



**BOARD OF COMMISSIONERS
AGENDA**

JUNE 20, 2011

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Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

Date: Monday, June 20, 2011

Time: 7:00 PM

Work Sessions

6:30 p.m. Board of Equalization and Review

Regular Agenda

7:00 p.m. Invocation

Pledge of Allegiance

Item 1 Approval of Agenda

Item 2 Public Comment

Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.

Item 3 **Public Hearing and Action** Whalehead Service District for Solid Waste Collection and Disposal.

Item 4 **Public Hearing - Budget FY 2012**

Item 5 **Recommendation of award for Construction Management at Risk Contract for Moyock Wastewater**

Item 6 **Appointment to Game Board**

Item 7 **Consent Agenda:**

1. Approval of June 6, 2011, Minutes
2. Agreement with Carolina Water Service for County to Provide Water Meter Readings
3. Budget Amendments
4. Surplus vehicle water department
5. JCPC Funding Plan for FY 2012
6. Request by Inspections Dept. to dispose of building permits prior to 2004
7. Request DOT to add Applewood Drive, Creekside Drive, and Moyock Landing Road to state system

8. Economic Development Department request permission to destroy certain records
9. Authorize County Manager to execute Design Build Contract with Sussex Development Corporation for construction of COA Aviation and Research Training Facility
10. Knotts Island Request \$25000 for storage building

Item 8 Commissioner's Report

Item 9 County Manager's Report

Adjourn

Special Meeting

Tourism Development Authority

Public Hearing - Tourism Development Authority Budget FY 2012

Budget Amendment

Adjourn

**REPORT ON THE CREATION OF
THE WHALEHEAD BEACH SERVICE DISTRICT FOR
SOLID WASTE COLLECTION AND DISPOSAL**

To establish an entity for the purpose of financing, maintaining and providing for enhanced solid waste collection and disposal within Whalehead Club Subdivision there is proposed the creation of the Whalehead Service District for Solid Waste Collection and Disposal.

Identified Need for Service District

Platted in 1972, Whalehead Club Subdivision consists of 864 lots of which 748 are improved with single-family residential dwellings. Located in the community of Corolla on the Currituck Outer Banks, Whalehead Club Subdivision is attractive to tourists resulting in the weekly rental of a high number of the single-family residential structures within Whalehead Club Subdivision particularly from May to September of each year. There is observed that the transitory tourist population generates within Whalehead Club Subdivision a significant amount of solid waste from May to September and that the subdivision would receive benefit from an additional day of solid waste collection during peak tourist season. There is further observed that (1) on days that solid waste is collected a large number of solid waste containers are left along streets and become a nuisance and hazard due to spillage of solid waste and the impediment to motor vehicle and pedestrian traffic along streets and, (2) at the end of peak tourist season bulk waste such as furniture and appliances are placed along street rights-of-way for long periods of time without pickup. Consequently, the Whalehead Property Owner's Association has requested the creation of a service district to finance and provide throughout Whalehead Club Subdivision an additional day for solid waste collection from May to October of each year, solid waste container roll back service and additional bulk waste collection service in order to preserve and enhance the aesthetics of the Whalehead Club Subdivision and reduce the nuisance and hazard arising from current conditions within the subdivision

Resident Population and Population Density

Primarily a vacation destination area, the year round population of Whalehead Club Subdivision is only approximately 50 people. There are presently 748 single-family residential structures located on the 864 parcels of land within the subdivision. With most of these 748 single-family residential structures rented from approximately May to September each year, it is estimated that the seasonal population swells to approximately 8,500 people weekly during peak periods.

Appraisal Value of Property Subject to Taxation in the Proposed Service District

The assessed valuation of property subject to taxation in the proposed service district is \$963,000,000. The current real property tax rate, which includes the proposed service district area, is 32 cents (\$0.32) per \$100.00 valuation. An existing Whalehead Service District for drainage services has assessed a tax rate in the amount of 5 cents (\$0.05) per \$100.00 valuation and that district's advisory board has pending before the Currituck County Board of

Commissioners a request to increase that tax by 4 cents (\$0.04) per \$100.00 valuation beginning Fiscal Year 2011-2012. A proposed 1.5 cent (\$0.015) per \$100.00 valuation service district tax for the proposed Whalehead Service District for Solid Waste Collection and Disposal will raise an estimated \$144,450.00 per year. If the existing district tax is increased as proposed and the new district is created with the tax rate proposed, then the total tax rate for property in Whalehead Club Subdivision will be 42.5 cents (\$0.42) per \$100.00 valuation. It should be noted that although this initial tax rate has been suggested by the Whalehead Property Owners Association, the Currituck County Board of Commissioners, as the governing body of the service district, will make the final decision on any tax rate. The tax rate may be higher or lower, and it may change from year to year.

Plan for Providing Enhanced Solid Waste Collection and Disposal Services Within the Proposed Service District

It is anticipated that the proposed service district will contract with private contractors for an additional day of solid waste collection and solid waste container roll back service during peak tourist season and additional bulk waste collection to remove from within Whalehead Club Subdivision large items cleared from single-family residential structures and placed along street rights-of-way at the end of the peak tourist season.

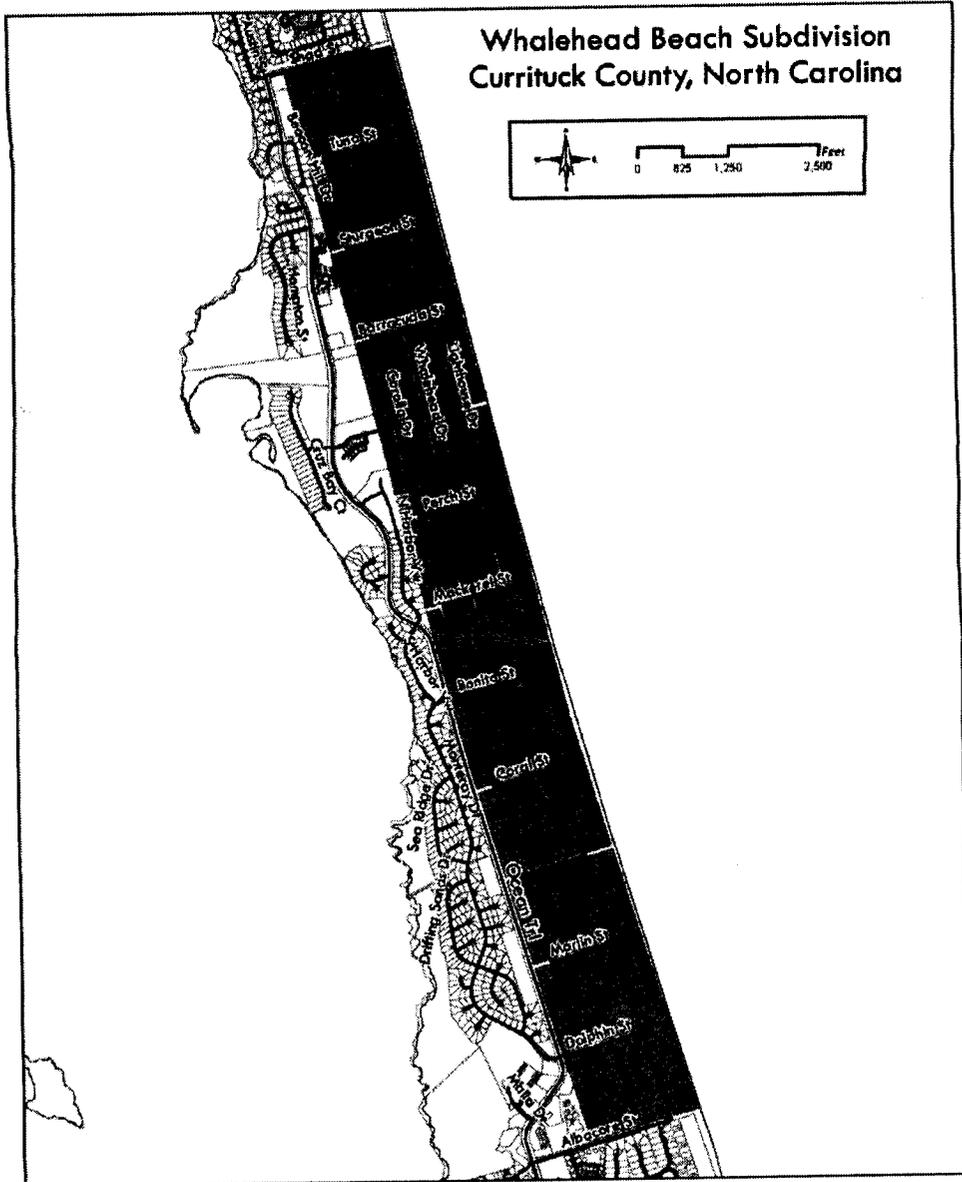
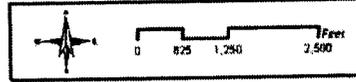
MAP OF PROPOSED SERVICE DISTRICT

A map of the proposed service district area is attached to this report.

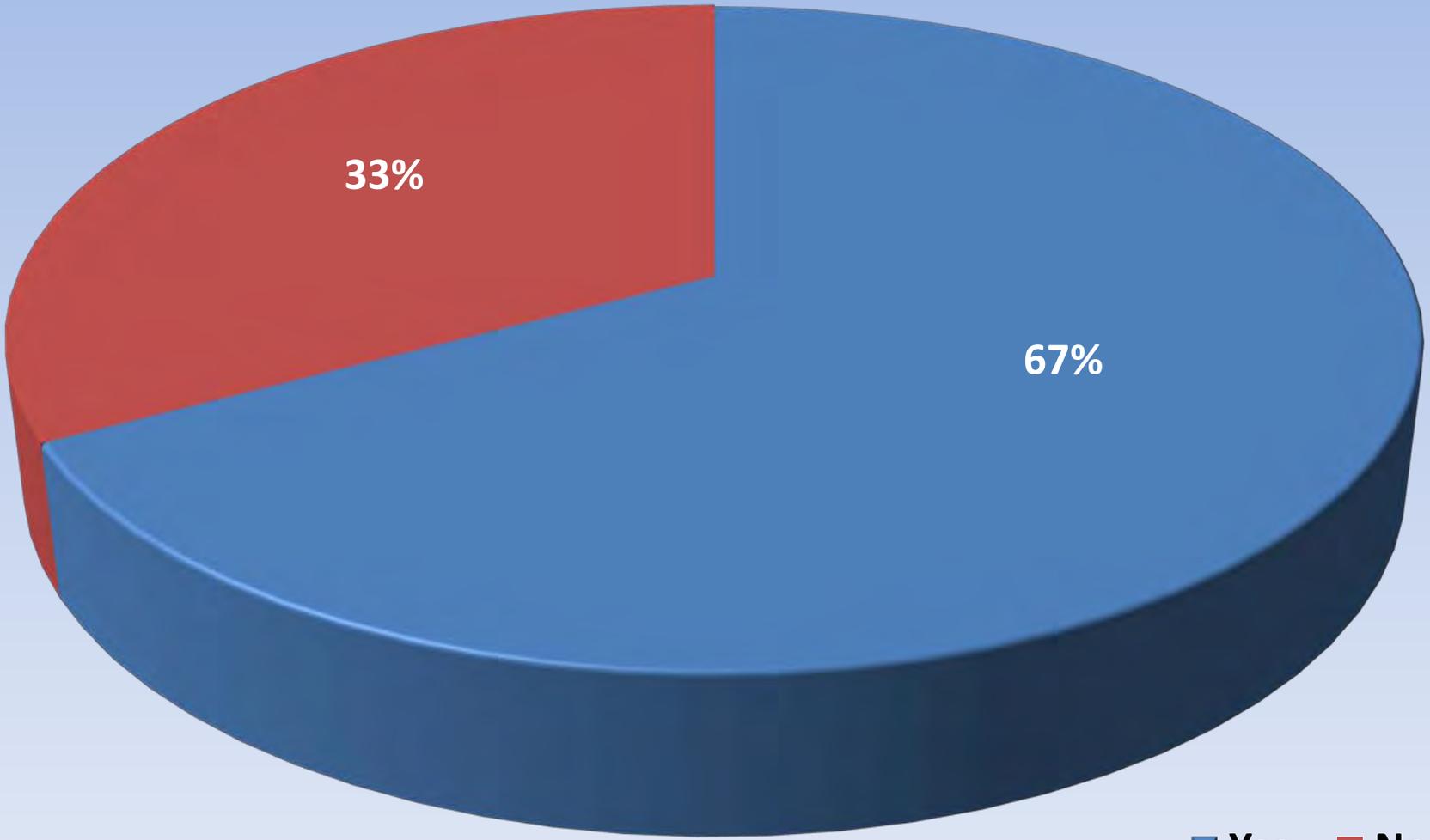
**REPORT ON THE CREATION OF
THE WHALEHEAD BEACH SERVICE
DISTRICT FOR SOLID WASTE
COLLECTION AND DISPOSAL**

May 20, 2011

Whalehead Beach Subdivision Currituck County, North Carolina



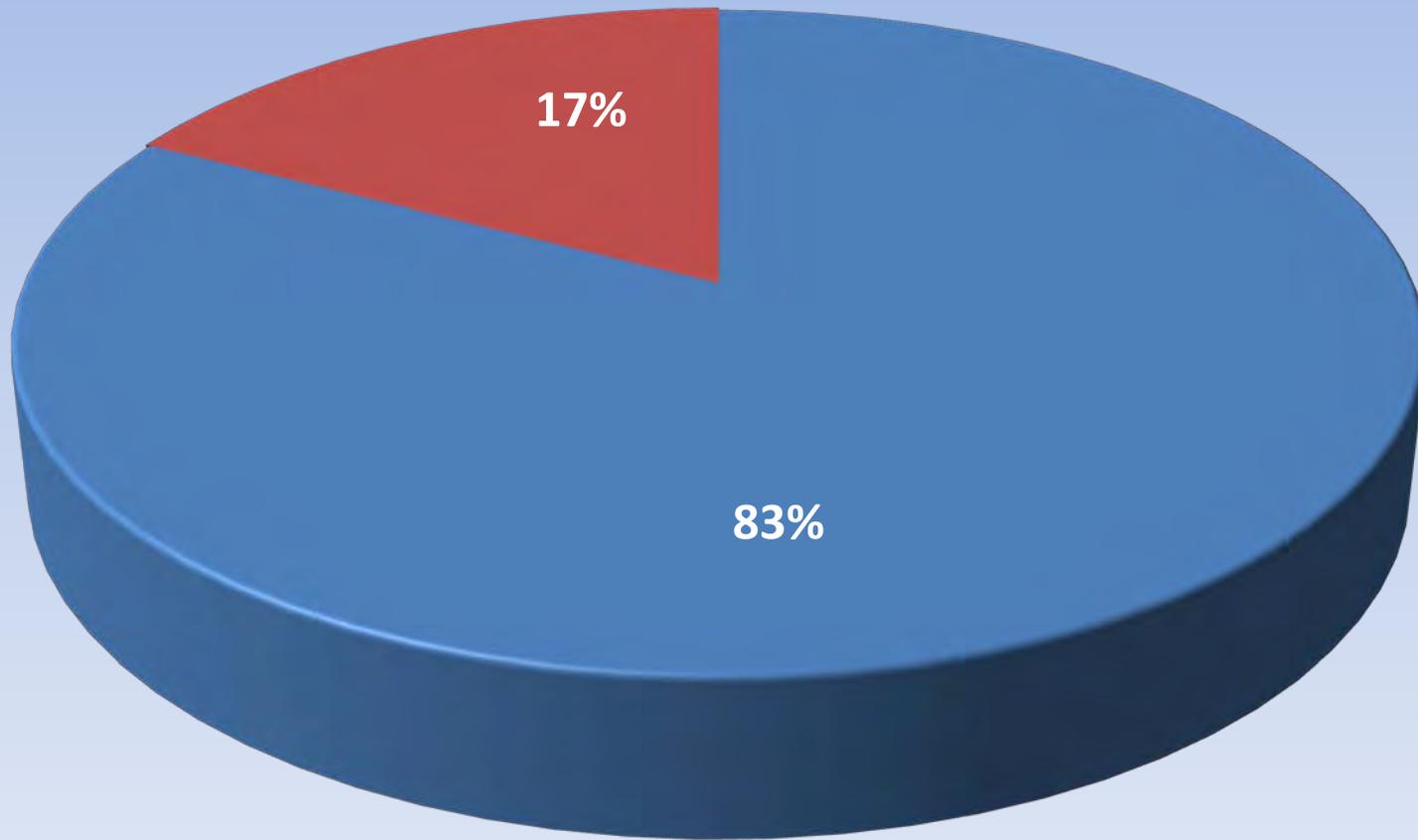
Do you support the creation of a service district for solid waste collection and disposal with a tax in the amount of 1.5 cents (\$0.015) per \$100 dollars of valuation?



*Raw Data

■ Yes ■ No

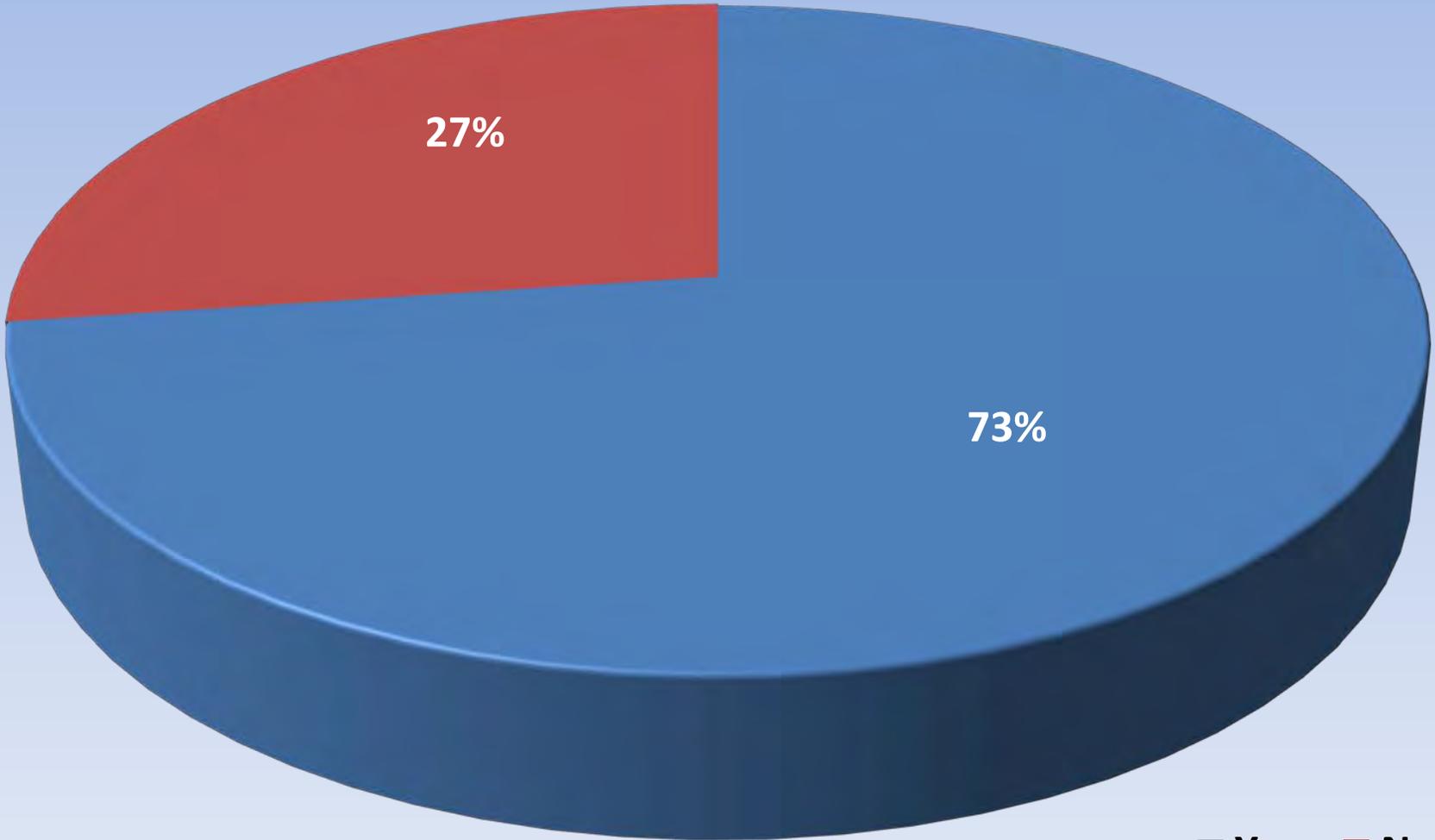
Do you support the creation of a service district for solid waste collection and disposal with a tax in the amount of 1.5 cents (\$0.015) per \$100 dollars of valuation?



*Duplicate addresses have been removed.

 **Yes**  **No**

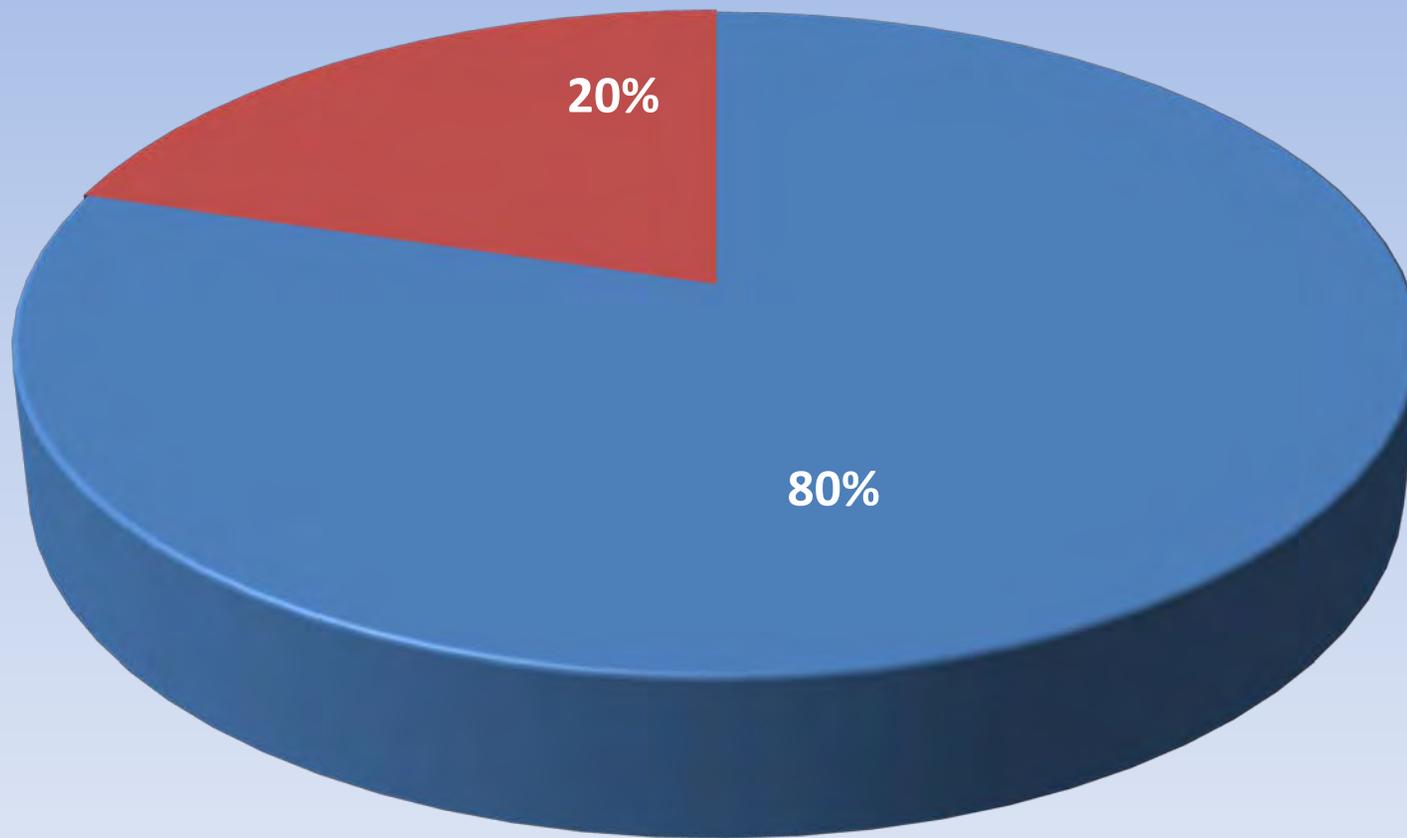
Do you support an increase in the tax for the Whalehead Service District for stormwater improvements from the current 4 cents (\$0.04) per \$100 dollars in valuation to 9 cents (\$0.09) per \$100 dollar in valuation?



*Raw Data

■ Yes ■ No

Do you support an increase in the tax for the Whalehead Service District for stormwater improvements from the current 4 cents (\$0.04) per \$100 dollars in valuation to 9 cents (\$0.09) per \$100 dollar in valuation?



*Duplicate addresses have been removed.

 **Yes**  **No**



Eric T. Weatherly, P.E.
County Engineer

Currituck County

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Eric.Weatherly@CurrituckCountyNC.Gov

MEMORANDUM

Date: June 15, 2011

To: Board of Commissioners
Dan Scanlon, County Manager

From: Eric T. Weatherly

**RE: Recommendation of Award - Construction Manager at Risk (CMAR)
Moyock Regional Wastewater Treatment Plant**

Background:

On April 1, 2011 the engineering design contract for the Moyock Regional Wastewater Treatment Plant was terminated with Quible due to performance issues. On April 29, 2011, the County advertised the following:

"Currituck County intends to construct the first phase of a new regional wastewater treatment facility consisting of a 99,000 gallon per day (gpd) treatment and disposal facility. The county is considering the Construction Manager at Risk method of construction as allowed under Section 143-128.1 of the General Statutes of North Carolina and 01 NCAC 30J .0101 et. seq."

Construction management services means services provided by a construction manager which includes preparation and coordination of bid packages, scheduling, cost control, value engineering, evaluation, preconstruction services, and construction administration. The CMAR will provide the construction management services and will guarantee the cost of the project. The County is required to contract separately for design and engineering services.

Analysis:

On May 24, 2011, six proposals were received for the CMAR project. County staff reviewed and graded the proposals. Three firms were short-listed and interviewed on June 6, 2011 and June 8, 2011. The short-listed firms were George Raper and Son of Elizabeth City, Mancuso Development of Corolla and Premiere Contracting of Harbinger.

Of the firms interviewed, George Raper and Son was selected as the most qualified contractor for the CMAR project and to see the Moyock Wastewater Treatment Plant built quickly, within budget and in accordance to general statute criteria.

Recommendation:

Staff recommends award of the Moyock Wastewater Treatment Plant, CMAR project to George Raper and Son. With your approval, staff will move forward with award and execution of contracts.

CURRITUCK COUNTY
NORTH CAROLINA
June 6, 2011

Work Session on Commercial Development was canceled.

The Board of Commissioners met at 7:00 p.m. for its regularly scheduled meeting at the Historic Courthouse in the Commissioners Meeting Room with the following members present: Chairman Aydlett, Commissioners O'Neal, Gilbert, Martin, Etheridge, Petrey, and Rorer.

Invocation and Pledge of Allegiance

Kimberly Ferebee, New Bethlehem Church of Christ, was present for the invocation.

Approval of Agenda

Commissioner O'Neal moved to delete Item 7 and add to consent agenda Resolution designating Citibank the bank of record for health benefits. Commissioner Gilbert seconded the motion. Motion carried.

- Item 2 Public Comment
Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.
- Item 3 **Recognition of Service as a Charter Member of the Currituck County Fire and EMS Board:** Chris Dailey, Rick Galganski, Greg Laput and Albert Stegner
- Item 4 **Presentation on "Buy Local"**
- Item 5 **Present Budget for FY 2012 and set Public Hearing date**
- Item 6 **Appointment to Game Commission - TABLED**
- Item 7 **Appointment to Juvenile Crime Prevention Council - TABLED**
- Item 8 **Consent Agenda:**
1. Budget Amendments
 2. Change job descriptions in Detention Center, Sergeant Programs Director: re-title to administrative Assistant and Court Officer, re-title to Sergeant Court Officer
 3. Appointment of Diane Bray to Joint Nursing Domiciliary Committee to fill unexpired term
 4. Approval of May 16, 2011, Minutes
 5. Approval of Mutual Aid Agreement, Mackay Island
 6. Approval of Travel Policy for ABC Board
 7. Approval of Surplus property from Communications office
 8. **Resolution to designate Citibank, N.A. as the Bank for an Imprest Expenditure Account for Health Benefits**
- Item 9 Commissioner's Report

Item 10 County Manager's Report

Item 11 **Closed Session:**

1. According to GS 143-318.11(3) to consult with attorney in order to preserve the attorney-client privilege

Adjourn

Special Meeting

Tourism Development Authority Meeting

Present Budget for the Tourism Development Authority

Budget Amendments

Adjourn

Public Comment

Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.

Chairman Aydlett opened the public comment period.

Mike Florez, Chairman, Currituck Chamber of Commerce, introduced the new President of the Chamber, Josh Bass.

Cameron Lowe, Director of Extension, presented to the Board an award for Currituck County Local Government Engagement Award.

Olivia Jones, Family & Consumer Science Agent, presented the Board with a Book.

Recognition of Service as a Charter Member of the Currituck County Fire and EMS Board: Chris Dailey, Rick Galganski, Greg Laput and Albert Stegner

The Board presented a plaque to the Charter Members of the Fire and EMS Advisory Board.

Presentation on "Buy Local Campaign"

Peter Bishop, Economic Development Director, Josh Bass, Currituck Chamber of Commerce and Diane Nordstrom, Tourism Director, presented the Board with an update on the "Buy Local" Campaign.

Board of Commissioners commended staff for their efforts on this program.

Present Budget for FY 2012 and set Public Hearing date

Dan Scanlon, County Manager, reviewed the FY 2012 Budget with no tax increase and a total budget of \$65,940,598.

The public hearing will be held on June 20, 2012.

The Board commended the Manager and Finance Staff on a job well done.

Commissioner Martin requested to move forward with construction of the Animal Shelter in this Budget year.

Appointment to Game Commission

Tabled

Appointment to Juvenile Crime Prevention Council

Tabled

Consent Agenda:

1. Budget Amendments
2. Change job descriptions in Detention Center, Sergeant Programs Director: re-title to administrative Assistant and Court Officer, re-title to Sergeant Court Officer
3. Appointment of Diane Bray to Joint Nursing Domiciliary Committee to fill unexpired term
4. Approval of May 16, 2011, Minutes
5. Approval of Mutual Aid Agreement, Mackay Island
6. Approval of Travel Policy for ABC Board
7. Approval of Surplus property from Communications office
8. Resolution to designate Citibank, N.A. as the Bank for an Imprest Expenditure Account for Health Benefits

Commissioner Martin moved to approve. Commissioner Gilbert seconded the motion. Motion carried.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense

10510-545000	Contract Services	\$	75,000		
10330-449900	Miscellaneous Grants			\$	75,000
			<u>\$</u>	<u>75,000</u>	<u>\$</u> <u>75,000</u>

Explanation: *Sheriff (10510)* - Increase appropriations to record DPR1 Information Sharing Project grant from the NC Department of Crime Control and Public Safety. This is a regional project to allow information sharing between Chowan County, Edenton, Currituck County, Dare County, Kitty Hawk, Nags Head, Pasquotank County, Camden County, Elizabeth City and Plymouth. This project is 100% funded through grant proceeds.

Net Budget Effect: Operating Fund (10) - Increased by \$75,000.

<u>Account Number</u>	<u>Account Description</u>		Debit		Credit
			Decrease Revenue or		Increase Revenue or
			<u>Increase Expense</u>		<u>Decrease Expense</u>
50650-594500	Contracted Services	\$	1,940,863		
50390-495042	T F - Transfer Tax Capital Fund			\$	1,940,863
	T T - County Gov't Construction Fund	\$	1,940,863		
42450-587050	Contingency			\$	82,650
42450-588000	Transfer Tax			\$	400,000
42320-414000	Appropriated Fund Balance			\$	1,458,213
42390-499900					
			<u>\$</u>	<u>3,881,726</u>	<u>\$</u> <u>3,881,726</u>

Explanation: *Maple Commerce Park (50650)* - Transfer funds from the Transfer Tax Capital Fund to the County Governmental Construction Fund for a wastewater treatment plant that will serve the Maple Commerce Park, the YMCA/Community Center, Central Elementary School and the Cooperative Extension facility.

Net Budget Effect: Transfer Tax Capital Fund (42) - Increased by \$1,858,213.
County Governmental Construction Fund (50) - Increased by \$1,940,863.

<u>Account Number</u>	<u>Account Description</u>		Debit		Credit
			Decrease Revenue or		Increase Revenue or
			<u>Increase Expense</u>		<u>Decrease Expense</u>

10350-469003	Basketball		\$	1,633
10350-469011	Volleyball		\$	1,340
10350-469012	Adult Basketball		\$	10
10350-469015	Tackle Football		\$	51
10350-469017	Aerobics		\$	405
10795-531400	Equipment Fuel		\$	1,853
10795-576014	Tennis		\$	1,000
10795-576017	Aerobics		\$	1,000
10795-503500	Temporary Services	\$	6,012	
10795-505000	FICA Expense	\$	460	
10795-506000	Insurance Expense	\$	70	
10795-576001	Youth Baseball/Softball	\$	750	
			<u>\$</u>	<u>7,292</u>
			<u>\$</u>	<u>7,292</u>

Explanation: *Parks & Recreation (10795)* - Increase appropriations due to increased participation in community league sports.

Net Budget Effect: Operating Fund (10) - Increased by \$3,439.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
		<u> </u>	<u> </u>
66868-561000	Professional Services	\$ 1,905	
66868-532000	Supplies		\$ 1,905
		<u>\$ 1,905</u>	<u>\$ 1,905</u>

Explanation: *Southern Outer Banks Water Department (66)* - Transfer funds for survey work for the Southern Outer Banks Water System.

Net Budget Effect: Southern Outer Banks Water System Fund (66) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
		<u> </u>	<u> </u>
10550-531000	Gas	\$ 800	

65858-590000	Capital Outlay	\$	2,105		
65858-561000	Professional Services			\$	6,185
				<u>\$</u>	<u>6,185</u>
				<u>\$</u>	<u>6,185</u>

Explanation: *Moyock Commons Sewer Fund (65)* - Transfer funds for operations for the remainder of this fiscal year.

Net Budget Effect: Moyock Commons Sewer Fund (60) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense
61818-514500	Training	\$	50		
61818-531000	Gas	\$	6,500		
61818-545000	Contracted Services	\$	1,600		
61818-557100	Software Fees			\$	2,200
61818-506000	Insurance Expense			\$	1,407
61818-533800	Chemicals			\$	1,000
61818-536000	Uniforms			\$	143
61818-516200	Vehicle Maintenance			\$	2,950
61818-516000	Repairs & Maintenance			\$	250
61818-514000	Travel			\$	200
				<u>\$</u>	<u>8,150</u>
				<u>\$</u>	<u>8,150</u>

Explanation: *Mainland Water Fund (61)* - Transfer funds for operations for the remainder of this fiscal year.

Net Budget Effect: Mainland Water Fund (61) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense
10530-502100	Salaries - OT	\$	31,392		
10530-505000	FICA	\$	2,402		
10530-507000	Retirement	\$	3,582		

10390-495015	T F - Occupancy Tax	\$	37,376
		\$	37,376

Explanation: *Emergency Medical Services (10530) - Transfer funds from Occupancy Tax to the operating fund for additional EMS staffing at Corolla from Memorial Day through June 30, 2011.*

Net Budget Effect: Operating Fund (10) - Increased by \$37,376.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u> Decrease Revenue or Increase Expense	<u>Credit</u> Increase Revenue or Decrease Expense
50447-561000	Professional Services	\$ 67,042	
50447-588000	Contingency		\$ 53,990
50447-590001	Corolla Greenway		\$ 13,052
		\$ 67,042	\$ 67,042

Explanation: *Corolla Multi-use Path (50447) - Transfer funds to increase design and project administration budget for phase II of the Corolla Greenway project.*

Net Budget Effect: County Governmental Construction Fund (50) - No change.

RESOLUTION

WHEREAS, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting held on June 6, 2011 authorized the following, pursuant to GS 160A and 270(b), that the property listed below, from Communications be disposed of and sent to County landfill:

CURR004A	CURR004	12/31/1999 MSF-5000	474CMQ0093	Currituck 911 Local Med
CURR004A	CURR004	12/31/1999 MSF-5000	474CMQ0117	Currituck 911 Med 10 Base

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF CURRITUCK, NORTH CAROLINA, DESIGNATING CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES (THE “BANK”) AS THE BANK OF RECORD FOR AN IMPREST EXPENDITURE ACCOUNT FOR HEALTH BENEFITS FOR THE COUNTY OF CURRITUCK.

PREAMBLES

WHEREAS, the County of Currituck, North Carolina (the “*County*”), is a duly and regularly created, organized and validly existing political subdivision of the State of

North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "State"); and

WHEREAS, the Board of Commissioners of the County (the "**Board**") has and shall exercise the responsibility of developing and directing the fiscal policy of the County's government under Section 153A-101 of the General Statutes of North Carolina, as amended; and

WHEREAS, the County recognizes that in order for it to provide for the timely funding for Insurance for Employee Health Benefits, it has been and will be necessary for the County open imprest expenditure account;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CURRITUCK, NORTH CAROLINA, AS FOLLOWS:

Section 1: That Citibank, N.A., its branches, subsidiaries and affiliates (the "Bank") be and hereby is designated to open an Imprest Expenditure Account for Health Benefits for the County of Currituck; and Daniel F. Scanlon II, County Manager and Sandra L. Hill, Finance Director are hereby authorized (i) to open and close accounts in the name of the County, (ii) to execute and deliver agreements or instructions for Bank products and services, electronic banking, or other agreements relative to financial and banking transactions, including custodial services and wire transfers, among others, which agreements or instructions may establish special authorizations and limitations pertaining to the accounts different from the authorizations and limitations contained herein and to change such special authorizations and limitations from time to time, (iii) to sign for and on the behalf of the County, any and all checks, drafts or other orders with respect to any funds at any time to the credit of the County with the Bank and/or against any account(s) of the County maintained at the time with the bank, inclusive of any such checks, drafts, or other orders in favor of any of the above-designated officer(s) and /or other person(s), even if such checks, drafts or other orders create an overdraft on any account(s) of the County and (iv) to make withdrawals at any time of any such funds or from any such account(s) by any other means permitted by the Bank, including (without limitation) a debit card, a credit card, a terminal or other device or facility providing access to any such funds or account(s) even if such withdrawals create an overdraft on any account(s) of the County; and that the Bank be and hereby is authorized (a) to open and close such accounts for the County; (b) to pay such checks, drafts or orders, and honor such withdrawals, by debiting any account(s) of the County then maintained with it whether or not any of the foregoing creates an overdraft in any account of the County; (c) to receive for deposit to the credit of the County, and/or for collection for the account of the County, any and all checks, drafts, notes or other instruments for the payment of money, whether or not endorsed by the County, which may be submitted to it for such deposit and/or collection, it being understood that each such item shall be deemed to have been unqualifiedly endorsed by the County; and (d) to receive, as the act of the County, any and all stop-payment instructions with respect to any such checks, drafts, or other orders as aforesaid and reconciliation(s) of account when given by any one or more of the officer(s) and/or other person(s) as herein before designated. The authorization provided in (1) and (ii) may be performed electronically, and the digital signature of a person authorized above will be binding on the County.

Section 2: That Daniel F. Scanlon, II, County Manager and Sandra L. Hill, Finance Director are hereby authorized to conduct all transactions as described in Paragraph 1 and in addition are authorized to make any changes to the designation of persons or entities authorized to conduct transactions as described in Paragraph 1.

Section 3: That any and all withdrawals of money and/or other transactions or instructions heretofore had on behalf of the County with the Bank are hereby ratified, confirmed and approved, and that the Bank (and any interested third party) may rely upon the authority conferred by this entire resolution unless, and except to the extent that, this resolution shall be revoked or modified by any subsequent resolution of the County, and until a certified copy of such subsequent resolution has been received by the Bank and the Bank has had a reasonable opportunity to act thereon.

Section 4: That (1) the Bank is further authorized to honor each check, draft or other order of payment of money (and "Item") drawn in the name of the County, including Items payable to the order of any person authorized to sign on behalf of the County, when bearing or purporting to bear any of the facsimile or printed signatures appearing on a Bank signature card for the County, regardless of by whom or by what means the actual or purported signature may have been affixed thereto or printed thereon and (ii) all previous authorizations for the signing and honoring of items are hereby ratified and continued in full force effect as amplified hereby.

Section 5: That the Chairman of the Board and Clerk to the Board are authorized and directed to certify to the Bank the names of the present officers of the County and other persons authorized to sign for it, and the offices respectively held by them, together with specimens of their signatures and from time to time as changes in such personnel are made, immediately to certify such changes to the Bank, and the Bank shall be fully protected in relying on such certifications.

That the County Manager and/or Clerk to the Board or any other officer of the County be and hereby is authorized and directed to certify to the Bank that this resolution has been duly adopted, is in full force and effect and is in accordance with the provisions of the charter.

Section 6: That the County acknowledges and agrees that accounts are subject to the Bank's terms and conditions for accounts, as same may be amended from time to time.

Section 7: *Effective Date:* This Resolution shall become effective on the date of its adoption.

Commissioner's Report

Commissioner Gilbert reminded everyone of last breakfast at the MVFD. She also commended Jim Elliott, Airport Manager, for his work at the breakfast on Saturday.

Commissioner Petrey commended Dan Scanlon, County Manager, and Sandra Hill, Finance Director, on the budget.

Commissioner Martin, commented on the High School Graduation.

Commissioner Etheridge commended staff.

Commissioner O'Neal requested a letter be sent to the Albemarle Commission regarding work on a house done several years ago that has major problems with the roof.

County Manager's Report

County Manager gave the closing time for the airport that week. For the following 3 weeks, June 13-July 1, the airport would be closed for construction.

Closed Session:

- 8. According to GS 143-318.11(3) to consult with attorney in order to preserve the attorney-client privilege.

Commissioner Etheridge moved to go into closed session as stated. Commissioner O'Neal seconded the motion. Motion carried.

Adjourn

After reconvening from closed session, no action was taken.

There being no further business, the meeting adjourned

Special Meeting

Tourism Development Authority Meeting

Chairman Aydlett called the meeting to order.

Present Budget for the Tourism Development Authority

Budget Amendment

Dan Scanlon, County Manager, reviewed the Tourism budget for FY 2012. The public hearing was set for June 20, 2011.

Commissioner Etheridge moved to approve the budget amendment. Chairman Aydlett seconded the motion. Motion carried.

Debit	Credit
Decrease Revenue	Increase Revenue

<u>Account Number</u>	<u>Account Description</u>	or <u>Increase Expense</u>	or <u>Decrease Expense</u>
15447-587010	T T - Operating Fund	\$ 37,376	
15320-415000	Occupancy Tax		\$ 37,376
		<u>\$ 37,376</u>	<u>\$ 37,376</u>

Explanation: *Occupancy Tax Tourism Related (15447)* - Transfer funds from Occupancy Tax to the operating fund for additional EMS staffing at Corolla from Memorial Day through June 30, 2011.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$37,376.

Adjourn

There being no further business, the meeting adjourned.

NORTH CAROLINA

CURRITUCK COUNTY

This Agreement made and entered into the ____ day of _____, 2011,
by and between the COUNTY OF CURRITUCK, NORTH CAROLINA, (the "County"),
a body corporate and politic existing pursuant to the laws of the State of North
Carolina, and CAROLINA WATER SERVICE, INC. OF NORTH CAROLINA, ("CWS"),
a North Carolina corporation:

WITNESSETH:

ARTICLE I

Recitals

The following recitals are incorporated in this Agreement as an integral part of
this Agreement:

WHEREAS, CWS operates a sanitary sewer collection and treatment system in
planned unit developments on the Currituck Outer Banks known as Corolla Light,
Monteray Shores, (the "Service Area"), and is in need of information relative to the use
of water on properties within its Service Area in order to fairly and accurately assess
sanitary sewer use for properties within CWS's Service Area; and

WHEREAS, the County will operate and maintain a water system serving
properties within CWS's Service Area and will regularly read water meters located on
said properties to determine water usage; and

WHEREAS, it is in the public's welfare and best interest that the County and CWS enter into this Agreement under which the County will provide CWS with water usage of properties within CWS's Service Area and CWS will pay County for County's provision of such information; and

NOW, THEREFORE, in consideration of the terms, conditions and covenants expressed in this Agreement, the parties agree as follows:

ARTICLE II

Purpose of Agreement

The purpose of this Agreement is to provide for the County to transmit to CWS water usage rates derived from County's reading of water meters located on properties within CWS's Service Area and District's payment to County for such service.

ARTICLE III

Duration

This Agreement shall be effective when executed and delivered to the respective parties. This Agreement shall continue in full force and effect for an initial term of twenty-five (25) years, and thereafter until terminated in accordance with Article VI to this Agreement.

ARTICLE IV

Responsibilities of County

County shall, upon request of CWS, provide CWS with an electronic

spreadsheet in Microsoft Excel format of accurate water meter readings from County's water meters located on properties within CWS's Service Area. County shall deliver the meter readings within three (3) days after each CWS request.

ARTICLE V

Responsibilities of CWS

CWS shall pay County ONE HUNDRED FORTY AND NO/100 DOLLARS (\$140.00) each time that CWS requests and County provides CWS with an electronic spreadsheet in Microsoft Excel format of accurate water meter readings from County's water meters located on properties within CWS's Service Area.

ARTICLE VI

Methods for Terminating the Agreement

This Agreement may be terminated upon mutual consent of the County and CWS. In addition, any party may withdraw from this Agreement after expiration of the initial term by giving one hundred twenty (120) days notice in writing to the other party.

ARTICLE VII

Amendment

This Agreement may not be modified or amended except by subsequent written agreement authorized by the governing bodies of each party and signed by authorized representatives of each party.

ARTICLE VIII

Entire Agreement

This instrument contains the entire agreement between the parties, and no statement, oral or written, made by any party or agent of any party that is not contained in this written Agreement shall be valid or binding.

ARTICLE IX

Originals

This Agreement shall be executed by the parties in two originals, each of which, when executed, shall constitute one and the same Agreement

ARTICLE X

Governing Law

This Agreement shall be governed in accordance with the laws of the State of North Carolina.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing boards of the County and Authority.

ATTEST:

COUNTY OF CURRITUCK

Clerk to the Board

Chairman, Board of Commissioners

(S E A L)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Currituck County Finance Officer

ATTEST:

CAROLINA WATER SERVICE, INC.
OF NORTH CAROLINA

Secretary

President

(CORPORATE SEAL)

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of June, 2011 , passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
61818-590003	Fire Hydrants	\$ 2,593	
61818-514500	Training & Education	\$ 38	
61818-533200	Lab Tests	\$ 500	
61818-545100	Credit Card Fees	\$ 1,000	
61818-516000	Maintenance & Repair	\$ 940	
61818-561000	Professional Services		\$ 4,131
61380-482000	Miscellaneous		\$ 940
		<u>\$ 5,071</u>	<u>\$ 5,071</u>

Explanation: *Mainland Water (61818)* - Install fire hydrant along Hwy 158 in Coinjock, repair fence damaged by automobile accident and operating transfers for the remainder of this fiscal year.

Net Budget Effect: Mainland Water Fund (61) - Increased by \$940.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of June, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10795-503500	Temporary Services	\$ 4,000	
10795-505000	FICA Expense	\$ 306	
10795-511000	Telephone & Postage	\$ 400	
10795-576014	Community League Tennis	\$ 500	
10795-590441	Technology over \$1,000	\$ 184	
10795-516001	Repairs - Maple Park		\$ 1,800
10795-516000	Repairs - Schools		\$ 1,800
10795-516200	Vehicle Maintenance		\$ 800
10795-576017	Community League Aerobics		\$ 400
10795-532000	Supplies		\$ 590
		<u>\$ 5,390</u>	<u>\$ 5,390</u>

Explanation: *Recreation (10795)* - Transfer funds for operations and to purchase a public address speaker system.

Net Budget Effect: Operating Fund (10) - No change.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of June, 2011 , passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10480-514000	Travel	\$ 31	
10480-514500	Training & Education	\$ 40	
10480-557303	Archives & Records Management	\$ 300	
10480-590000	Capital Outlay	\$ 3,772	
10480-506000	Insurance Expense		\$ 4,143
		<u>\$ 4,143</u>	<u>\$ 4,143</u>

Explanation: *Register of Deeds (10480)* - Transfer funds to purchase a plat cabinet and other operating transfers for this fiscal year.

Net Budget Effect: Operating Fund (10) - No change.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of June, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
60808-516001	Repairs & Maintenance - Sewer	\$ 40,000	
60390-499900	Retained Earnings Appropriated		\$ 40,000
		<u>\$ 40,000</u>	<u>\$ 40,000</u>

Explanation: *Ocean Sands Water & Sewer Fund (60808)* - Appropriate funds for repairs to the Ocean Sands Sewer.

Net Budget Effect: *Ocean Sands Water & Sewer Fund (60)* - Increased by \$40,000.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

R E S O L U T I O N
Surplus Property

WHEREAS, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting held on _____ authorized the following, pursuant to GS 160A and 270(b), that the property listed below, be disposed of at a public auction

WHEREAS, the Southern Outer Banks Water System has a 1998 Jeep Cherokee Sport, asset tag number 4408 and Vin# 1J4FJ68S5VL536037 which at this time has a blown motor be auctioned and

WHEREAS, the public auction will be held _____

(date, places and time).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of County of Currituck reserves the right to reject any and all bids.

ADOPTED, this _____ day of _____, 2011.

O. Vance Aydlett Jr.

Currituck County Board of
Commissioners

ATTEST:

Gwen H. Keene, CMC
Clerk to the Board

Currituck
DJJDP County Funding Plan

Revised Available Funds: \$81,830 Local Match: \$20,572 Rate: 30%

A **Program Agreement Form** for each program listed below is included as an attachment to the Community Prevention and Intervention Plan.

#	Program Provider	DJJDP Funding	LOCAL FUNDING		OTHER	OTHER	Total
			Local Cash Match	Local In-Kind	State/Federal	Funds	
1	JCPC Certification	\$13,257					\$13,257
2	PASS	\$39,754	\$11,926				\$51,680
3	Teen Court	\$13,411	\$4,023				\$17,434
4	Restitution	\$7,225	\$2,168				\$9,393
5							\$0
6	Unallocated due to proposed budget cuts	\$8,183	\$2,455				\$10,638
7							\$0
8							\$0
9							\$0
10							\$0
	TOTALS:	\$81,830	\$20,572	\$0	\$0	\$0	\$102,402

The above plan was derived through a planning process by the Currituck County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2011-12 .

C

 Chairperson, Juvenile Crime Prevention Council (Date)

 Chairperson, Board of County Commissioners (Date)



Post Office Box 70
Currituck, North Carolina 27929

252-232-3378
Fax 252-232-3470

County of Currituck

Inspections Department

Records Disposition Request

In accordance with "Records Retention and Disposition Schedule", the Building Inspections Department requests that The Board of Commissioners approve the disposition of all Building Permit Records prior to 2004. This would include both hard copy and electronically stored files.

Spencer Castello
Director of Inspections

FAVed: 6/2/11

North Carolina Department of Transportation
Division of Highways
Petition for Road Addition

6/2/11

ROADWAY INFORMATION: (Please Print/Type)

County: Currituck Road Name: Applewood Dr, Creekside Dr. +
Moyock Landing Rd.
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Shingle Landing Length (miles): 1.7

Number of occupied homes having street frontage: all 54 Located (miles): _____

miles N S E W of the intersection of Route 1685 and Route Moyock Landing.
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Shingle Landing in Currituck County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: JoAnna Goumenis Phone Number: 252-435-0607 Ho.
757-620-4832 cell
Street Address: 124 Applewood Dr.
Mailing Address: 124 Applewood Dr.

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
<u>JoAnna Goumenis</u>	<u>124 Applewood Dr.</u>	<u>435-0607</u>
<u>Terry Wadleigh</u>	<u>103 Creekside Dr.</u>	<u>435-6824</u>
<u>SUSAN DAVIS</u>	<u>102 Creekside Dr</u>	<u>435-1108</u>
<u>DAVID DAVIS</u>	<u>" "</u>	<u>" "</u>
<u>Brian + Alana Boughn</u>	<u>105 Creekside Dr.</u>	<u>435-2911</u>
<u>Rick + Valerie Bowling</u>	<u>106 Creekside Dr</u>	<u>435-1525</u>
<u>Bill + Dorothea White</u>	<u>131 Applewood Dr</u>	<u>757-635-2999</u>
<u>Charlie + Nancy Rode</u>	<u>127 Applewood Dr</u>	<u>757-582-7433</u>

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Petition for Road Addition

6/2/11

Name	Mailing Address	Telephone
Brian & Dawn Caudle	123 Applewood Dr ^{Moyock, NC}	252 435 7552
Nate & Meehan Griffin	109 Creekside Dr	252 435-1546
ROBERT J CONLEY	272 MOYOCK LANDING DR	
MELISSA CONLEY	" "	252-435-2333
JULIE SUTERA	113 CREEKSIDE DRIVE	(252) 435-2998
Clinton & Jenyke Dillmore	136 Applewood Dr	435-0603
Jason & Lindsay Miller	102 Applewood Drive Dr	435-2115
Nick & Jennifer Kelley	103 Creekside Moyock NC	
Nick Skwors		
Noelle & Chris Ruthford	130 Applewood Dr. Moyock, NC	435-6208
Bob & Roxanne Craker	139 Applewood Dr Moyock, NC	
Nalchi Turner	104 Applewood Dr	659-4115
Tommy Hardison	112 Applewood Dr	735 26
Jimmy & Mary Walker	118 Creekside Dr Moyock	435-2299
JEFF & ELLEN MORRIS	132 CREEKSIDE DR MOYOCK, NC	435-6249
John & Amanda Mosier	121 Applewood Dr Moyock, NC	27958 757-575-60
William Leon	101 Creekside Dr Moyock, NC	27958 757-339-0
TEVE Rachel Timmons	108 Applewood Dr Moyock NC	27958 757-31964
JEREMY + ANGELA STEPHENS	120 APPLEWOOD DR MOYOCK, NC	914 675
KEVIN + MELISA McMullen	214 Moyock Landing Dr. Moyock, NC	27958 (757)
Ron & Luana Melton	218 Moyock Landing Dr, Moyock, NC	27958 252 232-00
Shirley Bryan Driscoll	223 Moyock Landing Dr NC	27958
Jo Dingo	225 Moyock Landing Dr. Moyock, NC	252-59 7427
Sarah Meyers	227 Moyock Landing Dr. Moyock, NC	27958 757-536-3708
Leece	230 Moyock Landing Dr, Moyock NC	27958 252-09
MARK JON BRADY	231 Moyock Landing Dr. Moyock NC	27958 757 635-2635
Stevan Storck	233 Moyock Landing Dr Moyock NC	27958 252-435-96
Chris & Melissa Davidson	126 Applewood Dr. Moyock, NC	27958 757-343-235

Petition for Road Addition

6/2/11

Name	Mailing Address	Telephone
		(757)
C. Scott Ashwell	108 CREEKSIDE DR. MOYOCK NC 27909	816-8728
SS. Karen Barber	123 CREEKSIDE DR, MOYOCK, NC 27958	919-386-0120
John & Janet Williams	229 MOYOCK LANDING DR, MOYOCK, NC 27958	252-435-65
Bryan & Jennifer Farris	228 MOYOCK LANDING DR, MOYOCK NC 27958	252-435-65
JAMES F. BARNES,	212 MOYOCK LANDING, MOYOCK, NC 27958	757-620-0472
Tammy M. Barnes	212 MOYOCK LANDING DR. NC 27958	(757) 677-
ERIC SCOTT	103 APPLEWOOD DR., MOYOCK NC 27958	757-338-4274
Lorri + Jim Meehan	135 Applewood DR. MOYOCK	207-319-6004
Bobby & Julie GELAMINE	128 Applewood Drive MOYOCK	757 647 1449
Konnie + Atkins Hayes	234 MOYOCK LANDING DR MOYOCK NC	919-283-684
Laura Hughes	125 Applewood Dr. MOYOCK NC 27958	(757) 657-6570
CHRIS KOONCE	228 MOYOCK LANDING DR MOYOCK NC 27958	252-435-25
George Doyon	210 MOYOCK LANDING DR MOYOCK NC 27958	252-435-6
VINCE & BETH HOIUM	133 CREEKSIDE DR. MOYOCK NC 27958	757-271926
RICARDO & MARIA GONZALEZ	137 APPLEWOOD DR. MOYOCK NC 27958	757 818 15

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Shingle Landing 6/2/11

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach four (4) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block
 Rural Road Subdivision platted prior to October 1, 1975 Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 (see page 29 for Statute) states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
<i>Applewood Dr (21)</i>	<i>21</i>	<i>.4</i>	<i>These are occupied homes only</i>		
<i>Mayock Landing Rd (17)</i>	<i>17</i>	<i>.8</i>			
<i>Creekside Dr (16)</i>	<i>16</i>	<i>.5</i>			
		<i>54 Homes</i>	<i>1.7 miles</i>		

We want to have our roads, sidewalks and drainage ditches corrected properly.
Mr. Red is the developer and hasnt fixed the neighborhood in proper order.

Gwen,

I would like to get BOC approval to destroy (through paper recycling) economic development project records up to the year 2004. These records generally include completed projects, discontinued projects/dead projects, and speculative projects from several years previous. Most of these records were generated during the tenures of Roger Lambertson, John Mulvey and Wayne Leary. I will retain anything 2005-forward for the time being.

My intent is to clean up file storage space and review older records for any fresh content or 'revivable' project information prior to destruction. I will retain items that still have administrative value or anything representing a contractual agreement or other legally binding document that stretches beyond 2004.

Please let me know the process and when I can proceed.

Thank you,

-Peter

**PROJECT DEVELOPMENT AGREEMENT
Cost Plus with a Guaranteed Maximum Price**

This Agreement (the "Agreement") is between:

**County of Currituck, North Carolina
156 Courthouse Road
Currituck, North Carolina 27929**

(hereinafter referred to as "Owner") and

**Sussex Development Corporation
1604 Hilltop West Executive Center
Suite 300
Virginia Beach, Virginia 23451**

(hereinafter referred to as "Design/Builder")

For the following Project:

Currituck/COA Aviation Technical Center

Plan, design and build an approximate 35,000 SF Aviation Training Facility

Architectural services shall be provided by the following person or entity who is lawfully licensed to practice architecture in the state in which the project is located:

**MBAJ Architecture
9131 Anson Way, Suite 204
Raleigh, North Carolina 27615**

Normal structural, mechanical, and electrical engineering, shall be provided contractually through the Architect.

Civil Engineering Services shall be provided by the following person or entity who is lawfully licensed to practice civil engineering in the state in which the project is located:

**Hyman Robey, P.C.
150 US Highway 158 E
Camden, North Carolina 27921**

Interior design services are provided by the following person or entity who is lawfully licensed to practice interior design in the state in which the project is located:

**MBAJ Architecture
9131 Anson Way, Suite 204
Raleigh, North Carolina 27615**

The Design-Build Documents and this Agreement form the Design-Build Contract, which shall be the Agreement between Owner and Design/Builder (hereinafter, the "Agreement") and its attached Exhibits; Supplementary and other Conditions; and Addenda issued prior to execution of the Agreement.

The Owner and the Design/Builder agree as set forth below:

Services

The Design/Builder through its Architects, agents, and/or employees, shall provide design and prepare documents setting forth in detail the requirements for construction of the Work, (hereinafter defined), and shall construct the project, in accordance with the Preliminary Project Schedule attached (Exhibit III) and shall:

- A. Provide to the Owner for Owner's written approval (hereinafter defined) design documents sufficient to establish the size, quality and character of the Project; its architectural, structural, mechanical and electrical systems; and the materials and such other elements of the Project to the extent required by the Design-Build Documents. Deviations, if any, from the Design-Build Documents shall be disclosed in writing.
- B. Construct the Project.

I. PHASE I: SCHEMATIC DESIGN

The Schematic Design for this Project shall be completed, which analysis includes, but is not limited to:

- (1) Determination of the Owner's preferences and facility type and architectural style;
 - (2) Review and determination of facility needs, personnel and space requirements;
 - (3) Determining whether special equipment is required;
 - (4) Establish budgetary considerations with the Owner;
 - (5) Schematic layout;
 - (6) Project Schedule;
 - (7) Project Cost Estimate (hereinafter defined.)
- A. The Project Cost Estimate shall mean those costs estimated to be incurred by the Design/Builder in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior written consent of the Owner. The Project Cost Estimate shall include labor costs, contract costs, costs of materials and equipment incorporated in the completed construction, temporary facilities and related items, and Design/Builder's Overhead and Profit and Design Fees.
 - B. The Project Cost Estimate on any phase will not include : cost of real estate, business machines, telephone systems, computer systems, all systems cabling, music systems, or similar equipment, and furniture (free standing furniture, kitchen appliances, furnishings), security, equipment (alarm and video), signage, (but masonry base for signage is included in the Project Cost Estimate) and installation expenses associated with FF&E, business machines and security equipment provided by Owner for the Project unless otherwise noted in the Design-Build Documents.
 - C. The cost of performance and payment bonds is not included in the Project Cost Estimate, although same can be added if required by Owner for additional cost to be paid to Design/Builder.

II. PHASE II: DESIGN DEVELOPMENT

Upon Owner's approval of the Schematic Design and Project Cost Estimate identified in Phase I above, the Design/Builder will proceed with Phase II, Design Development, update the Project Cost Estimate, update the Project Schedule and otherwise complete the Design Development Documents, Phase II.

- 1. Upon completion of the Design Development, Design/ Builder will update the Project Cost Estimate and Project Schedule, giving its best estimate of the cost of the Project as well as its best estimate of the schedule.

III. PHASE III: CONSTRUCTION DOCUMENTS AND CONSTRUCTION MANAGEMENT

With Owner's approval of the Design Development documents, and general approval by Owner of the Project Cost Estimate (which is not binding on either party) and with the Owner's written authorization to proceed to Construction Documents, Design/Builder shall proceed with Construction Documents and Construction Management, Phase III

A. Construction Documents

1. Prepare Construction Documents for the project consisting of working drawings and specifications setting forth in detail and prescribing the work to be accomplished and the materials, workmanship, finishes and equipment required for the architectural, interiors, structural, security systems and equipment, mechanical, electrical and site work, and coordination for graphic, signage and Owner provided systems and equipment.
2. The Construction Documents will include appropriate general conditions which define the duties, rights, responsibilities, and relationship of all parties.
3. In addition, when the Construction Documents are tendered to Owner in accordance with III.A.2, Design/Builder shall warrant that the Construction Documents are in compliance with existing laws, building regulations, and ordinances in force where the Project is located as of the time of the issuance of the Construction Documents.
4. The Design/Builder shall submit plans and specifications to approving authorities and jurisdictions and revise Design-Build Documents as required for final approvals necessary to obtain permits.

B. Guaranteed Maximum Price

Upon completion of the Design Development, Design/Builder shall obtain pricing for the performance of the work and shall submit to the Owner a proposed guaranteed maximum price for the work per Exhibit I, "Confirmation of Guaranteed Maximum Price and Notice to Proceed with Construction" which shall include a proposed break down of the costs of the work, hereinafter referred to as a Schedule of Values. The Schedule of Values shall be used as a basis in submitting pay requisitions for Owner's approval. The Schedule of Values may be updated periodically to reflect changes in the allocation of the Guaranteed Maximum Price

The guaranteed maximum price shall include all costs of construction, including for "allowance" items for which the final design is not known, or for costs that cannot be appropriately estimated as of the date of the agreement on the guaranteed maximum price. Such items, however, will be expressly set forth in the proposed guaranteed maximum price break down of the work. It is also agreed by the parties hereto that the itemization of the work set forth in the proposed guaranteed maximum price is generally non-binding in that a listing of dollar values as to one line item may be shifted and used for other line items. The Guaranteed Maximum Price is a single price. This Agreement does not provide for "line item" guaranteed maximum prices. Notwithstanding the aforesaid, the Guaranteed Maximum Price is a single price which shall be expressly relied upon by the Owner.

The guaranteed maximum price shall include reasonable costs for construction, superintendents' salary and benefits, and other field overhead type costs that are direct job site costs., All architectural fees, Design Fees and design professional fees for design of the project and architectural/engineering administration shall be included in the Guaranteed Maximum Price. In addition, the Design/Builder's fee for overhead and profit shall be included in the Guaranteed Maximum Price.

C. Schedule for Construction

Within ten (10) days of Owner's approval of the Guaranteed Maximum Price, and Notice to Proceed to Construction, the Design/Builder shall commence work and the Project shall be substantially complete by January 1, 2013. The commencement date and schedule is subject to modification in the event of the written approval of change orders that cause a delay in the work or other causes that are beyond Design/Builder's

control, including government action, government inaction, abnormal adverse weather, or substantial interference to the work beyond Design/Builder's control causes delay. TIME IS OF THE ESSENCE.

IV. Design/Builder Responsibilities

- A. Design/Builder shall perform all Design/Builder responsibilities, including, but not limited to, the following:
1. Total responsibility for the performance of all work necessary for the completion of the Project including, but not limited to, completion of the Construction Documents and incorporating all applicable Owner requirements.
 2. Replacement of work found to be defective within one (1) year following substantial completion of the project; however, the one year warranty is subject to a qualification as to equipment that deteriorates due to normal wear, tear, and use.
 3. Incorporate into the documents any changes in the work authorized in writing, by the Owner.
 4. Unless otherwise provided in the Contract Documents, shall provide and pay for all design services, labor, materials, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work.
 5. Secure bids or quotations for materials, services and subcontracts for the Work and determine those suppliers and subcontractors that best comply with the requirements of the Design-Build Documents.
 6. Prepare and issue all purchase orders, subcontracts and any other construction related documents.
 7. Provide a competent on-site superintendent and other project related employees to direct and coordinate the work.
 8. Prepare job payrolls and related government reports.
 9. Maintain proper records and keep an accurate and detailed account of all transactions resulting from the performance of the work.
 10. Maintain worker's compensation and comprehensive general liability insurance in accordance with the Design-Build Contract.
 11. Timely pay all subcontractors and/or suppliers and obtain appropriate lien release waivers prior to each payment.
 12. Upon completing the work, provide the Owner with a detailed final statement of cost called Final Billing (VI.G.).
 13. Furnish all working drawings and specifications required of the construction work.
 14. Design/Builder will file on the Owner's behalf all documents necessary for approval of authorities governing construction. The cost shall be included in the Guaranteed Maximum Price as an allowance item, and be adjusted upwards or downwards based on the actual cost, as applicable.
 15. Shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public or private authorities relating to the Project.

16. Make periodic and timely inspections of the work to ensure compliance with the intent of the Construction Documents.
 17. Construction Administration to include the following: check and approve shop drawings, samples, schedules and other submittals for compliance with the design intent of the construction documents, review laboratory tests, prepare change orders, make periodic inspections of the work to ensure compliance with the intent of the Construction Documents, assemble written guarantees and operation and maintenance manuals and secure the Certificate of Substantial Completion.
 18. Shall maintain at the site for the Owner one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other modifications, in good order and regularly updated to record the completed construction. These shall be delivered to the Owner upon completion of construction and prior to final payment.
 19. Shall have prepared a set of reproducible record documents in electronic format showing significant changes in the Work made during construction and provide two copies of electronic data and one print copy to the Owner.
 20. Shall keep the Owner informed of the progress and quality of the Work and no less frequently than monthly Owner shall be provided with an updated Project Schedule.
 21. Shall be responsible for correcting Work which does not confirm to the Contract Documents.
 22. Provide coordination of construction performed by the Owner's own forces or separate contractors employed by the Owner, and coordination of services required in connection with construction performed and equipment supplied by the Owner.
 23. Shall provide assistance in the utilization of equipment or building systems including, but not limited to, preparation of operation and maintenance manuals, and training Owner's personnel for operation and maintenance.
 24. Provide Jobsite Safety, which is more particularly described in the AIA Document, which will form part of this Agreement.
- B. Compliance and performance in accordance with the following provisions or sections, all of which are incorporated by reference: The documents listed in this Subsection B are incorporated into this agreement, and shall control in the event of conflict or ambiguity with other sections of the agreement.
1. AIA Document A141-2004 Standard Form of Agreement between Owner & Design/Builder. Articles:
 - a. Section 1.2 of Article 1, The Design-Build Documents ✓
 - b. Section 1.3 of Article 1, The Design-Build Documents ✓
 - c. Article 5.1 Progress Payments in its entirety
 - d. Section 5.4.3 of Progress Payments
 - e. Section 5.5.1 of Final Payment
 - f. Section 6.1 of Dispute Resolution with Eric Weatherly being the designated PERSON
 - g. Section 6.2 of Dispute Resolution with the box for arbitration being checked.
 - h. Section 6.3.1 of Arbitration
 2. AIA Document A141-2004 Exhibit A Terms and Conditions
 - a. Section A.1.6.1, Ownership and Use of Documents and Electronic Data except that in all circumstances the drawings, specifications and other documents including those in electronic form, prepared by Architect or others shall be the property owned and controlled by Owner.

- b. Section A.2.2 of Information and Services Required of the Owner in its entirety
 - c. Section A.2.4, Owner's Right to Stop Work, in its entirety
 - d. Section A.2.5.1, Owner's Right to Carry Out the Work, in its entirety
 - e. Section A.3.3, Construction, in its entirety
 - f. Section A.3.4, Labor and Materials, in its entirety
 - g. Section A.3.5.1, Warranty
 - h. Section A.3.6.1, Taxes
 - i. Section A.3.7, Permits, Fees and Notices, in its entirety
 - j. Section A.3.10.1, Documents and Samples at the Site
 - k. Section A.3.11, Shop Drawings, Product Data and Samples, in its entirety
 - l. Section A.3.12, Use of Site, in its entirety
 - m. Section A.3.13, Cutting and Patching, in its entirety
 - n. Section A.3.14, Cleaning Up, in its entirety
 - o. Section A.3.15.1, Access to Work
 - p. Section A.3.17, Indemnification, in its entirety
 - q. Section A.6.3.1 Owner's Right to Clean Up
 - r. Section A.9.1.1, Contract Sum
 - s. Section A.9.2.1, Schedule of Values
 - t. Section A.9.3, Applications for Payment, in its entirety
 - u. Section A.9.4.1, Acknowledgment of Application for Payment
 - v. Section A.9.5, Decisions to Withhold Payment, in its entirety
 - w. Section A.9.6, Progress Payments, in its entirety
 - x. Section A.9.8, Substantial Completion, in its entirety
 - y. Section A.9.10, Final Completion and Final Payment, in its entirety
 - z. Section A.10, Protection of Persons and Property, in its entirety
 - aa. Section A.11, Insurance and Bonds, in its entirety
 - bb. Article A.12, Uncovering and correction of work, in its entirety
 - cc. Section A.14.2, Termination by Owner for Cause, in its entirety
 - dd. Section A.13.6, In its entirety
 - ee. Section A.14.1, In its entirety
- 3. AIA Document A141-2004 Exhibit B Determination of the Cost of the Work
 - 4. AIA Document A141-2004 Exhibit C Insurance and Bonds

V. Owner's Responsibilities

- 1. Designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine documents submitted by the Design/Builder and shall render decisions in a timely manner and in accordance with the schedule accepted by the Owner.
- 2. Provide information regarding requirements for the Project, contemplated changes in operations, new or expanded services, and identify preferences, if any, regarding architectural style, materials, colors and finish quality.
- 3. Cooperate with the Design/Builder in securing building and other permits, licenses and inspections.
- 4. Furnish, at Owner's expense, but at Owner's sole and absolute discretion, services of land surveyors, geotechnical engineers and other consultants for subsurface soil investigation and analysis, and such other tests as may be deemed necessary by the Design/Builder to properly carry out the design services required by this Agreement.
- 5. Be responsible for the accuracy of above mentioned data and information furnished. The Design/Builder shall be entitled to rely upon the accuracy and completeness thereof, except to the extent the Owner advises the Design/Builder to the contrary in writing.

6. Furnish, at Owner's expense, legal, accounting and insurance counseling services as may be necessary for the Project.
7. Promptly notify the Design/Builder in writing of any observed defects or fault in the Work or nonconformity with the Contract Documents.

VI. TERMS USED IN THIS AGREEMENT

- A. Project Cost Estimate. The estimates referred to in this Agreement are provided for the purpose of guidance to the Owner as to anticipated costs in relationship to the budget requested by the Owner. Such estimates are not binding on the Design/Builder. The only binding contract amount is the agreed to Guaranteed Maximum Price, sometimes referred to as GMP.
- B. Allowances. Within the Guaranteed Maximum Price will be a listing of certain items referred to as allowances. These are items for which pricing has not or cannot be agreed to at the time of the guaranteed maximum agreement. Such items will vary upwards or downwards from the estimate and the actual cost of said items will be deemed to be part of the guaranteed maximum.
- C. Insurance. Design/Builder is responsible for and shall provide worker's compensation and general liability insurance and the cost directly attributable to the Project shall be considered a cost of the work and included in the GMP and may be listed as an allowance item. The policy limits for said insurance should be no less than those set forth in the Certificate of Insurance ("COI") attached hereto as Exhibit V. Design/Builder shall be responsible to insure that all subcontractors and consultants that perform services on the Project shall have no less than the policy limits as set forth per Exhibit V. All insurance shall be for a term that remains in force until Final Payment, or if required by Design-Build Documents to remain in force after Final Payment, whichever is later. The Design/Builder shall provide a builder's risk insurance policy. Insurance provided by the Owner is not a cost of the work.
- D. Written Approval. Design/Builder and Owner acknowledge and agree that from time to time in performance with this Agreement the written approval of Owner shall be required. However, the parties further agree that the Owner is expressly relying on the knowledge and the experience of the Design/Builder when such written approval of Owner is required and any such written approval by Owner, with the exception of the Guaranteed Maximum price, shall be without an express or implied warranty or representation of such by Owner.
- E. Design Fees. As defined in Section VII below.
- F. Guaranteed Maximum Price (GMP). As defined in Section III B.
- G. Final Construction Cost. The final cost of construction for the Project including general work; subcontract work; reproduction of documents; all costs associated with civil, soils, environmental or other construction tests, surveys or consulting fees required by the owner or any governmental agency; permit fees; materials; tools; tool rentals; supplies; equipment; utilities; taxes; premiums for worker's compensation and comprehensive general liability insurance; wages, salaries and benefits of any Design/Builder's field personnel engaged at the Project or owner location; material handling; shipping; and any other Project related expenses that may be incurred in the development and construction of the Project.
- H. Exhibit I: Preliminary project cost estimate
- I. Exhibit II: Guaranteed Maximum Price and Notice to Proceed with Construction
- J. Exhibit III: Confidentiality Agreement
- K. Exhibit IV: Preliminary Project Schedule
- L. Exhibit V: Certificate of Insurance

VII: Design/Builder's FEES

A. Design Fee:

The fees for professional design services rendered by Design/Builder in the design of the project are as follows and such fees are not included in the cost of the work, however, they are included in the total Project Cost Estimate and the Guaranteed Maximum Price. For all architectural, and structural, plumbing, mechanical engineering, and interior design services, review and coordination, the Design/Builder shall be paid \$ _____.

Civil Engineering services are to be paid for directly by the County of Currituck under separate agreement.

Design Fees shall be paid as follows:

1. Upon completion of the Schematic Design phase (Phase I), 25% of the Design Fee. The remaining Design Fee shall be paid as follows:
2. Upon completion of the Design Development (Phase II) 60% of the Design Fee is due, less Design Fee payments previously paid to Design/Builder under this Agreement. In the event at the completion of the Design Development Phase, the anticipated Project Cost Estimate increases or decreases from the original estimate, then the fees paid shall be adjusted based on the new Project Cost Estimate.
3. Upon completion of the Construction Documents (Phase III), 90% of the Design Fee is due, less Design Fee payments previously paid to Design/Builder under this Agreement. The remaining 10% of the Design Fee shall be paid to Design/Builder in equal monthly payments over the life of the anticipated schedule of performance referred to above.

B. Design/Builder Overhead and Profit

1. The Design/Builder shall be paid eight percent (8%) for overhead expenses plus a five percent (5%) fee of the costs of construction (Section III.B) which is included in the Guaranteed Maximum Price for the Project.
2. In the event the Owner adds work, which increases scope and the cost of the Project, the Guaranteed Maximum Price will not be increased by the total cost of the change plus Design/Builder's fees as described in Section V of this Agreement, but shall be a separate charge agreed to in writing by Owner and Design/Builder.
3. In the event a deductive work authorization is agreed to, the Guaranteed Maximum Price Cost will be decreased by the total of the estimated cost of the deleted work, plus Design/Builder's profit fee on the estimated cost of the deducted work.

C. Payments

1. Design/Builder shall submit an itemized Application for Payment to the Owner based upon the percentage complete of the work by the end of each month in accordance with the current schedule of values. The application will detail for each category of work performed the percentage complete and compute the amount earned for that month and reflecting retainage as appropriate. In the event a line item has been exceeded, the Design/Builder may allocate money from one item into the deficit account. However, the GMP may not be increased, and the allocation of money from one line item to the other shall not be allowed in the event the costs will exceed the value established for the GMP excluding authorized change orders outside the GMP (see VII 7.B.2 above).
2. Simultaneous with the submittal of the monthly application for payment, Design/Builder shall submit copies of substantiating data from subcontractors and suppliers showing the actual costs incurred to Design/Builder.

3. Ten percent (10%) retainage shall be withheld by the Owner from payments for work performed by subcontractors to Design/Builder and including retainage on Design/Builder's fees. No retainage shall be withheld on design professional fees.
4. Release of retainage by the Owner shall be per standard terms contained in the referenced AIA documents upon Substantial Completion.
5. Within ten (10) business days of the Owner's approval of a properly-submitted and correct Application for Payment, the Owner shall make the payment to the Design/Builder. Final payment shall be paid per terms contained in the above-referenced AIA documents upon completion of all closeout procedures, including, but not limited to, receipt of Record Documents, Owner's Operations and Maintenance Manuals, warranties, stock materials, lien waivers, and completion of Punchlist items.

D. Additional Services:

Owner may request the following additional services which will be paid for by the Owner; however, prior to the additional services being rendered, Design/Builder and the Owner will reach a mutual agreement as to the cost of the additional service. These costs will be invoiced separately and are not a part of the Guaranteed Maximum Price (GMP) nor are these items part of any estimates and are to be paid separately by the Owner:

1. Making alternative site evaluation studies of prospective sites.
2. Preparing documents for alternate bids for tenant layouts.
3. Revising documents previously approved by Owner after completion of Construction Documents.
4. Preparing documents for changes requested by the Owner requiring extensive modifications of the work.
5. Providing furniture specifications and selections.

E. Reimbursable Expenses

The following costs, expenses, and activities may become necessary during the course of the engagement. When requested in writing by Owner, Design/Builder will provide an estimate of such cost to the Owner in advance of incurring any such cost or expense and will gain Owner's approval prior to proceeding. These costs are not part of the GMP nor are these items part of any estimates. They are to be paid separately by the Owner.

1. Special Consultant Fees for special structural, mechanical, electrical and civil engineering services.

F. Expenses Incurred Prior to Construction

Costs incurred prior to the start of construction shall be billed by Design/Builder and paid by the Owner as incurred. The costs may include: plan review fees and related time and expenses required for submittals to approving authorities; boundary and topographical survey; professional design fees including civil engineering, if required; renderings and document reproduction. These expenses are included within the GMP.

G. Indemnity

Design/Builder will indemnify, protect and hold Owner, its Directors, Officers and employees harmless from any and all damages to persons or property arising out of the negligence of Design/Builder resulting from or incurred in connection with the execution of the work described in this Agreement.

H. Ownership and Use of Documents and Electronic Data

Drawings, specifications, and other documents including those in electronic form, prepared by the Architect and furnished by the Design/Builder are Instruments of Service and furnished for use solely with respect to the Project.

If this Agreement is terminated, each of the Design/Builder's design professionals, including the Architect, shall be contractually required to convey to the Owner a non-exclusive license to use that design professional's Instruments of Service for the completion, use and maintenance of the Project, conditioned upon the Owner's written notice to that design professional and payment to that design professional of all reasonable amounts due to that design professional and its consultants. If the Owner does not assume the remaining duties and obligations of the Design/Builder to that design professional under this Agreement, then the Owner shall indemnify and hold harmless that design professional from all claims and any expense, including reasonable legal fees, which that design professional shall thereafter incur by reason of the Owner's use of such Instruments of Service. The Design/Builder shall incorporate this requirement in all agreements with its design professionals.

I. Execution of Agreement

The undersigned officer of the Owner and the Design/Builder represents that he or she is authorized to enter into this Contract on behalf of the parties.

J. Termination for Convenience

1. Upon ten (10) day's written notice to the Design/Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay the Design/Builder for the following:
 - a) All work executed and for proven loss, cost or expense, including work in progress or in fabrication for the project, or purchased or committed to the project. ;
 - b) The reasonable costs and expenses attributable to such termination, including but not limited to demobilization costs and amounts due in settlement of terminated contracts with sub-contractors and design consultants; and
 - c) Contract specified fees and reimbursable expenses on all costs incurred, including construction management fees.

Notwithstanding any other provision in this Agreement, for each and every Phase set forth herein, Owner shall have the right to terminate this Agreement at any time.

K. Scope of Agreement

This Agreement represents the entire understanding between Owner and Design/Builder and supersedes all prior Agreements, understandings and negotiations. This Agreement may be modified only in writing. Owner and Design/Builder understand, agree, and acknowledge that this Agreement has been freely negotiated by the parties, and that in any controversy, dispute, arbitration, or contest over the meaning, interpretation, validity or enforceability of this Agreement; or any of its terms and conditions, there will be no interference, presumption or conclusion drawn whatsoever against either party by virtue of the party having drafted this Agreement or any portion thereof.

L. Incorporation of AIA Sections

Design/Builder and Owner agree that in the event that any section and the language set forth in any AIA section is in conflict with a provision in this Agreement, the referenced section and the language noted in the AIA Document(s) shall be controlling.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the dates shown below, in duplicate.

COUNTY OF CURRITUCK, NORTH CAROLINA

BY: _____
Dan Scanlon, County Manager

DATE: _____

Corporate Seal:

SUSSEX DEVELOPMENT CORPORATION

BY: _____
Harry L. Davis, III, President

DATE: _____

Corporate Seal:

BUDGET AMENDMENT

The Currituck County Board of Commissioners as the Currituck County Tourism Development Authority, at a meeting on the 6th day of June, 2011 , passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
15442-590441	Technology Over \$1000	\$ 8,133	
15442-511000	Telephone & Postage		\$ 8,133
		<u>\$ 8,133</u>	<u>\$ 8,133</u>

Explanation: *Occupancy Tax Tourism Promotion (15442)* - Transfer funds for a communication system for the Moyock Welcome Center.

Net Budget Effect: Occupancy Tax Fund (15) - No change.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board