

MINUTES

The Town of Manteo Board of Commissioners held their Regular session in the Manteo Town Hall meeting room, February 1, 2012 at 6:30 p.m.

The following members were present: Mayor Jamie Daniels
Commissioner Richie Burke
Commissioner Darrell Collins
Commissioner Christine Walker
Commissioner David Farrow
Commissioner Nancy Peele

The following members were absent: Commissioner Hannon Fry

Also present at the meeting were: Town Manger Kermit Skinner
Assistant Town Manager Shannon Twiddy
Town Clerk Becky Breiholz
Town Attorney Wyatt Booth

Mayor Daniels called the Regular meeting to order at 6:33 pm with a moment of silence followed by the Pledge of Allegiance.

SUBJECT: Adoption of Agenda as presented or amended- amend the agenda to move from Mayor's agenda Blue Grass Festival discussion to the Town Manager's agenda.

MOTION: Commissioner Walker seconded by Commissioner Burke to approve the agenda as amended was approved by the following vote: Ayes: Commissioners Farrow, Walker, Burke, Peele and Collins. Noes: None. Absent: Fry.

SUBJECT: Adoption of the items on the Consent Agenda

MOTION: Commissioner Farrow seconded by Commissioner Collins to approve the consent agenda as presented was approved by the following vote: Ayes: Commissioners Farrow, Walker, Burke, Peele and Collins. Noes: None. Absent: Fry.

SUBJECT: Approval of Minutes of Regular January 4, 2012 meeting

MOTION: Commissioner Farrow seconded by Commissioner Collins to approve the minutes as presented was approved by the following vote: Ayes: Commissioners Farrow, Walker, Burke, Peele and Collins. Noes: None. Absent: Fry.

SUBJECT: Approval of Minutes Recessed January 18, 2012 meeting

MOTION: Commissioner Farrow seconded by Commissioner Collins to approve the minutes as presented was approved by the following vote: Ayes: Commissioners Farrow, Walker, Burke, Peele and Collins. Noes: None. Absent: Fry

SUBJECT: Approval of Resolution 2012-02 Opposing Game Fish Status

MOTION: Commissioner Farrow seconded by Commissioner Collins to approve the Resolution 2012-02 was approved by the following vote: Ayes: Commissioners Farrow, Walker, Burke, Peele and Collins. Noes: None. Absent: Fry

SUBJECT: Approval of Resolution 2012-03 seeking Amendments to the NC General Assembly property tax exemptions for certain Homeowners Association property.

MOTION: Commissioner Farrow seconded by Commissioner Collins to approve the Resolution 2012-03 was approved by the following vote: Ayes: Commissioners Farrow, Walker, Burke, Peele and Collins. Noes: None. Absent: Fry

PUBLIC COMMENTS – Town Manager asked for any one to speak on items not on the agenda and if you want to speak on an item on the agenda please come forward so that the clerk can enter it into the record.

Jamie Reibel, Manteo resident and commercial fisherman thanked the Board for passing the game fish resolution.

TOWN MANAGER'S AGENDA

SUBJECT: Discussion of Blue Grass Festival. No one from the event was here to discuss this and Mayor Daniels commented that we did meet with them yesterday and had a productive meeting about setting up stages for different events and a lot of good information came from that meeting and he is still open to working with them. It was mentioned that an email was sent stating that the festival organizers were no longer interested in using downtown Manteo. Commissioner Burke commented that he thinks it would be a missed opportunity to work with them. Commissioner Collins agrees with Commissioner Burke and thinks it would be a great event for the town. Mayor Daniels allowed the public to speak on this issue.

Judith Bowen-Manteo business owner spoke at great lengths and detail in support of the Blue Grass Festival.

Terry Gore-West Street Manteo talked about the feedback he received from the businesses on the festival. Some concerns were that it fell on First Friday; competition with outside vendors; potential street closures. The downtown businesses would like First Friday to become an official event.

Sharon Enoch is working on trying to do a weekly festival downtown; the downtown businesses have organized a steering committee and have some ideas such as placing bands around town, showing free movies, keeping streets open and allowing non profits. She is going to work with Commissioner Burke who is the liaison for the Special Events Committee.

Randy Hodges-former Manteo merchant and commented it is difficult to do business when other vendors are around and one of the reasons he moved was there were never enough people in Town. He suggested an idea that was discussed several years ago and that was a water taxi and thinks the Town should work with the County and Tourist Bureau when they start the planning of a convention center.

SUBJECT: Discussion and consideration of Resolution 2012-04 to approve purchase of solid waste truck. In the Town of Manteo operational budget for fiscal year 2011-2012 the Board approved an appropriation of \$250,000.00 for the purchase a new tandem axel solid waste packer (dumpster) truck. This vehicle was requested by Public Works Director, James McCleave and would be for use for collecting commercial and multifamily solid waste. The truck is needed to replace an existing packer that is ten years old and has reached the point where it is no longer financially practical to repair and maintain. The vehicle requested this evening has a delivered price of \$209,404.00. As with the past two solid waste truck purchases we have been fortunate to be able to use the "Piggy Back" provisions of the State's municipal purchasing provisions. Piggy backing is a method by which small units of local government are able to take advantage of the volume purchasing discounts available to large cities and counties. In the past the Town has piggy backed with the cities of Charlotte and Raleigh and subsequently received substantial savings. The proposal before you this evening is utilizing a recent contract for similar vehicles purchased by the City of Durham North Carolina. Staff is requesting that the Board adopt the attached resolution and approve the purchase of this vehicle.

Commissioner Farrow asked about the cost for having someone else do commercial pickup. Ms. Twiddy commented that 3 years in a row staff presented the Board during budget workshops with information on privatizing commercial pickup and that we could save about \$150,000 to \$200,000; staff recommended privatizing commercial pickup but the Board did not pursue it. If the Town contracted with a private company we would not save money only if each business contracted them would it save us money. We would still need a dumpster truck because we have an obligation to residential pickup at Pirates Cove. Mrs. Twiddy also brought to the Board's attention that in 2013 Dare County will be doing property re-assessment and we will lose 40% of our revenues so the Board will need to either cut services or raise taxes.

MOTION: Commissioner Collins seconded by Commissioner Burke to approve Resolution 2012-04 and allow staff to enter into a contract was approved by the following vote: Ayes: Commissioners Farrow, Walker, Burke, Peele and Collins. Noes: None. Absent: Fry

SUBJECT: Discussion of job description for boathouse operations. As per the Boards instructions staff prepared a draft job description for the position of Waterfront Facilities

Coordinator and will be made a part of these minutes. The position would be responsible for the day to day operations of all of the Town's waterfront historical, cultural, and recreational assets. Including but not limited to the Boathouse, the Lighthouse, the Weather Tower, and the Waterfront park area. This position would be responsible for the operations, maintenance, and management of these facilities. This position would be responsible for the sailing school as well as all educational programming and projects at the Boathouse and Lighthouse. The position would supervise the volunteers as they construct and repair wooden boats. This position will also plan, organize, and supervise the various maritime skills and history workshops and courses that have been traditionally offered at the facility with an eye on expanding these programs. In addition to the daily operation and maintenance of the facilities, including the public restrooms the goal will be to expand the sites ability to promote and preserve the maritime history of Manteo and to promote and preserve the traditional boat building skills of this area. Also attached you will find a proposed budget amendment to fund this position through the rest of the current fiscal year. Staff is recommending that this position be classified at a salary grade 15.

MOTION: Commissioner Burke seconded by Commissioner Farrow to add waterfront facilities coordinator to the personnel policy and budget amendment #6 was approved by the following vote: Ayes: Commissioners Farrow, Walker, Burke, Peele and Collins. Noes: None. Absent: Fry.

SUBJECT: Discussion and consideration of water purchase agreement with Dare County. Attached, you will find a copy of the Dare County Bulk Water Purchase Contract for your review, consideration and approval. As Manteo has enjoyed a discounted bulk water rate for over twenty years the County has requested a new contract to be approved to bring Manteo's water purchase rates into consistency with the other entities that the County also supplies water to. The Town of Manteo is currently paying \$1.228 per 1,000 gallons of bulk purchase and the new rate will be \$1.665 per 1,000 gallons for a difference of .437 cents per 1,000 gallons.

Our Town Attorney Wyatt Booth was contacted and has reviewed our current contract and the proposed contract and concurs with Staff that we have no choice but to enter into the new contract. As our current contract is written Manteo is required to pay a percentage of increased expenses and we were fortunate that Dare County had not exercised this option sooner but in doing so the impact on our current customers may seem extreme but the Dare County rate increase is out of the Control of the Town of Manteo Board of Commissioners.

Mr. Skinner, Mayor Daniels and Mrs. Twiddy met with Dare County on several occasions to negotiate a tiered rate increase to lessen the impact on our current customers for as long as possible. County Manager Bobby Outten and Dare County Finance Director Dave Clawson have agreed to increase the rates in three increments with the first increase being 1/3 of the total rate increase to bring our new rate into affect on July 1, 2012 of \$1.374 per 1,000 gallons. With the other two increase of 1/3 each being implemented in each of the next two fiscal years.

The Wooten Company has been supplied with the tiered water bulk rate purchase contract as proposed and they have taken into account while performing their calculations to determine the

draft water and sewer rate study that you will be receiving within the next sixty days for review and consideration.

MOTION: Commissioner Farrow seconded by Commissioner Collins to approve the water contract with Dare County was approved by the following vote: Ayes: Commissioners Farrow, Walker, Burke, Peele and Collins. Noes: None. Absent: Fry.

SUBJECT: Discussion cost estimates for Magnolia Market at the Board's January 18 2012 meeting Staff was asked to get an estimate on the cost of returning the interior of the former Magnolia Grill site to its original condition. Mr. Skinner reported that the bulk of this work has been accomplished using employees for the Public Works and Water & Sewer Departments. The majority of the sheet rock and paneling has been removed as well as case work. The remaining divider walls are in remarkably good shape unfortunately the previous tenant removed or repositioned a number of the interior walls that originally separated the leased spaces. We have not removed any of the ceiling or HVAC equipment at this point. To return the building to its original configuration will require the rebuilding of those walls as well as the installation several barn type doors of the original type. Mr. Skinner commented that he is reluctant to go any further with the demolition until the Board has a clearer vision of the property's future use. We will need to get a contractor to help remove the HVAC and an electrician to rewire. The Board discussed things it could be used for. Russell Branford told the Board that he was in a stall when it first opened; had a wall in the middle of the building, but he recommends not having a wall so that there can be some cross ventilation and it does need a ceiling to keep the animals out at night. Randy Hodges recommends that they clear out the columns and interior walls and gut it and then decide what they want to do with it. Jared Stricklin with the Pirate Adventure who is renting Units B and C asked what they meant by clearing it out and what would happen to his rental and was informed by the Board from his wall down it will not affect his rental. Someone from the audience suggested having artists in there working, potters, jewelers and wood carvers. Someone from the audience suggested that it should still have air conditioning as it was miserable during the summer. Someone from audience asked about who would determine the rent and what types of businesses would go there. Mayor Daniels commented that he is hoping that they can get some type of group to manage the building and those details; they would also have to clean to the bathrooms. Consensus of the Board is to gut it up to the wall of the Pirates Adventure. Mr. Skinner commented that he will try to get it back to the original structure and spend the least amount of money and have this for discussion at the February workshop meeting.

TOWN ATTORNEY'S AGENDA

Town Attorney Wyatt Booth commented he is making progress on cleaning up the code of ordinances and he sees that Commissioner Farrow has for discussion changing an ordinance. Mr. Booth commented that he would need direction from the Board before he would make any substantive changes; he is just doing some housekeeping corrections to the ordinance. He suggested that if they have any substantive changes to get those to him and possibly outlining those during a workshop meeting.

COMMISSIONER'S AGENDA

SUBJECT: Commissioner Farrow-discussion of Zoning Ordinance Section 3-7. Commissioner Farrow requested this be moved to the workshop agenda for discussion.

MAYOR'S AGENDA

SUBJECT: Report Water-waste water committee- Mrs. Twiddy reported that the Wooten Company would like to meet with staff and board members soon in Greenville to discuss rate study, capital improvement study and the needs study.

SUBJECT: Report Outer Banks Tourist Bureau- Mayor Daniels nothing to report

There being no further business to come before the Board or other persons to be heard a motion by Commissioner Walker seconded by Commissioner Burke the meeting was recessed 7:40 pm until 4:00 pm Wednesday February 15, 2012, for a workshop was approved by the following vote: Ayes: Commissioner Peele, Farrow, Walker, Burke, Collins. Noes: none. Absent: Fry.

This the 1st day of February 2012

Jamie Daniels, Mayor

ATTEST:

Becky Breiholz, Town Clerk



2012-02
RESOLUTION
OPPOSING "GAME FISH STATUS"

WHEREAS, the Fisheries Reform Act (FRA) recognizes that commercial fishermen perform an essential function by providing wholesome food for the citizens of the State while struggling to earn a living in an industry whose resources are managed by both State and Federal agencies and whose labor accounts for revenue, jobs, and a significant tax base; and

WHEREAS, designating "Game Fish Status" for Red Drum, Striped Bass, Spotted Sea Trout and other fish species will deprive consumers in North Carolina and across the nation of access to fresh locally harvested seafood; and

WHEREAS, allocating 100% of the resource to less than 3% of the population of our state and to specific user groups would be a travesty of fairness, a violation of the FRA, and devastating to the economies of coastal communities; and

WHEREAS, degrading a resource to "Game Fish Status Only" has never enhanced the resource, and will threaten coastal communities with the loss of jobs and access for all citizens; and

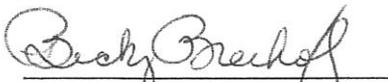
WHEREAS, North Carolina as a recognized leading producer of seafood has one of the most diverse fisheries in the United States and should be allowed to continue harvesting wild caught fish species in order to bring to market a wonderfully fresh, sustainably managed, revenue producing, protein resource for all its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Town of Manteo Board of Commissioners requests the North Carolina General Assembly oppose "Game Fish Status" and honor the Fisheries Reform Act by continuing to make all fish species available for the benefit and enjoyment of all North Carolina citizens.

This the 1st day of February 2012

By: _____

Jamie Daniels, Mayor


Becky Breiholz, Town Clerk



Town of Manteo
Budget Amendment No. 5
Fiscal Year 2011-2012

BE IT ORDAINED by the Governing Board of the Town of Manteo, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year beginning July 1, 2011 and ending June 30, 2012.

GENERAL FUND

The following revenues are increased in the General Fund:

10-3991-9910 Fund Balance \$ 40,400

The following appropriations are increased in the General Fund

10-4190-3300 Utilities Public Buildings \$30,000

Funding needed to pay for water and sewer bills for Town of Manteo Public Buildings not previously charged for services in prior years.

10-4710-3535 Refurbish Solid Waste Truck \$ 3,000

Funding needed to pay for repairs to the solid waste packer truck used for trash disposal.

10-6100-6300 Christmas Festival \$ 2,000

Funding for the overrun of expense for the Town of Manteo Christmas Celebration in the amount of \$1,957.46

10-9700-1860 Workman's Comp Deductible \$ 3,000

We had one Workman's Comp injury claim in the Police Department and one in the Public Works Department resulting in unexpected deductible expenses.

10-4190-3805 IT Service Fees for Public Buildings \$ 2,400

IT fees for Internet upgrade

GENERAL FUND

The following revenues are increased in the General Fund:

10-3323-3100 Government Access Channel Revenue \$60,000

The following appropriations are increased in the General Fund

10-9700-1880 Access Channel Expense \$60,000

This portion of the budget amendment does not affect Fund Balance but I need approval to record the revenue and the expense as this money is distributed as a revenue from the NC Department of Revenue but it is invoiced by Dare County and due to Dare County for expenses associated with the operation of the Government Access Channel.

DOCK FUND

The following revenues are increased in the Dock Fund:

24-3991-9910 Fund Balance Appropriated Dock Fund \$ 28,600

The following will be increased in the Dock Fund

24-9700-9000 Hurricane Irene Expense \$ 22,000

24-4000-5500 Capital Outlay Equipment \$ 6,600

If approved this Budget Amendment will provide the funding for expenses related directly to Hurricane Irene. We are anticipating a reimbursement from FEMA but the amount is yet to be approved and obligated. The second item is for the transfer of funds to purchase a golf cart for use on the Docks.

WATER & SEWER FUND

The following will be increased in the Water and Sewer Fund

60-3991-9910 Fund Balance Appropriated W & S Fund \$20,000

The following will be increased in the Water and Sewer Fund:

60-7130-4405 Meter Installation \$10,000

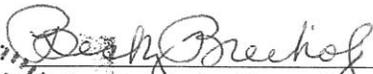
60-7130-3560 Repair and Maintenance Water Lines \$10,000

If approved this portion of the budget amendment would provide funding for the purchase of MXU units to be installed on the radio read meters that have been purchased in this fiscal year and to purchase misc, fittings and connection parts for the installation of the meters we have on hand and to purchase additional meters for installation as part of our meter replacement program that was previously funded by the Board.

This the 1st day of February, 2012



Jamie Daniels Mayor

Attest: 

Becky Breholz, Town Clerk





2012-03

**RESOLUTION SEEKING AMENDMENTS TO THE NC GENERAL STATUTE
CONCERNING PROPERTY TAX EXEMPTIONS
FOR CERTAIN HOMEOWNER ASSOCIATION PROPERTY**

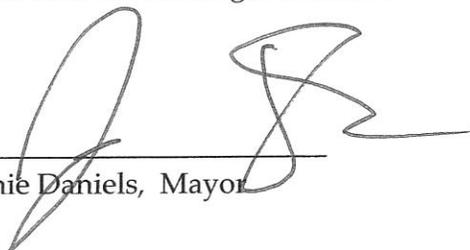
WHEREAS, it has come to the attention of the Town of Manteo that North Carolina General Statute 105-277.8 concerning property taxation of property of non-profit homeowners associations creates inequities and unfairness in the assessment and administration of the local property tax system; AND

WHEREAS, certain property could be located in the Town of Manteo, but owned by nonprofit homeowners' associations outside the jurisdiction of the Town of Manteo and escapes taxation by the entity due to the strict application of NCGS 105-277.8; AND

WHEREAS, the Town of Manteo seeks remedies to the unfairness brought about by NCGS 105-277.8 when applied to nonprofit homeowners associations located outside the taxing jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Town of Manteo Board of Commissioners that they seek changes to NCGS 105-277.8 for property owned by nonprofit homeowners' associations where the association membership's property is outside the Town of Manteo's taxing jurisdiction so as to apply the local property tax system equally and fairly so long as legislative change does not result in the double taxation of any property owned by a non-profit homeowners association; and that the Town of Manteo requests its member representatives to the North Carolina General Assembly introduce legislation correcting this inequity and unfairness in the property tax system; and that other local governments and agencies take similar action in support of the Town of Manteo concerning this issue of fairness.

ADOPTED this the 1st day of February, 2012.

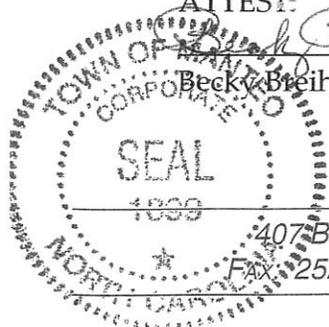


Jamie Daniels, Mayor

ATTEST:



Becky Breiholz, Town Clerk





A RESOLUTION AUTHORIZING AND AWARDING CONTRACT FOR THE
PURCHASE OF ONE 2012 CRANE CARRIER MODEL LET2-40

WHEREAS, the Town of Manteo has investigated previous purchases by other governmental entities;
and

WHEREAS, the Town of Manteo has found that purchases of equipment identical to that being
requested have been made by other governmental entities; and

WHEREAS, proper advertisement of the Town's consideration of these purchases has been made; and

WHEREAS, after due consideration the Town of Manteo Board of Commissioners now desires to
authorize and award contract for the purchase of One (1) 2012 Crane Carrier Model LET2-40 using the
"piggyback" method.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF MANTEO BOARD OF
COMMISSIONERS THAT:**

Section 1. The requirements of the General Statutes relating to "piggyback" purchases have been
complied with authorizing the purchase via the "piggyback" method as outlined in General Statutes 143-
129(g).

Section 2. A contract is hereby awarded for the purchase of one (1) 2012 Crane Carrier Model LET2-
40 cab/chassis using the "piggyback" method from Southern Truck Service, Inc., Charlotte, North
Carolina in the amount of \$126,814. The public agency originally contracting for purchase is the City of
Durham, North Carolina.

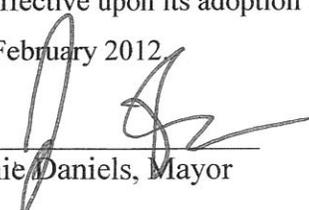
Section 3. There will be a purchase of one (1) PakMor 33 yard Commercial side loader garbage body
for \$82,590 that is not included in the piggyback as the price is under the formal NCGS bid requirement.

Section 4. The Town Manager is hereby authorized and directed to execute all documents necessary
for the purchase of this equipment.

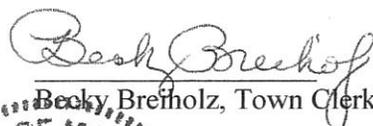
Section 5. This Resolution shall become effective upon its adoption and approval.

Adopted and Approved this the 1st day of February 2012.

ATTEST:



Jamie Daniels, Mayor



Becky Breholz, Town Clerk



Waterfront Facilities Coordinator General Statement of Duties

The Waterfront Facilities Coordinator performs various functions associated with the operation, programming, history, and maintenance of the Town's Boathouse, Lighthouse, Weather Tower, Waterfront Parks, and other public service duties as required.

Distinguishing Features of the Class

An employee in this position plans, programs, coordinates and participates in the daily operations and management of the Town's Boathouse, Lighthouse, Weather Tower, Waterfront Parks, and is responsible for enforcing the laws, ordinances, codes, and policies relating to their operations as adopted by the Town of Manteo Board of Commissioners. Significant public contact is involved in working with users of the Town's Boathouse, Lighthouse, Weather Tower, Waterfront Parks, and students and parents in the educational and sailing programs. Considerable tact must be exercised in management and enforcement duties. The employee is subject to the hazards present in a waterfront environment. The employee is subject to working in inside and outside environmental conditions and in extremely hot and cold temperatures. Work is performed under the supervision of the Town Manager and is evaluated in consultations and review of reports and the acceptance of the public. Work schedules for this position may vary in accordance with the demands of the facilities and the programming but shall not exceed forty (40) hours per week without prior approval of the Town Manager

Duties and Responsibilities

Essential Duties and Tasks

- Collects and accounts for all fees associated with operation of the Town's facilities and programs in a manner specified by the Town's Finance Officer.
- Handles facility reservations, scheduling, event coordination, etc.
- Plans, coordinates, and closely manages the Town sponsored sailing schools. Including the hiring and supervision of all instructors, compliance with all applicable Federal, State, and Local regulations and certifications. As well as the promotion of all sailing schools, and accounting for all funds collected.
- Plans, coordinates, and closely manages all educational and historical programming.
- Acts as liaison between the Town of Manteo and its corporate and professional partners, the Dare County professional boat building community, the College of the Albemarle, the NC Department of Cultural Resources, etc. Develops plans for community outreach and fund raising.
- Coordinates, encourages, and supervises the volunteer resources at the Boathouse.

- Prepares and maintains detailed records of attendance and participation in Town sponsored programming and schools.
- Prepares operational and long term plans for the facilities and grounds, maintenance schedules, improvements, fee schedules, advertising, budgets, operational policy etc., for presentation to the Town of Manteo Board of Commissioners for their consideration. Including the planning of both long and short term historical interruptive displays and exhibits.
- Performs general maintenance and housekeeping tasks throughout Boathouse, Lighthouse, Weather Tower, and adjacent common areas and structures. Notifies the Town Manager in the event of maintenance or repair issues requiring the services of an outside contractor.
- Maintains, cleans, and stocks the public restrooms.
- Assists citizens, visitors, and program participants with questions and general information about the Town of Manteo.
- Assists with general Public Works duties as needed in the downtown area when not actively engaged in other functions.
- Develops and coordinates all emergency preparedness and response plans for the facilities. Responsible for securing or removing all Town assets in the event of a projected weather event.
- Assists the Waterfront Services Coordinator (Dockmaster) as needed.
- Plans and structures work schedule to accommodate required duties within the standard forty (40) weekly work period, including evenings and weekends. All overtime must be pre-approved by the Town Manager.

Additional Duties

- Performs other duties as required.

Recruitment and Selection Guidelines

- Considerable knowledge of public waterfront and marina operations.
- Considerable knowledge boating protocol, navigation, docking procedures, safety, etc.
- Considerable knowledge in the operations of a small private business or governmental enterprise.
- Considerable knowledge of pertinent federal, state, and local laws and certifications regarding public sponsored sailing schools.
- Skill in collaborative conflict resolution and problem solving.
- Ability to plan and coordinate the various functions of public facility operations. Especially historic interpretation, historic display, educational programming, and community outreach.
- Ability to establish and maintain harmonious relationships with other employees, town and state officials, volunteers and the general public.
- Ability to express ideas effectively in oral and written forms, and make presentations.

- Ability to firmly and tactfully interpret and enforce codes and operating policy.
- Ability to establish and maintain effective working relationships with community groups, federal, state, regional, county, and town officials, volunteers, and the general public.
- Ability plan and schedule multiple activities and required duties within a forty (40) hour work period.

Physical Requirements

- Must be able to perform basic life functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking and hearing.
- Must be able to perform moderate work exerting up to 40 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or negligible amount of force constantly to move objects.
- Must have visual acuity to perform the following: prepare and analyzing data and figures, accounting, transcription, computer terminals, extensive reading and visual inspection involving the operation of machines, light equipment and using measurement devices.
- Must be a competent swimmer.

Desirable Education and Experience

- High School Graduation.
- Prefer additional education in business administration.
- Must have or be able to obtain all appropriate certifications as a sailing school coordinator.
- Prefer experience with wooden boat history, construction, and maintenance.
- Prefer prior experience in historic site management and programming.

Special Requirements

- Possession of a valid North Carolina driver's license.
- Must be bondable.

Town of Manteo
Budget Amendment No. 6
Fiscal Year 2011-2012

BE IT ORDAINED by the Governing Board of the Town of Manteo, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year beginning July 1, 2011 and ending June 30, 2012.

DOCK FUND

The following revenues are increased in the Dock Fund:

24-3991-9910 Fund Balance Appropriated Dock Fund \$25,650

The following will be increased in the Dock Fund

24-4000-1200 Salaries \$25,650
24-4000-1820 Retirement Contribution
24-4000-1830 Insurance Contribution
24-4000-1860 Workman's Comp Insurance
24-4000-1860 401 K Contribution

If approved this portion of the budget amendment would fund a salary for the remainder of the fiscal year 2011-2012

The following revenues are increased in the Dock Fund:

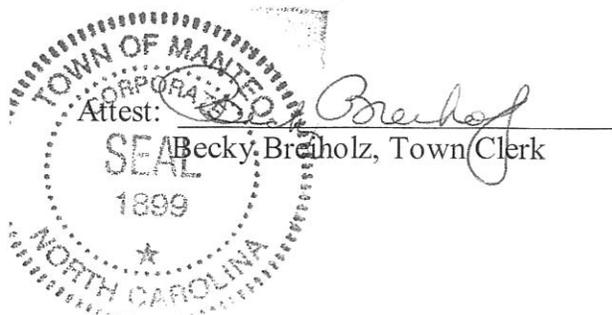
24-3991-9910 Fund Balance Appropriated Dock Fund \$8,344

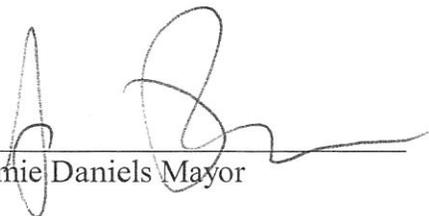
The following will be increased in the Dock Fund

24-4000-4910 Dues and Subscriptions \$ 480
24-4000-3700 Advertising \$ 150
24-4000-3805 Website Development \$ 1,500
24-4000-3950 Travel and Training \$ 1,500
24-4000-2900 Other Supplies \$ 1,814
24-4000-5500 R & M Equipment \$ 2,700
24-4000-2600 Office Supplies \$ 200

If approved this portion of the budget amendment would fund the line items requested in the proposal for operating summary of the Manteo Maritime Museum for 2012 operating year through June 30, 2012.

This the 1st day of February, 2012





Jamie Daniels Mayor

NORTH CAROLINA
DARE COUNTY

THIS AGREEMENT made and entered into this the 1st_ day of January, 2012, by and between The Town of Manteo, a body politic, (hereinafter TOWN); and The County of Dare, a body politic, (hereinafter COUNTY).

W I T N E S S E T H :

WHEREAS, the parties hereto have previously entered into certain agreements concerning the supply and pricing of water from COUNTY to TOWN; and

WHEREAS, the parties now desire to enter into a new agreement, superseding and replacing all previous agreements between the parties concerning the matters referred to above.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties enter into the following agreement:

1. SCOPE OF AGREEMENT: This agreement is the sole agreement between the parties concerning provision of water from COUNTY to TOWN and the price that TOWN shall pay COUNTY for such water.

2. EFFECT ON PAST AGREEMENTS: As of the effective date of this agreement, all COUNTY obligations to provide water and agreements concerning the cost of water pursuant to any previous written or oral agreement or obligations or liabilities of the parties concerning the matters and things which are the subject of this agreement, shall become null and void. Notwithstanding, TOWN agrees to pay COUNTY for any water supplied by COUNTY to Town prior to the effective date of this agreement at the rate and upon the terms set forth in the previous agreement.

3. OWNERSHIP DISTRIBUTION SYSTEMS: The water distribution system used by each of the parties to distribute water to its customers shall be the sole property of that party. The water distribution system of each party means all property, real or personal, associated with the distribution of water to customers of the parties and includes, but is not limited to, all water storage tanks, pipelines, pumps, vehicles, tools, fixtures, and equipment associated with the distribution of water by the parties to this agreement. TOWN's distribution system begins at the meter where the volume of water purchased by the TOWN is measured. The meter measuring the volume of water sold to TOWN shall be a part of the COUNTY distribution system.

4. COSTS AND EXPENSES ASSOCIATED WITH DISTRIBUTION SYSTEMS: Each of the parties shall be responsible for all costs, expenses or liabilities necessary to, or associated with, the

operation, maintenance, replacement, upgrade and repair to its respective distribution system and shall forever indemnify and hold harmless the other parties from payment of the same.

5. PRODUCTION OF WATER: COUNTY shall be solely responsible for the production of water to be supplied to TOWN. COUNTY shall be responsible for all costs of production and shall pay the costs of all labor, equipment, material, or other expenses associated with the production of water.

6. COUNTY SOLE SUPPLIER OF WATER: The parties acknowledge and agree that COUNTY is the sole supplier of water, that TOWN shall not purchase water from any other source and that TOWN shall not be allowed to supply water to any entity outside their municipal boundaries, except those customers who, as of the date of this agreement are outside those boundaries and are receiving water from TOWN.

7. WATER QUALITY: Water supplied to TOWN by COUNTY shall be potable and shall meet all mandatory State and Federal water quality requirements at the point where the water leaves the COUNTY water supply system and enters the TOWN distribution system. COUNTY shall have no responsibility for water quality at the "tap" of any customers of TOWN and TOWN shall hold COUNTY harmless from such liability.

8. DELIVERY OF WATER TO TOWNS: COUNTY agrees to deliver water to TOWN and at a flow adequate to deliver TOWN's allocated amount of water. COUNTY shall have no responsibility or liability for maintaining water pressure within TOWN.

9. SYSTEM CAPACITY: System capacity shall mean the amount of water that the system can safely produce on peak days, as determined by COUNTY.

10. WATER ALLOCATION: TOWN shall be authorized to purchase up to one million gallons per day so long as COUNTY has capacity to provide such volume.

11. OBLIGATION TO SUPPLY ALLOCATED WATER: COUNTY shall provide to TOWN the water purchased at the point of connection of TOWN'S distribution system to the COUNTY, upon demand. It shall be the responsibility and duty of COUNTY to produce sufficient potable water, so long as suitable raw water supplies are available, and to provide TOWN water up to the amount TOWN is authorized to purchase, and COUNTY shall bear all costs associated with the production and delivery of such water, except as may otherwise be provided in this agreement.

12. EXPANSION OF PRODUCTION FACILITIES: If TOWN has exceeded its allocated amount of water on two consecutive days in the previous twelve month period, except as provided in Paragraph 20 or as otherwise provided, and if there is sufficient water supply to accommodate expansion after meeting other contractual obligations of COUNTY, the production facilities shall be expanded to meet the increased demand and TOWN shall pay unto COUNTY all costs and expenses associated with expansion of the system as they become due.

COUNTY, upon request of TOWN or upon a required expansion as provided above, shall expand the COUNTY water production system to meet the increased demand. If in the sole discretion of COUNTY such expansion requires expansion of an RO facility to meet demand, such expansion shall be in not less than 1 million gallon per day increments. COUNTY shall not be allowed to expand the system by more than 2 million gallons per day without first determining, by a qualified hydrologist or engineering firm qualified in hydrology, that upon such expansion there shall remain sufficient raw water available, from the sources now supplying raw water or from such other sources as may become available in the future, to meet COUNTY's contractual obligations to provide water to other entities and accommodate such expansion.

TOWN shall bear all costs and expenses associated with expansion requested or required by TOWN. In lieu of expanding an RO production facility as provided above, COUNTY shall have the option to provide water from other sources, to the TOWN, in an amount equal to the amount of water which would be needed by the town to meet the expansion needs. If COUNTY elects not to expand an RO production facility, but to provide water from another source, the TOWN shall pay the costs and expenses associated with procuring water from such other source, up to and not in excess of the costs to expand had DC elected to expand an RO production facility. In the event the cost of expansion using such other sources is less than the cost of expanding an RO production facility, the TOWN shall pay the lesser cost.

Upon the completion of the expansion, the system capacity and the water allocation of the party which paid for the expansion shall be increased by the number of gallons the system was expanded. In the event that more than one of the parties contributed to the expansion costs, their respective water allocation shall be increased by the percentage of the costs paid by each party times the number of gallons added to the system by the expansion.

Notwithstanding the foregoing, if any expansion required or requested under this paragraph requires DC to expand the building housing the RO Plant, the cost of expanding the building shall be borne by DC.

13. NO IMPEDIMENTS TO ACCESS OR WATER WITHDRAWAL: TOWN agrees that they shall take no action to impede access to or withdrawal of water from wells which may be located, now or in the future, within TOWN.

14. REDUCTION IN RAW WATER SUPPLY: In the event of a reduction in the raw water supply due to drought, seasonal factors, governmental regulation, or for any other reason which reduces the supply of raw water and which results in the imposition of water use restrictions whether temporary or permanent, such restrictions placed upon COUNTY's retail water customers shall apply to TOWN's retail customers as well. COUNTY as the operator shall determine whether a reduction in raw water supply has occurred and whether the water restrictions set forth in this paragraph shall be imposed.

15. COUNTY WHOLESALE WATER RATE: COUNTY shall supply water to TOWN in the quantities set forth above. The cost of water to TOWN shall be the COUNTY Wholesale Water Rate (COUNTYWWR) times each thousand gallons (rounded to the nearest thousand gallons) delivered by COUNTY from its production system to the distribution system of TOWN. COUNTY shall bill TOWN and on a monthly basis and such bill shall be due and payable within thirty days from mailing by COUNTY.

The implementation of the COUNTYWWR to TOWN shall occur in phases as follows: Beginning on July 1, 2012 TOWN will be charged the rate charged prior to the implementation of this agreement plus 1/3 of the difference between the COUNTYWWR and the rate charged prior to the effective date of this agreement; beginning July 1, 2013 TOWN will be charged the rate charged prior to the implementation of this agreement plus 2/3 of the difference between the COUNTYWWR and the rate charged prior to the effective date of this agreement; Beginning on July 1, 2014 and thereafter TOWN will be charged the COUNTYWWR.

16. CALCULATION COUNTYWWR: Standard rates (all are per thousand gallons) to be used as the COUNTYWWR shall be the previous fiscal year's actual costs divided by the total number of gallons distributed to the distribution systems of the parties using the eligible costs as defined below.

A reconciliation under the terms of Paragraph 18 below shall be performed to reconcile the amounts paid through the use of the above standard rates with the actual costs for the fiscal year for which the standard rates were used.

The costs used to calculate the COUNTYWWR shall be: operating and maintenance costs for the RO Plant Fund (RO Production Plant located in KDH) and the Skyco Production Fund, reasonably related to the production of potable water under this contract; plus administrative overhead for each of those plants as determined by an annual Cost Allocation Plan, calculated by a third party per the requirements of OMB Circular A-87 or its successor and accepted by the North Carolina Department of Human Resources or its successor; plus the annual requirement for membrane reserve for the RO Production Plant, as calculated in Paragraph 31 below; plus the amount for other capital replacement as provided in Paragraph 33 below. Operating and maintenance costs for both the RO Plant Fund and the Skyco Plant Fund shall include capital items which do not meet the definition of "Other Capital Replacement" set forth in Paragraph 33 below.

17. MEMBRANE RESERVE FUND: The annual sum to be paid into the membrane reserve fund by the parties shall be determined by COUNTY as follows: (a) the estimated number of years until membrane replacement will be required; (b) the estimated total future cost of membrane replacement; (c) the amount held as membrane reserve will be deducted from the total estimated future replacement cost (item (b)); and (d) the result from the calculation in (c) shall be divided by (a) to determine the total annual membrane reserve fund (total costs captured divided by years remaining until replacement).

18. RECONCILIATION OF COUNTYWWR: At the end of the COUNTY fiscal year, and no later than November 15th, actual expenditures shall be reconciled against amounts provided by the standard rates set forth above. (For the purpose of this paragraph, actual expenditures shall mean the actual amount of money spent by COUNTY for the eligible costs plus other allowable cost items as provided in Paragraph 16 above) In the event that the COUNTYWWR using actual expenditures is greater than the COUNTYWWR using the standard rates set forth above, the difference between what the TOWN actually paid COUNTY for water during the previous fiscal year and the COUNTYWWR calculated using actual expenditures and applied to the water received by the Towns in the previous fiscal year, shall be due and owing from TOWN to COUNTY. COUNTY shall bill TOWN for such sums and such bill shall be due 30 days from mailing. In the event that COUNTYWWR calculated using actual expenditures is less than the COUNTYWWR using the standard rates set forth above, the difference between COUNTYWWR using actual expenditures and applied to the water received by TOWN during the previous fiscal year, and the amount paid to COUNTY by TOWN in the previous fiscal year, shall be due and owing from COUNTY to TOWN within 30 days from the date the financial information necessary to recalculate the COUNTYWWR is received by TOWN. Interest shall accrue on all receivables due to TOWN or to COUNTY at a rate equal to the seven day yield offered by the North Carolina Capital Management Trust Cash Portfolio, or its successor, as of July 1st of the fiscal year which is ending. Such interest shall be calculated on such receivables from the preceding January 1st until paid. Prior to mailing a bill or statement, COUNTY shall make its records used in calculating the COUNTYWWR available to TOWN in order for TOWN and to verify such figures and calculations.

19. OTHER CAPITAL REPLACEMENT: The term "Other Capital Replacement" used in the calculation of COUNTYWWR shall mean any equipment, fixtures, machinery, tools or other personal property or real property improvements, whether purchased or leased, which have a useful life greater than five years or which costs fourteen thousand thirty four dollars (\$14,034.00) or more. The ten thousand dollar limitation set forth in this paragraph shall be adjusted annually for inflation by the percentage increase or decrease in the Consumer Price Index for the Southeastern Region on the first day of each fiscal year. The increased or decreased amount shall be the threshold for that fiscal year.

MISCELLANEOUS

20. EMERGENCIES: The parties acknowledge that emergency situations, such as fires, water line breaks, tornadoes, hurricanes and other such unanticipated short term events, may occur from time to time. When such events occur, the distribution system or systems in which the emergency occurred shall be allowed to exceed their allocated water amounts in order to meet the emergency needs. The excess use of water during the emergency shall not count as a "consecutive day" or a "peak use day" and shall not trigger the required expansion set forth in Paragraph 12 above. The distribution system or systems in which the emergency occurs shall take reasonable efforts to conserve water and to isolate and repair water line breaks as quickly as possible. In such emergency situations, if COUNTY determines that the supply of water does not meet the demand for water in all distribution systems, COUNTY may in its discretion declare such event a "Seasonal Variation" and water

restrictions shall be imposed in all distribution systems of the parties hereto as provided in Paragraph 14 above.

21. TERM: The effective date of this agreement shall be January 1, 2012. This agreement shall remain in effect for a period fifteen years from the date hereof. At the end of the fifteen year term or any renewals, this agreement shall renew for additional fifteen year terms. TOWN may elect to withdraw from this agreement at the end of the initial term or at the end of any renewal term, provided the TOWN gives COUNTY written notice of its intent to withdraw from the contract five years before the expiration of the initial term or any renewal term. If TOWN elects to withdraw from this agreement as provided above, COUNTY's sole liability to TOWN shall be any sums due to TOWN as a result of the reconciliation required by Paragraph 18 above.

22. ENTIRE UNDERSTANDING OF PARTIES: This agreement contains the entire understanding of the parties concerning the matters set forth herein and there are no representations, warranties, covenants or undertakings, oral or written, other than those expressly set forth herein. This agreement may only be modified or amended by express written agreement, executed by all the parties.

23. DEPOSIT OF FUNDS IN EVENT OF DISPUTE: In the event of a dispute in the payment of any sums due from TOWN to COUNTY pursuant to the terms of this agreement, TOWN shall, on or before the due date for payment of such sums, deposit the disputed amount in an interest bearing account until the dispute is resolved under the dispute resolution process set forth in Paragraph 44 below or is resolved by agreement of the parties to the dispute. The terms of the dispute resolution process shall then determine who is entitled to the deposited funds including all accrued interest. In the event that TOWN fails to deposit such sums within the time set forth above, all damages or awards recovered by COUNTY under the provisions of Paragraph 44 below shall be trebled. This remedy shall be in addition to and without prejudice to all other remedies available to COUNTY

24. COUNTY DEPOSIT OF FUNDS IN EVENT OF DISPUTE: In the event of a dispute in the payment of any sums due from COUNTY to TOWN or pursuant to the terms of this agreement, COUNTY, on or before the due date for payment of such sums, shall deposit the disputed amount in an interest bearing account until the dispute is resolved under the dispute resolution process set forth in Paragraph 44 below or is resolved by agreement of the parties to the dispute. The terms of the dispute resolution process shall then determine who is entitled to the deposited funds including all accrued interest. In the event that COUNTY fails to deposit such sums within the time set forth above, all damages or awards recovered by TOWN or under the provisions of Paragraph 44 below shall be trebled. This remedy shall be in addition to and without prejudice to all other remedies available to TOWN or.

25. DISPUTE RESOLUTION PROCESS: In the event of any dispute, controversy or claim arising out of or relating to this contract, or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, controversy, claim or breach. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just

and equitable solution satisfactory to the parties. If they do not reach such solution within sixty days, then upon notice by any of the parties, the dispute, controversy, claim or breach shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial rules and judgment may be entered in any Court having jurisdiction thereof.

Any of the parties to the dispute may apply to the court having jurisdiction hereof and seek injunctive relief, under the applicable Rules of Civil Procedure, to maintain the status quo or to protect the rights of the parties until the arbitration tribunal's determination on the merits.

Except as provided in this agreement, the arbitrators shall have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this agreement. Except as provided in this paragraph, the arbitrators shall have the authority to award any remedy or relief that a court of the State of North Carolina could order or grant.

The arbitrators shall award to the prevailing party, if any, all of its costs and fees. "Costs and fees" shall mean all reasonable preaward expenses of the arbitration, including the arbitrators' fees, administrative fees, witness fees, deposition costs, court costs, attorney's fees and other out of pocket costs of the prevailing party.

The arbitrators' decision shall be in writing and shall contain specific and detailed findings of fact and conclusions of law. Either of the parties to the arbitration may, within 30 days of receipt of the written arbitrators' decision, appeal the decision to Dare County Superior Court. The court shall sit as an appellate court and shall be bound by the findings of fact determined by the arbitrators, if such facts are supported by substantial evidence. The Court may reverse or modify the arbitrators decision if the substantial rights of the appealing party have been prejudiced because the arbitrators findings, inferences, conclusions or decisions are: (a) in violation of constitutional provisions; (b) affected by an error of law; (c) failed to follow the procedure agreed upon by the parties; (d) in excess of the authority of the arbitrators as provided in this agreement; (e) unsupported by substantial evidence admissible under the rules of the American Arbitration Association; (f) arbitrary or capricious. In addition to the "costs and fees" set forth above, the prevailing party shall be awarded all out of pocket costs, including attorney's fees, associated with the appeal of the arbitrators' decision. The decision of the Superior Court shall be final and binding upon the parties.

25. OTHER OBIGATIONS OF COUNTY: In the event that this agreement conflicts with any of the provisions of that certain agreement between COUNTY, Town of Nags Head and Town of Kill Devil Hills, dated the ___ day of ____, 1996, (the Underlying Agreement), the provisions of the Underlying Agreement shall supersede the provisions of this agreement.

26. SEVERABILITY: If any part of any provision of the agreement is invalid or unenforceable under applicable law, the provision will be ineffective only to the extent of the invalidity or unenforceability without in any way affecting the remaining parts of the provision or this agreement.

27. WAIVER: No provision of this agreement will be deemed to have been waived by either of the parties unless the waiver is in writing and signed by the party against whom enforcement of the waiver is sought. No custom or practice which may develop between the parties in the administration of this agreement is to be construed to waive or lessen any party's right to insist on strict performance of this agreement.

28. FORCE MAJEURE: If a party is delayed, hindered or prevented from the performance required under this agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of like nature or events beyond the reasonable control of a party and not the fault of the party delayed in performing work or doing acts, that party is excused from performance for the period of the delay. The period for the performance of any act will be extended for the period of the delay.

29. COUNTERPARTS: This agreement shall be executed in two counterparts with each of the parties retaining an executed counterpart.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above written.

County of Dare

By: _____ (SEAL)

Attest:

Clerk

Town of Manteo

By:  _____ (SEAL)

Attest:


Clerk

