1. Call to Order
   A. Pledge of Allegiance
   B. Moment of Silence

2. Public Comments

3. Consent Agenda
   A. Minutes from the May 22, 2019, Mid-Month Meeting

4. Special Presentations
   A. Introduction of the 2019 Lifeguards

5. Old Business/Items Deferred from Previous Meetings
   A. Discussion/Consideration of Appointing Individuals to the Board of Adjustment

6. New Business
   A. Discussion/Consideration of Authorizing the Town Manager to Execute a Contract with VHB Engineering of NC, P.C. for Delineation of Wetlands and Permitting Assistance Related to the Town of Duck Erosion Projects related to the Boardwalk and Sidewalk
   B. Discussion/Consideration of Authorizing the Town Manager to Execute a Contract with VHB Engineering of NC, P.C. for Engineering Design of Pedestrian Improvements for Phase III and Phase IV of the Town of Duck Comprehensive Pedestrian Plan Improvements

7. Items Referred to and Presentation from the Town Attorney

8. Items Referred to and Presentations from the Town Manager
   A. Update on Departmental Activities
   B. Update on Public Safety Building Environmental Assessment
   C. Financial Statements for June of FY 2019
9. Mayor’s Agenda

10. Council Members’ Agenda

11. Other Business
    
    A. Additional Public Comments

12. Adjournment
ITEM #1:

Call to Order

A. Pledge of Allegiance
B. Moment of Silence

RECOMMENDED ACTION:

- Call the Town Council to order
- Conduct the Pledge of Allegiance
- Hold a Moment of Silence

SUMMARY OF INFORMATION:

The Mayor will call the Council to order and the Council will lead the audience in the recitation of the Pledge of Allegiance and will hold a Moment of Silence.

ATTACHMENTS:

- None
ITEM #2:

Public Comments

RECOMMENDED ACTION:

• None required.

SUMMARY OF INFORMATION:

The Council shall receive comments from the public.

ATTACHMENTS:

• None
AGENDA: July 3, 2019 Regular Meeting

ITEM #3:

Consent Agenda

A. Minutes from the May 22, 2019, Mid-Month Meeting

RECOMMENDED ACTION:

- Approve the Consent Agenda

(As a reminder, the Consent Agenda is intended to be voted on and approved as one motion. If discussion is required on individual items, a motion must be made to remove that item from the Consent Agenda and add it to the Regular Agenda.)

SUMMARY OF INFORMATION:
The Consent Agenda includes minutes from the May 22, 2019, Mid-Month Meeting. Council is asked to approve the minutes.

ATTACHMENTS:

- May 22, 2019, Mid-Month Meeting Minutes
The Town Council for the Town of Duck convened at the Paul F. Keller Meeting Hall at 1:00 p.m. on Wednesday, May 22, 2019.

COUNCIL MEMBERS PRESENT: Mayor Don Kingston; Mayor Pro Tempore Monica Thibodeau; Councilor Nancy Caviness; Councilor Chuck Burdick; and Councilor Jon Britt.

COUNCIL MEMBERS ABSENT: None.

OTHERS PRESENT: Town Manager Christopher Layton; Director of Community Development Joe Heard; Police Chief John Cueto; Fire Chief Donna Black; Attorney Andrew Howle; Director of Marketing and Special Events Christian Legner; Public Relations Assistant Betsy Trimble; and Town Clerk Lori Ackerman.

OTHERS ABSENT: Town Attorney Robert Hobbs.

Mayor Kingston called the meeting to order at 1:03 p.m. He welcomed Attorney Andrew Howle. He stated that earlier in the month he attended a Dare County Board of Commissioners meeting and the Town received an award for one of the Best 2018 Restored Beaches from the American Shore and Beach Preservation Association. He noted that the Towns of Duck, Kitty Hawk and Southern Shores share in the award.

Town Manager Chris Layton was recognized to speak. Town Manager Layton went on to read a letter that was received recently applauding the Town on a great job making visitors have an enjoyable time with all of the amenities available.

Director of Community Development Joe Heard was recognized to speak. Director Heard gave a short update on the existing pedestrian plan project to Council and the audience.

PRESENTATION BY STEWART ON THE CAMA LAND USE PLAN UPDATE

Town Manager Layton stated that Jay McLeod and Elizabeth Alley with Stewart were contracted with the Town for the CAMA Land Use Plan update. He stated that they have been busy meeting with staff and other stakeholder groups and would continue to meet others. He stated that he was happy that Stewart was on board and he looked forward to a great Land Use Plan.

Jay McLeod and Elizabeth Alley of Stewart were recognized to speak. Mr. McLeod and Ms. Alley went on to give a short presentation to Council and the audience on what their company does and how the update to the Town’s CAMA Land Use Plan will be done,
noting that the process was customized to the Town and involves extensive community input, which will take close to one year to complete and would culminate with a review and adoption of the plan in the Spring of 2020.

Mayor Pro Tempore Thibodeau stated that she was glad that there were so many ways for people to engage in the process. She asked if Jay McLeod and Elizabeth Alley had worked with a vision before. She added that she was curious how the Town’s Vision, independent of the CAMA Plan, would play into what Stewart was doing. Jay McLeod stated that they have worked with visions as it has been a starting point for their work.

Mayor Kingston asked how Stewart’s relationship was with the Coastal Resources Commission and CAMA with respect to the adoption of a Land Use Plan. Jay McLeod stated that it was pretty good. He added that they recently had a Land Use Plan approved in another town as well as another one up for certification in August/September for the Town of Carolina Beach. He explained that the CAMA certification process was a legislative mandated process and they work with staff and representatives to make sure all boxes are checked off that are needed.

Councilor Caviness asked if Stewart worked with demographics similar to Duck’s. Jay McLeod stated that Duck was a unique town, especially when meeting with some of the stakeholders earlier in the day and hearing their perspective on things. He stated that they recently worked with the Town of Cullowhee, which was similar in demographic makeup to Duck. Councilor Caviness asked when Stewart worked with the Town of Cullowhee, if social media was used and if it was successful. Elizabeth Alley stated that it was very successful. She explained that they have used on-line surveys and received a lot of feedback.

Mayor Kingston thanked Jay McLeod and Elizabeth Alley for their presentation.

**DISCUSSION OF PROPOSED FY 2020 BUDGET**

Town Manager Layton stated that there were no surprises in the budget and all of the items that were included were things that Council has discussed at some level. He noted that there was no tax increase proposed and the tax increase that was implemented last year was still adequate to fund the services and operations for the next year or two. He stated that there were always complicating factors in the future that the Town has no control over, such as whether other towns will be increasing their taxes. He noted that if they did, it would not impact Duck next year, but would the year after that. He stated that at some level, Council has to be cognizant of the decisions being made, not just how they impact the year being discussed but also moving forward. He stated that he tries to do so with the Five-Year Forecast.

Town Manager Layton stated that there was a Harry Brown sales tax bill out there. He explained that each year, Harry Brown puts forward a bill to redistribute the sales tax revenue and if it were to happen, Dare County would be hit the hardest. He added that, depending on how and when it would be implemented, it would be approximately
$300,000 in lost revenue, specifically to the Town. He noted that the bill has not “grown feet” and advanced over the last several years, but it was just a few votes away from something like that happening. He reiterated that it was not something Duck could control but was something that Council needed to be aware of as they go forward.

Town Manager Layton stated that the Public Safety building was working its way through the process and may become an item this year if the Town was able to get through to the engineering phase. He stated that if that were the case, this budget would have the funding pulled from the Fund Balance to fund the engineering and architectural fees to get the Town to final construction. He added that another item Council needed to be aware of was beach nourishment. He pointed out that Council had discussed the implications of where the rate would be set and was not something that would need to be addressed today but would have an impact moving forward. He stated that there was a revaluation that will be coming up with revenue rates having to be discussed. He noted that there were a lot of unknowns in the out-years that decisions made today could impact those.

Town Manager Layton stated that one item for final adoption that would need an adjustment would be that RPC Contracting has moved forward with repaving or putting concrete in the northern area of Duck. He reminded Council that RPC Contracting had originally thought they would not have enough time to put that in before the summer started; however, they have started that process and staff expected it to be completed this fiscal year. He stated that in the Streets and Highways for the Duck Trail Repaving, funding would be pulled out of that which would be reflected as going into the Fund Balance for this budget. He noted that it would be done at the final adoption of the budget. He stated that, because staff was told they would not get to it until the fall, he had already budgeted the money into next year.

Town Manager Layton stated that he was pleased with the budget he presented and thought it adequately reflects the goals as he knows them from Council and he was happy to discuss it further.

Mayor Kingston suggested that Council review the budget by category.

Mayor Kingston directed Council to review the Revenues section of the budget. Councilor Burdick asked if there was any impact on the draft budget with regard to the other towns announcing what they were doing for the coming year. Town Manager Layton stated that it would not for this fiscal year. He explained that he always includes a fudge factor in his five-year forecast knowing that some kind of change could be made. He added that with the rumors that he has heard, until he saw what was in writing and what was adopted, it was all guesswork. He stated that what he has included in the budget with the percentages for the out-years, does compensate for it. Councilor Burdick asked Town Manager Layton if he was comfortable with the five-year projection that it was reasonable. Town Manager Layton stated that he was.
Mayor Kingston noted that the Town usually receives $10,000 from the Government Access Channel Grant. Town Manager Layton stated that he would appropriate it once the Town applies for it.

Mayor Kingston directed Council to review the Expenditures section of the budget.

Mayor Kingston directed Council to review the Governing Body section of the budget. Mayor Pro Tempore Thibodeau thought Town Manager Layton had laid out a pretty comprehensive look at the 2020 budget. She stated that the budget was weighing heavy on her mind from lifeguard requirements to personnel costs as well as overall changes that will be happening. She asked when the Town would be looking at revaluation. She asked if it was for the Fiscal Year 2021-2022 budget. Town Manager Layton stated that he was told that Fiscal Year 2020 would be when the work would be done and then in Fiscal Year 2021 would be when the Town would see the revaluation implementation. Mayor Pro Tempore Thibodeau asked if it would be possibly the next budget cycle. Town Manager Layton stated she was correct, adding that it would be revenue neutral.

Mayor Kingston thought by law that the revaluation had to be completed by Fiscal Year 2021. Town Manager Layton agreed. Councilor Burdick thought for planning purposes, it should not be counted as it would not be significant. Town Manager Layton agreed.

Councilor Burdick pointed out that the big cost to the Town was personnel. He stated that the budget assumed some growth, especially with regard to the Assistant to the Town Manager position. He asked if beyond that, if Town Manager Layton was assuming any other significant growth. Town Manager Layton stated that he did not include any additional positions in his projections. He explained that even though there were thoughts that additional employees for the Police and Fire Departments may be needed, he had not been convinced of it. He added that he could put in a fudge factor but was not comfortable doing that. Councilor Burdick clarified that Town Manager Layton was planning to keep it level at this point. Town Manager Layton stated he was correct. Councilor Burdick clarified that the increases should be around 3% per year. Mayor Pro Tempore Thibodeau added that it would include the new position. Town Manager Layton stated they were correct. He stated that the factors that would go into the salaries were merit increases, merit bonuses, health insurance, and any changes that may happen.

Mayor Pro Tempore Thibodeau clarified that Town Manager Layton was estimating $1.5 million for Sanitation. She asked if it was because of some unprecedented expenses. Town Manager Layton stated that the previous year included disaster cleanup. Mayor Pro Tempore Thibodeau clarified that Town Manager Layton was not accounting for disaster cleanup. Town Manager Layton stated that he was not.

Mayor Kingston directed Council to review the Administration section of the budget. He asked if it included the new position. Town Manager Layton stated that it did. Councilor Burdick asked when the Assistant to the Town Manager position would be filled. Town Manager Layton stated that he was not going to rush it as he wanted to work diligently for it. He guessed it would be filled after the first of the year. Councilor Burdick asked if
it would be a good idea to make sure to have the new employee in place sooner so that they would be involved in the budget process. Town Manager Layton thought it would be ideal if it could be worked out, but he felt that he wanted to work diligently to fill it and not just fill the position.

Mayor Kingston directed Council to review the Finance section of the budget. There were no comments.

Mayor Kingston directed Council to review the Legal section of the budget. Councilor Burdick asked if the Town was done with the easements for the pedestrian plan. Town Manager Layton stated that staff was still working on some of them. Director Heard stated that the preliminary estimates were based on some of the surveys for the redesign of the width of it. He noted that the Town was anticipating obtaining two easements. Councilor Burdick noted that the Town was expecting a significant increase. Mayor Pro Tempore Thibodeau disagreed, noting that it was the same as last year. Councilor Burdick disagreed. Mayor Pro Tempore pointed out that it was budgeted for $70,000 and the same figure was also requested for the budget. She added that even if it was budgeted, it didn’t mean it would be totally spent. Town Manager Layton stated that he would like the figure to decrease, but with Legal, it never seems to happen. Mayor Kingston stated that it’s been a flat budget year after year. Councilor Burdick stated that it has been flat for years. Mayor Pro Tempore Thibodeau noted that there was an increase at one point.

Mayor Kingston directed Council to review the Public Buildings section of the budget. Councilor Britt asked if the boardwalk repairs were repairs that were anticipated. Town Manager Layton stated that he was anticipating normal wear and tear.

Mayor Pro Tempore Thibodeau asked what the estimate would be for engineering for the new Public Safety building. Town Manager Layton stated that the estimate he was working with was $450,000. Mayor Pro Tempore Thibodeau asked if the Town expected that for this year, which was unpredictable, it would be put in this section of the budget. Town Manager Layton stated that he would, and it would be under Professional Services.

Councilor Burdick clarified that Town Manager Layton was looking at $450,000. Town Manager Layton stated that it would be in the budget, but the year was an unknown. Councilor Britt stated that it would be between this year and next year. Mayor Pro Tempore Thibodeau added that it would be if the Town gets the green light for the project. Councilor Burdick noted that Fiscal Year 2022 showed debt service. Town Manager Layton agreed.

Mayor Kingston directed Council to review the Information Technology section of the budget. Town Manager Layton stated that the significant item for this line item were the server upgrades and associated cleanup.
Mayor Kingston directed Council to review the Police section of the budget. Councilor Burdick asked what the vehicle life was for the Police vehicles. Town Manager Layton stated that it was approximately seven years.

Councilor Caviness asked if the overtime was due to staffing shortages, injuries or bad timing. Town Manager Layton stated that there were some people out, which was a significant factor and the other reason was he changed how overtime was coded for staff that works holidays. Councilor Caviness clarified that this year’s projection was normal. Town Manager Layton stated that it was.

Mayor Kingston directed Council to review the Fire section of the budget. He asked if there was a plan to replace Deputy Chief William Walker. Town Manager Layton stated that there was. Mayor Pro Tempore Thibodeau asked what would happen to his vehicle. Town Manager Layton stated that the request to replace it would still move forward. He noted that there would not be any additional vehicles purchased, just the replacement of that one.

Mayor Kingston directed Council to review the Inspections section of the budget. There were no comments.

Mayor Kingston directed Council to review the Ocean Rescue section of the budget. Town Manager Layton reminded Council that the Ocean Rescue section included the whole package for the additional lifeguard increase and the H2B Visas. He stated that the projection only included a factor based on this and did not include additional stands or anything in the out-years. He stated that he did not include those because he was not convinced that it was needed yet since he could not comfortably justify it. He noted that he felt comfortable with the request that was made and the additional expenses for this year but thought a more incremental approach to future additions of lifeguards was something that needed to be looked at on an annual basis.

Councilor Burdick asked if the international recruiting process was a one-time expense or something that would be repeated each year. Town Manager Layton stated that it will have to be renewed, but the initial year would be the largest expense. He anticipated coming back with a cost of living expense adjustment each year, which would not include those additional costs.

Mayor Pro Tempore Thibodeau clarified that the estimates did not have lifeguard stands and lifeguards included. Town Manager Layton stated she was correct.

Councilor Burdick asked if Ocean Rescue Director Mirek Dabrowski was putting the total cost for the international lifeguards on the Town. Town Manager Layton stated he was. Councilor Burdick stated that if that was the case, then Council needed to see some decrease proportionate to the number of lifeguards in place compared to the total. Town Manager Layton thought it was reasonable to expect that there could be a decrease in the out-years.
Mayor Kingston noted that the Town of Southern Shores did not have the extended period for lifeguards like Duck has and the increase in stands and lifeguards was just for Duck. Councilor Burdick didn’t understand why that was the case. Town Manager Layton stated that Ocean Rescue Dabrowski’s thinking was that the big issue was finding lifeguards that could be here when the others go back to school in the fall, which were mainly the international lifeguards.

Mayor Pro Tempore Thibodeau thought Ocean Rescue Director Dabrowski has been under-estimating his expenses, which was the reason for the jump in cost. Councilor Britt noted that the salaries were also being adjusted to be competitive. Town Manager Layton stated that a lot of it was being pushed by Nags Head.

Mayor Kingston directed Council to review the Streets and Highways section of the budget. Town Manager Layton explained that Capital Outlay Over $5,000 will have a $60,000 decrease in the final budget because it reflects the improvements to the north. Councilor Burdick clarified that it reflected expenditures and not any grants received. Town Manager Layton stated he was correct.

Mayor Kingston asked if Phase I of Phase III was just the west side of the road. Town Manager Layton stated that it was just the east side of the road from Duck Deli to Ship’s Watch. He added that Phase IV would be the west side of the road.

Councilor Burdick asked if it would be in the area of the inlet. Town Manager Layton stated that it was in that area. Councilor Burdick asked if there was enough space. Town Manager Layton believed there was but was still verifying it. Councilor Burdick stated that if the Town moved forward with Phase III and discovered there isn’t enough room, then Phase III would have to move inward toward the ocean. He pointed out that Council needed to know if there was enough space before going into Phase III. Town Manager Layton stated that at this point, it was believed that there was space. He added that for Phase IV, he believed there was enough right-of-way space to get the sidewalk and bicycle lane installed.

Councilor Caviness asked if Council would have the opportunity to examine the next two phases together before moving into Phase III. Town Manager Layton stated that Council could, but if Council wanted to do that, it would need to be done immediately because the timeline for bids was getting shorter. He stated that if there was a specific concern about design or something of the like, then he suggested Council speak to him or Director Heard before they work with VHB. He added that if there was a larger concern about rocks or the type of vegetation, they could be dealt with without having to slow down the specifications. Councilor Burdick pointed out that he gave his concerns as he would really like to see that the path would not be very narrow near the inlet. Town Manager Layton agreed. He added that for Phase IV, a concept would be brought to Council at their Retreat and go over it then as well as seek comments.

Councilor Caviness noted that the Town was about to start its land use planning and over the last several years there has been a lot of flooding in that area. She stated that she was
concerned about the resiliency of that area because it’s so vulnerable. She wasn’t sure
what the solution was, but until the sound side resiliency is looked at an assessed, she was
concerned about any kind of infrastructure on either side of the road in that area. She
added that she wasn’t as worried about having enough width, but more worried if it was
so vulnerable in that area. Town Manager Layton explained that resiliency was the
ability to recover. He stated that on the east side, he wasn’t concerned about losing the
infrastructure there. Councilor Caviness agreed, noting that it may get flooded. Town
Manager Layton agreed. Councilor Caviness stated that it could get damaged but would
not get taken out. Town Manager Layton stated that on the west side, if the question was
whether he was concerned about a wash out that would cause the concrete to collapse, he
was not. He added that there may water and debris in that area due to a storm. He stated
that as part of the budget, $15,000 was for permitting for the sills, which included
locating the subaquatic vegetation. He stated that it was added to that area, so the process
can be started; however, the complication was that it was not the Town’s property, so at
some point the Town would have to get into riparian rights and what could be done. He
didn’t think it was an issue that could not be overcome, but staff’s thought was that the
work would need to be done in order to know what was available to come up with a
design.

Councilor Burdick stated that he asked the question because he knew it would be years.
He stated that he watched that area get closer and closer over time. Councilor Caviness
pointed out that Hurricane Irene knocked out that area. Councilor Burdick disagreed,
adding that half the road disappeared, which caused the road to be closed for a few days.
He thought the Town could anticipate that there will be a worst case in the future. Town
Manager Layton agreed. Councilor Burdick stated that if the sidewalk is put in in that area,
then there could be a time where a storm takes it out and it will need to be put back. He
asked again if there was an adequate amount of space in that area for a sidewalk. Town
Manager Layton stated that he was satisfied that the sidewalk can be put in that area. He
stated that with regard to the possibility of having it adjusted slightly, he was factoring in
six inches or a foot in some places and if the Town could obtain easements from property
owners. He added that staff has been told there is enough room and he was confident
with that. He stated that he would be happy to provide Council with something from the
engeers saying as such.

Councilor Britt stated that he has watched the sound get closer every day and it was
definitely a problem. He stated that he did not want to rush things on Phase III of the
pedestrian plan. He reiterated that the area in question has slowly eroded over the years
and would continue to erode. Mayor Pro Tempore Thibodeau stated that the Town was
saving money in Phase III by not installing the bulkheading. She wondered if everything
could be pushed further west. She stated that if the Town were to forgo Phase IV and
make Phase III wider, the bulkhead on the east side would not be encroached upon. Town
Manager Layton stated that it was an NCDOT decision and would cause a delay in
the project. Mayor Kingston noted that the Town had a few months to work on the issue
and thought VHB would be the one to address it. Councilor Burdick stated that he did
not want to redesign anything but wanted to see if the Town was comfortable with the
plan. Town Manager Layton stated that it could be done. Mayor Kingston thought it was
important to re-engage VHB to be sure what will be done on the west side will be satisfactory and feasible.

Mayor Kingston directed Council to review the Sanitation section of the budget. Mayor Pro Tempore Thibodeau asked why disaster debris removal was not in this section. Town Manager Layton stated that there were many years where it was not needed. He added that if the Town has an issue with storm clean up, the funds would be there and available.

Councilor Burdick stated that he did not see the FEMA contribution. Town Manager Layton stated that it was shown on the Revenue side. He stated that the Town expected to receive approximately $107,000-$110,000 from FEMA, which was already shown in the projections.

Mayor Pro Tempore Thibodeau stated that it was a contract, so the Town knows what was going on contractually, which was helpful. She clarified that this budget was what was estimated. Town Manager Layton stated that it was his estimate for commercial, residential, solid waste and recycling.

Councilor Caviness asked if the park cleanup would be in this section. Town Manager Layton stated that it was.

Mayor Kingston directed Council to review the Beach Protection section of the budget. There were no comments.

Mayor Kingston directed Council to review the Community Development section of the budget. Town Manager Layton noted that there were two major studies that the Town was working on – the CAMA Land Use Plan and Western Carolina University. He added that since they were starting so late, he would be re-appropriating funds into it in the next year. Councilor Burdick clarified that Fiscal Year 2019 included the estimate. Town Manager Layton stated that it did.

Mayor Kingston directed Council to review the Parks section of the budget. Councilor Burdick asked about the increase under Miscellaneous Events. Town Manager Layton stated that it was the costs for the events that were held.

Mayor Kingston clarified that Parks was another area that was set off by FEMA, i.e., the repairs to the boardwalk. Town Manager Layton stated that those repairs were reflected under Public Buildings. He noted that the $15,000 under Professional Services was for the permitting for the erosion project.

Mayor Kingston directed Council to review the Transfers to Other Funds section of the budget. There were no comments.

Mayor Kingston directed Council to review the Budgetary Accounting section of the budget. Councilor Burdick clarified that there was nothing in Transfers for
renourishment in the later years. Town Manager Layton stated that it was in there. Councilor Burdick asked if it included the MSD revenue. Town Manager Layton stated that it was the MSD revenue.

Mayor Kingston directed Council to review the Capital Reserve – Beach Fund section of the budget. Town Manager Layton stated that he tries to do an estimated budget for the Capital Reserve.

Mayor Kingston called for a five-minute recess. The time was 2:53 p.m. Mayor Kingston reconvened the meeting.

Mayor Kingston directed Council to review the Appendices sections of the budget. There were no comments.

Mayor Kingston directed Council to review the CIP section of the budget. He directed Council to look at the Project Cost Summary.

Mayor Pro Tempore Thibodeau asked if the Police Department was replacing the police vehicles every two to three years. Town Manager Layton stated that there would be three vehicles replaced this year, next year will not have any replacement vehicles, Fiscal Year 2022 will have three vehicles replaced, Fiscal Year 2023 will have one vehicle replaced, and Fiscal Year 2024 would have three vehicles replaced. Councilor Burdick asked how many police vehicles were in the fleet. Town Manager Layton stated that there were 13.

Mayor Kingston directed Council to look at the General Fund Impact Summary. Councilor Caviness asked if the replacement of Engine 111 was correct. Fire Chief Black stated that it was.

Councilor Burdick asked how much the Town was spending per year for the Public Safety Building. Town Manager Layton stated that it was $600,000.

Councilor Burdick moved to authorize the Budget public hearing for Wednesday, June 5, 2019 at 7:00 p.m.

Motion carried 5-0.

Mayor Kingston stated that the next meeting would be the regular meeting on Wednesday, June 5, 2019 at 7:00 p.m.

**ADJOURNMENT**

Councilor Britt moved to adjourn the meeting.

Motion carried 5-0.

The time was 3:12 p.m.
Approved: ________________________

Don Kingston, Mayor

Lori A. Ackerman, Town Clerk
ITEM #4:

Special Presentations

A. Introduction of 2019 Surf Rescue Staff

RECOMMENDED ACTION:

- See Attachments

SUMMARY OF INFORMATION:

- See Attachments

ATTACHMENTS:

- See Attachments
ITEM #4A:

Special Presentations

A. Introduction of 2019 Lifeguards

RECOMMENDED ACTION:

- None required

SUMMARY OF INFORMATION:

Mirek Dabrowski of Duck Surf Rescue will introduce the 2019 lifeguards.

ATTACHMENTS:

- None
ITEM #5:

Old Business/Items Deferred from Previous Meetings

A. Discussion/Consideration of Appointing Individuals to the Board of Adjustment

RECOMMENDED ACTION:

• See Attachments

SUMMARY OF INFORMATION:

• See Attachments

ATTACHMENTS:

• See Attachments
ITEM #5A:
Old Business/Items Deferred from Previous Meetings

A. Discussion/Consideration of Appointing Individuals to the Board of Adjustment

RECOMMENDED ACTION:

- Appoint individuals to serve on the Board of Adjustment

SUMMARY OF INFORMATION:

At Council’s June 5, 2019 meeting, the existing members of the Board of Adjustment were re-appointed to serve another three year term. Council decided to table appointing individuals to take Kent Zimmerman’s place as well as the other vacant position on the Board from William Guillaume’s resignation until July in order to have those that wished to be appointed come before Council to express their interest. The Town has received four applications for the position (Donna Krieger withdrew her application). These applications were submitted by James Blose, Patti Bossert, Robert Wetzel and Anthony Parisi.

ATTACHMENTS:

- Blose Application
- Bossert Application
- Parisi Application
- Wetzel Application
APPLICATION FOR BOARDS, COMMITTEES, AND COMMISSIONS  
TOWN OF DUCK

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Please Complete Each Section (Print or Type)

Name: James F. Bloom, Jr. (Jay)

Home Address: 105 Waxwing Court, Duck, N.C. 27949

Mailing Address: Same

Business Address: Same

Home Phone: (252) 261-8881  Mobile Phone: (609) 354-8290

Email: JayBloom@Charter.net

Boards/Committees/Commissions I am most interested in:

- ✔ Planning Board
- ✔ Zoning Board of Adjustment
- ☐ Municipal Property Master Plan Advisory Committee
- ☐ Duck Trail Committee
- ☐ Community Improvement Committee
- ☐ Fourth of July Parade Committee
- ☐ Special Events Committee
- ☐ Wall Decor and Artwork Committee
- ☐ Other (please list) _____________________________

Education (Including Years of School Completed):

- Diploma AHS, personable high school
- Diploma Clemson University, College of Architecture, 1973

(Rev. 3/17)
Current Employer  Retired from ARRAY ARCHITECTS, NYC
Registered Architect
Title/Position  Sr. Project Manager  Years in Current Position  44 years, 2 years Retired

Brief Description of Duties:
Registered Architect, 1979
Health Care Specialty Practice, Eastern U.S., 44 years

Other Employment History
Clients included New York Presbyterian, NYU Langone,
Mount Sinai, Cancer Treatment Centers of America, Johns Hopkins Hospital,
Anne Arundel Medical Center, Cornell University Hospital, Dept. of Veterans Affairs,
Baltimore Medical Center, ArchCare, New York Health & Hospitals Corp., etc.

Interests/Skills/Areas of Expertise
Architecture, Planning, Interiors,
Health Care, Project Management, QA/QC, The Arts in General,
Regulatory Compliance, Graphic Design

Current Professional Organizations/Civic and/or Political Activities
American Institute of Architects, Emeritus

Past Professional Organizations/Civic and/or Political Activities
Construction Specifications Institute - Construction Documents
Technologist (CDT), Certified Construction Contract Administrator
American College of Healthcare Architects (CCCA)

Comments
Property owner in Duck since 2007, Permanent Resident as of 2018

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Town Council?

☐ No  ☐ Yes (If yes, please attach an explanation of the possible conflict)

I certify that the facts contained in this application are true and correct to the best of my knowledge and belief. I understand that this application will be retained in the Office of the Town Clerk for two (2) years and must be updated after that time. If not updated as requested by the Town Manager, the application will be removed from the active consideration file.

Signature
Date 5/8/19

RETURN COMPLETED FORM TO:
Office of the Town Clerk
Town of Duck
Post Office Box 8369
Duck, NC 27949

(Rev. 3/07)
APPLICATION FOR BOARDS, COMMITTEES, AND COMMISSIONS
TOWN OF DUCK

FOR OFFICE USE ONLY

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Please Complete Each Section (Print or Type)

Name: Patti Bessert

Home Address: 102 Pelican Way, Duck, NC 27949

Mailing Address: Same as above

Business Address: N/A

Home Phone: 911-616-6861 Business Phone: N/A

Email: paboss160@aol.com

Boards/Committees/Commissions I am most interested in:

- Planning Board
- Zoning Board of Adjustment
- Municipal Property Master Plan Advisory Committee
- Duck Trail Committee
- Community Improvement Committee
- Fourth of July Parade Committee
- Special Events Committee
- Wall Décor and Artwork Committee
- Other (please list) ________________

Education (Including Years of School Completed):

BA, St. John's University
Current Employer: Retired US Postal Inspector
Title/Position: Team Leader
Years in Current Position: N/A

Brief Description of Duties:

Other Employment History:

Interests/Skills/Areas of Expertise:
Complex criminal investigations required attention to detail.

Current Professional Organizations/Civic and/or Political Activities:
Federal Law Enforcement Officers Association
Chair of Sandbridge Homeowners Ass Landscape Committee

Past Professional Organizations/Civic and/or Political Activities:
Member of Board of Directors, Hillside Swimmers Club
Member of Westerly Kiwanis Society (critic)

Comments: I have participated in numerous beach plantings organized by the Town of Duck as well as volunteered at the Jazz Fest.

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Town Council?

☐ No  ☐ Yes (If yes, please attach an explanation of the possible conflict)

I certify that the facts contained in this application are true and correct to the best of my knowledge and belief. I understand that this application will be retained in the Office of the Town Clerk for two (2) years and must be updated after that time. If not updated as requested by the Town Manager, the application will be removed from the active consideration file.

Signature: [Signature]
Date: [May 30, 2019]

RETURN COMPLETED FORM TO:
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Duck, NC 27949

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Please Complete Each Section (Print or Type)

Name__________________________________________________________________________

Anthony M. (Tony) Parisi

Home Address__________________________1540 Duck Road, Duck, NC

Mailing Address________________________Same

Business Address________________________Same

Home Phone________(805) 444-4567________Business Phone________(805) 444-4567

Email________________parisit48@gmail.com

Boards/Committees/Commissions I am most interested in:

___ Planning Board
___ Municipal Property Master Plan Advisory Committee
___ Duck Trail Committee
___ Fourth of July Parade Committee
___ Wall Décor and Artwork Committee
___ Other (please list) ______________________________

X Zoning Board of Adjustment
___ Community Improvement Committee
___ Special Events Committee

Education (Including Years of School Completed):


(Rev. 3/07)
Current Employer  
Parisi Strategies LLC

Title/Position  
CEO

Years in Current Position  
2

Brief Description of Duties:
Consulting for states, counties, cities, military and developers to ensure development is compatible with military missions (part-time).

Other Employment History
Over 28 years as Navy officer with experience in every facet of facilities planning & project management. Retired as Captain (O-6). 18 years as Navy civilian and independent consultant on smart development including extensive involvement in general plans & zoning ordinances.

Interests/Skills/Areas of Expertise
Intelligent planning & development with extensive stakeholder involvement.

Current Professional Organizations/Civic and/or Political Activities
Network for Endangered Sea Turtles (NEST) & Marine Mammal Stranding Network Volunteer; Society of American Military Engineers

Past Professional Organizations/Civic and/or Political Activities

Comments
My experience in facilities planning & general plan/zoning ordinances make me very qualified for this position. Also, I am a full-time Duck resident.

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Town Council?

☑ No
☐ Yes (If yes, please attach an explanation of the possible conflict)

I certify that the facts contained in this application are true and correct to the best of my knowledge and belief. I understand that this application will be retained in the Office of the Town Clerk for two (2) years and must be updated after that time. If not updated as requested by the Town Manager, the application will be removed from the active consideration file.

Signature

Date 5/30/2019

RETURN COMPLETED FORM TO:
Office of the Town Clerk
Town of Duck
Post Office Box 8369
Duck, NC 27949

(Rev. 3/07)
APPLICATION FOR BOARDS, COMMITTEES, AND COMMISSIONS
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Please Complete Each Section (Print or Type)

Name: Robert E. Wetzell, Jr. (306)

Home Address: 141 Betsy Ct., Duck, NC

Mailing Address: P.O. Box 8353 Duck, NC

Business Address: ____________________________

Home Phone: 804-314-9566  Business Phone: ____________________________

Email: REW611@gmail.com

Boards/Committees/Commissions I am most interested in:

- Planning Board
- Municipal Property Master Plan Advisory Committee
- Duck Trail Committee
- Fourth of July Parade Committee
- Wall Décor and Artwork Committee
- Other (please list)

Zoning Board of Adjustment

Community Improvement Committee

Special Events Committee

Education (Including Years of School Completed):

VA Tech - BS Finance; Univ. of Richmond - MBA; Maryland School of Banking

(Rev. 3/07)
Current Employer: Retired 2012 from Federal Reserve Bank of Richmond
Title/Position: SVP & General Auditor
Years in Current Position: 37 total, 12 as SVP

Brief Description of Duties:
Responsible for internal audits of FRB Richmond's operations and IT infrastructure. Also for 4 yrs. responsible for developing the Bank's annual budget and managing expense accounting operations.

Other Employment History: VA Employment Commission - 4 yrs.

Interests/Skills/Areas of Expertise: I have a strong commitment to community service and a desire to be more involved in town activities. My experience in management risk assessments & control evaluations would be useful in many volunteer positions.

Current Professional Organizations/Civic and/or Political Activities:
Active Volunteer for Town of Duck Events.

Past Professional Organizations/Civic and/or Political Activities:
Institute of Internal Auditors: Past President and Treasurer of Neighborhood Rec Association.

Comments:

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Town Council?

☑ No  ☐ Yes (If yes, please attach an explanation of the possible conflict)

I certify that the facts contained in this application are true and correct to the best of my knowledge and belief. I understand that this application will be retained in the Office of the Town Clerk for two (2) years and must be updated after that time. If not updated as requested by the Town Manager, the application will be removed from the active consideration file.

Signature: [Signature]
Date: 05/29/2019

RETURN COMPLETED FORM TO: Office of the Town Clerk
Town of Duck
Post Office Box 8369
Duck, NC 27949

(Rev. 3/17)
ITEM #6:

New Business

A. Discussion/Consideration of Authorizing the Town Manager to Execute a Contract with VHB Engineering of NC, P.C. for Delineation of Wetlands and Permitting Assistance related to the Town of Duck Erosion Projects related to the Boardwalk and Sidewalk

B. Discussion/Consideration of Authorizing the Town Manager to Execute a Contract with VHB Engineering of NC, P.C. for Engineering Design of Pedestrian Improvements for Phase III and Phase IV of the Town of Duck Comprehensive Pedestrian Plan Improvements

RECOMMENDED ACTION:

- See Attached

SUMMARY OF INFORMATION:

- See Attached

ATTACHMENTS:

- See Attached
ITEM #6A:

New Business

A. Discussion/Consideration of Authorizing the Town Manager to Execute a Contract with VHB Engineering of NC, P.C. for Delineation of Wetlands and Permitting Assistance Related to the Town of Duck Erosion Projects related to the Boardwalk and Sidewalk

RECOMMENDED ACTION:

- Authorize the Town Manager to Execute the with VHB Engineering of NC, P.C. for Delineation of Wetlands and Permitting Assistance Related to the Town of Duck Erosion Projects related to the Boardwalk and Sidewalk

SUMMARY OF INFORMATION:

For the last several years the Town has been working on conceptual level solutions for erosion at property located at the Duck Town Park. After much back and forth with permitting agencies, it was determined that a sill could be permitted along the Town Boardwalk, but that a larger projected involving fill and planting would not be permissible due to the presence of subaquatic vegetation (SAVs). This contract would update the SAV survey for the boardwalk sill project and bring that project to permit submittal. In addition, this contract would provide for an SAV survey, wetland delineation and U.S. Army Corps of Engineers Preliminary Jurisdiction Determination related to Phase IV of the Comprehensive Pedestrian Plan Improvements. This would be the first part of developing conceptual level solutions to erosion issues at the Phase IV location between Resort Realty and Sunset Grill. Funds for this contract ($14,200) are included in the FY 2020 Budget.

ATTACHMENTS:

- Contract
DELINEATION OF SAV AND WETLANDS
AND
PERMITTING ASSISTANCE
TOWN OF DUCK, DARE COUNTY, NORTH CAROLINA
VHB CONTRACT NO. 81898.19

April 4, 2019

This Agreement is composed of Parts I and II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II references the Terms and Conditions of Agreement, which contain the general terms of the engagement between the Town of Duck, North Carolina, hereinafter called the "Client," and VHB Engineering NC, P.C. (VHB).

PART I

SCOPE OF SERVICES

The purpose of this scope of work is to perform field surveys of wetlands and subaquatic vegetation in support of two projects. The first project includes the installation of a wooden sill attached to the existing Town boardwalk in a section of the Currituck Sound approximately 900 feet in length. The second project involves the construction of a new sidewalk that would run along the west side of Route 12 between the Resort Realty office and Sunset Grill for a distance of approximately 1,400 linear feet. Both projects involve potential future construction of a marsh fill as part of a living shoreline project; this is the purpose for the SAV survey. Anticipated environmental work includes a survey of subaquatic vegetation in the Currituck Sound within both project areas and delineation of the jurisdictional wetland boundary for the sidewalk. [NOTE: surveying of the wetland flagging locations will be accomplished by a subconsultant to VHB under a separate contract.] Furthermore, the Town intends to complete the permit application for the sill, but requests VHB support services in completing the application figures and responding to regulatory questions during the application review period. This scope also includes administrative time and time allotted for agency/team meetings. Permitting for the sidewalk project, if required, would be accomplished under a future separate contract.

1.0 SUBAQUATIC VEGETATION SURVEY FOR BOARDWALK SILL AND SIDEWALK AREAS

VHB proposes a survey of subaquatic vegetation (SAV) for the two project areas using a drone with the capability of orthophotography. The total area of coverage is estimated to be 12 to 15 acres. The drone will be flown during the summer months at a time when SAV is visible through the water column from the air. Photos with images of the SAV beds will be combined to create a single file image and merged into GIS. The boundaries of SAV beds will be digitized from the photo to create a GIS shapefile for future permitting. In addition, a VHB biologist will survey sample plots within the SAV beds to gauge the relative frequency of native versus non-native SAV species. Approximately 5 to 6 plots will be sampled per study area. Plots will be approximately 1 m² in size. Survey results will be presented to regulatory staff and used in potential future regulatory permitting.

Deliverables: 8.5” x 11” prints of drone photos, GIS file depicting SAV beds, and results of sample plots.
2.0 PERMIT APPLICATION SUPPORT SERVICES FOR BOARDWALK SILL PROJECT

VHB will provide support services to the Client to assist with the preparation and filing of a permit application for the wooden sill. VHB has previously created permit drawings for the sill; VHB will re-date and title the drawings as needed but will otherwise use the drawings in their current form. The Client will complete and submit the permit application form. In addition, VHB will assist the Town with addressing any questions asked by regulatory staff during the review of the application. VHB anticipates that the agencies may want to visit the site to view the project area. VHB will facilitate one agency site visit. It should be noted that the SAV survey included in this scope is not required for permitting of the boardwalk sill (task below); however, the Town is considering a follow-on project to construct a marsh fill area landward of the sill. The SAV survey is intended to support this potential future project.

VHB will use this task dedicated to administration, client communications (emails, memos, etc.), team meetings and regulatory teleconference calls associated with the environmental work.

Deliverables: 8.5" x 11" copies of the previously prepared permit drawings, agenda and notes for agency site visit, notes from regulatory teleconference calls.

3.0 FIELD DELINEATION OF WETLANDS/WATERS FOR SIDEWALK

A certified wetland delineator with VHB will perform a wetland delineation along the west side of NC 12 (Duck Road) in Duck, NC from Resort Realty to Sunset Grille (approximately 1,400 linear feet in distance). The work will include flagging of the boundary of jurisdictional wetlands and waters in accordance with the Regional Supplement of the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region. The delineation will include the placement of pin flags at points along the upper limits of the wetland boundary or ordinary high water mark, each sequentially numbered for identification. Data will be collected within wetland and adjacent upland community types to support the delineation to include a listing of the dominant vegetation, a description of the soil profile, and a description of the localized hydrology. VHB anticipates that no more than 6 data stations would be required to provide coverage of the study area. Field photographs will also be taken across various community types and at each data station. Photographs will be cataloged and used as an appendix in reporting. VHB will coordinate with a subconsultant (as part of a separate contract) to survey the location of each pin flag to be used in the production of a wetland delineation map. The various wetland types (open water, forested, shrub, or emergent) will be identified and classified according to U. S. Army Corps of Engineers (USACE) protocol. Jurisdictional areas regulated under the North Carolina Coastal Area Management Act (CAMA) will be identified based on the presence of the 10 CAMA marshland plant species (https://deq.nc.gov/about/divisions/coastal-management/coastal-management-estuarine-shorelines/wetlands/get-to-know-coastal-wetlands). All identified CAMA wetlands will be mapped in the field using an iPAD connected to a Trimble R1 GPS receiver with sub-meter accuracy.

Deliverables: 8.5" x 11" wetland delineation map, wetland data sheets.

4.0 USACE PRELIMINARY JURISDICTIONAL DETERMINATION (PJD) FOR SIDEWALK

VHB will compile the delineation information described above as part of a request to the USACE Wilmington District Office to confirm the wetland delineation with the project study area. The field data will be transferred to standardized USACE data forms. The confirmation package will include a cover letter describing the properties, USACE landowner permission form, figures and maps, the USACE data forms, and field photographs. After the package is submitted, VHB will arrange one site visit with a USACE representative to inspect the delineation. The final product will include a preliminary wetland delineation confirmation letter from the USACE that will remain valid for a 5-year period. The timeframe to have the wetland delineation confirmed by the USACE is dictated by the schedule of the USACE representative assigned to the project, which is beyond the control of VHB. Typically, a USACE representative will schedule a site visit within 1 to 2 months after the confirmation request package is received. The total time to complete the wetland delineation field work,
prepare and submit the USACE confirmation request, perform a site visit with a USACE representative, and receive the USACE confirmation letter is estimated to take approximately 3 months.

Deliverables: USACE wetland confirmation package, site visit notes, PJD letter from USACE.

SERVICES NOT INCLUDED

Services not listed in the Scope of Services above are not included in this Agreement at this time. Should additional work be requested by the Client, VHB will submit an amendment to this Agreement for approval and signature by the Client.

SCHEDULE

VHB will begin the Services included in this Agreement on the date of receipt of a fully executed Agreement.

VHB has previously completed the permit drawings for the boardwalk sill; we will re-date and deliver these to the Client within one week of receiving the executed Agreement. VHB will then coordinate with the Client and the regulatory agencies on the schedule for the permitting process.

VHB will complete the wetland delineation field work and submittal of USACE confirmation package within three weeks of receiving the executed Agreement.

VHB will conduct the SAV survey during the summer months; the exact timing will depend on weather and water conditions. VHB will coordinate this timing with the Client.
COMPENSATION

VHB will perform the services included in this agreement on a lump sum basis, as detailed below. These lump sum fees include labor and expenses:

1.0 Subaquatic Vegetation Survey for Boardwalk Sill and Sidewalk Areas $ 6,500
2.0 Permit Application Support Services for Boardwalk Sill Project $ 3,000
3.0 Field Delineation of Wetlands/Waters for Sidewalk $ 1,900
4.0 USACE Preliminary Jurisdictional Determination (PJD) for Sidewalk $ 2,800

TOTAL LUMP SUM FEE $14,200
VHB Engineering NC, P.C., AUTHORIZATION

By: ________________________________

Title: ________________________________

Date: 4/10/19

CLIENT AUTHORIZATION

The Town of Duck, North Carolina, agrees with Part I, which includes the Scope of Services, Schedule, and Compensation, and Part II, which includes the Terms and Conditions of the Agreement. Together they constitute the entire Agreement between VHB Engineering NC, P.C., and the Town of Duck.

TOWN OF DUCK, NORTH CAROLINA

By: ________________________________

Title: ________________________________

Date: ________________________________
PART II

VHB ENGINEERING NC, P.C.
TERMS AND CONDITIONS OF AGREEMENT

The engagement of VHB Engineering NC, P.C. (VHB) by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.

2. Payment to VHB is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.

3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice. A RETAINER OF $ - 0- IS REQUIRED BEFORE SERVICES CAN COMMENCE UNDER THE AGREEMENT.

4. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

5. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2% percent per month.

6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

7. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to VHB within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client, suspend services under this Agreement until VHB has been paid in full all amounts due VHB and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for the Client under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. Among other things, VHB's project manager and Client's representative will confer as often as reasonably necessary about any issues that arise involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any
questions or issues, Client’s representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

8. VHB agrees to carry the following insurance during the term of this Agreement:
   - Workmen’s Compensation and Employer's Liability Insurance in compliance with statutory limits.
   - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.
   - Professional Liability Insurance with a limit of $1,000,000 per claim and in the aggregate
   - Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of $1,000,000 per occurrence.

   Certificates of insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

9. The Client and VHB shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

10. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB.

11. VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information required to be provided by Client under this Agreement.

12. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and sub-contractors from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.

13. VHB’s services will be performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes set forth in the Agreement. Client acknowledges that VHB’s services require decisions that are not based upon science, but rather upon judgmental considerations. Client may not delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of VHB.
14. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").

Consistent with this Standard of Care, the services shall conform to applicable laws, codes, ordinances, and regulations of any governmental agency having jurisdiction over the project, at the time services are rendered. VHB shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.

15. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB's having to certify, guaranty or warrant the existence of conditions whose existence VHB cannot ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall be given in VHB's professional opinion consistent with the Standard of Care. VHB shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

16. Client hereby agrees that to the fullest extent permitted by law, VHB's total liability to Client and any persons or entities claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed $50,000 (fifty thousand dollars).

17. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to VHB; and the Client, shall release, indemnify and hold harmless VHB from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and the third person or entity seeking to reuse said documents.

If any information hereunder is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and not as record documents.

18. To the extent permitted by law, VHB retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this agreement, unless otherwise agreed to in writing by an authorized VHB representative. Subject to Term No. 17 above, VHB licenses to Client the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this agreement on a non-exclusive basis.
19. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.

20. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Client or VHB, or their employees, sub-consultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however, the same may be caused.

21. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between Client and VHB.

22. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or VHB. VHB's services under this Agreement are being performed solely for the benefit of the Client and no person or other entity shall have any claim against VHB because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Client and any VHB employee, representative or consultant. The Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, the Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

23. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

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

25. VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

26. Client understands that the requirements of the Americans with Disabilities Act ("ADA") are evolving and will be subject to various, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's project will comply with all ADA requirements or ADA interpretations.
ITEM #6B:

New Business

B. Discussion/Consideration of Authorizing the Town Manager to Execute a Contract with VHB Engineering of NC, P.C. for Engineering Design of Pedestrian Improvements for Phase III and Phase IV of the Town of Duck Comprehensive Pedestrian Plan Improvements

RECOMMENDED ACTION:

- Authorize the Town Manager to Execute the with VHB Engineering of NC, P.C. for Engineering Design of Pedestrian Improvements for Phase III and Phase IV of the Town of Duck Comprehensive Pedestrian Plan Improvements

SUMMARY OF INFORMATION:

This contract provides for services related to Phase III (east side of NC 12 from Duck Deli to Ships Watch) and Phase IV (west side of NC 12 from Resort Realty to Sunset Grill) of the Comprehensive Pedestrian Improvements. Phase III services include final design, bidding, and construction management services. Phase IV services include preliminary design, including shoreline stabilization. Funds for this contract ($125,500) are included in the FY 2020 Budget.

ATTACHMENTS:

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

Finance Officer

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
VHB ENGINEERING NC, P.C AND
TOWN OF DUCK, NORTH CAROLINA
ENGINEERING DESIGN OF PEDESTRIAN IMPROVEMENTS
PHASE III
VHB CONTRACT NO. 88661.30
June 14, 2019

This Contract includes details of the services to be performed, timing of the services, and compensation for the above-referenced project. This Contract is subject to the Terms and Conditions of our original Agreement, which contain the general terms of the engagement between the Town of Duck, North Carolina, hereinafter called the "Client," and VHB Engineering NC, P.C. (VHB).

PART I

PROJECT DESCRIPTION

The Client and VHB have worked for several years on master planning and designing pedestrian-related infrastructure improvements along NC 12 from the vicinity of Four Seasons Lane to the existing terminus of the shared use path in the vicinity of Ship’s Watch. Construction of Phase I has been completed, and construction of Phase II is underway. The Client now proposes to prepare final construction plans and bid documents for Phase III, based upon available funding as well as the need to complete construction during a single off season. Phase III will include the crosswalks, retaining walls, signs, accessibility improvements and sidewalk improvements along the east side of NC 12 from Duck Deli to Ship’s Watch. It is anticipated that bid documents will be prepared and finalized for advertisement and bidding in July of 2019 with construction of the improvements completed by May 2020.

The final plans for Phase III will be based on the preliminary plans previously completed by VHB. Whereas the preliminary plans included an 8’ wide sidewalk on the east side of NC 12 in this phase, the final plans will include a 5’ wide sidewalk. This adjustment will allow a reduction in the length and height of the retaining walls in this phase of work. The reduced sidewalk width will also be advanced in conjunction with preliminary design consideration of a 5’ wide sidewalk on the west side of NC 12 from Resort Realty to Sunset Grille (the original plans did not include a sidewalk on the west side in this section, given the narrow space between the road and the Sound). The westside sidewalk will constitute Phase IV of the project, for which this scope includes preliminary design. The preliminary design will include a wetland delineation, preliminary sidewalk layout, and preliminary opinion of probable construction cost (for grant application purposes).

SCOPE OF SERVICES

In order to assist the Client with bidding and construction, VHB and our subconsultants (as identified below) will undertake the following scope of services:

1.0 PRELIMINARY DESIGN SERVICES FOR PHASE IV

It is anticipated that the Town will seek the funds to complete Phase IV of the project and to prepare for construction during the off-season of 2020/21. Phase IV will pick up from the terminus of Phase II on the west side of NC-12 at Resort Realty and include a new sidewalk to connect to the existing crosswalk at Sunset Grille. Phase IV will also make connections to existing private piers. Based on coordination with the Client, VHB has conducted preliminary assessments of feasibility and constraints in this area. To help advance this phase, VHB will support the Town’s grant application by providing graphics for this final phase and developing a preliminary opinion of probable construction cost. Additionally, VHB will prepare a presentation for the Town’s annual council.
retreat. This presentation will include an update for the council members on the progress of Phase III construction and update them on the preliminary design of Phase IV.

a. **Wetland delineation and confirmation**
   - Wetland delineation and confirmation for this section of the project will be accomplished by VHB under separate contract to the Town.

b. **Existing Conditions Survey**
   - VHB’s subconsultant, TSC Surveying, P.L.L.C., will conduct field survey activities to confirm the location and extents of riprap adjacent to the project area and to survey locate the wetland flags associated with the delineation referenced above.

c. **Preliminary sidewalk layout**
   - Based on available topographic and property/right-of-way data, along with the wetland delineation information gathered in the above task, VHB will develop preliminary drawings for the sidewalk along the west side of the roadway. The preliminary plans will show the feasibility and constraints of constructing a sidewalk in this section, and will form the basis for a preliminary opinion of probable construction cost.

d. **Preliminary shoreline treatment**
   - VHB will develop concept-level drawings showing potential treatments to stabilize the shoreline along this Phase IV sidewalk area. To allow flexibility at this preliminary stage, and pending assessment of submerged aquatic vegetation (to be done under separate contract), VHB will show two concept-level options: one for a living shoreline with breakwater and one for a near-shore bulkhead. Final decisions on the preferred option, engineering design, and permitting will be accomplished as part of a potential future contract.

e. **Preliminary opinion of probable construction cost**
   - Based on the preliminary sidewalk layout, VHB will develop a preliminary opinion of probable construction cost. The primary purpose of the cost opinion will be for use in pursuing project funding.

### 2.0 **FINAL DESIGN SERVICES FOR PHASE III**

a. **Design refinements and packaging of Construction Documents**
   - VHB will revise the drawings (developed by VHB and dated June 2016). In addition to creating a separate construction drawings set for Phase III, VHB will finalize the project grading, driveway tie-ins, retaining wall details, chalet-stone (river rock) details, landscape bed preparation and mulching, sign and pavement marking details, and pathway tie-in at Ship’s Watch. VHB will update the specifications used for construction of Phases I and II to create the bid documents for Phase III. Based on coordination with the Client, VHB has conducted preliminary assessments of feasibility and constraints and initiated the design modifications to the Phase III plans.
   - In addition to the final details listed above, VHB will modify the plans to show a 5’ wide concrete sidewalk instead of the originally-planned 8’ wide concrete sidewalk. Based on the 5’ width, VHB will also make associated modifications to grading and retaining walls.
   - VHB will provide necessary graphics to the Client to facilitate property owner meetings. After review by the Client of these recommendations, VHB will incorporate these updates into the final construction documents as directed by the Client.

b. **Opinion of Probable Construction Cost**
   - VHB will update quantity take-offs and construction cost opinions based on the 100% construction document submission.

c. **Coordination and meetings for review of the final documents**
   - VHB will submit the bid package (95% plan set) for review and comment by the Client. The Client shall submit the 95% plan set to NCDOT for review and issuance of an Encroachment Agreement.
   - Following review and comment on the 95% set, VHB will deliver a comment response memo...
documenting any changes to be made; based on Client and NCDOT concurrence on the response memo, VHB will then finalize the bid documents for advertisement.

- VHB will attend one meeting with the Client and NCDOT to review the plans.
- VHB will attend one meeting with the Client and utility owners to review the plans.

d. Platting
- VHB’s subconsultant, TSC Surveying, P.L.L.C., will prepare property plats for the project. This scope of services includes preparation of the following plats:
  1) Barrier Island Station Inc. – 100 Olde Duck Road
  2) Barrier Island Station Common Areas – 1245 Duck Road
  3) Gold Duck LLC – 1247 Duck Road

e. Delivery
- VHB will provide three sets of the final bid documents including drawings, specifications, and construction cost opinion. VHB will also provide an electronic (pdf) version of the final documents.

3.0 BIDDING SERVICES

VHB will prepare an advertisement for construction of Phase III; the Client shall be responsible for placing the advertisement. VHB will conduct a pre-bid meeting to review the plans with potential bidders and solicit questions; following receipt of questions, VHB will issue any necessary addendums. Prior to the pre-bid meeting, the Client will request marking of utility locations by the utility owners, and request that the marking be timed so that prospective bidders can review the marked locations at the time of the pre-bid meeting. VHB will attend the Bid Opening; if the Client does not receive the required number of bids, the Client will re-advertise the project and solicit of second round of bidding. If rebidding occurs, VHB will attend the second Bid Opening.

4.0 LANDSCAPE DESIGN REVISIONS AND BIDDING

VHB will revise the landscape drawings (developed by VHB and dated June 2016). In addition to creating a separate landscape drawings set for Phase III, VHB will update the specifications used for the landscaping of Phases I and II to create the bid documents for Phase III. VHB will coordinate with the Client on receiving bids from a selected bidder list.

Delivery
- VHB will provide two sets of the final bid documents including drawings, specifications, and construction cost opinion. VHB will also provide an electronic (pdf) version of the final documents.

5.0 PRELIMINARY CONTRACTOR SERVICES

After receiving the required number of bids, VHB will evaluate each bid package for accuracy and any discrepancies, prepare a bid comparison document, and make a recommendation of award in preparation of the September 2019 Town Council meeting. VHB will prepare the Agreement between the Town of Duck and contractor; VHB will use the standard form: EJCDC C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).

During this contractor contracting period, VHB will coordinate with the contractor to provide the necessary drawing packages and electronic CADD for field layout. VHB will coordinate with the contractor on the proposed construction schedule (targeted for completion by May 15, 2020) while also accommodating the Town’s schedule of special events, particularly the Jazz Festival, week of Thanksgiving, and the week of Easter. Additionally, VHB will conduct a pre-construction meeting with the contractor and an additional utility provider coordination meeting.
6.0 CONSTRUCTION PHASE SERVICES

a. Part time construction administration assistance
   - VHB will provide part time construction administration assistance and observations as detailed herein. VHB’s review and approval of submittals such as shop drawings, samples or other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB’s documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB’s documents or other documents which are not brought to the attention of VHB in writing by the contractor. VHB shall not be required to review partial submissions of those for which submission of correlated items have not been received. VHB will also review and approve contractor applications for payment and any necessary change orders.

b. Meetings
   - VHB will attend (6) monthly progress meetings and/or site visits, (6) additional field visits, (1) punch list meeting, and (1) final walkthrough.
   - VHB shall make these field meetings for the limited purpose of determining whether work is in general conformance with VHB’s plans and specifications. Such visits are not intended to be an exhaustive check or detailed inspection of the contractor’s work. VHB shall not supervise or have control over the contractor’s work nor have any responsibility for construction ways, means, methods, techniques, sequences or procedures selected by the contractors nor for the contractor’s safety precautions or programs in connection with the Work.

7.0 ADDITIONAL DESIGN SERVICES DURING CONSTRUCTION PHASE

VHB will provide property owner coordination and design revision services to make final adjustments to items such as retaining wall locations, types of walls, and sidewalk widths. Although VHB has estimated the level of effort required for these tasks, the as-needed basis of the work makes it difficult to quantify the actual level of effort. If it appears that the fee estimate included in this amendment will not cover services requested by the Client, VHB will notify the Client at the time such services are requested.

SUB-CONSULTANTS

The following sub-consultants will be used to help accomplish the scope of services:

- TSC Surveying, P.L.L.C. will be responsible for plat preparation.
- TSC Surveying, P.L.L.C. will be responsible for survey services.

TSC Surveying, P.L.L.C shall be responsible for the accuracy and quality control of their products; VHB shall not be responsible for the accuracy and quality control of sub-consultant products.

PROJECT ASSUMPTIONS

By submitting the following Scope of Services, VHB assumes the following conditions:

- The proposed improvements will generally fall within existing roadway right-of-way; the design process to-date has identified potential areas where easements or right-of-way acquisition will be needed. Plat preparation is included above in Task 2.0, and assumes 3 plats for the Phase III project limits.

- Final plans for Phase III will require review by the Client and NCDOT; based on the proposed amount of land disturbance, built upon area, and project location within an Area of Environmental Concern, the project may require a CAMA Minor permit. However, it is possible that the project could be accomplished as part of
roadway maintenance provisions and not require a CAMA permit. VHB will provide the Client with preliminary drawings to help make this determination, and will assist the Client in coordination with CAMA. Based on this coordination, and once Phase III permitting requirements are determined by CAMA, VHB will submit an amendment to this Agreement to cover permitting tasks (if needed). Permitting requirements for Phase IV will be determined at a later date in consultation with the Client.

SCHEDULE

VHB will complete the Scope of Services described herein within the following schedule:

1. PRELIMINARY DESIGN SERVICES FOR PHASE IV July-September 2019
2. FINAL DESIGN SERVICES FOR PHASE III June 2019
3. BIDDING SERVICES AND PROPERTY OWNER COORDINATION July-August 2019
4. LANDSCAPE DESIGN REVISIONS AND BIDDING February 2020
5. PRELIMINARY CONTRACTOR SERVICES August-September 2019
6. CONSTRUCTION PHASE SERVICES October 2019-May 2020
7. ADDITIONAL DESIGN SERVICES DURING CONSTRUCTION PHASE October 2019-March 2020

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- ALTA survey;
- Any additional traffic or safety data collection or studies;
- Field surveys of threatened and endangered species;
- Cultural resource surveys;
- National Environmental Policy Act (NEPA) documentation;
- Subsurface testing for hazardous materials;
- Site selection or design of wetland/stream mitigation;
- Construction survey stakeout or additional control points;
- Variance, special use, or conditional use permit requests or rezoning assistance;
- Design of private utility relocations.

COMPENSATION AND PAYMENT FOR VHB SERVICES

I. Fees and Reimbursable Expenses

VHB will complete the Scope of Services described herein for the Lump Sum Fees listed below, which include labor costs and expenses such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at cost. Subconsultants and subcontractors as engaged by VHB for this project are under contract to VHB, and their services will be invoiced at their actual cost.

<table>
<thead>
<tr>
<th>TASK</th>
<th>VHB FEE</th>
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<tbody>
<tr>
<td>1. PRELIMINARY DESIGN SERVICES FOR PHASE IV</td>
<td>$15,000</td>
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<tr>
<td>2. FINAL DESIGN SERVICES FOR PHASE III</td>
<td>$22,000</td>
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<td>3. BIDDING SERVICES AND PROPERTY OWNER COORDINATION</td>
<td>$12,500</td>
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<tr>
<td>4. LANDSCAPE DESIGN REVISIONS AND BIDDING</td>
<td>$ 5,500</td>
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5. PRELIMINARY CONTRACTOR SERVICES $ 5,500
6. CONSTRUCTION PHASE SERVICES $55,000
7. ADDITIONAL DESIGN SERVICES DURING CONSTRUCTION PHASE $ 5,500

Total VHB Fee $121,000

SUB-CONSULTANTS: TSC Surveying, P.L.L.C

<table>
<thead>
<tr>
<th>TASK</th>
<th>TSC FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Plat Preparation for Phase III Properties</td>
<td>$1,650</td>
</tr>
<tr>
<td>(Attorney’s fees not included)</td>
<td></td>
</tr>
<tr>
<td>2) Additional Survey for Phase IV Planning</td>
<td>$2,850</td>
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TOTAL FEE $125,500

VHB Engineering NC, P.C., AUTHORIZATION

By: ________________________________

Title: ________________________________

Date: ________________________________

CLIENT AUTHORIZATION

The Town of Duck, North Carolina, agrees with Part I, which includes the Scope of Services, Schedule, and Compensation. This amendment is subject to the Terms and Conditions of our original Agreement. Together they constitute the entire Agreement between VHB Engineering NC, P.C., and the Town of Duck.

TOWN OF DUCK, NORTH CAROLINA

By: ________________________________

Title: ________________________________

Date: ________________________________
ITEM #7:

Items Referred To and Presentations from the Town Attorney

RECOMMENDED ACTION:

- Per discussion

SUMMARY OF INFORMATION:

- None

ATTACHMENTS:

- None
ITEM #8:

Items Referred to and Presentations from the Town Manager

A. Update on Departmental Activities
B. Update on Public Safety Building Environmental Assessment
C. Financial Statement for the month of June for FY 2019

RECOMMENDED ACTION:

- See attachments

SUMMARY OF INFORMATION:

- See attachments

ATTACHMENTS:

- See attachments
ITEM #8A:

Items Referred To and Presentations from the Town Manager

A. Update on Departmental Activities

RECOMMENDED ACTION:

• None required

SUMMARY OF INFORMATION:

The Town Council will receive an update on departmental activities

ATTACHMENTS:

• Will be provided at the meeting
ITEM #8B:

Items Referred to and Presentations from the Town Manager

B. Update on Public Safety Building Environmental Assessment

RECOMMENDED ACTION:

- None

SUMMARY OF INFORMATION:

The Town Manager will give an update on the Public Safety building environmental assessment.

ATTACHMENTS:

- None
ITEM #8C
Items Referred To and Presentations from the Town Manager

C. Financial Statement for June for FY 2019

RECOMMENDED ACTION:

- None required

SUMMARY OF INFORMATION:

The Town Manager will provide the Council with an overview of the June FY 2019 financial report.

ATTACHMENTS:

- The June FY 2019 Financial Statement will be given out at the meeting.
ITEM #9:
Mayor’s Agenda

RECOMMENDED ACTION:
- None

SUMMARY OF INFORMATION:
- None

ATTACHMENTS:
- None
AGENDA: July 3, 2019 Regular Meeting

ITEM #10:

Council Members’ Agenda

RECOMMENDED ACTION:

• None

SUMMARY OF INFORMATION:

• None

ATTACHMENTS:

• None
ITEM #11:  
Other Business  
   A. Additional Public Comments  

RECOMMENDED ACTION:  
   • None required  

SUMMARY OF INFORMATION:  
   • Council will take additional comments from the public.  

ATTACHMENTS:  
   • None
ITEM #12:

Adjournment

RECOMMENDED ACTION:

- Per discussion

SUMMARY OF INFORMATION:

The next meeting will be the Regular Meeting on Wednesday, August 7, 2019 at 7:00 p.m.

ATTACHMENTS:

- None