

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, DECEMBER 19, 2011
8:30 A.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE MINUTES OF DECEMBER 5, 2011 REGULAR SESSION AND
NOVEMBER 21, 2011 RECONVENED SESSION

1. PUBLIC HEARING ON VOLUNTARY AGRICULTURAL DISTRICT
ORDINANCE AMENDMENT: Jim Hicks, County Attorney
2. REQUEST FOR MEMORANDUM OF UNDERSTANDING: Brian Stewart,
District 3 Court Counselor Supervisor
3. TAX RELEASES AND REFUNDS: Ronnie Antry, Tax Administrator
4. HEALTH DEPARTMENT MATTERS: Scott Harrelson, Health Director
 - A. Seafood Rule
 - B. Board of Health Rate Change Recommendation
5. PLANNING DEPARTMENT MATTERS: Don Baumgardner, Planning
Director
 - A. Request for Public Hearing
 - B. Subdivisions for Approval
6. BUDGET AMENDMENTS: Rick Hemphill, Finance Director
7. APPOINTMENTS
 - A. Appointment Form
 - B. Deferred Appointments
 - Clean Sweep Committee
 - Industrial Facilities Pollution Control Financing Authority
 - Board of Equalization & Review
 - C. New Appointments: Firemen's Relief Fund Board of Trustees
 - D. Upcoming Appointments

8. COUNTY ATTORNEY'S REPORT: Jim Hicks
9. COUNTY MANAGER'S REPORT: Jack Veit
10. COMMISSIONERS' REPORTS

Agenda Date: December 19, 2011
Presenter: Jim Hicks
Agenda Item No. 1
Board Action Required: Yes

**PUBLIC HEARING ON VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE
AMENDMENT**

The Board will need to go into public hearing, as advertised, to receive public input on proposed amendments to the County's Voluntary Agricultural District Ordinance. County Attorney, Jim Hicks, will introduce the proposed amendments, as discussed on November 21, which affect the standard of qualifications for inclusion in the district, and provide for other, technical corrections.

Board Action: Following the public hearing, the Board will be requested to adopt the amendments. A majority vote will be sufficient to adopt the amended ordinance at this meeting.

Agenda Date: December 19, 2011
Presenter: Brian Stewart
Agenda Item No. 2
Board Action Required: Yes

REQUEST FOR MEMORANDUM OF UNDERSTANDING

The Department of Juvenile Justice and Delinquency Prevention, with funding from the Center for Children's Law and Policy and the Governor's Crime Commission, will be sponsoring a forum, "Improving Outcomes for Youth". The purpose of the February 13, 2012 forum is to work collaboratively within our communities to develop tools and strategies that will aid community partners in developing and utilizing alternative resources when considering detention for undisciplined and/or low risk offenders.

The forum will be held in New Bern and will include representatives (judges, county officials, law enforcement, school officials, mental health professionals, etc) from the counties of District 3, Craven, Carteret, Pamlico and Pitt.

We are asking the County's assistance in receiving \$2,000 in pass-through grant funds from the Department to facilitate payment at the local level for expenditures regarding the aforementioned forum. These payments will be disbursed after receiving an itemized request accompanied by a copy of the expenditure in question with a signature by the site administrator.

Board Action: A copy of the Memorandum of Understanding which the Board is being requested to approve appears as Attachment #2.

Agenda Date: December 19, 2011
Presenter: Ronnie Antry
Agenda Item No. 3
Board Action Required: Yes

TAX RELEASES AND REFUNDS

Craven County Tax Administrator, Ronnie Antry, will present the requests for tax releases and refunds contained in Attachment #3 for the Board's approval. The accompanying memorandum contains an explanation of the non-routine items.

Board Action: A roll call vote is needed to approve tax releases and refunds

Agenda Date: December 19, 2011
Presenter: Scott Harrelson
Agenda Item No. 4
Board Action Required: Yes

HEALTH DEPARTMENT MATTERS

A. SEAFOOD RULE

Environmental Health Director, Ray Silverthorne, came before the Board on October 3, 2011 to explain the recent review and revision of the Regulations Governing the Authorization, Construction and Sanitation of Seafood Markets and Seafood Sales Vehicles in Craven County, North Carolina by his division. After an initial assessment of the existing County ordinance, which was last revised in November of 2004, it was determined that some of the requirements are outdated and unnecessary.

Revisions were proposed to address federal and state regulatory changes, as well as updated food science findings which have been introduced into current NC food safety regulations, and the Board was asked to consider repeal of the County's ordinance which governs this process. County Attorney, Jim Hicks, explained that a major advantage to passing a Board of Health rule is that the jurisdiction of this type of regulation is countywide, including municipalities. The current County ordinance must be adopted by all incorporated areas before it is enforceable by the Health Department within town or city limits. The main changes to the existing County ordinance which are addressed in the proposed Board of Health rule are as follows:

1. Reduce the number of inspections required for a seafood market from 4/year to 2/year.
2. Eliminate requirement for seafood sales vehicles to be inspected beyond the annual permitting process;
3. Eliminate all Hazard Analysis and Critical Control Point (HACCP) documentation requirements for seafood markets;
4. Allow shellstock to be displayed on ice within a mechanically refrigerated case;
5. Require the posting of a Consumer Advisory in seafood markets and on sales vehicles/roadside stands to meet the state requirements for other food service establishments which sell shellfish;
6. Change some basic formatting, language and numbering of the document (including the title of the regulations).

Health Director, Scott Harrelson will be present at Monday's meeting to present and discuss the revised rule, which appears as Attachment # 4.A. Environmental Health Director, Ray Silverthorne, will also be present to answer any questions that may arise.

Board Action: A motion to endorse the Health Rules and to repeal Chapter 20, Article II of the Craven County Code of Ordinances will need a unanimous vote to be approved at this meeting. Additionally, the County Attorney has advised that a public hearing will be needed on the Health Rules, to be arranged by the Health Department.

B. BOARD OF HEALTH RATE CHANGE RECOMMENDATION

Mr. Harrelson will present the rate changes recommended by the Board of Health which are itemized in Attachment #4.B.

Board Action: Requested motion and vote to approve the recommended fees.

PLANNING DEPARTMENT MATTERS

A. REQUEST FOR PUBLIC HEARING

The Planning Department is requesting to set the FY2011 CDBG public hearing for January 3, 2012 at 7:00 p.m. This Public hearing is being held to receive input from citizens on the CDBG projects eligible for this funding cycle.

Board Action: Set a public hearing for the January 3rd, 7:00 p.m. Commissioners' meeting.

B. SUBDIVISIONS FOR APPROVAL

On December 8, 2011 the Planning Board met and recommended the following subdivisions for the Board's approval.

Kevin R. Heath & Tammy J. Heath—Final

- Property is owned by Jesse F. Braxton, and surveyed by Kendall Gaskins
- Property is located within Twp 1, at the intersection of Bay Bush Rd (SR --1454) and River Rd (SR 1400)
- Parcel ID 1-069-030
- Subdivision contains 1 lot on 3 acres
- Lot is proposed to be served by Craven County water and individual septic

Samuel Robert Adams—Final

- Property is owned by Reba A. Adams and surveyed by Kendall Gaskins
- Property is located within Twp 9, off of NC Hwy 55
- Parcel ID 9-026-013
- Subdivision contains 1 lot on 2.96 acre
- Lot is proposed to be served by Craven County water and individual septic

John D. Gray—Final

- Property is owned by John E. Daugherty and surveyed by William Matthews
- Property is located within Twp 3, off of John Daugherty Rd (SR 1370)
- Parcel ID 3-024-072
- Subdivision contains 1 lot on 1 acre.
- Lot is proposed to be served by existing well and existing individual septic

Board Action: A vote to approve the subdivisions is needed.

Agenda Date: December 19, 2011
Presenter: Rick Hemphill
Agenda Item No. 6
Board Action Required: Yes

BUDGET AMENDMENTS

Craven County Finance Director, Rick Hemphill, will present the following budget amendments for the Board's approval.

Amendments: Seized Property – Budget \$ 1,563 from Seized Property fund balance to pay balance of expenses for NC Sheriff's Education Training held at NBRFCC September 13 – 15, 2011.

Health/Maternity– Effective August 17, 2011, Social Work Supervisor II position transferred from working 100% of the time in Maternity. Thirty percent of the work is now performed in Child Health. Need to reduce the original salary related lines in Maternity by \$17,529 for the thirty percent of time now performed elsewhere.

Health/Child Health– Effective August 17, 2011, Social Work Supervisor II position transferred from working 100% of the time in Maternity. Thirty percent of that time is now spent performing duties for Child Health. Need to increase the Child Health budget by \$17,669 (\$17,529 originally budgeted in Maternity plus \$140 for longevity shortage) to account for new work performed there.

Board Action: A roll call vote is needed to approve budget amendments

Agenda Date: December 19, 2011
Presenter: _____
Agenda Item No. 7
Board Action Required: Yes

APPOINTMENTS

A. Appointments Form

B. Deferred Appointments

Clean Sweep Committee
Industrial Facilities Pollution Control Financing Authority
Board of Equalization and Review

C. New Request for Appointment

Firemen's Relief Fund Board of Trustees

D. Upcoming Appointments: January - March

January: Craven Aging Planning Board (Dora Jones; appointed 2010)

February: Craven Aging Planning Board (All ex-officio agency reps.)

Stephanie Allen (Legal Aid)
Carolyn Bland (Senior Tar Heel Legislature)
Gwendolyn Bryan (County Manager)
Tonya Cedars (Eastern Carolina COG)
Clayton Gaskins (CarolinaEast Medical Center)
Jim Harriett (DSS)

March: Craven Aging Planning Board (Linda LeDrew; appointed 2010)

A. APPOINTMENTS FORM

Attachment #7.A. was created at the request of the Board to provide uniformity in information solicited from citizens who are interested in being appointed to a voluntary board or committee. With no objection from the Board, this form will become available on the County's website or may be picked up or mailed from the Clerk's office.

B. DEFERRED APPOINTMENT(S):

NAME OF BOARD/COMMITTEE: Craven County Clean Sweep Committee

AUTHORIZATION: Bylaws

MISSION/FUNCTION: To eliminate littering and promote recycling through education and ordinance enforcement.

NUMBER OF MEMBERS:
25

TYPE:
Civic, neighborhood, municipal, industrial business, schools

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 3 Years

TERM(S) EXPIRING: **Felix Croom (Appointed 2008; not participating)**
Dave Gardner (Appointed 1991; active member)
Janie Johnson (Appointed 2008; moved away)
Ivett Jones (Appointed 2003; not participating)
Jan Parker (Appointed 1997)
Tim Tabak (Appointed 2008; resigned)
Thomas Wooten (Appointed 2001; not participating)

(Appointments have already been made to two of these seats. There are five vacancies remaining.)

MEETING SCHEDULE: 3rd Wednesday of the months of March, June, September and December

COMPENSATION: No Yes Specify: _____

Attachments:

NAME OF BOARD/COMMITTEE: **Industrial Facilities Pollution Control
Financing Authority**

AUTHORIZATION: Bylaws

MISSION/FUNCTION:

NUMBER OF MEMBERS:

7

TYPE:

Qualified electors

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 6 Years

TERM(S) EXPIRING: **Dell Ipock (Appointed 1999)**
 Gray Lancaster (Appointed 1999)

(One of these seats has already been filled, leaving one vacancy)

MEETING SCHEDULE: Annual Meeting on 2nd Tuesday in October; otherwise, as needed

COMPENSATION: No : Yes Specify:

ATTACHMENT(S):

Agenda Date: December 19, 2011

NAME OF BOARD/COMMITTEE: Board of Equalization and Review

AUTHORIZATION: NCGS 105-322

MISSION/FUNCTION: To examine and review the tax lists of the county for the current year; to hear any taxpayer, on request, with respect to the listing and/or appraisal of his property.

NUMBER OF MEMBERS: 7 TYPE: Citizens

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: Unlimited

MEETING SCHEDULE: 1st Monday in May; 2nd Monday in June

COMPENSATION: No Yes Specify: \$100/day (chairman); \$85/day (members)

Current Board of Equalization and Review:

- James Findley (2003)
- Grover Lancaster (1994)
- Al Otto (1996)
- Bill Pope (1996)
- Jimmy Smith (2009)
- Jerry Stapleford (1999)
- Drew Willis(1996)

C.NEW REQUEST(S) FOR APPOINTMENT

NAME OF BOARD/COMMITTEE: Firemen’s Relief Fund Board of Trustees

AUTHORIZATION: NCGS 58-84-30

MISSION/FUNCTION: To safeguard firefighters in active service and dependent members of their families from financial loss resulting from sickness, injury or loss of life suffered while in performance of his or her duties as a firefighter.

NUMBER OF MEMBERS: 5 per department TYPE: 2 appointed by Board of Commissioners; 2 appointed by the department; 1 appointed by Commissioner of Insurance

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 2 Years

TERM(S) EXPIRING: Joey Haddock (Moved out of district)

MEETING SCHEDULE: As necessary

COMPENSATION: No Yes Specify: _____

ATTACHMENT(S): Attachment # 7.C. (Recommendation from Department)

D. UPCOMING APPOINTMENTS: January – March

January:

Craven Aging Planning Board (Dora Jones: initial appointment 2010)

February:

Craven Aging Planning Board (All are ex officio agency representatives)

Stephanie Allen (Legal Aid)

Carolyn Bland (Senior Tarheel Legislature)

Gwendolyn Bryan (County Manager)

Tonya Cedars (Eastern Carolina COG)

Clayton Gaskins (CarolinaEast)

Jim Harriett (DSS)

March:

Craven Aging Planning Board

Linda LeDrew: Initial appointment 2010

Board Action: Consider and make all necessary appointments

Agenda Date: December 19, 2011
Presenter: Jim Hicks
Agenda Item No. 8

COUNTY ATTORNEY'S REPORT

Agenda Date: December 19, 2011
Presenter: Jack Veit
Agenda item No. 9

COUNTY MANAGER'S REPORT

County Manager, Jack Veit, will present the architectural agreement with C.R. Francis Architects for the Craven County Emergency Operations Center, which appears as Attachment #9.

COMMISSIONERS' REPORTS



MOU

State of North Carolina
Department of Juvenile Justice and Delinquency Prevention

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE North Carolina DEPARTMENT OF JUVENILE JUSTICE AND
DELINQUENCY PREVENTION, DIVISION OF COURT SERVICES AND CRAVEN
COUNTY

This Memorandum of Understanding (MOU) is entered by and between the Department of Juvenile Justice and Delinquency Prevention, Division of Court Services (hereinafter referred to as "Division"), and Craven County (hereinafter referred to as "Contractor"), for the purpose of **facilitating a forum, Improving Outcomes for Our Youth, this forum will introduce tools and strategies that will aid community partners in developing and utilizing alternative resources when considering detention for undisciplined and/or low risk offenders.** This MOU is subject to the provisions of all applicable Federal and State laws, regulations, policies and standards.

The administrator for the Division will be **Mary R. Mallard, Chief Court Counselor, District 3** (address) **P.O. Box 1556, New Bern NC 28563**, phone number **252 514-4718**. The administrator for the contractor will be **Rick Hemphill, County Finance Director**, (address) **406 Craven Street New Bern, NC 28670-4971**, phone number **252 636-6603**.

This MOU maybe terminated by either party upon at least 30 days' written notice or immediately upon notice for cause. This MOU may be amended, if mutually agreed upon, to change scope and terms of the MOU. Such changes shall be incorporated as a written amendment to this MOU.

The Division agrees to **develop the forum and ensure the appropriate use of funds when purchasing or securing materials or services by using guide lines set out by the grant funding source and the Office of State Budget Management.**

The Contractor agrees to **receive \$2000 in grant funds from the Department to facilitate payment at the local level for expenditures regarding the aforementioned forum. These payments will be disbursed after receiving an itemized request accompanied by a copy of the expenditure in question with a signature by the site administrator.**

This MOU shall begin on _____ (date of signature) and end on **MARCH 30, 2012**.

(Name of County Official goes here)

Witness (someone other than chief)

BY: _____

(Title) _____, County of _____

DATE: _____

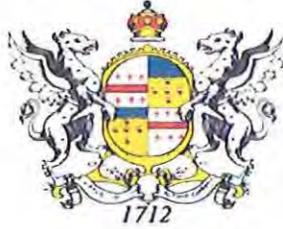
**David Jones, Deputy Secretary
Administrative Services
Department of Juvenile Justice and Delinquency Prevention**

BY: _____ (David Jones will sign here)
Director or Designee

DATE: _____

(If between two cabinet agencies, Secretaries of both must also sign. If this applies, add blocks for Secretary Signatures and dates.)

Tax Administrator
Craven County



Ronald V. Antry
Tax Administrator

Listing (252) 636-6604
Collections (252) 636-6605
Fax (252) 636-2569
E-mail rantry@cravencountync.gov

MEMORANDUM

TO: Craven County Board of Commissioners
Jack B. Veit, III, Craven County Manager
FROM: Ronnie Antry *RVA*
SUBJECT: Additional Refunds for Property on Board Cherry Point
DATE: December 14, 2011

As you may recall from earlier this year, our office at the board's direction issued letters to all taxpayers who owned property on board MCAS Cherry Point to alert them to the fact that the property was not subject to taxation and that they would no longer be required to list it for taxation. The letter also contained information that those taxpayers could request a release or refund of taxes paid if they submitted a written request for it. Many individual and most business taxpayers have requested refunds. To date, approximately \$200,000.00 has been returned to those taxpayers since the letters notifying them of their right to have their payments refunded were mailed early this year. These refunds were anticipated last fiscal year and were budgeted then; however, the taxpayers listed below have waited until now to send their refund requests. Had they sent their requests before September 1 of this year, they would have been eligible for five years of refunds covering tax years 2006-2010. Because they waited, they have missed the deadline to have the 2006 taxes refunded. The valuation of this property has not been included in the 2011 listing.

These refunds will necessitate another budget amendment which is made a part of this request for board approval. Secondly, the refunds also impact Havelock and Lee Tillman, City of Havelock Finance Officer, has been made aware of them. Here are the amounts by taxpayer and by year for both the county and city:

| Year | Taxpayer | Valuation | Craven County Tax | Havelock City Tax | Total Tax |
|------|------------------------------|------------------|----------------------|----------------------|------------------|
| 2007 | EDS Information Services LLC | \$ 4,676,171 | \$ 28,524.64 | \$ 22,913.24 | \$ 51,437.88 |
| 2008 | Electronic Data Systems Corp | 4,048,692 | 24,697.02 | 21,458.07 | 46,155.09 |
| 2009 | Electronic Data Systems Corp | 4,919,583 | 30,009.45 | 26,073.79 | 56,083.24 |
| 2010 | HP Enterprise Services LLC | <u>4,757,630</u> | <u>22,494.07</u> | <u>22,122.98</u> | <u>44,617.05</u> |
| | <u>TOTAL</u> | \$ 18,402,076 | \$ 105,725.18 | \$ 92,568.08 | \$ 198,293.26 |

226 Pollock St
PO Box 1128 New Bern, North Carolina 28563-1128

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 12/19/2011

| TAXPAYER NAME | ACCT#/TICKET# | AMOUNT |
|--|----------------------|----------|
| ATLANTIC HOUSE LLC OUT OF BUSINESS 1/1/2011 | 0089475 2011-0090236 | 78.01 |
| BARWICK, ERMA MRS INTEREST CHARGED IN ERROR | 0415150 2011-0091646 | 3.60 |
| BERNARD, RANDALL DID NOT OWN AIR PLANE 1/1/2011 | 0024359 2011-0004567 | 461.31 |
| BRYAN, MICHAEL BRANDON DOUBLE BILLED - SAME ACCT NUMBER | 0078328 2011-0090319 | 391.13 |
| BRYANT, CARLENE DOUBLE BILLED-SEE ACCT # 70626 | 0090175 2011-0091874 | 2,502.07 |
| CCPM CO OUT OF BUSINESS 1/1/2011 | 0054110 2011-0090362 | 27.58 |
| COASTAL CAROLINA LOGGING LLC NOT IN BUSINESS 1/1/2011 | 0089485 2011-0090390 | 580.47 |
| CORNETTE, RANDALL E OUT OF BUSINESS 1/1/2011 | 0089491 2011-0090413 | 55.06 |
| DZIOBA, EDWARD R & MARTHA A CORRECTING VALUE OF BOAT | 0065176 2011-0091828 | 2,047.66 |
| FARROW, CLYDE H DOUBLE BILLED-SAME ACCT NUMBER | 2255865 2011-0091881 | 475.25 |
| FESAK, MATTHEW BOAT NOT TAXABLE IN CRAVEN COUNTY | 0065718 2011-0018626 | 79.86 |
| FIRST CITIZENS BANK & TRUST CO DID NOT OWN 1/1/2011 | 0017328 2011-0018888 | 217.61 |
| FIRST CITIZENS BANK & TRUST CO DID NOT OWN 1/1/2011 | 0017328 2011-0018883 | 18.05 |
| FIRST CITIZENS BANK & TRUST CO DID NOT OWN 1/1/2011 | 0017328 2011-0018884 | 121.15 |

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 12/19/2011

| TAXPAYER NAME | ACCT#/TICKET# | AMOUNT |
|---|----------------------|----------|
| FIRST CITIZENS BANK & TRUST CO DID NOT OWN 1/1/2011 | 0017328 2011-0018886 | 2,632.05 |
| FRENCH, JAYNE MILLS REBILLING TO CORRECT ERROR | 0078805 2011-0020199 | 30.84 |
| HARE, TOBY & BLALOCK, SHERRY CORRECTING APPRAISAL ERROR | 0065916 2011-0024692 | 10.25 |
| HEDRICK, JESSIE E APPRAISAL ERROR CORRECTION | 0016112 2011-0026323 | 4.91 |
| HOUSE, RICHARD B & DAWN M MIL-HIS NAME ECC-0000 CW03 FL | 0084422 2011-0028037 | 8.24 |
| JENNINGS, JEFFREY LYNN BOAT NOT IN CRAVEN COUNTY 1/1/2011 | 0090293 2011-0091886 | 303.73 |
| LATHAM CONSTRUCTION INC - D E DOUBLE BILLED - SAME ACCOUNT | 0086081 2011-0033629 | 802.62 |
| LYNCH, ROBERT GREEN III DOUBLE BILLED SAME ACCOUNT | 0076297 2011-0035869 | 71.74 |
| MILLS, HAZEL APPRAISAL ERROR CORRECTION | 0075784 2011-0039553 | 465.69 |
| MIMS, RANDY NOT TAXABLE TO CRAVEN COUNTY | 0073526 2011-0091841 | 1,070.08 |
| NEW BERN PRESERVATION FOUNDATI EXEMPT PER GS 105-278.7(C)(2) | 5361490 2011-0042359 | 159.33 |
| P & J OF NEW BERN LLC APRAISAL ERROR CORRECTION | 0074058 2011-0043970 | 16.55 |
| PETREE, STEPHEN D BOAT NOT IN CRAVEN COUNTY | 0070902 2011-0091847 | 724.37 |
| PITTMAN, GURNEY EDWARD JR DOUBLE BILLED-SEE ACCT 60362 | 0090109 2011-0091848 | 48.35 |

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 12/19/2011

| TAXPAYER NAME | ACCT#/TICKET# | AMOUNT |
|---|----------------------|-----------|
| PLANTIN, KENNETH & JANET VALUE CORRECTION PER ABOS | 5757780 2011-0045831 | 21.02 |
| RAMSEY, HELEN F APPRAISAL ERROR CORRECTION | 0047187 2011-0047360 | 93.19 |
| SMITH, JOHN R BOAT VALUE CORRECTION | 0064867 2011-0091857 | 3,032.29 |
| SWAIN, LEVONNE H APPRAISAL ERROR CORRECTION | 0080847 2011-0091903 | 94.58 |
| TAYLOR, SALLIE K & MARSHALL LE REL'G 2008-2010 BILL'G JUST 2011 REL'G RECY. OU | 7122300 2011-0091905 | 378.69 |
| WARD, LINWOOD TAYLOR VALUE CORRECTION PER BOS/WILDLIFE | 0090568 2011-0091906 | 398.94 |
| WATERS, JESSICA RAE DID NOT OWN 1/1/2011 | 0090559 2011-0091908 | 1,006.68 |
| WHITLEY, EVERETTE ALAN CORRECTING SITUS OF BOAT REBILLING | 7891795 2011-0062156 | 426.70 |
| WHITTLESEY, PETER C & MARY K VALUE CORRECTION PER BOS | 0076601 2011-0091864 | 1,030.23 |
| WILLIAMS, THOMAS HENRY HRS DWELLING VACCANT | 0086454 2011-0063069 | 36.00 |
| WILSON, TROY E & WILSON, KELLY APPRAISAL ERROR CORRECTION | 0080509 2011-0090193 | 433.24 |
| | 39 -CREDIT MEMO(S) | 20,359.12 |

REFUNDS SUBJECT TO BOARD APPROVAL ON 12/19/2011

| TAXPAYER NAME | ACCT#/TICKET# | AMOUNT |
|--|----------------------|------------|
| ATLAS NC 1 SPE LLC ORDERED BY BOARD OF E&R ON 12/13/11 | 0082502 2011-0002004 | 4,940.15 |
| CHANEY, JAMES A LISTING ERROR CORRECTION | 0090327 2011-0091720 | 89.67 |
| EDS INFORMATION SERVICES LLC BUS. LOCATED ON BOARD CHERRY POINT | 0054539 2007-0016517 | 51,437.88 |
| ELECTRONIC DATA SYSTEMS LLC BUS LOCATED ON BOARD CHERRY POINT | 2140550 2008-0017274 | 46,155.09 |
| ELECTRONIC DATA SYSTEMS LLC BUS LOCATED ON BOARD CHERRY POINT | 2140550 2009-0017304 | 56,083.24 |
| FRENCH, JAYNE MILLS REBILLING TO CORRECT ERROR | 0078805 2011-0020199 | 85.72 |
| HANSEN, DALE AARON & MARILYN R TRAILER LOCATED ON BOARD MCAS CP | 3068500 2011-0024383 | 5.80 |
| HP ENTERPRISE SERVICES LLC BUS. LOCATED ON BOARD CHERRY POINT | 0084450 2010-0025530 | 44,617.05 |
| HUGHES, ROBERT G & MARILYN J INCORRECT SITUS/ S/B 2A | 0046248 2011-0028523 | 272.67 |
| RANKIN, TODD H & MELISSA D APPRAISAL ERROR CORRECTION | 0051457 2011-0047421 | 975.03 |
| SUNSHINE WINDOW FASHIONS LLC BUS. CLOSED 1/1/2011 | 0069998 2011-0055208 | 8.52 |
| WILLIAMS, GLORIA DOUBLE BILLED ON SAME ACC NO. | 0066202 2011-0062788 | 75.08 |
| | 12 -REFUND(S) | 204,745.90 |

**REGULATIONS GOVERNING
THE CONSTRUCTION, OPERATION AND SANITATION
OF
SEAFOOD MARKETS AND SEAFOOD SALES VEHICLES
IN CRAVEN COUNTY, NORTH CAROLINA**



**CRAVEN COUNTY HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH**

Effective January 1, 2012

TABLE OF CONTENTS

| | |
|--|----|
| SECTION 1 - GENERAL PROVISIONS | 2 |
| SECTION 2 - DEFINITIONS | 2 |
| SECTION 3 - PERMITS | 4 |
| SECTION 4 - PUBLIC DISPLAY OF GRADE CARD AND CONSUMER ADVISORY | 5 |
| SECTION 5 - INSPECTIONS AND REINSPECTIONS | 5 |
| SECTION 6 - GRADING | 6 |
| SECTION 7 - STANDARDS AND APPROVAL OF PLANS | 6 |
| SECTION 8 - SOURCES OF SEAFOOD | 6 |
| SECTION 9 - REFRIGERATION, STORAGE & DISPLAY OF SEAFOOD | 7 |
| SECTION 10 - REQUIREMENTS FOR EMPLOYEES | 8 |
| SECTION 11 - UTENSILS AND EQUIPMENT | 8 |
| SECTION 12 - METHODS OF BACTERICIDAL TREATMENT | 8 |
| SECTION 13 - PROCESSING OF SEAFOOD | 9 |
| SECTION 14 - WATER SUPPLY | 9 |
| SECTION 15 - DISPOSAL OF WASTE | 10 |
| SECTION 16 - LAVATORY FACILITIES | 10 |
| SECTION 17 - TOILET FACILITIES | 10 |
| SECTION 18 - FLOORS | 10 |
| SECTION 19 - WALLS AND CEILINGS | 11 |
| SECTION 20 - LIGHTING AND VENTILATION | 11 |
| SECTION 21 - STORAGE AREAS | 11 |
| SECTION 22 - PREMISES: MISCELLANEOUS | 12 |
| SECTION 23 - SALES FROM VEHICLES | 12 |
| SECTION 24 - APPEALS | 13 |
| SECTION 25 - PENALTY | 13 |
| SECTION 26 - EFFECTIVE DATE | 14 |

SECTION 1 - GENERAL PROVISIONS

- (a) Authorization: The Craven County Board of Health is authorized under the provisions of Section 130A-39 of the General Statutes of North Carolina to adopt appropriate Rules and Regulations for the protection of public health.
- (b) Consistent with the responsibility to protect and advance public health, it is declared the policy of the Craven County Board of Health to require such reasonable standards and requirements regarding the operation of seafood markets and seafood vehicles as may be necessary to protect the public health. To this end, the Board of Health in adopting these Rules, after a public hearing and due consideration, has determined that they:
 - (1) Are related to the promotion and protection of the public health;
 - (2) Are reasonable in light of the health risks addressed;
 - (3) Are not violative of any law or constitutional provision;
 - (4) Are not discriminatory, and
 - (5) Do not make distinctions based upon policy concerns traditionally reserved for legislative bodies.
- (c) Scope: No person shall construct or operate a seafood market or seafood sales vehicle in Craven County, including within the limits of any incorporated municipality, contrary to the provisions of these Rules, and without a valid and current permit issued by the Health Department. However, these Rules shall not apply to any “establishment” as that term is defined by G.S. Section 130A-247.
- (d) Conflict with other laws and regulations: The provisions of any Federal, State, or Municipal Law or regulations establishing standards affording greater protection to the public welfare, safety, and health shall prevail within the jurisdiction of such agency or municipality over standards established by these Rules.

SECTION 2 - DEFINITIONS

ADULTERATED - shall mean the condition of a seafood product:

- (a) If it bears or contains any poisonous or deleterious substance which may render it injurious to health;
- (b) If it bears or contains any added poisonous or deleterious substance for which no safe tolerance has been established by regulations, or in excess of such tolerance if one has been established;
- (c) If it contains in whole or in part of any filthy, putrid or decomposed substance, or if it is otherwise unfit for human consumption;
- (d) If it has been processed, prepared, packed or held under unsanitary conditions, whereby it may have been rendered injurious to health.

APPROVED SOURCES – shall mean food which complies with the requirements of the North Carolina Department of Agriculture and Consumer Services, United States Department of Agriculture, United States Food & Drug Administration and the requirements of this section.

BOARD or BOARD OF HEALTH – shall mean the Craven County Board of Health.

CRUSTACEA - shall mean any edible, commercially distributed shrimp, crab, lobster or other member of the animal kingdom included under the classification of crustaceans (Crustacea).

EMPLOYEE - shall mean any person who is employed by, or otherwise assists, the owner and/or operator of a Seafood Market or Vehicle regulated hereunder, in the handling and/or processing of seafood products or in cleaning of utensils and equipment regulated by these Rules.

FISH - shall mean any edible, commercially distributed fresh or salt water member of the animal kingdom classed as fish (Pisces). This term also includes invertebrates such as squid and octopi.

HEALTH DEPARTMENT - shall mean the Craven County Board of Health, the Craven County Health Director or his/her authorized representative (Environmental Health Specialist) and authorized agents of the North Carolina Department of Health and Human Services, Division of Public Health, Environmental Health Section, as the case may be.

HEALTH DIRECTOR or DIRECTOR – shall mean the Craven County Health Director, or his designee as the case may be

IMMINENT HAZARD - means a situation which is likely to cause an immediate threat to human life, and immediate threat of serious physical injury, an immediate threat of serious physical adverse health effects, or a serious risk of irreparable damage to the environment if no immediate action is taken.

IN-SHELL SHELLFISH – means any non-living processed molluscan shellfish, with one or both shells attached.

PERMIT - shall mean written authorization granted by the Health Department to any person to sell, or offer for sale, seafood products in Craven County, North Carolina.

PERSON - means an individual, firm, association, organization, partnership, business trust, corporation, company, or any other legal entity.

REFRIGERATE - shall mean a temperature of forty-five degrees (45°F) or less.

PROCESSING - means the heading, gutting, skinning, scaling, scrubbing, washing, and any other actions which remove or alter any parts of seafood products in order to prepare seafood products for sale to the public.

SANITIZE - means the process of reducing the number of microorganisms on a hard surface to safe levels. Surfaces must be *first* cleaned and rinsed *before* being sanitized.

SEAFOOD - Any aquatic life used for human consumption.

SEAFOOD MARKET - shall mean any building or establishment where any seafood products are stored, handled and/or offered for sale at retail and/or wholesale. This definition does not include seafood sales from a vehicle.

SHELLFISH - shall mean all species of oysters, clams, or mussels, whether shucked or in the shell; raw, including post harvest processed; frozen or unfrozen; whole or in part; and scallops in any form except when the final product is the adductor muscle only.

SHELLSTOCK - means live molluscan shellfish in the shell.

SEAFOOD SALES VEHICLE – shall mean every device in, upon, or by which any person or property is or may be transported or drawn upon a highway or other road. For the purposes of this section, this includes a temporary or permanent table, stand or other structure excepting those structures which require a permit be issued by the local building inspections office.

SECTION 3 - PERMITS

- (a) No person shall operate a seafood market or sell from a vehicle within Craven County, North Carolina who does not possess and properly display on the premises or on the vehicle a valid permit, where the same can be readily seen.
- (b) No permit to operate shall be issued to a person until an evaluation by an Environmental Health Specialist shows that the seafood market or seafood sales vehicle complies with these Rules.
- (c) A permit issued to one person is not transferable to another person.
- (d) A permit is issued by and inspections are made by Environmental Health Specialists who are authorized representatives of the Craven County Health Department.
- (e) A permit shall be immediately revoked for failure of the seafood market to maintain a minimum grade of “C” or where, at a seafood market or seafood sales vehicle, an imminent health hazard exists. A permit may otherwise be suspended or revoked in accordance with applicable law. A new permit to operate shall be issued only after the seafood market or seafood sales vehicle has been reevaluated by the Environmental Health Specialist and found to comply with these Rules. This reevaluation will be conducted within a reasonable length of time after the request is made by the operator.
- (f) Exemptions: Any seafood market which holds a food service permit issued by the Department of Environment and Natural Resources, Division of Environmental Health shall be exempt from the requirements of this section.
- (g) Permits for seafood sales vehicles shall be renewed annually. Permits for seafood markets shall be valid until a change in ownership occurs.

SECTION 4 - PUBLIC DISPLAY OF GRADE CARD AND CONSUMER ADVISORY

- (a) Upon initial inspection of a seafood market or if a renovation or other change in the establishment makes the grade inconspicuous, the Environmental Health Specialist shall designate the location for posting of the grade card. The grade card shall be located in a conspicuous place where it may be readily observed by the public upon entering the seafood market.
- (b) Whenever an inspection of a seafood market is conducted, the Environmental Health Specialist shall remove the existing grade card, issue a new grade card, and post the new grade card in the same location where the grade card was previously posted as long as that location remains conspicuous. The responsible person or operator of the seafood market shall be responsible for keeping the grade card posted at the designated location at all times. The grade card may be posted in another location if agreed upon by the responsible person and the Environmental Health Specialist.
- (c) All businesses, and persons which offer raw shellfish for sale, including persons selling from vehicles or roadside stands, shall post the following consumer advisory in a conspicuous place where it may be readily observed by the public: “Consumer Advisory: Eating raw or undercooked oysters, clams, or mussels may cause severe illness. People with the following conditions are at especially high risk: liver disease, alcoholism, diabetes, cancer, stomach or blood disorder, or weakened immune system. Ask your doctor if you are unsure of your risk. If you eat shellfish and become sick see a doctor immediately.”

SECTION 5 - INSPECTIONS AND REINSPECTIONS

- (a) Upon entry into a seafood market, the Environmental Health Specialist shall identify his or herself and the purpose for visiting that seafood market. The Environmental Health Specialist shall inquire as to the identity of the responsible person and invite the responsible person to accompany them during the inspection. If no employee is identified as the responsible person, the Environmental Health Specialist shall invite an employee to accompany them on the inspection. Following the inspection, the Environmental Health Specialist shall offer to review the results of the inspection with the responsible person.
- (b) The grading of seafood markets shall be documented on an inspection form furnished by Craven County Health Department.

The form shall provide for but not be limited to the following information:

1. The name and mailing address of the facility
2. Name of person to whom a permit is issued
3. The numerical score assigned
4. Standards of construction and operation as listed in this section
5. The signature of the Environmental Health Specialist
6. Date the inspection was conducted

- (c) When filling out the inspection form, points may be deducted only once for a single occurrence or condition existing within or outside of the food service establishment. Deductions shall be based on actual violations of the requirements of this section which are observed during the inspection.
- (d) Upon the request by a representative of the seafood market a reinspection shall be conducted. In the case of an establishment which has been closed for failure to comply with this section, an evaluation for the purpose of issuing a permit shall be made at the earliest convenience of the Environmental Health Specialist.
- (e) In the case of seafood market which requests an inspection for the purpose of raising the alphabetical grade, the Environmental Health Specialist shall make an unannounced inspection after the lapse of a reasonable period of time from the date of the request not to exceed 15 calendar days.

SECTION 6 - GRADING

- (a) All seafood markets shall be inspected and awarded a grade at least once every six months and the grade shall be determined using the Craven County Health Department's seafood market inspection form. The grade shall be based on a system of scoring wherein all seafood markets receiving a score of at least 90% shall be awarded Grade "A"; all seafood markets and receiving a score of at least 80% and less than 90% shall be awarded Grade "B"; all seafood markets receiving a score of at least 70% and less than 80% shall be awarded Grade "C". No seafood market receiving a score of less than 70% and Grade "C" shall operate. Receipt of a sanitation rating of less than 70% shall make revocation of a permit mandatory and no permit to operate shall be reissued until the establishment has been found to comply with this section.
- (b) When a seafood market is inspected, the Health Department shall issue a grade card, and post the new grade card in a conspicuous place where it may be readily observed by the public upon entering the seafood market. This card must remain posted at all times and can only be removed by the Health Department.

SECTION 7 - STANDARDS AND APPROVAL OF PLANS

- (a) Plans and specification for proposed new construction or remodeling of a seafood market shall be submitted for review and approval to the Craven County Health Department prior to construction. Construction shall comply with approved plans and specifications.
- (b) Upon change of ownership, a seafood market shall be brought in compliance with this section.

SECTION 8 - SOURCES OF SEAFOOD

All shellfish and crustacea meat shall be obtained from sources in compliance with 15A NCAC 18A .0300 through .0900. If the source of clams, oysters, or mussels is outside of North Carolina, the shipper's name shall appear on the "Interstate Certified Shellfish Shippers List" as published monthly by the Shellfish Sanitation Branch, Food and Drug Administration. If the source of the cooked crustacea meat is within the United States, the processor's name, address, and certificate

number with state abbreviation shall appear on the container. If the source of the cooked crustacea meat is outside the United States, containers must meet federal labeling requirements, Food and Drug Administration, HHS Food Labeling requirements, 21 CFR Chapter 1, Part 101-Food Labeling.

SECTION 9 - REFRIGERATION, STORAGE & DISPLAY OF SEAFOOD

- (a) All seafood products used for displaying and sales purposes shall be stored in nonabsorbent cases or boxes of sufficient size and depth to permit thorough icing at all times and maintained at 45°F or below. The outside and inside of all fish cases and boxes shall be kept clean at all times. The drainage from all fish cases or boxes must be indirectly connected to a floor drain. The drain or drip from any such fish cases and boxes shall be elevated above the floor to permit thorough cleaning and ventilation.
- (b) Shellstock shall be stored using mechanical refrigeration and at a temperature of 45°F or less in accordance with 15A NCAC 18A .0427. The reuse of single-service shipping containers and the storage of shucked shellfish in other containers are not allowed.
- (c) After each container of shellstock has been emptied, the management shall remove the tag and retain it for a period of at least 90 days.
- (d) Clean, food-grade ice can be used in shellfish display cases but shall not be used as the only means of refrigeration.
- (e) Fish must be unadulterated and well-iced or refrigerated at all times. All walk-in coolers or freezers shall be equipped with shelves at least 12 inches from the floor or with movable pallets or dollies and shall be kept clean.
- (f) Refrigeration shall not be required for salted or brined processed fish. Cases, containers, barrels or buckets which are provided with suitable covers to exclude flies, dust, splash and other contamination must be used during the storage and display of salted and brined fish. These containers must be kept clean and in good repair at all times.
- (g) Metal containers subject to rust or corrosion from contact with a salt or any other corrosive preservative shall not be used in any way for the storage, display or handling of salted or brined processed fish.
- (h) All shucked shellfish and all cooked crustacea meat shall be stored in the original container. Each original container shall be identified with the name and address of the packer or repacker, and the certification number, and the abbreviated name of the state or territory. Shucked shellfish unit containers shall be dated in accordance with 15A NCAC 18A .0600.
- (i) All shellstock shall be stored in the containers in which packed at the source. Each original container shall be identified with a uniform tag or label bearing the name and address of the shipper, the certificate number issued by the state or territory regulatory authority, the abbreviated name of the state, the name of the waters from which the shellfish were taken, the date of harvest, the kind and quantity of the shellstock in the container, and the name and address of the consignee.
- (j) Shellstock shall be stored using mechanical refrigeration at a temperature of 45° F or less in accordance with 15A NCAC 18A .0427. The reuse of single-service shipping containers and the storage of shucked shellfish in other containers are not allowed.
- (k) After each container of shellstock has been emptied, the management shall remove the tag and retain it for a period of at least 90 days.
- (l) All cooked crustacea meat shall be held at 40° F or less.

SECTION 10 - REQUIREMENTS FOR EMPLOYEES

- (a) All employees shall wear clean outer clothing, such as caps, coats, aprons, etc., while on duty, shall be clean as to their person and shall handle fish and other seafood products, utensils and equipment in a sanitary manner. No employees shall use tobacco in any form while preparing or handling fish or other seafood products. The hands of all employees handling seafood, utensils or equipment shall be kept clean and shall be washed in a handwashing lavatory before beginning work, after each visit to the toilet and as often as necessary to avoid possible contamination of seafood.
- (b) No person who has a communicable or infectious disease which can be transmitted by seafood, or who is a carrier of organisms which cause such a disease, shall work in a seafood market in a seafood-handling or processing capacity.
- (c) Employees are allowed to have beverages in areas where food is prepared so long as those beverages are covered and consumed in a sanitary manner.
- (d) Beverage containers shall not be stored on or above a food contact surface and must be handled in a way so as to avoid cross-contamination.

SECTION 11 - UTENSILS AND EQUIPMENT

- (a) All utensils, tables, sinks, shelves, equipment, fixtures and other items used in connection with the processing of seafood shall be kept clean and in good repair.
- (b) All surfaces in which seafood comes in contact shall consist of smooth, not readily corrodible, non-toxic materials in which there are no open cracks or joints which could collect seafood or other particles and be kept clean and in good repair.
- (c) All utensils and equipment used in the storage, handling, processing and display of fish or other seafood products shall be thoroughly washed, rinsed with hot water and subjected to an approved bactericidal treatment.
- (d) At least a two-compartment sink of sufficient size and depth to completely submerge and clean all utensils and pans shall be provided and must have back splash protection and drainboards which are an integral part of and continuous with the sink. All such utensils and pans shall then be stored so as to drain, air dry and be protected from splash, dust and other contamination. Adequate hot water with a minimum temperature of 130°F shall be available during all periods of operation.

SECTION 12 - METHODS OF BACTERICIDAL TREATMENT

- (a) After cleaning and rinsing, all utensils shall be subjected to one of the following bactericidal processes:
 - (1) Immersion for at least one minute in clean hot water at a temperature of at least 170°F in the second compartment, once it has been cleaned.
 - (2) Immersion for at least two minutes in a chemical bactericide of a strength approved

by the Division of Public Health:

- (a) for chlorine products, a solution containing at least 50 ppm of available chlorine at a temperature of at least 75°F;
 - (b) for iodophor products, a solution containing 12.5 ppm of available iodine and having a pH not higher than 5.0 and having a temperature of at least 75°F;
 - (c) for quaternary ammonium products, a solution containing at least 200 ppm of QAC and having a temperature of at least 75°F provided that the product is labeled to show that it is effective in water having a hardness value at least equal to that of the water being used.
- (3) Other equivalent products and procedures approved in 21 CFR 178.1010 "Sanitizing solutions" from the "Food Service Sanitation Manual" published by the US Food and Drug Administration
- (b) A suitable testing method or equipment shall be available, convenient, and regularly used to test chemical sanitizers to insure minimum prescribed strengths.

SECTION 13 - PROCESSING OF SEAFOOD

- (a) All seafood markets shall be provided with approved facilities for the processing of seafood products, which shall consist of at least a one-compartment sink with drain boards of sufficient size to accommodate the operations or other equipment approved by the Division of Environmental Health, Craven County Health Department. Any seafood processing sink waste line shall be connected to a sandtrap drain. No sink shall be allowed to discharge on the floor at any time. A crumb-cup strainer shall be installed in each sink. The scaling and cleaning drainboards shall be sloped to drain into the sinks.
- (b) All cutting boards shall be of sound construction with no open cracks or joints which could collect food or other particles. All sinks and drain boards shall be pipe supported.
- (c) An adequate flexible hand sprayer shall be provided with hot and cold water for use when seafood products are being processed.

SECTION 14 - WATER SUPPLY

- (a) Water supply shall be from an approved source.
- (b) When a well is used as the water supply, it shall be constructed, maintained and operated in accordance with the requirements of 15A NCAC 18A .1700 and 15A NCAC 2C.
- (c) In seafood markets with non-community water supplies, water samples for bacteriological analysis shall be collected by the department and submitted to the laboratory section of the department or another laboratory certified by the department for analysis, and at least annually thereafter for bacteriological analysis.
- (d) Cross-connections with sewage lines, unapproved water supplies or other potential sources of contamination are prohibited. Hot and cold running water under pressure shall be provided to seafood preparation, utensil, equipment and hand washing areas, and any other areas in which water is required for cleaning. Running water under pressure shall be provided in sufficient quantity to carry out all seafood preparation, utensil washing, hand washing, cleaning, and other water-using operations.

SECTION 15 - DISPOSAL OF WASTE

- (a) All waste water shall be disposed of in accordance with 15A NCAC 18A .1900 or 15A NCAC 02H .0200.
- (b) All solid wastes containing food scraps or other decomposable material (including garbage, inedible portions of viscera, blood, scales, bones and other by-products) shall, prior to disposal, be kept in leak-proof, nonabsorbent containers which shall be kept covered with tight-fitting lids when filled or stored, or not in continuous use, provided that such containers need not be covered when stored in a special vermin-proofed room or enclosure. All rubbish storage rooms, enclosures, areas, and containers shall be adequate for the storage of all solid wastes accumulating on the premises. Garbage shall be collected and stored in standard, water-tight garbage cans or other approved containers with tight fitting lids.
- (c) Indoor or outdoor facilities shall be provided for the washing and storage of all garbage cans and mops. Cleaning facilities shall include combination faucet, hot and cold water, threaded nozzle with backflow prevention device, and curbed impervious pad that measures at least three feet by three feet with six inch curbing, and is sloped to a center drain. Each container, room or area shall be thoroughly cleaned after the emptying or removal of the wastes.
- (d) Where containerized systems are used for garbage storage, facilities shall be provided for the cleaning of such systems. Alternately, a contract for off-site cleaning shall constitute compliance with this provision and evidence of such contract shall be made available to the Environmental Health Specialist upon request.

SECTION 16 - LAVATORY FACILITIES

- (a) Lavatory facilities including hot and cold running water and a combination supply faucet or tempered water and single-use towels or an approved hand-drying device and soap, shall be provided for employees.
- (b) For employees, at least one lavatory shall be provided in the seafood preparation and utensil washing area, in addition to any lavatories which may be provided in toilet rooms. Sinks used for washing of utensils and equipment or preparing of fish shall not be accepted as substitute for required handwashing lavatories for employees.
- (c) The lavatories shall be kept clean and in good repair.

SECTION 17 - TOILET FACILITIES

- (a) Toilet rooms shall not be used for storage. Doors shall be self-closing. Fixtures shall be kept clean and in good repair.
- (b) Durable, legible signs shall be posted or stenciled conspicuously in each employee's toilet room directing employees to wash their hands before returning to work, after each visit to toilet and as often as necessary to avoid possible contamination of the seafood.

SECTION 18 - FLOORS

- (a) The floors of all rooms in which seafood is stored, prepared, handled or in which utensil are washed shall be of such construction as to be easily cleaned, and shall be kept clean and in

good repair. Floors in areas where seafood is prepared or stored may be constructed of sealed concrete, terrazzo, quarry or vinyl tile or any similar product.

- (b) The joints between walls and floors shall be rounded or be otherwise constructed to provide a tight seal between the floor and wall.
- (c) In all rooms in which water is discharged to the floor, or in which floors are subjected to flood-type cleaning, floors shall be sloped to drain and be provided with floor drains.
- (d) Floors in walk-in refrigerators, dressing or locker rooms, and toilet rooms shall be nonabsorbent materials such as sealed concrete, terrazzo, quarry or vinyl tile or any similar product.
- (e) All floors shall be free of cleaning obstacles and shall be kept clean. The floor area space shall be sufficient to accommodate all necessary operations.
- (f) At least one hose bib with hot and cold water shall be provided and located so that a hose may be connected for washing and flushing of floors.

SECTION 19 - WALLS AND CEILINGS

- (a) The walls and ceilings of all rooms shall be kept clean and in good repair.
- (b) All walls and ceilings in rooms used for handling, preparing, storage and sale of fish and other seafood products, rooms in which utensils and equipment are washed, walk-in refrigerators, dressing or locker rooms, and toilet rooms shall be easily cleanable, and shall have washable surfaces to the highest level reached by splash or spray.

SECTION 20 - LIGHTING AND VENTILATION

- (a) All rooms used for handling, preparing, storage and sale of fish and other seafood products, and in which utensils and equipment are washed shall be provided with at least 50 foot-candles of light. Dressing or locker rooms, toilet rooms and storage rooms shall be well lighted and ventilated by either natural or mechanical means.
- (b) Light bulbs, fixtures, skylights, or any glass installed above exposed seafood shall be of the safety type or otherwise shielded or protected to prevent contamination in case of breakage.

SECTION 21 - STORAGE AREAS

- (a) Storage spaces shall be kept clean and free from unnecessary storage. All items shall be stored above the floor on shelves, moveable dollies, pallets, or in cabinets.
- (b) Shelves in storage rooms shall be constructed at least one inch from the wall to eliminate narrow cracks for roaches, and the bottom shelf shall be at least 12 inches above the floor or otherwise arranged so as to permit thorough cleaning. Shelves shall not be covered with paper, cardboard, oilcloth or other absorbent material. All single-service containers, wrapping papers, etc. shall be stored so as to prevent contamination by splash, dust and vermin.
- (c) All shipping boxes, crates or other containers shall be rinsed or flushed out immediately after emptying. The storage of all such containers is prohibited, unless these have been thoroughly washed, rinsed and stored at least 12 inches above the floor.

SECTION 22 - PREMISES: MISCELLANEOUS

- (a) Effective measures shall be taken to keep flies, rodents, and other vermin out of the establishment and to prevent their breeding or presence on the premises. All openings to outside the building shall be effectively protected against the entrance of such pests by using self-closing doors, closed windows, screening, controlled air currents or other effective means and shall be kept in good repair.
- (b) The premises under the control of the management shall be kept neat and clean and free of litter. There shall be no fly or mosquito breeding places, rodent harborages on the premises.
- (c) Only those pesticides which have been properly labeled and approved for use in the facility shall be used. Such pesticides shall be used in accordance with the manufacturer's directions and shall be handled and stored to prevent the contamination of containers, equipment and seafood.
- (d) Soiled work clothing and any clothes used in preparing or for cleaning shall be kept in containers provided for this purpose. Suitable storage spaces shall be provided for mops, brushes, brooms, hoses, cleaning compounds and other similar items.
- (e) None of the operations of the seafood market shall be conducted in any room used for domestic purposes.

SECTION 23 - SALES FROM VEHICLES

The offering for sale of seafood from vehicles in any area of Craven County shall be restricted as follows:

- (a) The portion of the vehicle used for storage, transportation and sales shall be enclosed and constructed of smooth materials and be so constructed as to be easily cleaned and maintained in good repair.
- (b) All seafood products displayed for sale shall be stored in labeled nonabsorbent cases or boxes of sufficient size and depth to permit and maintain thorough icing at all times. Seafood must be unadulterated, iced and well-drained at all times. Seafood shall not be permitted to float in drip water from melting ice.
- (c) Where vehicles offer shellfish for sale, shellstock shall be stored using mechanical refrigeration at 45° F and in accordance with 15A NCAC 18A .0427. The reuse of single-service shipping containers and the storage of shucked shellfish in other containers are not allowed.
- (d) To prevent the possibility of cross-contamination on vehicles, storage and sales will be limited to one product, unless the operator has immediate access to handwashing facilities as defined in Section 16. The sale of cooked seafood products from a vehicle at any time is prohibited.
- (e) Toilet facilities and handwashing facilities as defined in Section 16 and 17 of this section shall be located within 100 yards or closer to the area in which sales are conducted. Approval from a business to use these facilities shall be submitted with the application for a permit. An approved hand sanitizer and single-use towels shall be provided. A solution of warm water and soap shall be used prior to using hand sanitizer. All sanitizers and soap

solutions shall be labeled properly.

- (f) The vehicle operator shall maintain the records disclosing the source of the seafood for sale for a period of at least 90 days.
- (g) Vehicles shall be constructed to ensure proper cleaning, and unless mechanically refrigerated, vehicles shall be emptied and cleaned daily.
- (h) All solid waste removed from the vehicles shall be kept in leak-proof, nonabsorbent containers which shall be kept covered with tight-fitting lids prior to disposal.
- (i) All employees shall wear clean outer clothing and handle fish and other seafood products in a sanitary manner. Wrapping materials and containers used for sale of such products shall be of a sanitary material.

SECTION 24 - APPEALS

(a) To the Director. Any person aggrieved by any action of a Health Department representative, other than the Health Director, with regard to any provision of the interpretation or enforcement of these Rules may file a written appeal with the Health Director within thirty (30) days of the event giving rise to the appeal. The appeal must include: (i) the name and address of the aggrieved person; (ii) a description of the action challenged; and (iii) the reason why the action is alleged to be incorrect. The Health Director may require the appellant to submit such additional information as he deems necessary to make a decision concerning said interpretation and/or enforcement. The Director may affirm, modify or reverse the challenged action, by issuing a written decision, including a concise statement of the reasons for his decision.

(b) To the Board of Health. Any aggrieved person dissatisfied with a decision of the Health Director may appeal the Health Director's decision, by filing a written appeal with the Board of Health within thirty (30) days after the decision of the Health Director, following the same procedure outlined in Section 24(a). Upon the filing of such an appeal, the Health Director shall, within five (5) days of its receipt, transmit to the members of the Board of Health the written appeal and all other pertinent documentation. The Board shall schedule a hearing within fifteen (15) days after it receives the notice of appeal. The Board shall give the appellant no less than ten (10) days notice of the date, time, and place of the hearing. Any party may appear in person or by a licensed attorney, but may not be represented by any other third-party. The Board of Health shall issue a written decision, based on evidence at the hearing, and shall include a concise statement of the reasons for its decision. No person shall take any action prohibited by the Health Department until there is a final resolution of the appeal.

(C) To the District Court. Any person aggrieved by a decision of the Board of Health hereunder may file a written appeal with the Craven County District Court within thirty (30) days from the date of the Board of Health's decision.

SECTION 25 - PENALTY

A violation of any of the provisions of these Rules is declared to be unlawful and shall be punishable as a general misdemeanor pursuant to the authority contained in North Carolina General Statute Section 130A-25. Each day any violation of any of these provisions shall continue shall constitute a separate offense. Further, in the enforcement of these Rules, the Board and/or the

CRAVEN COUNTY HEALTH DEPARTMENT
Board of Health Fee Approval
Recommendation

Clinic:

See Below

Fee Establishment Recommended:

| <u>Procedure Code/Description</u> | <u>LHD Rate</u> | <u>Proposed Rate</u> |
|---|------------------------|-----------------------------|
| 59430/OB Postpartum | \$165.00 | \$200.00 |
| 86580/TB PPD | \$10.00 | \$13.00 |
| 90471/IM Admin | \$34.00 | \$40.00 |
| 99204/OV, New, Detailed | \$210.00 | \$230.00 |
| 99213/OV, Est, Expanded | \$101.00 | \$124.00 |
| 99214/OV, Est, Detailed | \$155.00 | \$187.00 |
| 99215/OV, Est, Comprehensive | \$207.00 | \$203.00 |
| 99381/New Preventive Age 0-1 | \$110.00 | \$140.00 |
| 99382/New Preventive Age 1-4 | \$110.00 | \$140.00 |
| 99383/New Preventive Age 5-11 | \$110.00 | \$140.00 |
| 99385/New Preventive Age 18-39 | \$186.00 | \$200.00 |
| 99391/Est Preventive Age 0-1 | \$110.00 | \$140.00 |
| 99392/Est Preventive Age 1-4 | \$110.00 | \$140.00 |
| 99393/Est Preventive Age 5-11 | \$110.00 | \$140.00 |
| 99395/Est Preventive Age 18-39 | \$160.00 | \$178.00 |
| 90471EP/Immunization Admin | \$34.00 | \$40.00 |
| 99394EP/Preventive Visit Est Pat, 12-17 | \$110.00 | \$186.00 |
| D1206CH/Top Fluoride; Tx Appl Mod-Hi Risk | \$35.96 | \$42.00 |
| T1002/RN Services | \$36.05 | \$70.00 |

We are requesting the above rates to be effective January 1, 2012.

Reason for Increase:

Increase in service rates.

Volunteer Board Information and Interest Sheet Craven County, North Carolina

Names of board, committee, authority, etc., in which you are interested. Please list in order of priority:

| | | | |
|----------------------|-------|-----------------|--------------------|
| Name: | _____ | Home Phone: | _____ |
| Home Address: | _____ | | |
| | _____ | | |
| City: | _____ | Zip Code: | _____ |
| Township: | _____ | City Limits: | _____ Yes _____ No |
| Occupation: | _____ | Business Phone: | _____ |
| Place of Employment: | _____ | Fax Number: | _____ |
| E-Mail Address: | _____ | | |

(Please indicate your preferred contact number.)

Education

Business and Civic Experience

Areas of Expertise, Interest, Skills

Why do you want to serve?

(A resume may be attached to this form, but will not be accepted in lieu of the form.)

Date: _____ Signature _____

The Craven County Board of Commissioners sincerely appreciates the interest of all citizens in serving their county. For more information on the responsibilities of various boards, you may view the on-line board descriptions or contact the County Clerk's Office at (252) 636-6601. RETURN FORM TO: CRAVEN COUNTY CLERK, 406 CRAVEN STREET, NEW BERN, NC 28560. The form may also be sent via e-mail (gbryan@cravencountync.gov) or fax: (252) 637-0526.

This form will remain active until two years after date received.

For Internal Use Only

Date Received: _____

Form is active until: _____ (two years after date received)

Received by: _____ (initials)

Reviewed by the following Commissioners. Please initial and add "PA" if you are personally acquainted with the individual.



**WEST of NEW BERN
VOLUNTEER FIRE DEPARTMENT
900 Chelsea Road
New Bern, N. C. 28562
252-638-1119**

December 14, 2011

Craven County Board of Commissioners:

This letter is to request that you consider appointing Mr. Amos Mantyla to the Fireman's Relief Fund for West of New Bern Volunteer Fire Department. Mr. Mantyla lives in the Fire District as required by the N. C. General Assembly and the State Fireman's Association.

Amos resides at 2107 Steeple Chase Drive in Trent Woods and he is a twenty-five year retired member of West of New Bern Volunteer Fire Department. He served on the Board of Directors of the Department for many years. Amos has always worked very hard for the citizens we protect.

I am currently the Fire Chief of West of New Bern Volunteer Fire Department and I am very confident that Amos will gladly serve on this committee with integrity and pride and have the best interest of our members always in mind. I have known Amos for over forty years and have always found him to be a good person and personal friend. He also works very hard for the Shriners Burned and Crippled Children.

As stated earlier, I am the current Fire Chief and have served in that capacity several times. I cannot think of a better person to represent our Fireman's Relief Fund. Thank you again for your consideration to appoint Mr. Amos Mantyla.

Respectively Submitted,

Cleve Woolard

Cleve Woolard, Fire Chief

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Nineteenth day of December in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Craven County Board of Commissioners
406 Craven Street
New Bern, NC 28560
Telephone Number: 252.636.6600

and the Architect:
(Name, legal status, address and other information)

C. R. Francis / Architecture, p.a.
329 Middle Street
New Bern, NC 28560
Telephone Number: 252.637.1112

for the following Project:
(Name, location and detailed description)

Craven County Emergency Operations Center
Craven Street
New Bern, NC
The renovation of a 7975 square foot portion of the existing Craven County Jail for use as an emergency operations and training center.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The design work will be based on predesign work developed for the referenced project including the initial drawings a1.1 and a1.2 as well as the initial cost estimate. All work was based on the original design documents delivered by the Owner to the Architect where the information was placed in a three dimensional model of the structure.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined

.2 Substantial Completion date:

To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

Init.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement.

.1 General

(Paragraphs deleted)

Liability: [Business Owners] liability and medical expenses \$1,000,000 per occurrence

.2 Automobile Liability: \$1,000,000 [CSL]

.3 Workers' Compensation: minimum legal limits

The above listed insurance are policies of Penn National Insurance with Lancaster McAden Willis Smith serving as local agents.

(Paragraph deleted)

.4 Professional Liability: \$1,000,000 per claim / \$2,000,000 aggregate per policy year

The above listed professional insurance is a policy of Victor O. Schinnerer & Company, Inc. with Insurance Management Consultants, Inc. of Mooresville, NC serving as local agents [having acquired our former agent Willis of North Carolina, Inc. of Charlotte, NC]

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the

Init.

Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

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Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

| Additional Services | Responsibility (Architect, Owner or Not Provided) | Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below) |
|---|--|--|
| § 4.1.1 Programming | * Architect | |
| § 4.1.2 Multiple preliminary designs | * Architect | |
| § 4.1.3 Measured drawings | ** Architect | |
| § 4.1.4 Existing facilities surveys | N/A | |
| § 4.1.5 Site Evaluation and Planning (B203™-2007) | N/A | |
| § 4.1.6 Building information modeling | * Architect | |
| § 4.1.7 Civil engineering | N/A | |

| | | | |
|--------------------------------------|---|--|--|
| § 4.1.8 | Landscape design | N/A | |
| § 4.1.9 | Architectural Interior Design (B252™–2007) | * Architect | |
| § 4.1.10 | Value Analysis (B204™–2007) | N/A | |
| § 4.1.11 | Detailed cost estimating | ** Consultant | |
| § 4.1.12 | On-site project representation | N/A | |
| § 4.1.13 | Conformed construction documents | N/A | |
| § 4.1.14 | As-Designed Record drawings | N/A | |
| § 4.1.15 | As-Constructed Record drawings | * as furnished by the Contractor | |
| § 4.1.16 | Post occupancy evaluation | N/A | |
| § 4.1.17 | Facility Support Services (B210™–2007) | N/A | |
| § 4.1.18 | Tenant-related services | N/A | |
| § 4.1.19 | Coordination of Owner's consultants | * Architect | |
| § 4.1.20 | Telecommunications/data design | * Architect in coordination with the Owner's representatives | |
| § 4.1.21 | Security Evaluation and Planning (B206™–2007) | N/A | |
| § 4.1.22 | Commissioning (B211™–2007) | N/A | |
| § 4.1.23 | Extensive environmentally responsible design | N/A | |
| § 4.1.24 | LEED® Certification (B214™–2007) | N/A | |
| § 4.1.25 | Fast-track design services | N/A | |
| § 4.1.26 | Historic Preservation (B205™–2007) | N/A | |
| § 4.1.27 | Furniture, Furnishings, and Equipment Design (B253™–2007) | N/A | |
| N/A = Not applicable to this project | | | |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See Article 12 for additional information concerning the items marked * and **

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- *.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- *.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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- *.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- *.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- *.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- \$.4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic

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evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 The option of Mediation as a method of dispute resolution is hereby omitted from this contract.

(Paragraph deleted)

§ 8.2.2 In that the parties have omitted mediation as a dispute resolution method,, the method of binding dispute resolution shall be the following:

Litigation in a court of competent jurisdiction located in Craven County

(Paragraphs deleted)

§ 8.3 ARBITRATION

§ 8.3.1 The option of Arbitration as a method of dispute resolution is hereby omitted from this contract..

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due .

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

At a percentage rate of 8.5% on the cost of construction.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At a rate to be determined if and when the Owner desires such services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Charles Francis AIA \$100/hr
Diane Filipowicz assoc. AIA \$90/hr

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

As a direct pass through without markup.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | | | | |
|---------------------------------|--------------------|------------------|------------|-----------|
| Schematic Design Phase | Fifteen | percent (| 15 | %) |
| Design Development Phase | Twenty | percent (| 20 | %) |
| Construction Documents Phase | Forty | percent (| 40 | %) |
| Bidding or Negotiation Phase | Five | percent (| 5 | %) |
| Construction Phase + | Twenty | percent (| 20 | %) |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

§ 11.5.1 Paragraph 11.5 is modified to the extent that payments for basic services shall become due upon completion of each phase, except that payments during the construction phase shall be monthly in proportion to the construction funds expended.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

| Employee or Category | Rate |
|--------------------------------|-----------|
| Charles R. Francis, AIA | \$100/hr. |
| Diane H. Filipowicz assoc. AIA | \$90/hr. |
| Mary Rupkalvis | \$60/hr. |

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- *.1 Transportation and authorized out-of-town travel and subsistence;
- *.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- ***.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- ***.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- ***.10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

None

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

First Citizens Bank Prime Rate at the time indicated in 11.10.2 [60 following initial billing]

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

- * The additional services listed are hereby included as part of the basic service
4.1.1, 4.1.2, 4.1.6, 4.1.15, 4.1.19, 4.1.20, 4.3.1.5, 4.3.1.6, 4.3.1.7, 4.3.2.2, 4.3.2.3, 4.3.2.4

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** 4.1.3 The design will be developed from the original design documents as modified by field measurements taken by the Architect.

** 4.1.11 Professional cost estimating beyond that formulated in the Architect's office would be a reimbursable expense.

*** 11.8.1.6, 11.8.1.8, and 11.1.10 are deleted from the contract

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

Craven County Board of Commissioners

C. R. Francis / Architecture, p.a.

(Row deleted)

(Chairman)

(Charles R. Francis AIA)

Attest:

Attest:

(Row deleted)

(Row deleted)

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

Finance Officer

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