



COUNTY OF DARE

PO Box 1000, Manteo, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

Monday, August 5, 2024

“HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?”
Caring for Our Community – A Nurturing Place Where All Can Live and Grow.

9:00 AM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE

ITEM 1 Opening Remarks - Chairman's Update

ITEM 2 Service Pins - August

ITEM 3 Employee of the Month – August

ITEM 4 Public Comments

ITEM 5 Public Hearing – Zoning Text Amendment to Section 22-27.14 Harbor Rd. Marine Commercial

ITEM 6 Presentation of the Certificate of Achievement for Excellence in Financial Reporting

ITEM 7 Dare County Special Olympics

ITEM 8 Blue Zones Ignite Presentation

ITEM 9 Senior Tar Heel Legislature

ITEM 10 Trillium Health Resources – Annual Report

ITEM 11 George Hyde – Nuisance Ordinance Violation

ITEM 12 Linwood Bowser – Nuisance Ordinance Violation

ITEM 13 Maintenance Funding Sources

ITEM 14 Parks and Recreation Needs Assessment RFQ Recommendation

ITEM 15 Capital Project Ordinance for Architectural Contract for Dare County Public Works Project

ITEM 16 Public Works & Buxton Transfer Construction Design Contract

ITEM 17 Five Year General Fund Projection

ITEM 18 Consent Agenda

1. Approval of Minutes (7/16/24)

2. Spectrum Cable TV Contract

3. 2024 Update to CRS Program for Public Information

4. Great Trails State Program Application

5. Budget Amendment - Soil and Water StRAP Funding

6. Budget Amendment – Register of Deeds Grant

7. Budget Amendment - Dredge Loan Forgiveness

8. Budget Amendment – Salvo RCCP Grant

9. Budget Amendment – Hatteras Village RCCP Grant

10. Budget Amendment – CSDM Grant 4-Towns Beach Nourishment

11. Budget Amendment-CSDM Grant Southern Hatteras Sand Search

12. Resolution & Budget Amendment – Rodanthe Emergency Ferry Channel Grant Application

13. Health – Budget Amendment – Public Health Services Grant Year II

14. DHHS – Social Services – Northwoods Consulting Partners Software as a Service Agreement (SaaS)
Three-Year Agreement

ITEM 19 Board Appointments

1. A.B.C. Board

2. Fessenden Center Advisory Board

3. Game and Wildlife Commission

4. Virginia S. Tillett Community Advisory Board

5. Upcoming Board Appointments

ITEM 20 Commissioners' Business & Manager's/Attorney's Business

ITEM 21 Closed Session

ADJOURN UNTIL 9:00 A.M. ON SEPTEMBER 3, 2024.



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard, Sr.



Service Pins - August, 2024

Description

Service pins for the month of August will be presented.

Board Action Requested

None

Item Presenter

Robert Outten, County Manager



Employee of the Month

Description

The Employee of the Month Certification for August will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Comments

Description

The Board of Commissioners encourages citizen participation and provides time on the agenda at every regularly scheduled meeting for Public Comments. This is an opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern.

Comments can be made at the Commissioners Meeting Room in Manteo (Administration Bldg., 954 Marshall Collins Drive, Manteo) or through an interactive video link at the Fessenden Center Annex (47013 Buxton Back Road, Buxton).

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Public Hearing--Zoning Text Amendment to Section 22-27.14 Harbor Road Marine Commercial (MC-2)

Submitted by Ricky Scarborough Jr.

Description

Ricky Scarborough Jr. has submitted a zoning text amendment application requesting to amend the MC-2 zoning ordinance. The applicant is requesting that the language be amended to allow for an increase in the building height limit for boat building facilities. The applicant is requesting that the height limit for boat building facilities be amended to allow for a height of 52 feet measured from 8 feet NAVD 1988.

A detailed staff report, draft text language, and a statement of consistency and reasonableness is attached for the Board's review.

Board Action Requested

Conduct Public Hearing and act on proposed amendment.

Item Presenter

Noah H Gillam, Planning Director

**COUNTY OF DARE
ZONING AMENDMENT APPLICATION
OR AMENDMENT TO DEVELOPMENT REGULATION**

Any zoning map, zoning text amendment, or amendment to other development regulation is subject to legislative review and approval by the Dare County Board of Commissioners according to the procedures of Section 22-81 of the Dare County Zoning Ordinance. Applications for amendments shall be made in writing to the Dare County Planning Director and shall be signed by all property owners or their duly authorized agents.

Property Owner (s) Stevens Marine LLC

Address: 370 HARBOUR RD WAREHOUSING 27981

Telephone: 252-216-7055 (cell) Email: ricky@stevensmarine.com

Property Description:

Lot	Phase/Section	Block	Subdivision
Parcel: <u>01253601</u>			PIN: <u>97970899158</u>

Text Amendment Map Amendment

Present Zoning Classification: MC-2

Requested Zoning Classification

Explanation of Request: I REQUEST THAT THE BUILDING BEZEL BEZEL FOR BOAT SLIPS
BE "SO FAR MEASURED FROM 8 FEET ABOVE NAVD 1988" CONTRA TO THE LOCAL
I REQUEST THIS DUE TO THE NATURE OF MY BUSINESS AND THE INCREASE IN BOAT
SIZES

Amendment applications shall not be processed by the Planning Director until such time that all review fees have been paid and all necessary documents have been submitted. Once the application is determined to be complete, the Planning Director shall schedule review of the application as established in the Zoning Ordinance Sections 22-82 to 22-86. Amendments are legislative decisions and involve review by the Planning Board and Board of Commissioners. The notice procedures of Section 22-72 of the Zoning Ordinance shall be implemented by the Planning Director. Citizen comments shall be processed according to Section 22-82 and Section 22-85 of the Zoning Ordinance.

Applicant: Ol Stevens Date: 5-16-2024

July 3, 2024

MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS

FROM: Noah H Gillam, Planning Director

RE: Text Amendment to Section 22-27.14 Harbor Road Marine Commercial (MC-2) requesting that the building height for boat building facilities be increased to 52 feet.

A text amendment application has been submitted by Ricky Scarborough Jr. requesting to amend the MC-2 zoning ordinance. The applicant is seeking that the language be amended to allow for an increase in the building height limits for boat building facilities. Boat building facilities are a special use in the MC-2 and are currently subject to a height limit of 40 feet measure from 8 feet NAVD 1988. The applicant is requesting that the height limit for boat building facilities be amended to allow for a height of 52 feet measured from 8 feet NAVD 1988.

The MC-2 district was adopted on March 24, 2006 and is only located in Wanchese and encompasses all the parcels located on Harbor Road leading up to the entrance of the Wanchese Industrial Park. Mr. Scarborough owns parcel 013331001 located at 370 Harbor Rd, Wanchese, and currently operates a part of his business, Scarborough Boatworks on the parcel. Since the adoption of the MC-2 zoning district, our local boat builders have experienced an increase in the length and size of their boats to meet the customer request and to stay current with the trends of the sport fishing industry. The current height limit for boat building facilities in the MC-2, does not allow the boat builders enough height to bring the larger boats inside once the super structure is installed on the boat. An increase in the height limit would afford boat builders in the MC-2 the ability to finish and make repairs to boats inside protected from the elements. Currently in Dare County only one building located in the industrial park, which is exempt from County zoning regulations can accommodate the larger boats.

Presently, in the MC-2 zoning district the permitted use of boat dry dock storage facilities are afforded an increase in the height limitation. Boat dry dock storage facilities are allowed to have a height of 50 feet measured from the finished elevation. Once a boat is placed on the dry dock storage structure the overall height of that facility could exceed 60feet depending on the size of the boat and its associated features being stored on the dry rack. It is staffs opinion that affording boat building facilities an

increase in their height limits would not disrupt the flow and appearance of the zoning district and surrounding neighborhood.

The Dare County Planning Board reviewed the proposed amendment on July 2, 2024. The Planning Board during their review identified that the 2022 Dare County Land Use Plan recognizes the importance of Dare County's historical marine-related industries and their impacts on maintaining the traditional livelihoods of Dare County citizens and that boat building facilities are a major aspect of this. There are two policies in the Land Use Compatibility section of the LUP that the Planning Board found consistent with the proposed amendment. The first policy is LUC #1 under the Coastal Heritage and Overall Development Practices heading which states, that *Dare County recognizes the importance of our coastal village heritage and will continue to foster this heritage through the use of appropriate land use policies, regulatory guidelines, and other County ordinances.* The second policy is LUC #13 under the Industrial Development heading that states, *the siting of industrial development should be evaluated relative to its impacts on environmentally sensitive natural areas and compatibility with existing patterns of development. Boat building, commercial fishing and construction are recognized as traditional industries and employment sectors in Dare County that are consistent with our coastal heritage.* At the close of the discussion the Planning Board recommended favorable action on the proposed amendment based on consistency with the above mentioned policies

A copy of the proposed draft language and the Land Use Plan Policies are attached to this memo for the board's review. Any favorable action by the Board of Commissioners must also include a finding of consistency and reasonableness. A draft statement of this finding is attached.

Draft Motions:

Motion to adopt: "I move that the draft amendments to Section 22-27.14 MC-2 zoning district be adopted as recommended by the Planning Board. A statement of consistency and reasonableness as prepared by staff is adopted as part of this motion."

Motion to revise: "I move that the draft amendments to Section 22-27.14 MC-2 zoning district be adopted (insert revised language). A statement of consistency and reasonableness as prepared by staff is adopted as part of this motion."

No motion is needed if the Board chooses to take no action on the proposed amendments. Failure to take no action on the proposed amendment shall be deemed a denial of the proposed amendment unless stated otherwise by the Board of Commissioners.

DRAFT LANGUAGE

Draft language can be found in red.

SECTION 22-27.14 - HARBOR ROAD MARINE COMMERCIAL (MC-2)

(c) Special uses: Any use in existence on March 24, 2006 shall be allowed to continue in operation without seeking approval from Dare County, regardless if that use is listed as a permitted use or is listed as a special use in any of the Wanchese zoning districts. Additions or expansion of uses in existence on March 24, 2006 shall be subject to administrative review and approval by the Dare County Planning Department for compliance with the zoning regulations. Construction of additional principal use structures at existing business sites that would require a special use permit if not already established prior to March 24, 2006 shall trigger review and approval under the special use permit process.

The following special uses and no other special uses may be permitted, subject to the requirements of this district and the regulations and requirements imposed by the Board of Commissioners as provided by Article IX of this chapter. Any use not permitted herein shall be deemed prohibited.

- (1)** Boat building facilities if constructed after **March 24, 2006**. **Boat Building facilities shall have a maximum building height limit of 52 feet measured from 8 feet NAVD 1988 provided the following conditions are met:**
 - A. Shall be located on a parcel of land containing not less than 1 acre**
 - B. Shall be separated by a minimum distance of 100 feet from a residential structure measured from exterior wall to exterior wall**
 - C. No more than one structure on the parcel shall be allowed with a building height exceeding the building height limit of Section 22-27.14 (d)(7)**
 - D. Structures exceeding the building height limit of Section 22-27.14 (d)(7) shall be separated by a distance of 300 feet measured from exterior wall to exterior wall.**

SECTION 22-27.14 - HARBOR ROAD MARINE COMMERCIAL (MC-2)

All properties entering onto Harbor Road up to the entrance to Wanchese Seafood Industrial Park

(a) Scope and intent: The Marine Commercial District is established to protect the existing varying marine-oriented uses that require a waterfront location while promoting marine-oriented uses and other commercial businesses that do not require a waterfront location, but are related to, or serve a marine interest. The district is designed to promote constructive improvements to existing businesses, orderly growth and future development that is sensitive to any environmental conditions and limitations characterizing much of the lands within the district situated along the north and south boundaries of Harbor Road extending to the entrance of Wanchese Industrial Park.

Furthermore, this district allows and encourages wastewater treatment systems other than conventional septic tank and drain field systems, that may be authorized by the Dare County Health Department. However, this does not include centralized urban-style wastewater collection and treatment systems. The goal is to protect the quality of the community's surface water and ground water supply particularly with the close proximity of this district to Broad Creek and Mill Landing Creek.

The district provides space for diverse types of marine commercial activities and land uses that provide services and goods to people and industry while strengthening the economic base of Dare County. Moreover, the district allows for the continued use of a flexible mix of single-family dwellings, duplex homes, and mobile homes on individual lots, and mobile home parks. The goal of the community is to protect the harmonious atmosphere of a quaint fishing village.

(b) Permitted uses: Any use in existence on March 24, 2006 shall be allowed to continue in operation without seeking approval from Dare County, regardless if that use is listed as a permitted use or is listed as a special use in any of the Wanchese zoning districts. Additions or expansion of uses in existence on March 24, 2006 shall be subject to administrative review and approval by the Dare County Planning Department for compliance with the zoning regulations. Construction of additional principal use structures at existing business sites that would require a special use permit if not already established prior to March 24, 2006 shall trigger review and approval under the special use permit process.

The following uses and no other uses shall be permitted by right and are not necessarily associated with a principal residential use. Any use not permitted herein shall be deemed prohibited.

(1) Offices, including such uses as:

- a. Business.
- b. Financial, such as banking.
- c. Governmental.
- d. Medical.

(2) Commercial uses:

- a. Boat yards, repair.
- b. Boat and motor display, sales and service.
- c. Boats - dry dock storage, fenced and not to exceed 50 feet measured from the finished elevation.
- d. Boarding of horses, commercial horse ranch/equestrian related uses and activities, tack shop.
- e. Box making facilities.

- f.** Cold storage and ice manufacturing.
- g.** Container storage space for boat gear on docks in conjunction with marina or boat docks.
- h.** Crab shedding operations and associated equipment.
- i.** Crab pot storage and other crabbing and commercial fishing gear.
- j.** Dry cleaning, laundromats.
- k.** Existing docking facilities, private and public.
- l.** Electrical equipment, sales and service.
- m.** Electronic equipment, sales and service.
- n.** Fish houses, including packing, processing, seafood sales, storage and loading and unloading trawlers.
- o.** Fishing - party fishing excursions and associated services.
- p.** Food service –carryout and mobile only (see CUP for seating).
- q.** Hardware supplies.
- r.** Heating and air, sales, service.
- s.** Marine supplies, including rigging, netting, and the like.
- t.** Plumbing supplies, sales and service.
- u.** Private docks and commercial docks.
- v.** Retail shops, including, but not limited to gifts and imports.
- w.** Radio, TV broadcasting and film production studio.
- x.** Seafood processing and seafood market sales – wholesale /retail.
- y.** Schools, commercial limited to sailing/marine oriented outdoor lifestyle.
- z.** Taxidermist.
- aa.** Upholstery.
- bb.** Vessel refueling.
- cc.** Village general store without fuel pumps and not associated with a marina.
- dd.** Welding shop and steel fabrication.

(3) Single-family dwelling unit in conjunction with commercial business may be located above or in the rear of commercial building, attached or detached provided that all federal, state, and local regulations are met. No additional parking shall be required for the residential use. The residential use shall not exceed 1,200 square feet of building footprint area.

(4) Detached single-family dwellings on individual lots or parcels.

(5) Single-family mobile homes located on individual lots, provided:

a. Compliance with building code for mobile homes in a hurricane area.

b. Compliance with the requirements of the building inspector regarding skirting materials and skirting area.

(6) Bed and breakfast homes.

- a. Small bed and breakfast home as defined in Section 22-2.
- b. Large bed and breakfast home as defined in Section 22-2.

(7) Duplexes.

(8) Customary accessory uses associated with principal use, including windmills not to exceed height limit of this district, garages, sheds, swimming pools, tennis courts, commercial accessory business structures and any other structure associated with a residential use.

(9) Accessory dwelling unit associated with principal residential use and referred to as a “guesthouse” is permitted, subject to compliance with all supplementary local, state and federal permit approvals and in addition to the following:

- a. An accessory dwelling unit may be attached to the principal residence or be detached from the principal residence. The size of an accessory dwelling unit, whether attached to or detached from, the principal residence shall not exceed 900 square feet of heated space.
- b. An accessory dwelling unit, whether attached to or detached from the principal residence, shall be located on the site in conformance with the building setbacks of this zoning district.
- c. The owner of the property and/or family member shall occupy either the primary residence or accessory dwelling unit.
- d. One additional off-street parking space shall be required.
- e. An accessory dwelling unit shall not be subdivided or segregated in ownership from the principal use structure.
- f. An outbuilding on a residential lot that exists at the time of adoption of this ordinance may be converted into an accessory dwelling unit, if lot coverage can be met for the accessory unit and the primary residence.
- g. The accessory dwelling unit shall be constructed according to all applicable state and federal regulations and local building code requirements, including federal floodplain elevation regulations if applicable.
- h. Once permitted, the property owner shall submit annual verification of year round occupancy of the principal use structure or the accessory dwelling unit to the Dare County Planning Department, if necessary.
- i. Travel trailers, recreational vehicles, and/or mobile homes shall not be used as accessory dwelling units.
- j. Accessory dwelling units shall not be used for any commercial or business activity.

(10) Traditional village business – A commercial accessory use conducted by owner and/or family member residing on the lot or parcel of the principal residence provided the following conditions are met:

- a. Property owner and/or family member operates a business and resides on the premises.
- b. Merchandise produced on or off of the premises may be sold on premises.
- c. An accessory commercial building shall not exceed 1,200 square feet. In addition, 25% of the total floor area of the principal residence may be used for said business.

d. One indirectly lighted freestanding sign, not to exceed 36 square feet, may be posted on the property.

e. On-site parking for up to 4 spaces shall be provided on the site.

Zoning Code 122EEE

f. Visual buffer: A 6-foot opaque wooden fence or vegetative buffer shall be provided for any business established after March 24, 2006. In some instances, existing dense shrubs, trees, and plants may provide screening.

g. In the case where a property owner owns land that is contiguous to the principal residential use and accessory business, said land may be used as an extension and a part of the traditional village business use.

h. The traditional village business shall be located a minimum of 15 feet from the front property line and 10 feet from any side or rear property line. The setbacks listed in subsection (d) shall not apply.

i. An average of 3 non-resident employees may be employed.

The following list of uses may be permitted as a traditional village business including, but not limited to:

1. Offices: business, financial, professional, and medical.

2. Retail/wholesale shops:

a. Antiques, furniture, and home decor.

b. Apparel.

c. Artist and art supplies.

d. Bait and tackle supplies.

e. Beehives.

f. Books.

g. Camera and photo supplies.

h. Coffee/tea cakes, pies, bakery goods and edibles.

i. Florist.

j. Fruit and vegetable stand.

k. Gifts and imports.

l. Hobby goods.

m. Hunting and fishing supplies.

n. Jewelry.

o. Leather goods.

p. Millinery shop.

q. Music shop.

r. Photography equipment.

- s. Sales and service.
 - t. Sewing shop/needle works, dry goods and supplies.
 - u. Tack and equestrian associated sales.
 - v. Toys.
 - x. Upholstery.
 - y. Woodcarving, ducks and other wildlife.
3. Service establishments:
- a. Automobile detailing.
 - b. Barber and beauty shops including tanning and exercise facilities.
 - c. Bicycle rentals with buffered storage area.
 - d. Boarding of horses, equestrian associated activities according to state regulations.
 - e. Boat building shop – (not to exceed 1,200 sq. ft. boat size limited to 36 ft.).
 - f. Bricklayer.
 - g. Bake shops – cakes, pastries, edibles and bakery goods.
 - h. Carpenter/cabinet/wood-working.
 - i. Catering business.
 - j. Computer and internet services.
 - k. Concrete finishing business and equipment.
 - l. Crab pot storage and other crabbing and commercial fishing gear.
 - m. Crab shedders and associated operations.
 - n. Craft production and retail sales.
 - o. Electrician.
 - p. Electronics.
 - q. Excavating and equipment.
 - r. Hardwood flooring, carpet, vinyl and ceramic tile installation.
 - s. Heating and air.
 - t. Historic home place tours and interpretation of village lifestyle.
 - u. Home schooling.
 - v. House and boat moving business.
 - w. Landscape and lawn care.
 - x. Music lessons.
 - y. Outboard engine repair.
 - z. Painter and dry wall.

- aa. Photographer.
- bb. Plumber.
- cc. Potter, clay works, ceramics.
- dd. Pressure washing business.
- ee. Radio, TV broadcasting and film production studio.
- ff. Roofer.
- gg. Seafood sales as per North Carolina regulations.
- hh. Small engine repair.
- ii. Small trucking business – parking business truck on site.
- jj. Taxidermist.
- kk. Tree removal, stump grinding, log splitting and wood sales.
- ll. Welding shop.

4. Specific waterfront commercial accessory uses associated with principal use:

- a. Commercial fishing and crabbing business, retail and wholesale markets, including all rigging and storage of crab and fish gear.
 - b. Boat dockage of 10 slips or less.
 - c. Boat shop not to exceed 1,200 square feet of floor area and limited to the construction of 36-foot boats.
 - d. Boathouses and sheds.
 - e. Boat rentals limited to non-motorized watercraft.
 - f. Fishing party excursions ½ day and full day trips.
 - g. Private boat ramps for residential use or commercial accessory use.
 - h. Schools offering private lessons for sailing and other outdoor activities.
- (11) Agriculture farming, livestock, waterfowl, poultry and related activities for personal use.
- (12) Aquaculture and associated activities related to fish farming as regulated by the State.
- (13) Small child care homes as defined in Section 22-2.
- (14) Private home antennas and on-site accessory business use antennas.
- (15) County owned and leased facilities.
- (16) Heritage gardens – designated areas of land leased to the public for gardening projects.
- (17) Workforce housing - administrative review for one WHU subject to provisions of Section 22-58.7.

(c) Special uses: Any use in existence on March 24, 2006 shall be allowed to continue in operation without seeking approval from Dare County, regardless if that use is listed as a permitted use or is listed as a special use in any of the Wanchese zoning districts. Additions or expansion of uses in existence on March 24, 2006 shall be subject to administrative review and approval by the Dare

County Planning Department for compliance with the zoning regulations. Construction of additional principal use structures at existing business sites that would require a special use permit if not already established prior to March 24, 2006 shall trigger review and approval under the special use permit process.

The following special uses and no other special uses may be permitted, subject to the requirements of this district and the regulations and requirements imposed by the Board of Commissioners as provided by Article IX of this chapter. Any use not permitted herein shall be deemed prohibited.

(1) Boat building facilities if constructed after date of adoption of ordinance.

(2) Cemeteries, churches, fire stations and other public buildings.

(3) Communication tower only associated with an on-site business.

(4) Elder in-home care, up to 4 non-related patients (private home nursing) provided the following minimum requirements are met:

a. Employee and visitor parking according to Section 22-56 in addition to 1 parking space for each non-resident employee.

b. Other reasonable conditions as may be imposed by the Board of Commissioners.

(5) Fuel storage only associated with on-site business use.

(6) Group housing projects according to Section 22-31 plus the following requirements:

a. Density shall not exceed 1 unit per 20,000 square feet of soils not classified as coastal wetlands; duplex home 25,000 square feet of soils not classified as coastal wetlands provided this area may be reduced to 20,000 square feet if duplex is served by central water supply.

b. Every dwelling shall be accessible to emergency service vehicles and Dare County Public Works vehicles.

c. A turning lane into project shall be provided with additional setback buffer along state-maintained rights-of-way into the residential neighborhoods.

d. Building height limit of 40 feet as defined in this section.

e. No mooring of permanent floating homes and other permanent floating structures as defined in 15A NCAC 7M00602 in the surrounding public trust waters of Dare County.

f. Accessory dwelling units are not allowed in sites developed as a group housing development.

g. A traditional village business use is not allowed in sites developed as a group housing development.

h. Other requirements that may be imposed by the Board of Commissioners.

(7) Group development projects (more than one principal building per parcel when land is under single ownership) according to Section 22-31.

(8) Marinas, boat dockage, village marina store with fuel pumps, boat rentals for fishing excursions, and other non-motorized boat rentals provided the following minimum conditions are met:

a. Lot size shall be sufficient to meet requirements of the Dare County Health Department and to provide adequate siting for structures, parking, loading and maneuvering space as provided in Section 22-56.

b. Food and beverage services and/or a restaurant may be associated with a marina.

c. All boat rentals, except for fishing excursion rentals, shall be limited to non-motorized vessels and shall be limited to a total of 10 vessels offered for rent.

d. Fuel pumps shall not be located within 50 feet of a residential zoning district or residential use and that such fuel pumps shall be setback a minimum of 25 feet from all rights-of-way.

e. One 10' x 20' parking space shall be provided for each wet boat slip.

f. Outdoor lighting shall be complete cut-off design, low-profile, shielded and oriented in such a manner to minimize spill across property lines and prevent glare at any location on or off the property. A lighting plan shall be submitted as part of the site plan.

g. Other reasonable conditions as may imposed by the Board of Commissioners.

(9) Mobile home parks and travel trailer parks in accordance with the provisions of the Dare County Mobile Home Park Ordinance.

(10) Pet grooming provided the following minimum requirements are met:

a. Shall be owner and/or family occupied residential premises.

b. Day care only for grooming – hours of operation limited to 7:00 a.m. to 6:00 p.m.

c. No outdoor run facilities and no overnight guests (not a kennel).

d. Other reasonable conditions imposed by the Board of Commissioners.

(11) Public and private utilities shall provide a vegetative buffer at least 10 feet in height.

(12) Restaurants on individual parcels or as an accessory use and designed as part of a marina project provided the minimum following conditions are met:

a. Lot size shall be sufficient to meet requirements of the Dare County Health Department and to provide adequate siting for structures, parking, loading and maneuvering space as provided in Section 22-56. In addition, a fence or vegetative buffer shall be provided adjacent to residential use or residential zoning district.

b. The restaurant shall not feature drive-thru window service whereby patrons are served while seated in a motor vehicle or drive-up wait service whereby patrons are served while seated in a motor vehicle.

c. The restaurant shall include facilities for indoor and outdoor seating.

d. On-site parking shall be according to Section 22-56 – one 10' x 20' parking space for every 3 customer seats plus one 10' x 20' space for every 3 employees and loading space.

e. Outdoor lighting shall be complete cut-off design, low-profile, shielded and oriented in such a manner to minimize spill across property lines and prevent glare at any location on or off the property. A lighting plan shall be submitted as part of the site plan.

f. Other reasonable conditions as may imposed by the Board of Commissioners.

(13) Storage/warehousing and warehouse storage centers, including boat trailers and long-term storage containers and mobile storage, provided the following minimum conditions are met:

a. Site shall be buffered with wooden opaque fencing not to exceed 10 feet in height and also provide sound and site screening as visual and sound buffer to residential homes in and around area of warehouse storage site.

b. Outdoor lighting plan shall be submitted with a site plan.

- c. Hours of operation shall be included as part of CUP review.
- d. Other reasonable conditions as may be imposed by the Board of Commissioners.

(14) Village center complex: a mixed use development situated on single parcel of land under single ownership whereby an existing commercial building, or new structure, may be developed and limited to retail sales units on the lower level of the structure with residential units on upper level. Additional residential units may be situated on the site. The following minimum requirements shall be met:

- a. Village center complex site must contain a minimum of 3 acres.
- b. Approval of all supplementary local, state and federal permits. Site must be adequate for siting commercial structure, parking, loading and maneuvering space as required by Article VII. Two 10' x 20' parking spaces per residential use shall be provided. Overflow parking, if applicable, shall be directed to off peak use of commercial spaces.
- c. Site screening - a vegetative or fence buffer not to exceed 10 feet in height. A 10-foot wide setback shall be required where the site abuts a residential use or zone (not subject to 20-foot dimensional requirements in D.1 – Dimensional requirements).
- d. Food service shall be limited to packaged items, such as snacks, drinks and ice cream. Food service may be located outside the building on site as a refreshment pavilion to serve patrons in the village complex. Food service shall be exempt from parking as required for restaurants.

(15) Village general store with fuel pumps on individual parcels or as an accessory to marinas.

(16) Spoil sites for maintenance dredging.

(17) Workforce housing units - special use review if two or more WHU units subject to provisions of Section 22-58.7.

(18) Educational housing projects subject to the provisions of Section 22-58.8.

(19) Special use subdivisions subject to the provisions of Section 22-58.9.

(d) Dimensional requirements for residential uses:

(1) Minimum lot size:

a. Single-family lots with accessory dwelling units and accessory commercial structures used in association with a single-family use shall be of sufficient size to meet the requirements of the Dare County Environmental Health Department and to provide adequate setbacks for the single-family structure, accessory dwelling unit and all other accessory use structures.

Existing lots – All lots that were subdivided and recorded before March 24, 2006 shall meet the approval of the Dare County Environmental Health Department for well and on-site wastewater systems. The setbacks and lot coverage standards of Section 22-27.18 shall apply to lots recorded before March 24, 2006.

b. Newly platted lots - For those lots subdivided and recorded after March 24, 2006:

Single family lots:

15,000 square feet of soils not classified as coastal wetlands for lots connected to a central water supply.

20,000 square feet of soils not classified as coastal wetlands for lots connected to a private well.

c. Duplex lots if served by a private well regardless of wastewater disposal method: 20,000 square feet.

Duplex lots if served by central water regardless of wastewater disposal method: 15,000 square feet. (Amended 10-15-2018)

(2) Minimum lot width: 75 feet at building setback line.

(3) Minimum front yard: 25 feet.

(4) Minimum side yard: 10 feet; an additional 5-foot side setback for corner lots adjacent to a street. Lots less than 75 feet in width shall have an 8-foot setback and an additional 5-foot setback for corner lots adjacent to a street.

(5) Minimum rear yard: 20 feet maximum, or 20% of lot depth. Zero line setback for waterfront lots.

(6) Lot coverage: 30% as defined in Section 22-2. Lot coverage of 50% may be authorized for those sites with an accessory dwelling unit and/or a traditional village business.

(7) Building height: 40 feet measured from 8 feet NAVD 1988 to the highest elevation of any feature of the structure or portion of the roof measured from the approximate center of the structure. For those properties where the natural grade exceeds 8 feet NAVD, building height shall be measured from the highest adjacent grade to the proposed structural footprint. Natural grade for calculation of the 40 feet building limit is defined as (1) natural ground elevation before any land disturbing activities; (2) unnatural ground elevation created by the placement of fill on a site before March 24, 2006; or (3) the re-grading of natural topographic conditions in preparation of construction activities. Overall height shall be measured from the approximate center of the structure to the highest elevation of the structure. Chimneys, lightning rods, weather vanes, wind gauges, and other similar roof appurtenances shall not be considered the highest portion of the roof. The pitch of the principal roof shall be no less than 4/12. Principal roof is defined as the largest section of the roof on the structure.

(e) Dimensional requirements for individual commercial use on separate lot or parcel that is not in conjunction with principal residential use:

(1) Minimum lot size: Commercial lots need to be of sufficient size to meet the requirements of the Dare County Environmental Health Department and to provide adequate siting for structures, parking, loading and maneuvering space according to Section 22-56. Also, a visual buffer of vegetation or fencing and a 20-foot wide setback is required when an individual commercial use abuts a residential use or residential zone. All outdoor lighting shall be low profile, shielded with glare directed on site and away from all adjoining properties and streets.

(2) Minimum front yard: 15 feet.

(3) Minimum side yard: 10 feet; an additional 5-foot side setback for corner lots adjacent to a street. Lots less than 75 feet in width shall have an 8-foot setback and an additional 5-foot setback for corner lots adjacent to a street.

(4) Minimum rear yard: 20 feet maximum, or 20% of lot depth for interior lots. Zero line setback for waterfront lots.

(5) Lot coverage: 60% as defined in Section 22-2.

(6) Building height: 40 feet measured from 8 feet NAVD 1988 to the highest elevation of any feature of the structure or portion of the roof measured from the approximate center of the structure. For those properties where the natural grade exceeds 8 feet NAVD, building height shall be measured from the highest adjacent grade to the proposed structural footprint. Natural grade for calculation of the 40 feet building limit is defined as (1) natural ground elevation before any land disturbing activities; (2) unnatural ground elevation created by the placement of fill on a site before March 24, 2006; or (3)

the re-grading of natural topographic conditions in preparation of construction activities. Overall height shall be measured from the approximate center of the structure to the highest elevation of the structure. Chimneys, lightning rods, weather vanes, wind gauges, and other similar roof appurtenances shall not be considered the highest portion of the roof. The pitch of the principal roof shall be no less than 4/12. Principal roof is defined as the largest section of the roof on the structure.

(7) Maximum commercial building size: 10,000 square feet excluding decks, porches, and other non-heated space. Hotels, motels, churches, fire stations, public buildings and schools are excluded from this building size limitation.

(f) **Non-conforming uses and non-conforming structures:** The standards of Section 22-27.19 shall apply to this district.

(g) **Performance standards and other information:** The standards of Section 22-27.20 shall apply to this district.

(h) **The sections contained in Articles I, Article III, Article VII, Article VIII, and Article IX of the Dare County Zoning Ordinance shall apply to this district.** (Adopted by the DCBC on March 24, 2006; amended 2-20-2017)

(Am. Ord. passed 9-16-2019; Am. Ord. passed 6-21-2021)



STATEMENT OF CONSISTENCY AND REASONABLENESS

On August 5, 2024 the Dare County Board of Commissioners considered a zoning text amendment submitted by Ricky Scarborough Jr. that would amend Section 22-27.14 MC-2 zoning district of the Dare County Code of Ordinances. This amendment to the MC-2 seeks to allow for Boat Building Facilities under the Special Uses of the district to have an increased building height limit of 52 measured from 8 feet NAVD 1988.

The Dare County Planning Board reviewed the proposed amendment on July 2, 2024 and voted to recommend favorable action on the amendment.

Section 22-86 of the Dare County Zoning Ordinance required the Board of Commissioner to approve a statement of consistency and reasonableness for any proposed zoning amendment.

The 2022 Dare County Land Use Plan is the comprehensive plan for Unincorporated Dare County adopted by the Dare County Board of Commissioners on January 2, 2024.

A review of the Dare County Land Use Plan found the following policies to be applicable to the zoning text amendment.

Land Use Compatibility Management Topic

Policy LUC #1

Dare County recognizes the importance of our coastal village heritage and will continue to foster this heritage through the use of appropriate land use policies, regulatory guidelines, and other County ordinances.

Policy LUC #13

The siting of industrial development should be evaluated relative to its impacts on environmentally sensitive natural areas and compatibility with existing patterns of development. Boat building, commercial fishing and construction are recognized as traditional industries and employment sectors in Dare County that are consistent with our coastal heritage.

Based upon a review of the policies, the Dare County Board of Commissioners finds the proposed amendments to Section 22-27.14 MC-2 to be consistent with the 2002 Dare County Land Use Plan.

Based upon a review of these policies, the Dare County Board of Commissioners and the Dare County Planning Board finds the zoning text amendments to be consistent with the 2022 Dare County Land Use Plan since the amendment will allow for the growth and expansion of the boat

building industry, one of Dare County's traditional industries, which has helped keep our coastal village heritage and helped to sustain our local economy.

The Planning Board and Board of Commissioners further acknowledges that MC-2 zoning district was established to protect the existing varying marine-oriented uses that require a waterfront location while promoting marine-oriented uses and other commercial businesses that do not require a waterfront location, but are related to, or serve a marine interest. The district is designed to promote constructive improvements to existing businesses, orderly growth and future development that is sensitive to any environmental conditions and limitations characterizing much of the lands within the district situated along the north and south boundaries of Harbor Road extending to the entrance of the Wanchese Industrial Park. Furthermore, the district provides space for diverse types of marine commercial activities and land uses that provide services and goods to people and industry while strengthening the economic base of Dare County.

The Dare County Board of Commissioners hereby adopts the text amendments to Section 22-27.14 MC-2 zoning district as recommended by the Dare County Planning Board.

MANAGEMENT TOPIC #2 – LAND USE COMPATIBILITY

CAMA Goal: Ensure that development and use of resources or preservation of land balances protection of natural resources and fragile areas with economic development, avoids risks to public health, safety, and welfare.

CAMA Planning Objectives: The Plan shall include policies that characterize future land use development patterns and establish mitigation criteria and concepts to minimize conflicts.

Dare County Land Use Compatibility Objectives

1. Use the existing patterns of village communities to guide the location of new development and redevelopment in a manner that relates to the vast amounts of publicly owned lands and historical landmarks.
2. Address the housing needs of our permanent residents, our visitors, and our seasonal workforce with a mix of residential structures. Residential development is the preferred pattern of development used to support the varied needs of both permanent and seasonal populations.
3. Cultivate the influence of our coastal village heritage on the architecture, manner of structures, and scale of development for both residential and nonresidential structures.
4. Recognize the varying and sometimes competing needs of our year-round residents and our seasonal visitors when evaluating land use policies and decisions on the development of the remaining privately-owned lands of unincorporated Dare County.
5. Encourage commercial development that is village-oriented to serve the needs of our neighborhoods and not intended to serve as regional attractions. Locally owned businesses and historical marine-related industries should be encouraged and maintained.

Coastal Heritage and Overall Development Practices

The preservation of the historical character of the unincorporated villages of Dare County is identified in the vision statement of the 2022 Land Use Plan. This goal is the cornerstone for many of the policies and implementation strategies found in the Land Use Compatibility management topic. This historical character is often referred to as “coastal village atmosphere”. While this term may be difficult to describe, it embodies a certain style of architectural influences from Dare County’s maritime and fishing heritage and an eclectic mix of land uses interspersed in a village setting. This coastal village atmosphere is important to our residents and is what makes Dare County a top tourist destination. The architecture reflects the need to mitigate the impacts of our coastal environment. Elevated structures and storm shutters were used decades ago to address flooding and high winds long before modern day building codes mandated such features. Our maritime and fishing history is evident also in the villages of unincorporated Dare County.

Another influence is the large number of locally owned businesses in unincorporated Dare County instead of corporate and franchise-owned businesses. The continued success of our locally owned businesses adds to our unique character and appeal to visitors and residents. Due to the isolated nature of our island geography, the development in our villages does not follow traditional land use patterns with separation of uses. However, this is not viewed as a disadvantage but embraced as part of our distinctive nature. The incompatibility of adjoining land uses found in unincorporated Dare County is regarded with some level of tolerance because of the uneven distribution of public-private land ownership, the historical patterns of development in proximity to the publicly owned lands, and the separation of land masses by water bodies.

[LUC Policy 1](#)

Dare County recognizes the importance of our coastal village heritage and will continue to foster this heritage through the use of appropriate land use policies, regulatory guidelines, and other County ordinances.

[LUC Policy 2](#)

Public sector and private sector development activities should acknowledge Dare County's coastal heritage by incorporating features reflective of this heritage in building designs, architectural features, and other site improvements.

[LUC Policy 3](#)

The limited amount of privately-owned lands in Dare County results in a mutual relationship between the unincorporated villages and the Dare County municipalities to address the residential, commercial and institutional needs of Dare County as a whole. Development in the municipalities supplements the consumer, service and institutional needs of the residents of unincorporated Dare County. When practicable, Dare County will coordinate infrastructure needs and construction with the municipalities.

[LUC Policy 4](#)

Dare County will continue to work with federal, state and non-profit agencies with land ownership or regulatory interests in Dare County to ensure the traditional uses and practices of our coastal villages are incorporated into the management plans and regulatory programs instituted by these agencies.

[Implementation Strategies for LUC Policies 1-4:](#)

1. Evaluate zoning amendments (both map and text amendments) in terms of how the proposal may impact on our historic coastal villages. Items for consideration should include compatibility of the proposal with existing land uses, the scope of the proposal, and the manner in which the proposal will be accomplished. *Priority: medium*
2. Monitor, and when appropriate, participate in the development of federal and state regulatory programs that may impact the historic use of land in Dare County, the historic

industries of the Outer Banks and the historic way of life of Dare County residents.

Priority: on-going

3. Consider commercial building design guidelines that incentivize private sector development to incorporate coastal village architectural styles into their building design, signage and other site improvements versus the use of franchise or corporate building designs.

Priority: medium

4. Continue to work with municipalities to address mutual service needs with cooperative construction of infrastructure. *Priority medium*
5. Develop a handbook of coastal village architectural styles. *Priority: medium*

LUC Policy #5

All development and redevelopment shall be constructed to mitigate the coastal hazards associated with Dare County's island topography through application of the NC Building Code, NC Division of Coastal Management regulations, and the Dare County Flood Damage Prevention Ordinance. Travel trailers, campers, boats, or other units designed for recreational purposes are not appropriate for use as permanent, year-round housing.

Implementation Strategy for LUC Policy 5:

1. Enforce applicable federal, state, and local regulations to mitigate wind and flood risks for new construction and redevelopment activities. *Priority: on-going*

Residential Development

Residential development is the preferred pattern of development in unincorporated Dare County. This preference dates back to the first land use plan for Dare County developed in the 1980s. The 2022 update continues this preference but has modified the policies on residential development to reflect the need for increased opportunities for year-round housing. Amendments to the Dare County Zoning Ordinance were adopted by the Board of Commissioners in 2018 and 2019 to encourage alternative housing options, such as accessory dwelling units and duplex structures. These amendments are first steps in addressing the long-term issue of housing and it is anticipated that other zoning amendments may be identified over the next couple of years as Dare County tries to address this issue. The decrease of minimum lot sizes to accommodate year-round housing was an issue discussed by the Planning Board. Potential amendments to minimum lot sizes were identified as acceptable if the scale of neighborhoods was not negatively impacted. Keeping the size and scale of residential development consistent with existing patterns of residential development was identified as a goal of the 2022 LUP. It was noted during these discussions that decreasing the minimum lot size because of the availability of central wastewater was not favored. The use of recreational vehicles, travel trailers, and other similar units as permanent dwellings is unacceptable due to concerns about their survivability in flooding and wind events. Recreational vehicles are not constructed to North Carolina State building codes and are not intended for permanent dwellings.

LUC Policy 11

Impacts on the local workforce should be considered by private sector developers when large-scale commercial developments are proposed for unincorporated Dare County.

Transportation for workers and the provision of employee housing are two issues that should be discussed with developers during review of such projects by Dare County.

Re-development

As the available vacant land in unincorporated Dare County is developed, redevelopment of existing developed properties with newer structures will become more prevalent. One issue that affects redevelopment tremendously is the federal floodplain rules. Redevelopment of existing structures must be evaluated relative to their elevation and the current applicable federal flood rules. Remodeling or additions to older structures that may not be elevated to the appropriate base flood can trigger substantial improvement thresholds if costs exceed 50% of the value of the structure. If the 50% threshold is exceeded, then structures must be elevated for compliance with flood regulations. Many older homes built before Dare County participated in the National Flood Insurance Program are faced with this substantial improvement challenge. Property owners may choose not to complete desired remodeling or additions in order to avoid having to elevate their home or business, which is a costly activity. The 50% flood threshold (substantial damage standard) also impacts older structures that may be damaged by storm tides or flooding. When repairs to flooded structures are made, often the structure is mandated to be elevated to the regulatory flood level because of the repair costs. Many of the older homes in Dare County have been elevated after flooding because of a substantial damage declaration for flood damages has been issued by Dare County. The elevation of the structure mitigates future flood losses but also adds to the longevity of the structure once it is elevated.

Many homes built in the late 1970s or early 1980s that are used as vacation rentals do not feature amenities, such as swimming pools, as found at the newer vacation homes. In recent years, some of these older homes have been demolished and replaced with newer structures. This trend will likely continue. A secondary impact of this type of redevelopment is the scale of the new home is often incompatible with the adjoining properties.

LUC Policy 12

Redevelopment of older structures shall be accomplished in a manner that is compatible with current NC building codes, federal flood insurance regulations and Dare County zoning regulations.

Industrial Development

Dare County does not have any traditional “smokestack” or manufacturing industries similar to those found in other parts of North Carolina or the United States. Manufacturing is limited to boat building, which is a traditional industry in Dare County due to our proximity to the water

and our maritime history. Boat building facilities are typically located near water for access purposes and are considered a functionally dependent use under federal flood rules exempting them from elevation of their warehouse/boat building areas. Other industries in Dare County are real estate, construction and commercial fishing. Many commercial fishing operations also have a need to be located near the water for purposes of unloading catch and docking. Other non-traditional and non-maritime industries should be located in areas with similar land uses and their development should occur in an environmentally sensitive manner. There are some industrially zoned areas on the various zoning maps for Dare County, the main area being the Wanchese Marine Industrial Park in Wanchese and another area around the Dare County Airport on the north end of Roanoke Island.

Commercial fishing and boat building are consistent with our coastal heritage. Opportunities to increase educational and research facilities at the UNC Coastal Studies Institute are supported.



Example of small commercial fishing vessel

[LUC Policy 13](#)

The siting of industrial development should be evaluated relative to its impacts on environmentally sensitive natural areas and compatibility with existing patterns of development. Boat building, commercial fishing and construction are recognized as traditional industries and employment sectors in Dare County that are consistent with our coastal heritage.

Implementation Strategy for LUC Policy 13:

1. Rely on the standards of the Dare County Zoning Ordinance for the siting and development of industrial development of both maritime-related uses and non-maritime related uses.

Priority: on-going

LUC Policy 14

Diversification of Dare County's economy to include compatible industries, such as medical support services and educational and research facilities, are encouraged. These types of facilities provide employment opportunities and quality of life support for our residents without detriment to our natural resources.

Manmade Hazard Areas

Manmade hazards in Dare County include the Dare County Regional Airport on Roanoke Island; the two airstrips located on federal land, the First Flight airstrip in Kill Devil Hills and Billy Mitchell Airstrip in Frisco; and the US Navy and Air Force bombing ranges on the Dare County Mainland. The departing and landing at the regional airport and the airstrips is a hazard and the military activities on the bombing range are hazards for the adjacent and surrounding properties. Buffer zones adjacent to these types of manmade hazards are the typical response. The bombing range is located on acres of federal land with no residential or commercial structures adjacent to the bombing range. This provides protection from the activities occurring at the range. In the past several years, there have been a couple of small airplane crashes on Roanoke Island where planes have crashed in residential areas during takeoff or landing at the Dare County Airport. The Dare County Airport Authority has purchased several properties near the runways in an effort to create buffer zones. There are also airport zoning regulations for the Dare County Regional Airport that are reviewed when properties near the airport are proposed for development. These regulations establish building height limits relative to the runways. Similar overlay zones have been discussed for Billy Mitchell Airstrip and First Flight Airstrip but nothing has been adopted to date.

LUC Policy 15

Due to potential land use conflicts and hazardous conditions associated with airports and landing strips, development of properties adjacent to such uses should be done in awareness of these potential conflicts and conditions. Private sector development proposals on lands adjacent to airports and landing strips should be evaluated based on their impacts on existing flight patterns and runway zones. Proposals to expand existing services or infrastructure improvements at the Dare County Regional Airport or other airport facilities in Dare County shall be reviewed on a case-by-case basis. Support or opposition may be offered depending on the terms of the proposal, its potential impacts on the community, and its potential economic and transportation benefits.



Presentation of the Certificate of Achievement for Excellence in Financial Reporting

Description

The Dare County Finance Department has been awarded the prestigious Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association for the department's comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2023. In 1945, the Government Finance Officers Association established the annual Certificate of Achievement for Excellence in Financial Reporting Program to encourage local governments to take complex financial information and produce a CAFR that provides citizens with a document that is both accessible and easy for everyone to understand, even those who are unfamiliar with finance. This year marks the 33rd consecutive year that Dare County has received the prestigious Certificate of Achievement for Excellence in Financial Reporting—earning recognition every year since David Clawson began serving as the county's finance director.

Board Action Requested

Chairman Woodard will make the presentation to Finance Director David Clawson and Assistant Finance Director Sally DeFosse

Item Presenter

Chairman Robert Woodard, Sr.



Dare County Special Olympics

Description

The Dare County Special Olympics will showcase their State Summer Games athletes, along with their awards, and honor all of the coaches involved.

Board Action Requested

None

Item Presenter

Sandy Pace, Virginia Tillett Community Center Manager



Blue Zones Ignite Outer Banks Presentation

Description

Outer Banks Health and Dare County Department of Health & Human Services have joined forces with Blue Zones, the global leader in longevity research and community well-being transformation, to launch Blue Zones Ignite™ Outer Banks. Sheila and Amy will provide an overview of this exciting initiative in Dare County.

Board Action Requested

Informative Presentation

Item Presenter

Sheila Davies, Director of Health and Human Services



BLUE ZONES
IGNITE



Outer Banks
Health



BLUE ZONES IGNITE **OUTER BANKS**

Blue Zones

- The Longest-Lived People in the World
 - Okinawa, Japan
 - Sardinia, Italy
 - Loma Linda, California
 - Ikari, Greece
 - Nicoya, Costa Rica
- www.bluezones.com
- Netflix: Live to 100: Secrets of the Blue Zones documentary series



Story and Science

- Stamatis Moratis
- Identical Twin Research



Blue Zones Power 9

- Lifestyle Commonalities Shared Amongst All Blue Zones



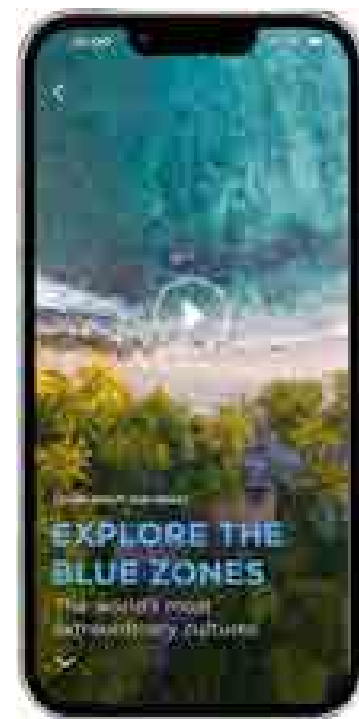
Blue Zones Certification

- Making the Healthy Choice the Easy Choice
 - 3-5 year process
 - Phase 1: Community Assessment
- Blue Zones Keynote Event
 - Tuesday, September 10
 - 4 p.m. – 6:30 p.m.
 - Jennette's Pier, Nags Head
- www.bluezones.com/ignite-obx/



Blue Zones Challenge App

- An easy-to-use and science-backed app that will guide you to change your diet, increase your activity, update your living spaces, and build your social life.



Questions?





Update - Senior Tar Heel Legislature

Description

Kaye White, the Dare County Delegate to the North Carolina Senior Tar Heel Legislature, will provide an annual report to the Board. She will be accompanied by Alternate Delegate, Sue Kelly.

Board Action Requested

None - Informational Presentation

Item Presenter

Kaye White, Dare County Delegate
Sue Kelly, Alternate Delegate



Trillium Health Resources - Annual Report

Description

Trillium Health Resources is a LME/MCO (Local Management Entity/Managed Care Organization) and a leading specialty care manager for individuals with serious substance use, mental illness and intellectual and developmental disabilities in eastern North Carolina.

A report will be given to the Board of Commissioners on the updated services that Trillium Health Resources provides to the people of Dare County.

Board Action Requested

None - Informational Presentation

Item Presenter

Dave Peterson, Trillium Health Resources, North Central Regional Director

Transforming Lives,
Building Community Well-Being



Trillium
HEALTH RESOURCES

Trillium Health Resources Annual Report Dare County

Dave Peterson, MA
Regional Vice President



Trillium Update:



- ▲ In FY 22-23 Served 43,571 unique individuals with severe behavioral needs
 - 32,929 For Mental Health
 - 12,526 For Substance Abuse
 - 7,456 For Intellectual Developmental Disability
- ▲ Total spent of services: \$653,498,469

Medicaid Transformation Changes



- ▲ Original date to go live with Tailored Plan was July 1, 2022
 - Delayed over the past 2 years
- ▲ NC General Assembly took steps to help ensure Tailored Plans can go live and be successful.
 - Changed number of Tailored Plans from 6 to 4 or 5 (there were 6 LME/MCOs)
 - Increased Minimum Population to 1.5 Million
 - Gave Secretary of Health and Humans Services Authority to make changes to LME/MCO structure to ensure Tailored Plans Go Live
 - Go Live Date July 1

Consolidation



- ▲ 11/01/23: NC DHHS Secretarial Directive issued
- ▲ 11/17/23: Consolidation Plans due to NC DHHS
- ▲ 12/15/23: Consolidation Agreement approved by Trillium & Eastpointe
- ▲ 12/18/23: Consolidation Agreement approved by NC DHHS Secretary Kinsley
- ▲ 01/01/24 Consolidation Effective Date for operations
- ▲ 02/01/24 Consolidation Effective Date for Members & Providers



Five Regions



- ▲ 46 Counties
- ▲ Total Population 3.1 million
 - 51,000 Tailored Plan Members
 - 163,000 Medicaid Direct Members
 - 287,000 Uninsured Members

Five Regions



Tailored Plan



- ▲ For Members who have severe behavioral health, Substance Use Disorder, and I/DD Population
- ▲ Will be Managing Whole Person Care
 - Behavioral Health Services
 - Physical Health Care
 - Pharmacy Benefits
- ▲ Most Individual's, even those with mild to moderate behavioral health needs are now managed under Standard Plans and have been since July 2021
 - Amerihealth Caritas NC Inc.
 - Blue Cross Blue Shield of NC
 - UnitedHealthcare of NC Inc.
 - WellCare of NC Inc.
 - Carolina Complete Health- covers regions 3, 4 and 5

Changes in Care Management

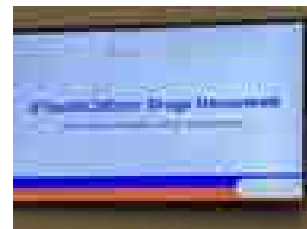


- ▲ Expanded Provider Based Tailored Care Management
- ▲ Plan Based Tailored Care Management since soft launch
- ▲ Developed new specialized teams:
 - T Star: Trillium Support Transition and Re-Entry
 - Rapid Access Care Coordination
 - DSS Foster Care Management
- ▲ Focus on Whole Person Care
- ▲ Population Health

Project Updates



- ▲ Substance Abuse Prevention in Schools
- ▲ Naloxone Kits
- ▲ Summits
- ▲ Value Based Purchasing
- ▲ Re-Entry Simulations
- ▲ Family Solutions
- ▲ One Community



Upcoming Projects



- ▲ CHES Health
- ▲ Back@Home North Carolina
- ▲ Oxford Houses

Consumers served in Dare County



Total Consumers served - 711

- ▲ Mental Health - 469
- ▲ Substance Use - 222
- ▲ I/DD - 121

Total is unduplicated, since a single individual may receive services in more than one category



George Hyde - Nuisance Ordinance Violation

Description

The County Attorney will present the file and seek authorization from the Board of Commissioners to file the nuisance case against George Hyde (Parcel #027955000) in the North Carolina Court System.

Board Action Requested

Authorize the County Attorney to proceed with legal action.

Item Presenter

Robert Outten, County Manager/Attorney



County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5000

July 18, 2024

George Hyde
1726 Stuarts Draft, VA 24477
Stuarts Draft, VA 24477

Dear Mr. Hyde:

The time frame for resolving the nuisance conditions on your property have expired. Our records indicate that you were notified in writing on May 20, 2024 that your property in Manns Harbor was in violation of the Dare County Nuisance Ordinance, and you were given 30 days to voluntarily abate the nuisance conditions. A site visit was conducted on June 19, 2024 and Dare Planning determined that no action had been taken to resolve the nuisance conditions. A nuisance determination letter dated June 19, 2024 was mailed to you, giving you 10 more days to abate the nuisance conditions or to request a public hearing in front of the Board of Commissioners. Our records indicate that you received the letter on a June 26, 2024 and failed to take action on abating the nuisance conditions or requesting a hearing. A site visit on July 16, 2024 found that the conditions on the property were still in violation of the Nuisance Ordinance.

This item has been forwarded to the Dare County Attorney to start the legal process against your property. The Dare County Attorney will be presenting this file to the Dare County Board of Commissioners on August 5, 2024 to receive their approval to file the nuisance case in the North Carolina Court System.

Sincerely,

Noah H Gillam
Planning Director

Cc: Robert Outten, County Manager/Attorney







Linwood Bowser - Nuisance Ordinance Violation

Description

The County Attorney will present the file and seek authorization from the Board of Commissioners to file the nuisance case against Linwood Bowser (Parcel #025504000) in the North Carolina Court System.

Board Action Requested

Authorize the County Attorney to proceed with legal action.

Item Presenter

Robert Outten, County Manager/Attorney



County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 252.475.5000

July 19, 2024

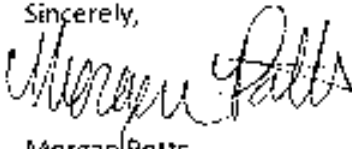
Alverta Mae Gray Estate
c/o Linwood Bowser
1354 Barnside Road
Manteo, NC 27954

Dear Mr. Bowser:

The time frame for resolving the nuisance conditions on your property have expired. Our records indicate that you were notified in writing on May 30, 2024 that your property at 105 N. California Lane, in Manteo, was in violation of the Dare County Nuisance Ordinance, and you were given 30 days to voluntarily abate the nuisance conditions. A site visit was conducted on July 2, 2024 and Dare Planning determined that no action had been taken to resolve the nuisance conditions. A nuisance determination letter dated July 2, 2024 was mailed to you, giving you 10 more days to abate the nuisance conditions or to request a public hearing in front of the Board of Commissioners. Our records indicate that you received the first letter on a June 3, 2024, and the second letter was attempted to be delivered, however, after notice was left, it was not picked up at the Manteo Post Office. To date, you have failed to take action on abating the nuisance conditions or requesting a hearing. A site visit on July 12, 2024 found that the conditions on the property were still in violation of the Nuisance Ordinance.

This item has been forwarded to the Dare County Attorney to start the legal process against your property. The Dare County Attorney will be presenting this file to the Dare County Board of Commissioners on August 5, 2024 to receive their approval to file the nuisance case in the North Carolina Court System.

Sincerely,



Morgan Potts
Planner

Cc: Robert Outten, County Manager/Attorney

STATUS REPORT-Public Nuisance
Alverta Mae Gray Estate c/o Linwood Bowser

Owner of Record: Alverta Mae Gray Estate
c/o Linwood Bowser
1354 Burnside Rd.
Manteo, NC 27954

Parcel Description: Parcel 025504000

Update on Site: On **July 25, 2024**, Mr. Linwood Bowser arrived at the Planning Department in response to the letter he received from County staff, sent on **July 19, 2024**, alerting him that the County will begin legal proceedings to remedy the public nuisance, as a result of inaction and/or no communication. Mr. Bowser informed staff that his tenant is currently incarcerated, and he has evicted the tenant from the property. He stated that he intends to clean up the property, however he was unable to provide staff a definitive time frame.

History of Site: On **May 30, 2024**, staff received a complaint from a citizen alleging public nuisance conditions at 106 N. California Lane, which prompted a site visit. County Staff observed several conditions at the property which constitute a public nuisance, according to Section 98.03 of the Dare County Code of Ordinances, including:

“(B) The presence or accumulations of rubbish, junk, waste materials, trash, garbage, refuse, fuel, hazardous materials or combustible materials in a manner that represents a fire hazard or possible inhabitation therein of rats, snakes, mice or other vermin;

(D) Open storage of abandoned, inoperable or discarded household items including, but not limited to, refrigerators, stoves and other appliances; household fixtures or furniture, machinery, or equipment, automobile parts and tires. Any accumulation of discarded or used medical supplies in open places or confined spaces;

On **May 30, 2024**, a courtesy letter was mailed Certified and First Class via USPS to the property owner, “Alverta Mae Gray Estate, C/O Linwood Bowser, 1354 Burnside Road, Manteo, NC 27954”. According to USPS Tracking, the letter was delivered and left with an individual on June 3, 2024. The courtesy letter allowed Mr. Bowser a courtesy 30-day grace period to address the noted concerns. Staff received no correspondence from the property owner during the 30-day grace period.

County staff visited the property on **July 2, 2024** to determine if progress to abate the nuisance had been achieved, and none had been made on the property; furthermore, it appeared that more items were added to the property, including a junk vehicle, junk auto parts, and various vessels containing standing water. This was noted in the second letter, a “*Nuisance Determination*”, which was mailed on **July 2, 2024** to Mr. Bowser’s

address, both Certified and First Class via USPS. According to USPS Tracking, a Delivery Attempt was made on July 8, 2024, and notice left. Mr. Bowser was allotted 10 days from the date of the letter to address the matter without fines. On **July 12, 2024**, the final grace period to abate the nuisance concluded.

It should be noted that the property was recently rented by an unknown tenant, and the Planning Department has received two complaints that the occupant relied upon generator power as his sole electrical source. Not only does the noise from the generator constitute a “Noise Disturbance”, per Section 97.02 of the Dare County Code, it is also a hazard to the health, safety and general welfare of the occupant and the general public. The Dare County “Noise Control” Ordinance is enforceable by the Dare County Sheriff’s Department.

General Site Conditions: Dilapidated vehicles and motorcycles are being stored on site. Debris and other collections of trash stored/piled in the yard, including household rubbish, trash, and other discarded items. Conditions have not improved since initial contact. A complete assessment of conditions is impaired by a tall fence surrounding the property, blocking a full view by staff.

Dare County Public Nuisance Ordinance – defines nuisance as “everything that is dangerous or prejudicial to the public health”. Nuisance conditions cited as set forth in Chapter 98 of the Dare County Code of Ordinances are—

(B) The presence or accumulations of rubbish, junk, waste materials, trash, garbage, refuse, fuel, hazardous materials or combustible materials in a manner that represents a fire hazard or possible inhabitation therein of rats, snakes, mice or other vermin;

(C) The presence or accumulation of stagnant water or other conditions that may serve as breeding areas for mosquitoes and other disease-carrying insects or other insect infestations not to include manmade ponds, ditches or storm water retention basins;

(D) Open storage of abandoned, inoperable or discarded household items including, but not limited to, refrigerators, stoves and other appliances; household fixtures or furniture, machinery, or equipment, automobile parts and tires. Any accumulation of discarded or used medical supplies in open places or confined spaces;

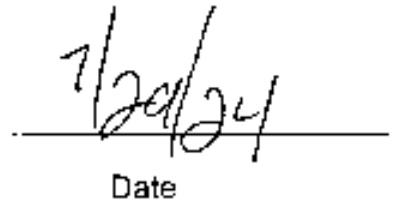
(G) Any unusable exposed motor vehicle or parts thereof, derelict or dilapidated boats or parts thereof, camper trailers, mobile homes or construction trailers in a junked or dilapidated condition that represents a safety or health hazard due to the possible accumulation of rubbish, underbrush or weeds around the vehicle, the presence of snakes, rats or other vermin, or represents a potential entrapment threat or injury to persons coming in contact therewith;

Dare County Noise Control –Violations of the Noise Control Ordinance, Chapter 97 of the Dare County Code of Ordinances are—

(A) Noise disturbances prohibited. No person shall make, continue or cause to be made or continued, any noise disturbance.

(12) *Domestic power tools.* Operating or permitting the operation of any mechanically powered saw, sander, drill, grinder, lawn or garden tools or similar device used outdoors, in residential areas between the hours of 10:00 p.m. and 7:00 a.m. the following day so as to cause a noise disturbance across a residential real property boundary.


Prepared by Margaret J. Patten, County Planner


Date







Maintenance Funding Source

Description

The County Manager will request funding from the Board to address the results from the Facility Maintenance Assessment.

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Parks and Recreation Needs Assessment RFQ Recommendation

Description

Dare County received a total of five responses to the Parks and Recreations Needs Assessment RFQ that was advertised in July. The companies that submitted proposals were Withers Ravenel, Design Workshop, McGill Associates, Matrix Consulting Group, and Y2 Analytics. Attached, you will find an executive summary of each firm.

Board Action Requested

Approve firm recommendation or schedule future interviews.

Item Presenter

Dustin Peele, Projects Manager



STATEMENT OF QUALIFICATIONS

Dare County

Parks & Recreation Needs Assessment

July 26, 2024

Dustin Peele, Special Projects and Procurement Manager
Dare County
954 Marshall C. Collins Drive
Manteo, NC 27954



Transmittal Letter

SUBJECT: REQUEST FOR QUALIFICATIONS PARKS AND RECREATION NEEDS ASSESSMENT

Dear Mr. Peele and Members of the Selection Committee:

WithersRavenel is passionate about parks and recreation, and we would be honored to partner with the County to conduct an assessment of the County's recreational needs and facilities by conducting a community-based planning process. **Our approach features a thorough inventory and comparative analysis, a holistic needs assessment, inclusive community and stakeholder engagement, and consideration of creative and sustainable solutions.** This approach will result in an aspirational, yet achievable vision of Dare County's future parks network. We will establish a communication system that keeps all parties engaged and adheres to a defined process and schedule.

WithersRavenel has assembled an exemplary multidisciplinary team for this project that is available to begin upon notice to proceed. I will oversee the project as the Project Manager; Brian Starkey, Director of Parks & Recreation, will provide project oversight; and Adam Caldwell, Client Officer, will ensure your needs are being met and will serve as a liaison between this project and the other projects we're completing with the County. Our team is rounded out by WithersRavenel professionals including Landscape Architects, Designers, GIS Professionals, and Funding Specialists.

The Best Tools for Your Project



Public Engagement

Our project team will conduct neighborhood-level engagement across multiple methods of listening, input gathering, and conversations to understand community needs and aspirations. We recognize that recreation needs may differ between the department's divisions, and that a strong recreation network provides a variety of opportunities across its geography to meet community desires.



Innovation

The WithersRavenel Innovation Team has developed a GIS-based, digital app called "Parks Collector," which will be deployed during the inventory stage of this project to evaluate existing parks and recreation facilities. This information seamlessly feeds into the analysis of long-term capital improvement planning, in addition to being used for existing condition assessments and for facilities planning.

We look forward to the opportunity to collaborate with the town and community and prepare an assessment document that provides a foundation for implementing future recreation projects. Please do not hesitate to contact us if you have any further questions or require additional information.

Sincerely,
WITHERSRAVENEL, INC.

A handwritten signature in black ink that reads "Daniel Rauh".

Daniel Rauh, AICP
919-238-0416
drauh@withersravenel.com

CLIENT OFFICER

Adam Caldwell
910-604-1036
acaldwell@withersravenel.com



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Firm Overview



OUR PEOPLE. YOUR PARKS SUCCESS.

WithersRavenel, headquartered in Cary, is an Employee Stock Ownership Plan (ESOP) company. Our more than 445 employee-owners excel at providing consulting services for our clients. Founded in October 1983 as Withers & Ravenel, Inc., WithersRavenel is equipped with more than 40 years of serving an array of clients and projects through innovative and cost-effective engineering solutions across North Carolina.

PARKS & RECREATION PLANNERS

As a multidisciplinary planning and design firm, we will provide Dare County comprehensive services and expertise with effective communication, time efficiencies, and cost-effectiveness. **For this project, our team consists of Landscape Architects, Designers, Planners, Community Engagement Experts, and Funding Specialists.**

SUBCONSULTANT: BALLARD* KING

Established in 1992, **Ballard*King** is a recreation program, planning, and operations consulting firm that provides services and expertise to the recreation and leisure industry. Through their commitment and collaboration with community leaders, staff, stakeholders, elected officials, and corporate partners, the firm has developed loyal and long-term relationships with a variety of both public sector and private agencies to inspire and engage their constituents.



Their vast practical experience in the recreation industry helps clients navigate the challenges of developing master plans and opening, operating, and programming parks and recreation facilities. From pinpointing specifics to broad visions, Ballard*King provides meaningful analysis, thoughtful consideration, expertise, and services to ensure long-term sustainability and success of your project.

This project will be performed primarily from our Raleigh office.

In addition to our Cary headquarters, WithersRavenel maintains eight branch locations across North Carolina.

OUR SPECIALIZED SERVICES AND EXPERTISE

Parks, Recreation & Greenways

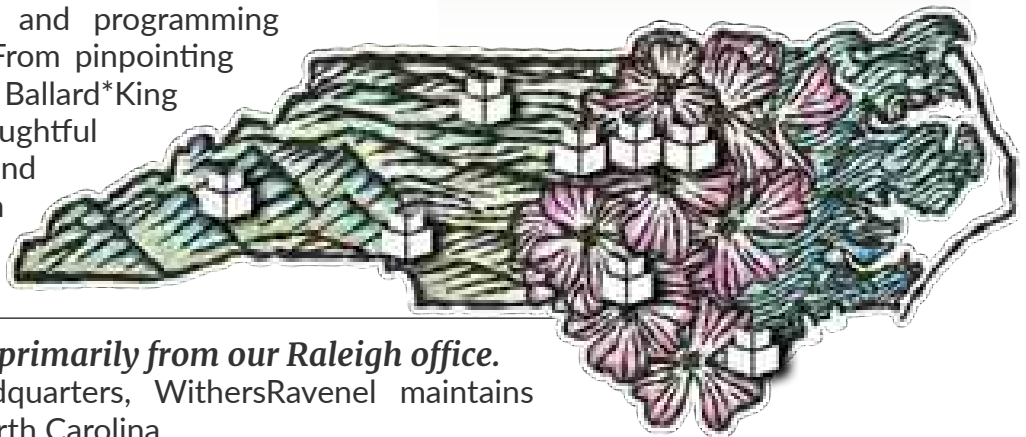
- » Playgrounds
- » System Plans
- » Park Design
- » Athletic Facilities
- » Greenways & Trails

Landscape Architecture

- » Urban Planning & Design
- » Streetscape Designs & Master Plans
- » Site Planning & Design
- » Institutional, Residential, Multifamily, Mixed-Use

Community Planning

- » Comprehensive Land Use Plans
- » Development Ordinances
- » Municipal On-Calls
- » Mitigation Planning
- » CAMA Land Use Planning



Firm Experience

Parks & Recreation Assessment

SOUTHERN PINES, NC

CONTRACT DATES

Start: 2023
Completed: 2023

CLIENT CONTACT

Cindi King
Director Parks & Recreation (Former)
Town of Southern Pines
919-463-6962
cking@morrisvillenc.gov

KEY PERSONNEL

- » Daniel Rauh, Project Manager
- » Brian Starkey, Parks & Recreation Director
- » Greg Feldman, Planner

WithersRavenel worked with the Town of Southern Pines to conduct a parks facility assessment. The goal of this project was to audit 12 of the Town's park and greenway facilities to understand existing and future needs. Prior to the site analysis, staff reviewed previous planning efforts conducted by the Town to understand the prior trends and needs expressed by Town stakeholders. This analysis prepared field staff with an understanding of completed, ongoing, and future park projects.

Field staff utilized our team's in-house data collection app, Parks Collector. This application is utilized to collect metrics on individual park facilities, such as a playground or basketball court, while simultaneously collecting user experience considerations for the park as a whole.

The resulting data provides an inventory of park facilities with condition scores, age, and other life-cycle information while also providing an overall park score based on the metrics of design, comfort, access, appearance, and similar considerations.

Following the site visits, our team began drafting recommendations for each park to maximize park use and satisfaction. Our recommendations were reviewed with Town leadership to consider feasibility, need, and external factors to the project. Once recommendations were finalized, the project team prepared preliminary opinions of probable cost for each recommendation made, where applicable. Opinions of cost are intended to be used for planning purposes during implementation to guide actionable investments within the Southern Pines community.



Sample pages from Southern Pines Facilities Assessment Report

Firm Experience

Parks & Recreation Master Plan

COLUMBUS COUNTY, NC

CONTRACT DATES

Start: 2021
Completed: 2022

CLIENT CONTACT

Julie Strickland
Director of Parks & Recreation (Retired)
Columbus County
910-840-3254
dixiesoftball@embarqmail.com

KEY PERSONNEL

- » Daniel Rauh, Project Manager
- » Brian Starkey, Parks & Recreation Director

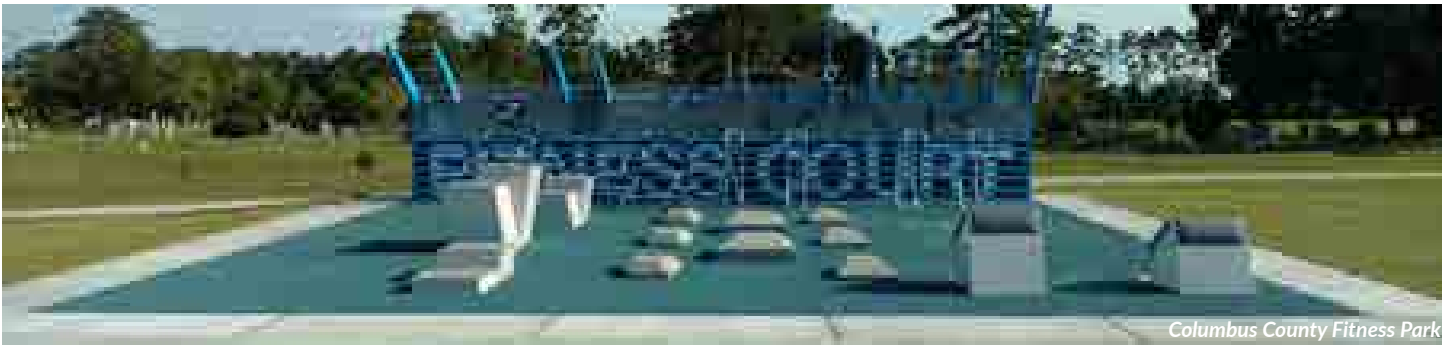
The Columbus County Parks & Recreation System Master Plan is a long-range planning document that will help shape the direction and development of the County's recreation offerings throughout the system over the next 10 years. This plan considered previous planning documents, department goals, existing park conditions, and an assessment of community and departmental needs as a basis for developing a strategic vision for recreation opportunities in Columbus County.

The process incorporated community meetings and surveys to identify recreation

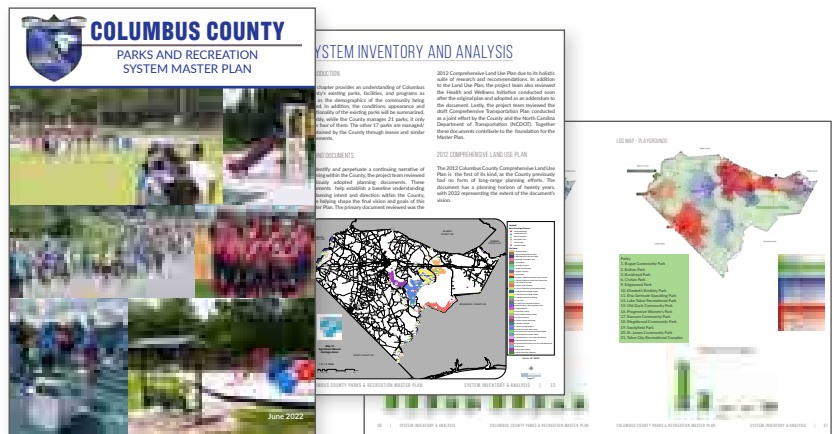
opportunities needed and gaps in level of service.

As the first system-wide master plan undertaken by the County's Parks and Recreation Department, it provides a point of the beginning for future decision-making and serves as a comprehensive guide for facility improvements, acquisition of land, operations, and recreation programs throughout the County.

Ultimately, the Master Plan's recommendations provide a guideline and identify priorities that will assist County staff in the future formation and the provision of parks and recreation facilities and programs.



Columbus County Fitness Park



Sample pages from Columbus County Master Plan

Firm Experience

Parks & Recreation Master Plan

FOUR OAKS, NC

CONTRACT DATES

Start: 2023
Completed: 2023

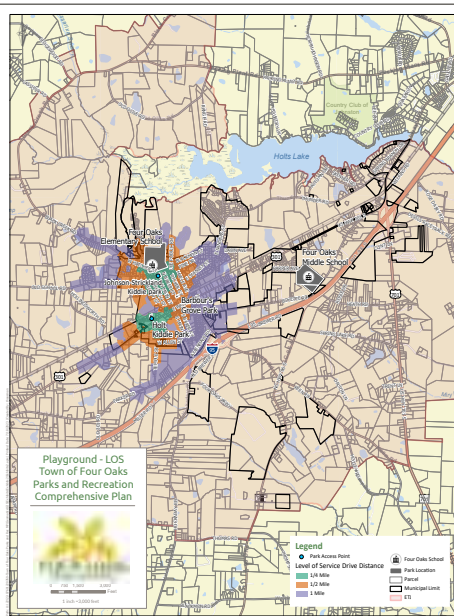
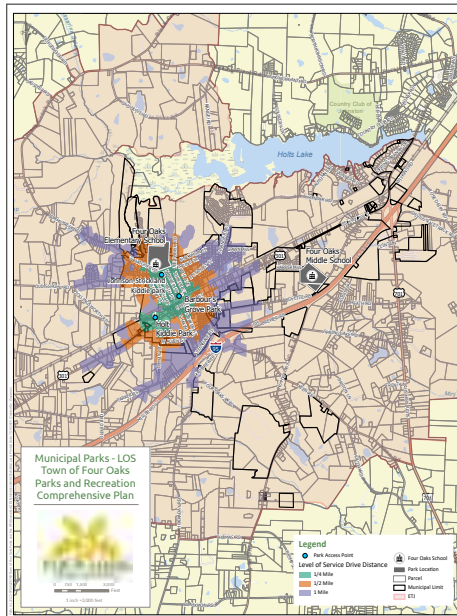
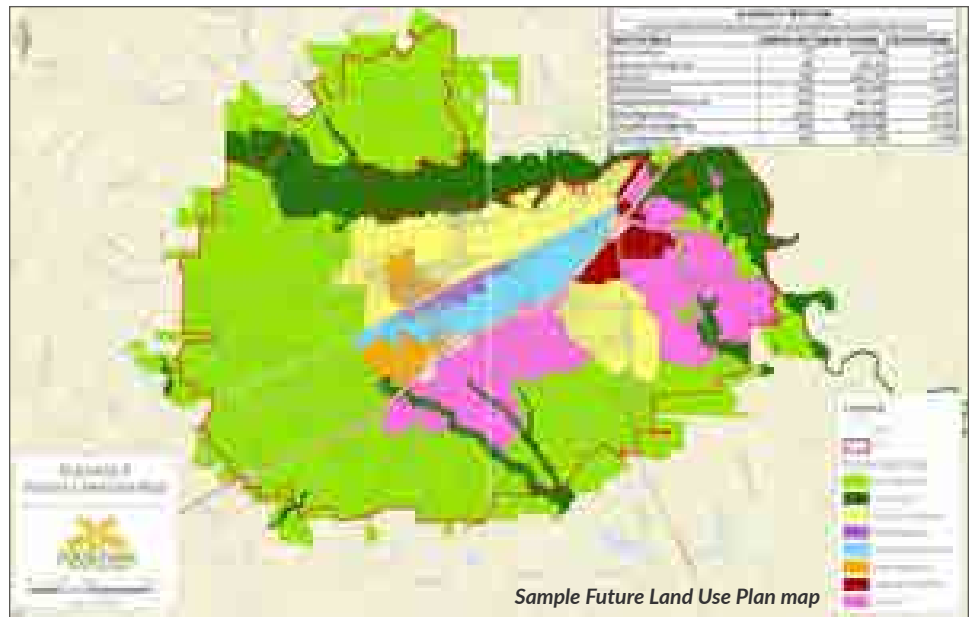
CLIENT CONTACT

Kimberly Robertson
Commissioner (Former)
Town of Four Oaks
919-464-2358
kmrobertson@johnstoncc.edu

KEY PERSONNEL

- » Daniel Rauh, Project Manager
- » Brian Starkey, Parks & Recreation Director
- » Greg Feldman, Planner

The Four Oaks Parks & Recreation Master Plan is a long-range planning document that will help guide future improvement and expansion efforts of the Town's parks and recreation system. This plan considered previous planning documents, department goals, existing park conditions, and an assessment of community and departmental needs as a basis for developing a strategic vision for recreation opportunities in Four Oaks. The vision and final plan is a community-supported document that directly relates to the goals of the Parks and Recreation Department and the residents of Four Oaks.



Four Oaks Downtown Streetscape Master Plan 2020

The Four Oaks Downtown Master Plan provides a brief description of the rich history of the town and explains the purpose of the document: providing a framework for improving the streetscape in the historic area of downtown. This includes sidewalk improvements, provision of furnishings and amenities, utility rehabilitation, additional green spaces, and an enhanced public realm. Through a systematic process of research, site analysis and stakeholder input, the Master Plan provides thorough information on the opportunities and challenges of improving the Four Oaks downtown area.

Initial concepts were prepared and presented to the community for feedback during multiple meetings. This feedback helped to form a consensus on the desired streetscape improvements, and the development of a preferred concept alternative. By reviewing the local sites, observing the existing conditions of specific areas, and listing out spaces that would benefit the most from revitalization, the Four Oaks Downtown Streetscape Master Plan provides a conceptual framework for development. This plan lists out the opportunities to beautify downtown, including investing in public spaces, public art, and programs to encourage visits to downtown and the assets that will help to preserve the historic nature. The constraints and challenges are listed as well, listing the railroad, overhead utilities, steep grade, and pedestrian safety as areas to improve upon. Construction documents for the master plan are currently being prepared for the first two phases of implementation.



Level of Service (LOS) Maps

Sample pages from Four Oaks Master Plan

 **Firm Experience**

Parks & Recreation Comprehensive Plan

THOMASVILLE, NC

CONTRACT DATES

Start: 2020
Completed: 2021

CLIENT CONTACT

Cory Tobin, CPRP
Director of Parks & Recreation
City of Thomasville
336-475-4281
cory.tobin@thomasville-nc.gov

KEY PERSONNEL

- » Daniel Rauh, Project Manager
- » Brian Starkey, Parks & Recreation Director
- » Greg Feldman, Planner

The City of Thomasville Parks & Recreation Comprehensive Plan is a long-range planning document that helps shape the direction, development, and delivery of the City’s parks and recreation facilities over the course of the next 10 years. We assisted in the development of this document by reviewing previous planning efforts, evaluating each of the City’s parks, reviewing the programs and policies maintained by the Parks Department, and engaging directly the community.

We hosted a communitywide survey and attended the 2023 Everybody’s Day celebration in Thomasville to best understand therecreationneedsanddesiresof City stakeholders.

Based on community feedback, WithersRavenel staff worked with City representatives to create a framework for future facility, policy, and program recommendations that addresses community needs and supported department goals.

Notable recommendations from the plan include the overwhelmingly-supported dog park, expansion of pickleball facilities, and the identification and development of new park locations. The Comprehensive Plan provided a framework to provide direction for current and future facilities and programming to ensure that Thomasville continues to be a desirable community for people to live, work, and play.

Parks, Trails, and Open Space Master Plan

HOLLY RIDGE, NC

CONTRACT DATES

Start: 2020
Completed: 2021

CLIENT CONTACT

Heather Reynolds
Town Manager
Town of Holly Ridge
910-329-7081
manager@hollyridgenc.org

KEY PERSONNEL

- » Brian Starkey, Parks & Recreation Director

WithersRavenel prepared the Town’s Parks, Trails, and Open Space Master Plan informed by the input of community residents as well as the town staff, elected officials, and other stakeholders. Stakeholders included the NC Coastal Federation and the NC Wildlife Resources Commission, both of which own land within or along the edge of the Town. The community was also engaged by using an online survey. As a small town with little demographic diversity and a slightly older population, the recommendations focused on improving connectivity within the Town and to the coast as well as connections to adjacent municipalities.



Sample pages from
Holly Ridge Master Plan

FUNDING RECREATION OPPORTUNITIES



The WithersRavenel Design + Planning team collaborated with City of Lowell staff to develop park master plans for Bob Bolick Park and Harold Rankin Park based on recommendations identified in a previous Needs Assessment Study. After exploration of several concepts for each park, a final master plan and associated opinion of probable construction cost was prepared. Our Funding & Asset Management (FAM) team at WithersRavenel assisted in preparing two separate grant applications for Harold Rankin Park that would provide reciprocal matching funds for a total of **\$1 million successfully awarded** toward the design and construction of components shown in the park master plan.

The ongoing grant administration for the awarded funds is being managed by the WithersRavenel FAM team through the design, construction, and closeout phases. As the detailed surveying, design, and engineering for this park was beginning, the City of Lowell was able to acquire an adjacent property with a building already in use by the community youth and thereby expanding the potential park offerings. WithersRavenel pivoted to holistically address the connectivity, accessibility, and infrastructure between the outdoor and indoor recreation opportunities through construction drawings to ensure a more inclusive and quality park space reflecting the needs of the community.

Checklist to Submit a Complete Application				
Use this checklist to indicate the documents submitted with your application. Include all required documents. Refer to page 5 for further information about submitting the application.				
<ul style="list-style-type: none"> Paper copy: Paper clip the pages and copies of each item on the checklist together. Do not use staples. Digital copy: Submit a flash drive with individual files for the documents on the checklist. Use PDF format. Label the flash drive with the local government name. Use the file names shown in the table below. Keep a copy of the application for your files. 				
Applicant:	City of Lowell, NC	Project Title:	Harold Rankin Park Revitalization	
Required for All Applicants (File Name)	Page Reference	Number of Required Copies		Included
		Paper	Digital	
1. Checklist for Submitting a Complete Application (Checklist)	6	1	1	x
2. Applicant's Basic Facts and Assurances (Basic facts)	7	1	1	x
3. Description and Justification for the Project (Justification)	8	15	1	x
4. Site Plan; for projects to construct or renovate facilities (Site plan) OR Conceptual Plan; for land acquisition only projects (Site plan)	8-10	15	1	x
5. Project Costs (Project costs)	11-12	1	1	x
6. Source of Matching Funds (Matching funds)	15	1	1	x
7. Site Vicinity Map (Site vicinity)	16	1	1	x
8. Scoring System (Scoring system)	23-28	1	1	x
Required for Projects to Construct or Renovate Facilities				
9. Attorney's Certification of Site Control (Site control)	13	1	1	x
10. Environmental Review (ENV review)	21-22	1	1	x
11. Local Government & School Joint-Use Agreement (Joint use)	4	1	1	n/a
Required for Projects to Acquire Property (including acquisition with a waiver)				
12. Acquisition Form (Acquisition form)	19	1	1	n/a
13. Appraisal, Property Tax Value or estimate by an appraiser (Land value)	18	1	1	n/a
14. Legal Description of the Land (Land description)	20	1	1	n/a
15. History of Conveyance for donated land (Conveyance)	18	1	1	n/a
Documents for the Scoring System				
16. Master Plan for the Park (Master plan)	23, 29	1	1	x
17. Parks and Recreation Systemwide Plan for the Jurisdiction (Comp plan)	24, 30	1	1	x
18. Capital Improvement Plan for Parks and Recreation (CIP)	24, 30	1	1	x
19. Documentation of Surveys or Public Involvement (Public meeting), (Survey), (Civic Groups), (Advisory board)	24, 31	1	1	x
20. Local Board Minutes or Resolution Adopting of Planning Documents (Adoption)	23-25	1	1	x

Instructions for submitting digital copies: Applicant must submit a single flash drive that includes each file as a separate PDF. Each file should be named like the (file name) denoted on the checklist.

Harold Rankin Park Funding Application

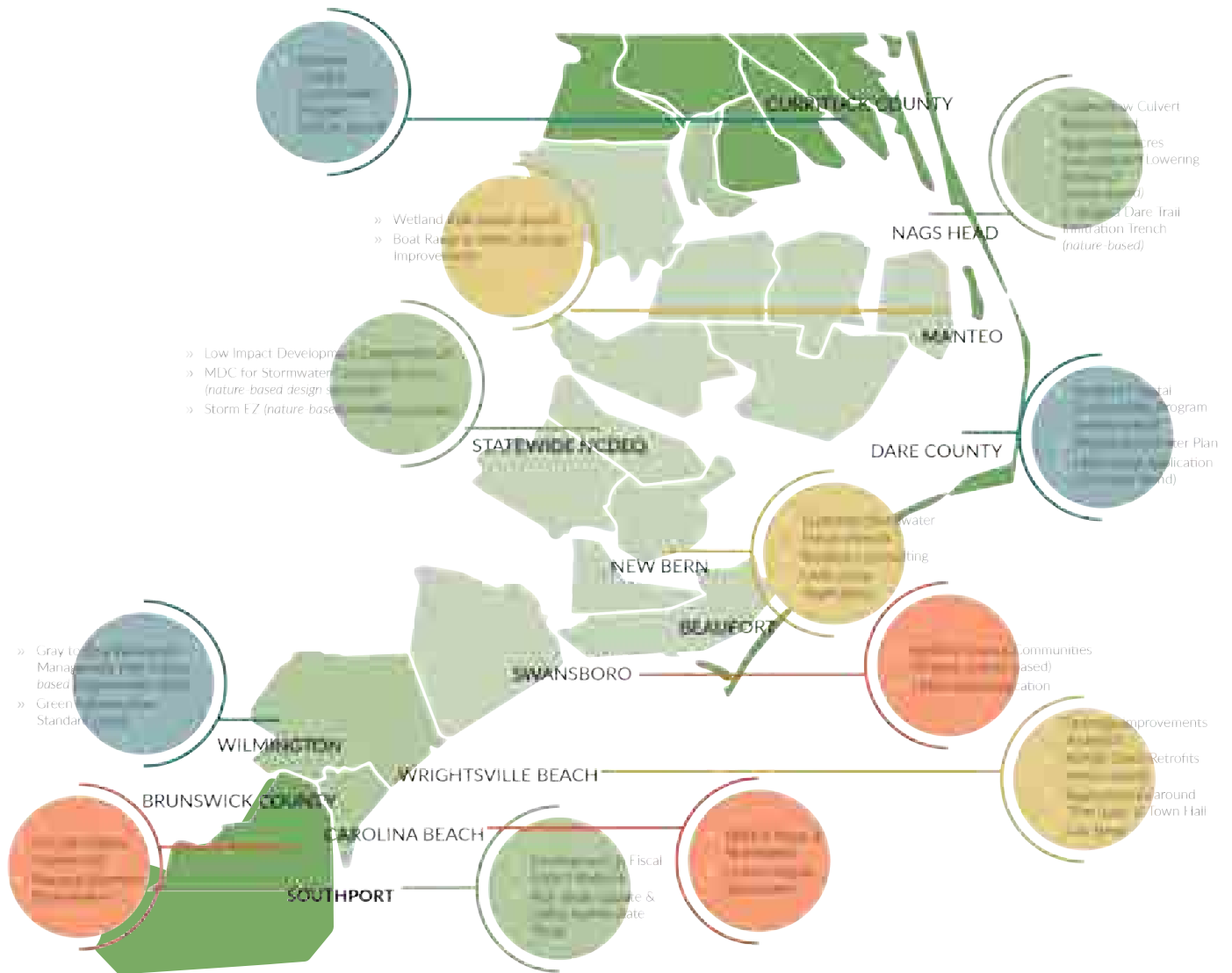


"We have worked with Withers Ravenel for over five years on projects ranging from water/sewer to parks and recreation master plans. With the help of WithersRavenel we made great strides in securing necessary funding for implementing the Harold Rankin Park Master Plan that they created. With this partnership, the City was able to acquire the maximum amount of \$1 million in PARTF and LWCF grant awards to assist in the rehabilitation of the City's largest and busiest park. I would recommend this firm to work on similar endeavors within your municipality."

Scott Attaway, City Manager, City of Lowell

WORKING IN THE COASTAL REGION

WithersRavenel and key members of the project team have worked with a variety of clients along the coast. A selection of the regional projects and clients that we have worked with on planning, stormwater and CAMA-related initiatives are listed below.



Additional municipal clients that WithersRavenel works with in the region on various projects and contracts include:

- » Ayden
- » Bald Head Island
- » Belville
- » Boiling Spring Lakes
- » Bolton
- » Burgaw
- » Cape Carteret
- » Elizabeth City
- » Elizabethtown
- » Goldsboro
- » Havelock
- » Hertford
- » Holly Ridge
- » Jacksonville
- » Kinston
- » Kure Beach
- » Leland
- » Morehead City
- » Mount Olive
- » Onslow County
- » Plymouth
- » Surf City
- » Trent Woods
- » Washington
- » White Lake
- » Whiteville

 *Personnel Experience*

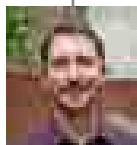
ORGANIZATIONAL CHART

Each of the WithersRavenel team members proposed for this project, along with our teaming partner, are available immediately and committed to fulfilling their duties as needed. Should additional personnel be required, WithersRavenel has ample staff to meet those needs, including 445+ personnel at offices across the state that can be mobilized on short notice.



DARE COUNTY

Adam Caldwell
Client Officer



Daniel Rauh, AICP
Senior Project Manager

Design and Planning

Brian Starkey, PLA, ASLA
Director of Parks & Recreation

Rifat Sharmin, PLA, SITES AP
Landscape Architect

Jen Dolan
Project Designer

Greg Feldman, AICP, CZO
Planner

Additional Subject Matter Experts

WithersRavenel has a deep bench of experts available for this project. While most work will be done by our Design + Planning team, these professionals can advise as needed.

Amanda Whitaker
Director of Funding Services

Alice Briggs
Parks Funding Senior Technical Consultant



Ballard*King-Programming
Scott Caron, CPRP (Senior Associate)



ADAM CALDWELL • CLIENT OFFICER

“Our People, Your Success” are not mere words for us—we go above and beyond through value-added approaches that we bring to our clients and projects. One way we put this philosophy into practice is a Client Officer, which is a complimentary service and will give this contract the attention it deserves. As Client Officer, Adam will routinely check in with you to ensure all milestones this project are being met and address any concerns or questions the County may have.

Personnel Experience



DANIEL RAUH, AICP
SENIOR PROJECT MANAGER

Daniel is a Certified Planner with years of experience in parks system master plans, long-range and comprehensive planning, creation of development ordinances, site conditions and due diligence assessments, and GIS analysis. **As project manager for the Dare County Parks & Recreation Needs Assessment, Daniel will work closely with County staff and the community to develop a responsive master plan.**

AREAS OF EXPERTISE

- » Parks & Recreation System Planning
- » Community Engagement
- » Comprehensive Planning
- » Land Use Analysis/Future Land Use Mapping
- » Neighborhood Planning
- » Economic Development
- » Unified Development Ordinances

EDUCATION

- » MS, City and Environmental Planning, University of Virginia
- » BS, Environmental Policy and Planning, Virginia Tech

LICENSURE

- » AICP: 31230

PROJECT EXPERIENCE

- » Parks & Recreation Needs Assessment, Southern Pines, NC. Project Manager
- » Parks & Recreation System Master Plan, Four Oaks, NC. Project Manager
- » Parks & Recreation System Master Plan, Siler City, NC. Project Manager
- » Parks & Recreation System Master Plan, Thomasville, NC. Project Manager
- » Park System Master Plan, Columbus County, NC. Planner
- » 2030 Comprehensive Master Plan, Elkin, NC. Designer & Planner
- » Comprehensive Parks & Recreation Master Plan, Clinton, NC. Planner



*The Town of Four Oaks Parks and Recreation Department has been extremely satisfied with the services we have received during our planning process for our Parks & Recreation Comprehensive Plan. The staff at WithersRavenel have provided excellent customer service and gone over and beyond in assisting us with our planning process. **Daniel Rauh provides cooperative and productive group interactions in our bi-weekly meetings. We are very fortunate to be able to work with such an awesome company who ensures our needs are met.***

Kimberly Robertson, Commissioner, Town of Four Oaks

Personnel Experience



BRIAN STARKEY, PLA, ASLA
 Director of Parks & Recreation

Brian's landscape architecture career of more than 40 years has focused on the planning and design of public spaces, with a particular emphasis on parks. He has led dozens of public park projects across North Carolina to successful completion, several of which have received local and state awards. **Brian will oversee the planning process, participate in community engagement, and provide quality assurance for project deliverables**

EDUCATION

- » BS, Landscape Architecture, West Virginia University

LICENSURE

- » PLA: NC, #549

PROJECT EXPERIENCE

- » Parks System Master Plan, Columbus County, NC. Director
- » Parks & Recreation System Master Plan, Four Oaks, NC. Director
- » Parks & Recreation System Master Plan, Siler City, NC. Director
- » Parks & Recreation Assessment, Southern Pines, NC. Director
- » Parks & Recreation Master Plan, Clinton, NC. Principal
- » Parks, Trails, & Open Space Master Plan, Holly Ridge, NC. Director
- » Festival Park Master Plan, High Point, NC. Director
- » Academy Gibson Park Master Plan, Concord, NC, Director
- » Angier Town Park Master Plan, Angier, NC, Director
- » Parks Master Plan, Lowell, NC. Director
- » Kyle Drive Park Master Plan Raleigh, NC. Director
- » Neill's Creek Park Master Plan, Harnett County, NC. Director



RIFAT SHARMIN, PLA, SITES AP
 Landscape Architect

Rifat has experience with numerous parks and recreation projects including system plans, parks master plans, and the design of park features such as playgrounds, trails, and athletic facilities. She is skilled at assembling analysis information, creative design, and the preparation of plans and documents. **Rifat will participate in community engagement and be responsible for the preparation of final documents.**

EDUCATION

- » MLA, NC State University
- » BS, Architecture, Bangladesh University of Engineering & Technology

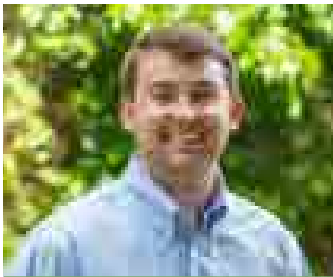
LICENSURE

- » PLA: NC, #2473
- » SITES AP

PROJECT EXPERIENCE

- » Festival Park Master Plan, High Point, NC. Landscape Designer
- » Swift Creek Nature Preserve Master Plan, Wake County, NC. Landscape Designer
- » Kyle Drive Park Master Plan, Raleigh, NC. Landscape Designer
- » Harold Rankin Park Master Plan, Lowell, NC. Landscape Designer
- » Bob Bolick Park Master Plan, Lowell, NC. Landscape Designer
- » Neill's Creek Park Master Plan, Harnett County, NC. Landscape Designer
- » Angier Town Park Master Plan, Angier, NC. Landscape Designer
- » Mohawk Park Master Plan, High Point, NC. Landscape Designer
- » UDO and Land Use Plan Update, Elkin, NC. Landscape Designer
- » Higgins Greenway, Cary, NC. Landscape Designer

Personnel Experience



GREG FELDMAN, AICP, CZO
Planner

Greg is a Certified Planner with experience in both public and private sector planning. His background in the public sector provides the day-to-day understanding of the unique needs and challenges of municipal staff. **His strong research and GIS skills coupled with his passion for sustainability provide added value to our project team.**

EDUCATION

- » BS, Urban and Regional Planning, East Carolina University

LICENSURE

- » AICP: 35824
- » CZO: NC

PROJECT EXPERIENCE

- » Parks & Recreation Master Plan, Four Oaks, NC. Planner
- » Parks & Recreation System Master Plan, Siler City, NC. Planner
- » Parks & Recreation Assessment, Southern Pines, NC. Planner
- » Downtown Master Plan, Indian Trail, NC. Planner
- » Land Use Plan Update and Comprehensive Plan, Maggie Valley, NC. Planner
- » Land Use Code Update, Surf City, NC. Planner
- » Comprehensive Land Use Plan 2025, Wilson County, NC. Planner
- » Land Use Plan, Hamlet, NC. Planner
- » Unified Development Code Update, Benson, NC. Planner



JEN DOLAN
Project Designer

Jen is a Project Designer who provides support on parks and recreation projects. Her role includes design development and developing design standards, drafting in Civil3D, and GIS data and mapping exercises. **Jen will be involved in the preparation of project associated mapping and document preparation.**

EDUCATION

- » MLA, NC State University
- » BS, Anthropology, University of Iowa

PROJECT EXPERIENCE

- » Park Master Plan, Rural Hall, NC. Project Designer
- » Leesville and Strickland Road Park Improvements, Raleigh, NC. Project Designer
- » Downtown Streetscape, Thomasville, NC. Project Designer
- » Harris Lake County Park Improvements, Wake County, NC. Project Designer
- » Design Services for Community Space, Whiteville, NC. Project Designer
- » Kyle Drive Park Master Plan, Raleigh, NC. Project Designer

Personnel Experience



EDUCATION

- » MPA, Community and Economic Development, UNC Greensboro
- » BA, Political Science, North Carolina State University

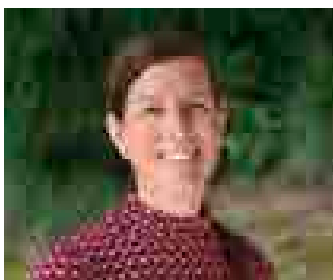
AMANDA WHITAKER

Director of Funding Services

Amanda's experience is concentrated in grant writing, grant administration, and community and economic development projects. She has worked with a number of granting agencies on successful projects, including NC Department of Commerce, NC Department of Cultural Resources, NC Department of Environmental Quality, NC Tobacco Trust, Golden LEAF Foundation, and the US Department of Agriculture. She has written and administered numerous grants across North Carolina, and as part of these grants, worked on Fair Housing Plans, Implementation of Fair Housing Plans, and Analysis of Impediments. **She has successfully written and administered grants for projects all over North Carolina for parks and recreation, economic development, neighborhood stabilization, housing rehabilitation, public infrastructure, and downtown revitalization.** She previously served as an economic development director for Montgomery County.

PROJECT EXPERIENCE

- » Harold Rankin Park Revitalization, Lowell, NC. Director of Funding
- » Riverlink Trail Extension, Cramerton, NC. Director of Funding
- » Resiliency Consulting Services, New Bern, NC. Staff Team
- » Stormwater LASII Planning Application, Black Mountain, NC. Funding Project Manager
- » CDBG-I Administration, Kenly, NC. Director of Funding



EDUCATION

- » BA, Economics and German Studies, Washington College

LICENSURE

- » Certified Economic Developer (CEcD) Program

ALICE BRIGGS

Parks Funding Senior Technical Consultant

Alice has assisted many rural communities with submitting grant and loan applications to various agencies, including the North Carolina Parks & Recreation Trust Fund, the NC Rural Economic Development Center, USDA Rural Development, the Golden Leaf Foundation, and the State Revolving Fund. She possesses the ability to multi-task in a deadline-driven and fast-paced environment. Her highly organized approach is a valuable asset to each project in which she is involved.

PROJECT EXPERIENCE

- » Harold Rankin Park Revitalization, Lowell, NC. PARTF and LWCF Funding Specialist
- » Freedom Revitalization Park, Liberty, NC. PARTF and LWCF Funding Specialist
- » North Park Project, Phase I, Bessemer City, NC. PARTF Funding Specialist
- » Connect NC, City Park ALL Aboard, Shelby, NC. PARTF Funding Specialist
- » Belmont Recreation Center, Belmont, NC. PARTF Funding Specialist
- » O.T. Sloan Accessibility Project, Lee County, NC. PARTF Funding Specialist
- » Fitzgerald Park, Candor, NC. PARTF Funding Specialist

Personnel Experience



SCOTT CARON, CPRP
Ballard*King Senior Associate

Scott began working with Ballard*King in 2017 and brings more than 20 years of experience in parks and recreation. **As an Associate with Ballard*King, Scott has been instrumental in data collection and analysis. His involvement with projects includes master plans, feasibility studies, and operational assessments.** Prior to joining Ballard*King, Scott has held several positions while working a wide variety of types of governance from recreation commissions, parks districts, and municipalities. Immediately prior to working as a Senior Associate with Ballard*King, he was the Parks & Recreation Director in Longview, TX.

EDUCATION

- » BS, Parks, Recreation & Tourism, University of Missouri

LICENSURE

- » CPRP

PROJECT EXPERIENCE

Scott has been directly responsible for key parks and master plan projects in the following locations:

- » Ft. Wayne, IN
- » Andover, KS
- » Dartmouth, MA
- » Kirksville, MO
- » Maplewood, MO
- » Osage Beach, MO
- » Savage, MN
- » Stow, OH



SUCCESSFUL CLIENT EXPERIENCE

Rather than wait for a project to be completed to find out if the client's needs are being met, WithersRavenel seeks feedback at key milestones throughout the project life cycle with **Client Feedback Tool**, an online communication application.

Using a seven-question, two-minute electronic request for feedback tailored to the specific project milestone, WithersRavenel can quickly and easily gauge where we are meeting or exceeding expectations and where we need to make improvements. Through follow-up contact, we then work with our clients to adjust processes to better align with their expectations.

Our overwhelmingly positive responses are indicative of our successes.



Project Understanding and Approach



INTRODUCTION

Understanding the recreational needs of the residents of Dare County requires a knowledge of the recreational context of the county as well as knowledge of what recreational activities are of interest to and needed by the community.

Our Project Approach is based on clear communication and intentional collaboration, rooted in community engagement. We will set up a defined method and frequency of communication with county staff as well as stakeholders and the community that will be followed throughout the process.

OUR APPROACH IS INTENDED TO:



Fully engage all members of the community, stakeholders, and staff



Fully evaluate existing facilities



Identify the opportunities and constraints for improvement



Provide realistic, prioritized, and achievable recommendations



Identify a strategy for the pursuit of project funding

PROJECT UNDERSTANDING

Dare County Parks & Recreation celebrates its diverse amenities through the utilization of three separate divisions, Roanoke Island/Mainland, Northern Beach, and Hatteras Island. The County requires unique consideration for these geographic service areas, accounting for both regional needs and opportunities. Additionally, the County is home to a plethora of wildlife refuges, game lands, seashore, and memorials. These amenities provide additional opportunities for residents and visitors of Dare County and highlight an overall commitment to environmental and historical preservation. Geographic considerations at a system-wide level also include considerations for seasonal residents and the provisions of natural and/or private waterfront amenities.

Dare County Parks & Recreation provides numerous programs from baseball to a robust dance curriculum. The department is doing an excellent job in diversifying programs so that they may serve a variety of age ranges and users. Additionally, facilities provided within the overall county system are designed to meet many recreational needs. The County offers passive facilities like its public beach access and various dog parks, but also provides unique active recreation opportunities for its residents like the skate park and batting cage at the College of Albemarle Roanoke Island Campus. Through a partnership with Dare County Board of Education, regional school facilities and gymnasiums are open to residents for organized athletics and programming.

Project Understanding and Approach

While the Parks and Recreation Department is currently meeting the needs of the community, Dare County leadership has wisely decided to look ahead and plan the future of Dare County parks, facilities, programs, and staffing. Changing demographics, comparisons to national recreational standards for communities the size of Dare County, an evaluation of existing facilities, local needs and aspirations must all be understood, in order to prepare a strategic plan that illustrates a balanced, equitable, and inclusive vision for the system. This effort will ensure that residents will continue to have amazing opportunities to engage with county parks and programs, and that staff and operations seamlessly grow to meet the increasing needs of Dare County.

APPROACH

While the future of the parks system can pose many challenges, it also provides the setting for forward-thinking, innovative approaches that efficiently use resources to provide high-quality, well-connected systems over the course of the plan's life. A vibrant parks and recreation system can define a sense of community and bring people together in a place where they can connect to each other, the environment, and Dare County.

We believe that the following imperatives must be specifically considered during the planning process:

- » The protection of natural/cultural resources.
- » The fair and equitable distribution of recreational opportunities amongst the County's three divisions. Residents should be able to enjoy opportunities regardless of where they live in the County.
- » Inclusivity and accessibility in the design of recreational facilities. All facilities should be inclusive by offering a variety of recreational opportunities and accessible by utilizing principles of universal design.
- » Economic benefits of various recreation activities.
- » Sustainability and resiliency. Incorporating sustainable strategies into planning solutions.
- » Potential funding strategies for financing improvements.

With those beliefs serving as the foundation for our approach, the following describes a general and sequential series of phases for the project. **The WithersRavenel team is excited to partner with County Staff to produce the final project approach.**



Pleasant Park, Apex, NC

Project Understanding and Approach

1 PHASE 1: SURVEY OF RECREATIONAL NEEDS

Project Initiation

WithersRavenel is qualified and prepared to conduct the County's Parks & Recreation needs assessment. Starting with the project kickoff, WithersRavenel staff will establish clear lines of communication between the organizations, identify any preliminary data gaps, and verify the project schedule and work plan with County leadership.

This initiation will also serve as an opportunity to evaluate public engagement scenarios, methodologies, and opportunities. These considerations will allow WithersRavenel and County Staff to craft an effective public engagement plan which will be a core component to the success of the plan. WithersRavenel's comprehensive approach to project initiation will ensure that all preliminary considerations have been addressed, a clear communication plan is established, and all parties have clearly defined action items to begin the development of the systemwide plan.

Community Engagement Consideration



Community engagement is the most important component in developing a plan. To clearly understand the community's recreational needs and aspirations requires engagement through various means. In addition to supporting a plan that directly addresses community needs, the comprehensive approach to genuine community engagement will also ensure that the process meets the requirements of PARTF and other applicable grants, and that the plan's recommendations reflect community input including historically underrepresented groups.

Steering Committee

We recommend that a project Steering Committee be assembled and serve as both an advisory group to the project team and play the role of ambassador in engaging the community. Steering Committee members should be selected carefully, because they will often be the "face" of the planning effort as they engage in their own communities. The use of these members as ambassadors to the project helps build trust in the process and shows that the effort is driven by community members. As plans and recommendations develop, this group will also provide guidance and review any documents prior to them being presented to the community.



Outreach

Equitable engagement is at the forefront of WithersRavenel outreach. Public surveys developed as part of this plan can be translated into various other languages, including Spanish to help engagement with the County's ~7% Hispanic/Latino population. Both digital and physical copies will be made available as part of this effort. The team can also support advertising of the survey through targeted social media ads, flyers, and the use of QR codes in collateral development.



Populations that have been historically unresponsive or disenfranchised will be identified during the project initiation. Identification of these populations will allow the project team to work with project ambassadors and connect to these community members, generate survey responses, initiate project discussion and encourage engagement.

In addition to surveys other means of engaging the community will be conducted during the process. These include open houses, community conversations, design charrettes, one on one interviews, and leveraging pre-existing community events/festivals.

Project Understanding and Approach

Public Forums



The RFQ identified the need for public forums to be held as part of public engagement. WithersRavenel planning and landscape architecture staff are specialized in interacting with community members to help translate public desires and needs into actionable planning steps and infrastructure investments. Our community engagement approach is founded upon the guiding principle of **“Meeting People Where They Are.”** To be successful, public forums will need to be distributed throughout Dare County. While the division headquarters of Roanoke Island/Mainland, Northern Beach, and Hatteras Island provides centralized venues for county-wide discussion, consideration of hosting events in the neighboring communities of Southern Shores, Salvo, or Avon may be necessary to ensure county-wide participation in plan development.

Additionally, WithersRavenel seeks to leverage planned community events or programs to maximize opportunities for input. Project team staff have experienced great success in previous park systemwide planning projects by using community events to expand engagement of stakeholders and community members. Regional events, such as the First Flight Farmers Market or OBX Shred Fest, must be considered during project initiation for milestone scheduling.

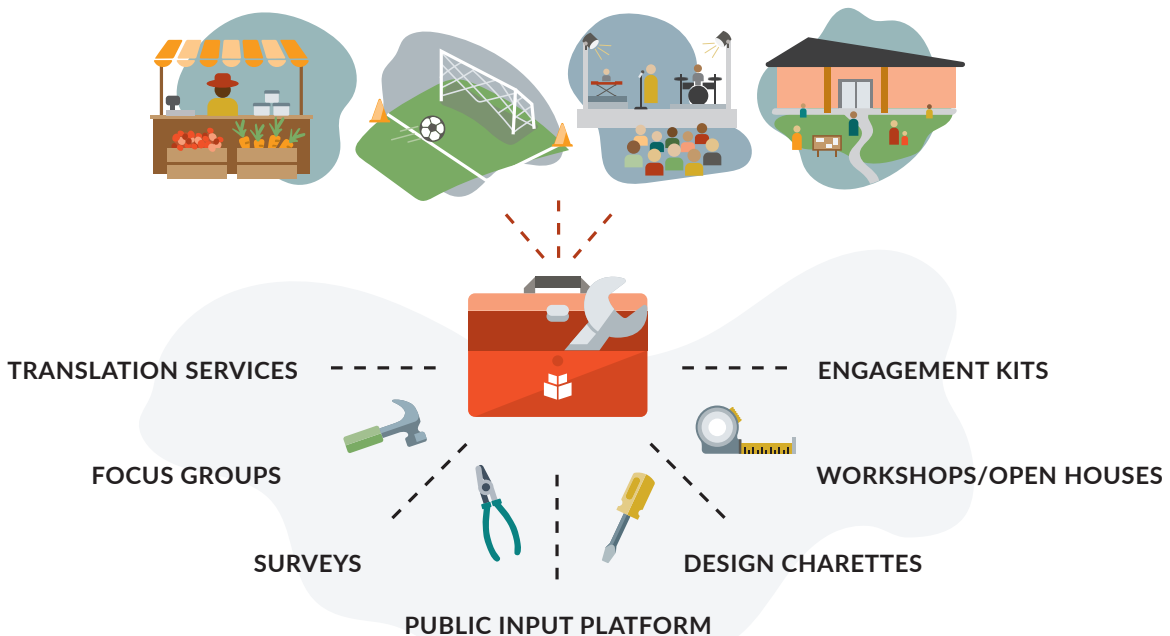
Engagement Summary

WithersRavenel will summarize the needs, preferences, priorities and aspirations of the community as heard throughout the process. All data collected through surveys, in-person meetings, and community meetings will be shared with the County and will inform final plan recommendations. Engagement results will be reported in a manner that reflects communitywide trends, division or neighborhood-specific needs, and resulting planning considerations.



MEET PEOPLE WHERE THEY ARE

FARMERS MARKETS | SPORTING EVENTS | FESTIVALS | COMMUNITY CENTERS



Project Understanding and Approach

2 PHASE 2: SYSTEMWIDE PARKS AND RECREATION NEEDS ASSESSMENT

Review Existing Conditions & Plans

WithersRavenel staff are prepared to review the County’s previously adopted plans, including Dare County 2022 Land Use Plan and the 2013 Recreational Master Plan. These documents, and relevant municipal plans will provide the project team with guidance as to the County’s previous efforts, pressure points, and overall trajectory moving forward into the 2030s. Where data gaps are identified during plan review, such as the consideration of updated population projections, the team will supplement new data sets and demographics as required. Overall trends, needs, and considerations will be reported in a concise manner.

Community Engagement



Equipped with the public engagement plan crafted in Phase 1, WithersRavenel will work with Project Ambassadors and citizens to better understand system-wide needs, current obstacles to participation, and plan for the equitable distribution of recreation opportunities. It is important to develop community support for the plan so that the community has a chance to influence plan recommendations, including programs and facilities.

Phase 2 engagement will be conducted both in person and virtually making it as convenient as possible for residents. These interactions will offer participants the opportunity to be involved in the decision making process ensuring that recommendations are responsive, sound, and represent community needs and aspirations. Community feedback will be logged and incorporated into the public engagement summary, establishing a clear nexus between community feedback and plan recommendations.

Evaluate Existing Facilities & Land

An effective systemwide plan should go beyond the elements of a traditional effort and should create a vision for a system that not only has great parks and facilities, but one that supports effective department operations and provides a high level of inclusive and equitable services. Prior to the execution of the public engagement plan, WithersRavenel team members will use a variety of qualitative and quantitative techniques to perform an in-depth analysis of the County network. As previously identified, understanding data gaps following the review of the County’s plans will establish a well-rounded understanding of Dare County’s current trends.

Critical to understanding community needs is the evaluation of existing parks and recreation facilities as well as programs. Our team will assess each parks and recreation facility in the County through on-site audits.

Parks User Experience Scoring

WithersRavenel reviews individual park design, access, appearance, and other categories to generate an overall park user experience score. These scores can identify under performing parks that need additional investments or healthy parks that can be improved through additional neighborhood connections.



Project Understanding and Approach



The project team will employ a custom, in-house, GIS-based app called “*Parks Collector*” to perform the facilities inventory and preliminary site assessments. This tool streamlines and standardizes the inventory process while also creating location-tagged data that feeds seamlessly into a GIS for mapping and comparison against other datasets. The information collected can subsequently be used for analysis and planning, but will also be transferred to the County for incorporation into their own GIS database.

This evaluation will examine, but not be limited to, accessibility, safety, maintenance requirements, sustainability, opportunities for expansion, and connections between parks and the community. WithersRavenel features a custom, in-house “Parks Collector” application to support the facility evaluations.

A recreation department is more than the facilities provided at its parks. Similar to the facility assessment described above, WithersRavenel’s trusted partner, Ballard*King, will analyze the programs and policies of the Parks and Recreation Department. The team will identify gaps between what is being offered and programming needs identified by the community and staff.

Project team staff will document the current programs and policies hosted by the Parks and Recreation Department and other providers in the community, identify gaps in services, and make recommendations as warranted for new programs that have the potential to serve new or underserved user groups. Additionally, the team will review current trends in recreation programming, staffing, and operations, and make recommendations for systematic enhancements based on industry best practice standards. This will ensure that the plan provides a comprehensive approach to recreation planning for Dare County, and alleviates growing pains associated with county growth and recreation demand.

Following facility and program evaluations, benchmarking will be used to assess Dare County’s services, park acreage, and facilities against communities of similar size all across the United States. WithersRavenel uses data from the National Recreation and Parks Association (NRPA) to identify goals and preliminary considerations for the Dare County network. This data, paired with the inventory of Dare County’s system by the project team, will illuminate service gaps or deficiencies in the overall recreation network. Please note that, while benchmarking may identify service gaps, plan recommendations must still be reviewed by public stakeholders to verify desired facilities.



Knights Family Community Park

Project Understanding and Approach

As the project team considers previous trends, the park audit, and national benchmarks, it must also include considerations for park accessibility. Internal accessibility barriers will be noted in the individual park audits, but regional access to the County’s parks must be considered across various modes of transportation.

WithersRavenel conducts Access Level-of-Service analysis as part of the existing system evaluation by reviewing accessibility into each park’s entrance. Access into each park is mapped at the 1/4th, half, and 1-mile travel distances into the park. These distances reflect regional accessibility into each park by a short walk, short bike ride, and short car ride respectively. Understanding what regional and district-level park access realistically looks like for residents in Dare County is an important consideration for the plan’s recommendations.

3 PHASE 3: DEVELOPMENT OF RECOMMENDATIONS & PLAN DOCUMENT

Plan recommendations will be based on information collected and target improvements to system facilities, and program gaps and shortfalls revealed during the process. Recommendations identified by the plan will reflect community and County priorities and be scalable to ensure action items are equally implementable in years one through 10. New facilities, programs, and policies will be considered in the recommendations section of the plan. Recommendations will also include considerations for parkland acquisition, including where future parks could most equitably be located throughout the County.

Holistic consideration of the recommendation opportunities will be paramount to the success of the plan, as is consideration of how recommendations are presented within the plan document. WithersRavenel is experienced in providing highly visual, strategic recommendations that bring a plan vision into reality.


Facility improvements will also include opinions of probable cost to help County staff align budget expectations during implementation.

WithersRavenel will work closely with County leadership to finalize proposed systemwide recommendations. Our project team is experienced in working closely with County clients to ensure plan recommendations are impactful throughout the network. Our team will also present draft chapters of the project report to County staff and the Steering Committee for review throughout the plan development process to ensure accuracy and equity.

Plan Presentation & Adoption

After working with County leadership to review and revise the draft plan, WithersRavenel will bring the document forward for broader consideration. Project team leadership will present the plan’s purpose, process, and components to the Parks & Recreation Advisory Committee, the Planning Board, and the Board of Commissioners. Presentation(s) to these groups during the process will help ensure that the document recommendations are on target, and not overlooking any community needs. While the plan’s recommendations need to be visionary, they also need to be achievable. WithersRavenel staff are experienced in presenting long-range planning efforts and will work with County staff to highlight public engagement considerations, major plan recommendations, and initial recommended action items as part of these presentations.

Following presentations to the boards identified above, WithersRavenel will work with County staff to ensure any additional considerations are addressed before presenting the plan for adoption before the County Board of Commissioners.



WithersRavenel creates this seamless process for clients. They put together a structured workflow for your project from start to finish. And along the way they’re constantly offering new ideas and strategies and rethinking public engagement in order to maximize your message and your reach. They delivered in a comprehensive and meaningful way.”

Colleen Roberts, Public Information Officer, City of New Bern

Fee & Expense Schedule

Fee & Expense Schedule

WithersRavenel, Inc.

Effective January 1, 2024

Schedule is subject to change which typically occurs on an annual basis.

Description	Rate
Engineering, Landscape Architecture & Planning	
Construction Project Professional	\$155
Construction Manager I	\$160
Construction Manager II	\$175
Senior Construction Manager	\$200
CAD Technician I	\$110
CAD Technician II	\$125
Senior CAD Technician	\$150
Designer I	\$140
Designer II	\$160
Senior Designer	\$180
Landscape Architect I	\$160
Landscape Architect II	\$185
Landscape Architect III	\$205
Senior Landscape Architect	\$225
Landscape Designer I	\$140
Landscape Designer II	\$150
Planning Technician	\$120
Planner I	\$130
Planner II	\$150
Planner III	\$175
Senior Planner	\$185
Project Engineer I	\$175
Project Engineer II	\$185
Project Engineer III	\$205
Senior Project Engineer	\$225
Assistant Project Manager	\$185
Project Manager	\$205
Senior Project Manager	\$225
Resident Project Representative I	\$105
Resident Project Representative II	\$125
Resident Project Representative III	\$140
Senior Resident Project Representative	\$150
Staff Professional I	\$95
Staff Professional II	\$150
Staff Professional III	\$160
Senior Technical Consultant	\$260
Client Experience Manager	\$240
Director	\$245
Principal	\$270
Zoning Specialist	\$350
Project Coordinators	
Project Coordinator I	\$100
Project Coordinator II	\$120
Project Coordinator III	\$130
Senior Project Coordinator	\$140
Lead Project Coordinator	\$150
Other	
Expert Witness	\$400
Implementation Consultant	\$155
Senior Implementation Consultant	\$165

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$175
GIS Specialist	\$155
GIS Survey Technician I	\$80
GIS Survey Technician II	\$105
GIS Survey Technician III	\$125
GIS Survey Lead	\$140
GIS Technician	\$100
GIS Analyst I	\$125
GIS Analyst II	\$140
GIS Project Manager	\$175
F&AM Assistant Project Manager	\$170
Intern I	\$70
Intern II	\$90
F&AM Project Consultant I	\$125
F&AM Project Consultant II	\$135
F&AM Project Consultant III	\$140
F&AM Project Consultant IV	\$145
F&AM Senior Project Consultant I	\$155
F&AM Senior Project Consultant II	\$160
F&AM Project Manager	\$175
F&AM Principal	\$270
F&AM Director	\$245
F&AM Staff Professional I	\$75
F&AM Staff Professional II	\$120
F&AM Staff Professional III	\$160
F&AM Staff Professional IV	\$200
F&AM Senior Project Manager	\$225
F&AM Senior Technical Consultant	\$255
Geomatics	
Geomatics CAD I	\$105
Geomatics CAD II	\$125
Geomatics CAD III	\$140
Geomatics Project Manager I	\$175
Geomatics Project Manager II	\$185
Geomatics Project Manager III	\$215
Geomatics Project Professional I	\$155
Geomatics Project Professional II	\$180
Geomatics Principal	\$250
Geomatics Remote Sensing Crew I	\$225
Geomatics Remote Sensing Crew II	\$315
Geomatics Survey Crew I	\$160
Geomatics Survey Crew II (2 Man)	\$195
Geomatics Survey Crew III (3 Man)	\$240
Geomatics Senior Manager	\$225
Geomatics Survey Tech I	\$65
Geomatics Survey Tech II	\$95
Geomatics Survey Tech III	\$125
Geomatics Survey Tech IV	\$135
Geomatics Sr. Technical Consultant	\$225
Geomatics SUE Crew 1	\$195
Geomatics SUE Crew 2	\$265

Description	Rate
Environmental	
Environmental Technician I	\$85
Environmental Technician II	\$100
Environmental Technician III	\$105
Senior Environmental Technician	\$120
Environmental Project Geologist I	\$155
Environmental Project Geologist II	\$170
Environmental Project Geologist III	\$195
Environmental Senior Project Geologist	\$215
Environmental Asst. Project Manager	\$170
Environmental Project Manager	\$195
Environmental Senior Project Manager	\$215
Environmental Director	\$245
Environmental Project Engineer I	\$155
Environmental Project Engineer II	\$170
Environmental Project Engineer III	\$195
Environmental Senior Project Engineer	\$215
Environmental Principal	\$270
Environmental Project Scientist I	\$155
Environmental Project Scientist II	\$170
Environmental Project Scientist III	\$195
Senior Environmental Project Scientist	\$215
Environmental Scientist I	\$110
Environmental Scientist II	\$135
Environmental Scientist III	\$145
Environmental Geologist I	\$110
Environmental Geologist II	\$135
Environmental Geologist III	\$145
Environmental Professional I	\$110
Environmental Professional II	\$135
Environmental Professional III	\$145
Environmental Senior Tech. Consultant	\$240
Administrative	
Administrative Assistant	\$70
Administrative Assistant I	\$85
Administrative Assistant II	\$95
Administrative Assistant III	\$105
Marketing Administration I	\$95
Marketing Administration II	\$125
Director of Marketing	\$155
Office Administration	\$75
Office Administrator I	\$125
Office Administrator II	\$130
Office Administrator III	\$135
Expenses	
Bond Prints (Per Sheet)	\$1.75
Mylar Prints (Per Sheet)	\$11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

 **Non-Collusion Affidavit**

NON-COLLUSION AFFIDAVIT

A completed, signed, and notarized form shall be submitted with the RFQ.

The firm submitting a proposal, under penalty of perjury under the laws of the United States and the law of the State of North Carolina, certifies that neither she, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract.

By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME: WITHERSRAVENEL, INC.

BIDDER/RESPONDING REPRESENTATIVE: C. CHAN BRYANT, PE



Sign

Print

1/23/24

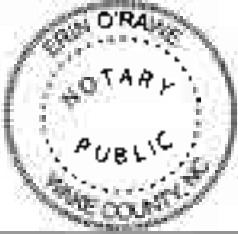
Date

 **Non-Collusion Affidavit**

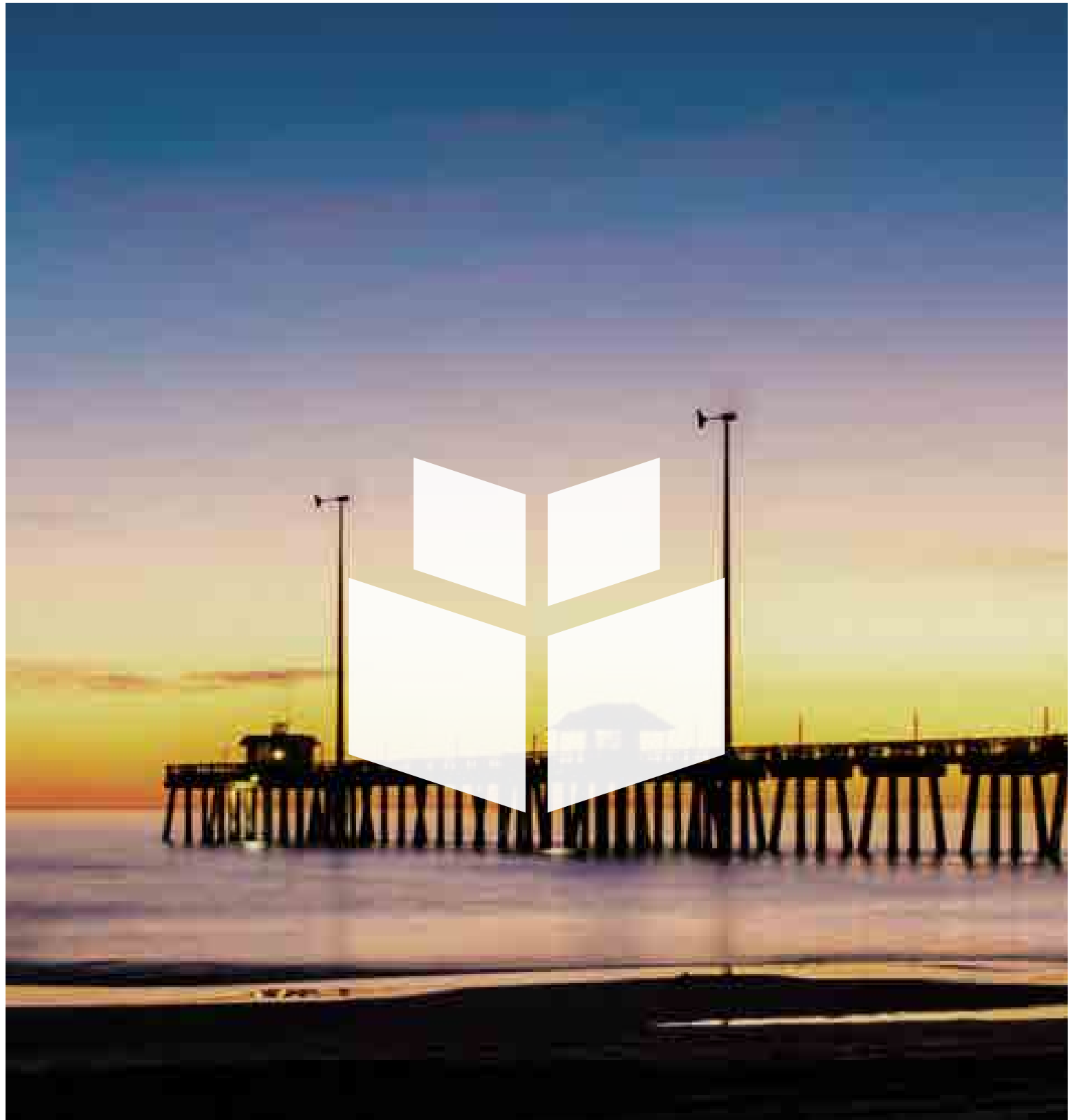
NOTARY-
North Carolina State Wake County

I, Erin O'Rawe, a Notary Public for said
County and State, do hereby certify that
C. Chan Bryant personally appeared before
me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 23rd day of July of 20 24.

(Official Seal) 

Commission Expires: 10/18/26



THANK YOU!



WithersRavenel
Our People. Your Success.



DARE COUNTY PARKS & RECREATION NEEDS ASSESSMENT

LANDSCAPE DESIGN SERVICES

JULY 26, 2024

DESIGNWORKSHOP



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Design Workshop,
Inc.

Landscape
Architecture
Planning
Urban Design
Strategic Services
Environmental
Graphic Design

621 Hillsborough St.
Suite 202
Raleigh, NC 27603
919.973.6254
designworkshop.com

July 26, 2024

Dare County Special Projects & Procurement Manager
Attention: Dustin Peele
954 Marshall C. Collins Drive
Manteo, NC 27954

Re: Dare County Parks & Recreation Needs Assessment

Dear Dustin and Dare County Board of Commissioners,

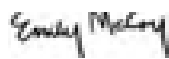
Parks and Recreation sites hold immense significance for Dare County, serving as integral components to the livability, success, and health of fellow residents. These open spaces provide vital ecological services mitigating rising temperatures, improving air quality, and supporting biodiversity. Dare County parks and facilities are vital recreational outlets, facilitating physical activity and promoting public health and well-being in a region that is changing rapidly. Our team understands that parks and recreation facilities serve as social hubs, fostering interactions and opportunities for local expression.

With a deep-seated dedication to parks, programming, and recreational facilities, we hope this document showcases the breadth of opportunities and ideas our team can offer for your plans. On our team we have included trusted partners; Ballard*King and Associates, who contribute their expertise in programming and operations, and Coastal Engineering and Surveying, with their local knowledge, will assist in park and facility condition assessments.

We have been trusted with projects of all scopes and sizes throughout our 50+ year history. Our design team has managed comprehensive public engagement processes; comparative analysis; evaluation of the efficacy of existing parks, recreation facilities and programming; and the nuanced understanding of current trends. We bring an experienced perspective to the overlapping needs of visitors and local populations, the range of park access by geographic and demographic groups, potential for parks to strengthen environmental resiliency, and the opportunity to anticipate future needs.

Our team would be honored to conduct the needs assessment for Dare County Parks and Recreation. We hope you consider our team for this important effort. Should you need any additional information or have any questions, please feel free to contact me, Emily McCoy at emccoy@designworkshop.com or 919.794.7852.

Respectfully,



Emily McCoy, FASLA, PLA, SITES AP
Principal-in-Charge

DESIGNWORKSHOP

Meet Our Project Team

Design Workshop

**Landscape Architecture,
Public Engagement,
Assessment & Analysis**

We are a team of forward-thinking planners, designers, engineers, and market specialists united by our interest in helping communities leverage their assets, grow sustainably, and preserve their sense of place. In addition, this is a team that has assessed, designed, and built numerous award-winning parks. We bring a holistic understanding not only of park systems and management, but of how park systems are best created and utilized.

Design Workshop is an international design studio integrating the fields of landscape architecture, urban design, planning, economics and engagement. Since the first 'Workshop' in 1969 founded at NC State University, the firm continues to innovate with each generation, informed by changing economic context and the natural systems impacting our communities. Our performance-based approach yields measurable results and projects that stand the test of time. In other words, we don't just hope for sustainable projects; we rely on our process to deliver them. We call this process DW Legacy Design®.

Coastal Engineering & Surveying, Inc.

**Park Conditions
Assessments**

Certified NC Disadvantaged Business Enterprise (DBE) and Minority Business Enterprise (MBE).

NC and Federal Historically Underutilized Business (HUB) Zone.

Through 32 years of business, CE&S has upheld their pledge of excellence and customer service. They are leaders in providing construction design and engineering services for the Outer Banks areas and beyond by committing to providing quality, cost effective and timely services. Our specific experience consists of analyzing, designing, and preparing construction bid documents, construction procurement and construction administration. CE&S has proven to continuously create innovative design concepts with quality and value engineering as a top priority.

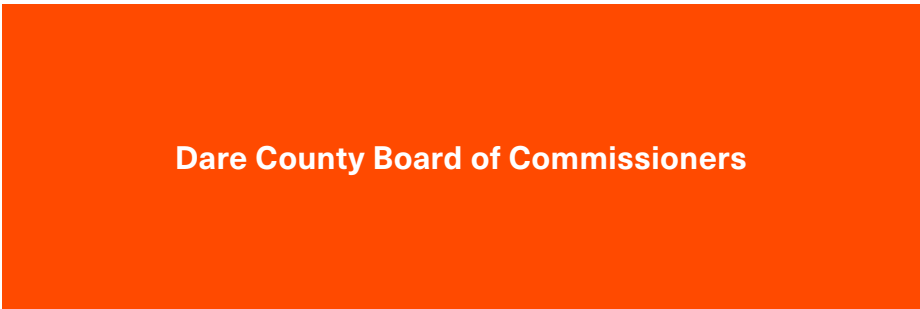
Ballard*King & Associates

**Operations, Maintenance &
Programs Planning**

Established in 1992, Ballard*King & Associates (B*K) is a renowned consulting firm specializing in recreation planning and operations. They focus their master planning efforts on recreation programs and services, organizational planning, and maintenance. They foster enduring relationships, collaborate closely with community leaders, stakeholders, and partners in both the public and private sectors. Recognized for their ethical integrity and commitment to client satisfaction, they have completed over 800 projects nationwide, including master plan studies and partnerships with over 100 firms.



Team Structure

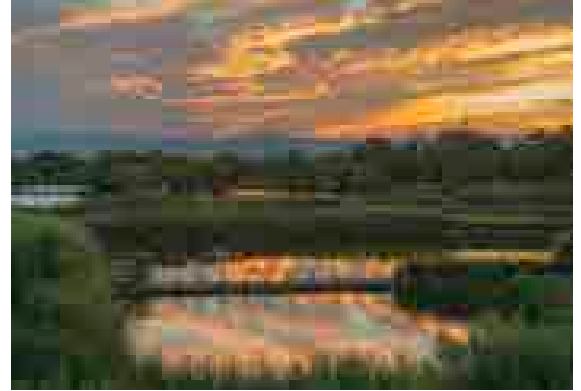


Community & Key Stakeholders



Coastal Engineering & Surveying, Inc., Park Conditions Assessments
Carlos F. Gomez, Sr. Civil Engineer & Surveyor
Natalie Garrett, Construction Coordinator & Landscape Designer

Ballard*King & Associates, Operations, Maint. & Programs Assessment
Scott Caron, Operations & Maintenance Lead



Design Workshop

Education

Master of Landscape
Architecture, North Carolina
State University

Bachelor of Ecology, Evolution
and Environmental Biology,
Appalachian State University

Licensure and Certifications

Professional Landscape
Architect:
NC #1832, PA, VA, MD, SC, AL,
GA, FL

Certified Associate Ecologist,
Ecological Society of America

Professional Affiliations

Associate Professor of
Practice at NC State University
(Landscape Performance
Metrics, GIS for Environmental
Design)

Landscape Architecture
Foundation Board

Recent Awards and Honors

National ASLA Award for
Analysis and Planning Beaufort
County Green Print Plan

Colorado ASLA Award for
Analysis and Planning Loudoun
County Linear Parks & Trails Plan

SERC ASLA Honor Award for
Communications Kellam-Wyatt
Farm

Emily McCoy

FASLA, PLA, SITES AP

PRINCIPAL-IN-CHARGE

As a Landscape Architect and Ecologist, Emily's technical expertise and experience on complex projects allow her to be a valuable asset for project teams collaborating to create responsive, authentic, and inspiring places for people. Throughout her 17+ years of practice, Emily's professional and academic research has focused on working with communities and governmental agencies to maximize the value the outdoor environment can have in achieving environmental, social, and economic sustainability. This work has resulted in innovative and award winning projects that serve as proof that sustainable approaches to the outdoor environment can be innovative, effective, and economically viable.

Select Project Experience

Kellam-Wyatt Farm Preserve – Raleigh, NC

Smoky Hollow Park – Raleigh, NC

Neuse River Park –Raleigh, NC

Eastfield Park – Huntersville, NC

James Island County Park – James Island, SC

Emma Webb Park – Kinston, NC

Asheville Comprehensive Parks and Recreation Plan –Asheville, NC

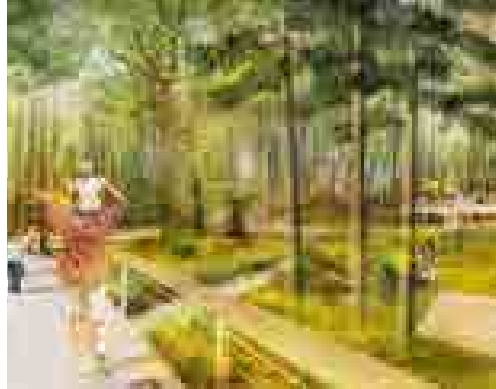
Bailey Drive at Walnut Creek Wetland Park – Raleigh, NC

NCTA Building at Hammocks Beach State Park – Swansboro, NC

Loudoun County Linear Parks and Trails Plan– Loudoun County, VA

Jekyll Island Passive Park & Ecological Restoration – Jekyll Island, GA

NC Museum of Art, East Building & Museum Park Improvements –
Raleigh, NC



Design Workshop

Education

Master of Landscape
Architecture, North Carolina
State University

Bachelor of Interior Design, East
Carolina University

Professional Affiliations

American Society of Landscape
Architects

North Carolina ASLA Chapter
Secretary

Recent Awards and Honors

National ASLA Award for
Analysis and Planning Beaufort
County Green Print Plan

Colorado ASLA Award for
Analysis and Planning Loudon
County Linear Parks and Trails
Plan

North Carolina ASLA Award for
Analysis and Planning Daniel
Stowe Botanical Garden

City of Raleigh Appearance
Commission Community Design
Bailey Drive Gateway at Walnut
Creek Park

SERC ASLA Honor Award for
Communications Kellam-Wyatt
Farm

Brenna Laffey CDT

PROJECT MANAGER

Brenna's experience and interests translate across multiple scales of intervention, from large-scale systems thinking, to place-making and crafting thoughtful details. With projects ranging from comprehensive planning to public gardens, parks, and mixed-use developments, she believes that design at any scale can be a powerful medium in addressing complex issues and advocates for equitable, meaningful, and sustainable solutions for resilient communities. Brenna is experienced in project management, site and geospatial analysis, community engagement, and graphic communication and has a passion for working with multi-disciplinary teams in the realm of resiliency and environmental justice.

Select Project Experience

Asheville Comprehensive Parks and Recreation Plan – Asheville, NC

Loudoun County Linear Parks and Trails Plan – Loudoun County, VA

Hendersonville Parks & Greenspace Plan – Hendersonville, NC

Eastfield Park – Huntersville, NC

James Island County Park – James Island, SC

Kellam-Wyatt Farm Preserve – Raleigh, NC

Daniel Stowe Botanical Garden Master Plan – Belmont, NC

Bailey Drive at Walnut Creek Wetland Park – Raleigh, NC

Jekyll Island Passive Park & Ecological Restoration – Jekyll Island, GA

Beaufort County Comprehensive Plan – Beaufort, SC

Baldwin County Future Land Use Plan – Baldwin County, AL

Team Qualifications



Carlos F. Gomez
PLA

Civil Engineer and
Surveyor

**Coastal Eng. and
Surveying**

Education

Master of Civil Engineering, West
Virginia University

Bachelor of Civil Engineering,
West Virginia University

Licensure and Certifications

Professional Engineer: NC
#014071, VA #046372, WV
#01827

Professional Land Surveyor NC
#L-3241

Carlos has 41 years of engineering and surveying related experience in our coastal environment and throughout the state of North Carolina for public and private work. Carlos has extensive surveying and civil engineering experience regarding roadway design, bridges, and structural work for NCDOT and municipalities. Mr. Gomez has a wide breadth of knowledge concerning public site infrastructure improvements and site development. His experience ranges from boundary surveys to final as-built surveys, topographical surveys, construction surveys, route location, right of way work, subdivision work, deed research, field crew scheduling and coordination.

Select Project Experience

Currituck County Corolla Greenway Phase III & V – Corolla, NC
Dolphin, Coral and Mackerel Walkovers – Corolla, NC
Corolla Bay Sound Side Amenity Park – Corolla, NC
Corolla Village Road Phase I & III – Corolla, NC
Moor Shore Roadscape – Kitty Hawk
Edenton Bay – Chowan County



Natalie Garrett PLA

Construction
Coordinator

**Coastal Eng. and
Surveying**

Education

Bachelor of Landscape
Architecture, North Carolina
State University

Licensure and Certifications

Professional Landscape Architect
NC #2046

Landscape Contractor NC #0781

Natalie has worked in the field of landscape architecture and design, horticulture and landscape contracting for 20+ years. Her professional experience began at local garden centers and progressed to working in landscape architecture firms in San Diego, California. Within her landscape architectural experience, she has worked on a variety of projects from linear parks, handicap-accessible children's parks, and sports fields along with other multi-family, commercial, public and private projects. Her work has evolved into Civil Design and Planning assistance at CE&S along with assisting with Construction Supervision.

Select Project Experience

Currituck County Corolla Greenway Phase III & V – Corolla, NC
Corolla Bay Sound Side Amenity Park – Corolla, NC



Scott Caron

Operations and
Maintenance Lead

**Ballard*King and
Associates**

Education

Bachelor of Parks, Recreation &
Tourism, U of MO

Licensure and Certifications

Certified Parks & Recreation
Professional

Scott began working with Ballard*King & Associates in 2017 and brings over 25 years of experience in parks and recreation. During his time with B*K, Scott has utilized in-depth data and analysis to guide clients through the master plan process. His involvement with projects includes feasibility studies, master plans and operational assessments. Prior to joining B*K, Scott held several positions while working within a wide variety of different governance, including recreation commissions, park districts, and municipalities. As a former Parks and Recreation Director, Scott led the approval, design, and construction of projects in excess of 50 million and managed both indoor and outdoor facilities.

Select Project Experience

Mecklenburg County Comprehensive Recreation Fee Study –
Mecklenburg County, NC

Parks and Recreation Master Plan – Greenville, NC

Parks and Recreation Master Plan – Fort Wayne, IN

Parks and Recreation Master Plan – Woodstock, IL

Parks and Recreation Master Plan – Claremore, OK

Parks and Recreation Master Plan – Palmetto Bay, FL

Parks and Recreation Master Plan – Pompano Beach, FL

Asheville Comprehensive Parks and Recreation Plan

Asheville, North Carolina

Design Workshop

Crafting a sustainable approach to parks and recreation planning

The City of Asheville, nestled within the Blue Ridge Mountains, is home to the first nationally accredited municipal recreation department in the US and has over 55 public parks, playgrounds, and open spaces. The City engaged Design Workshop to create a Comprehensive Parks and Recreation Plan to realize Asheville's vision for every community member's access to a high-quality and connected system of parks.

The planning process began with a Community Needs Assessment. Prioritizing equitable access and experiences, the team led robust and transparent engagement. This informed comprehensive planning that incorporated climate justice action items, identification of goals for environmental and social resilience, and an actionable plan for long term success and financial sustainability.

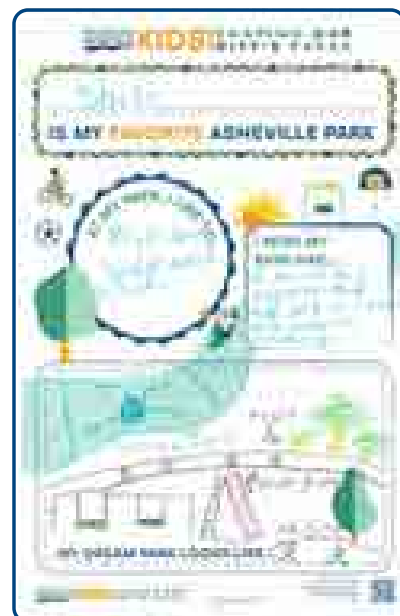
The final plan fosters an achievable vision within Asheville's unique cultural heritage and environmental setting.

Client

City of Asheville

Services Provided

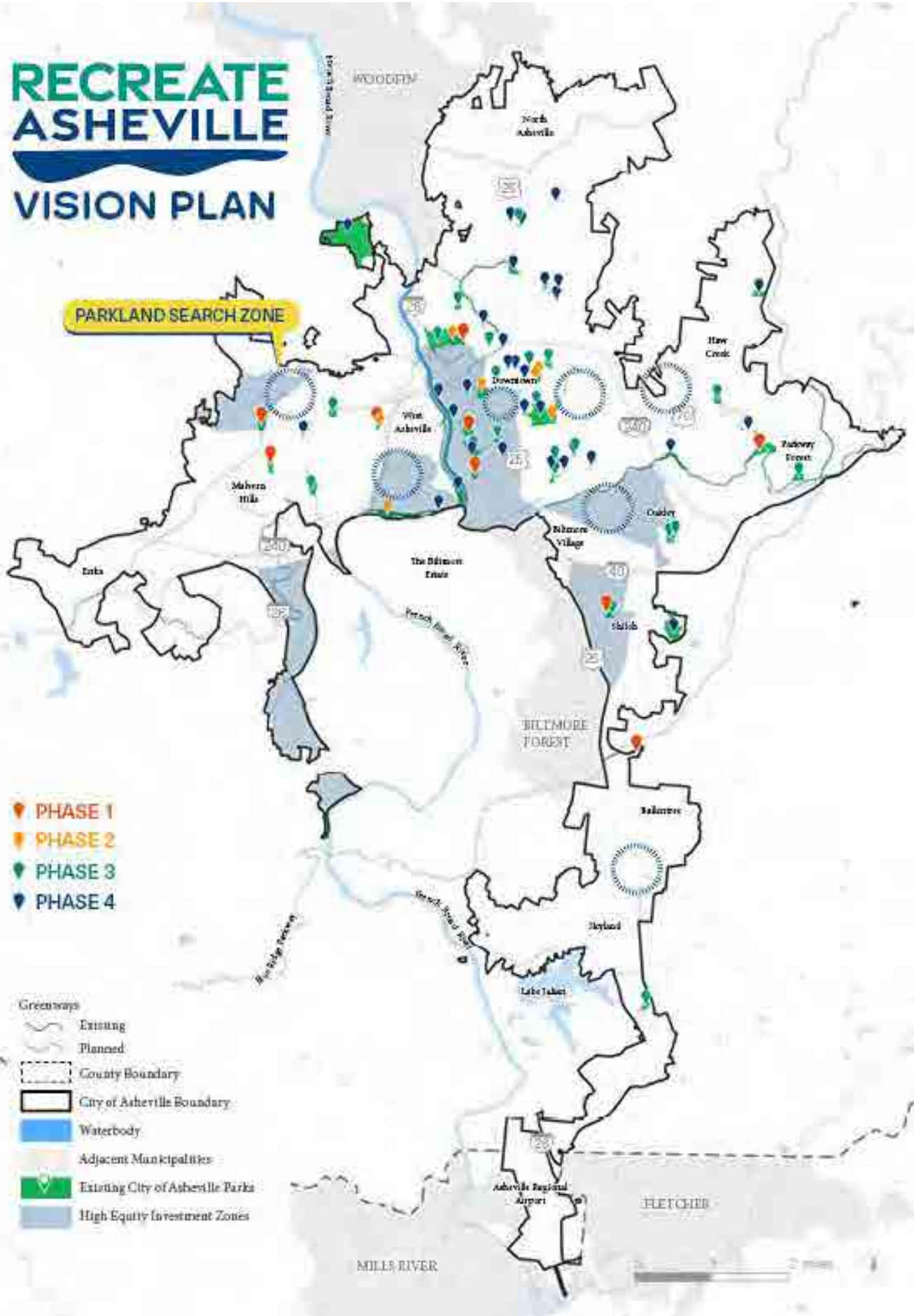
Park Master Planning, Community and Stakeholder Engagement, Resilience Planning



RECREATE ASHEVILLE

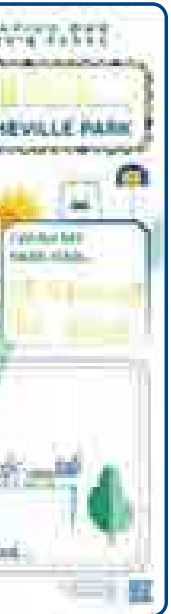
VISION PLAN

PARKLAND SEARCH ZONE



- 📍 PHASE 1
- 📍 PHASE 2
- 📍 PHASE 3
- 📍 PHASE 4

- Greenways
 - Existing
 - Planned
- County Boundary
- City of Asheville Boundary
- Waterbody
- Adjacent Municipality
- Existing City of Asheville Parks
- High Equity Investment Zones



Loudoun County Linear Parks and Trails System Plan

Loudoun County, Virginia

Design Workshop

A roadmap to build an interconnected system which protects the county's abundant resources

Loudoun is rich in streams and other natural and historic corridors that span the county. Design Workshop worked with Loudoun to develop a county-wide linear parks and trails plan to protect and link the county's diverse natural, cultural and recreational resources.

The plan balances the needs of the county's trail users—including hikers, joggers, commuters, cyclists, horseback riders, bird watchers and history buffs—while building new connections between the county's rural area and its rapidly growing communities to the east. The plan guides the inclusion of new trails and natural corridors as part of larger development projects, and collaboration with private landowners to connect existing private trails and corridors.

The project team trained dozens of volunteers to utilize ArcGIS mapping tools in a coordinated, county-wide inventory and assessment of existing trails.

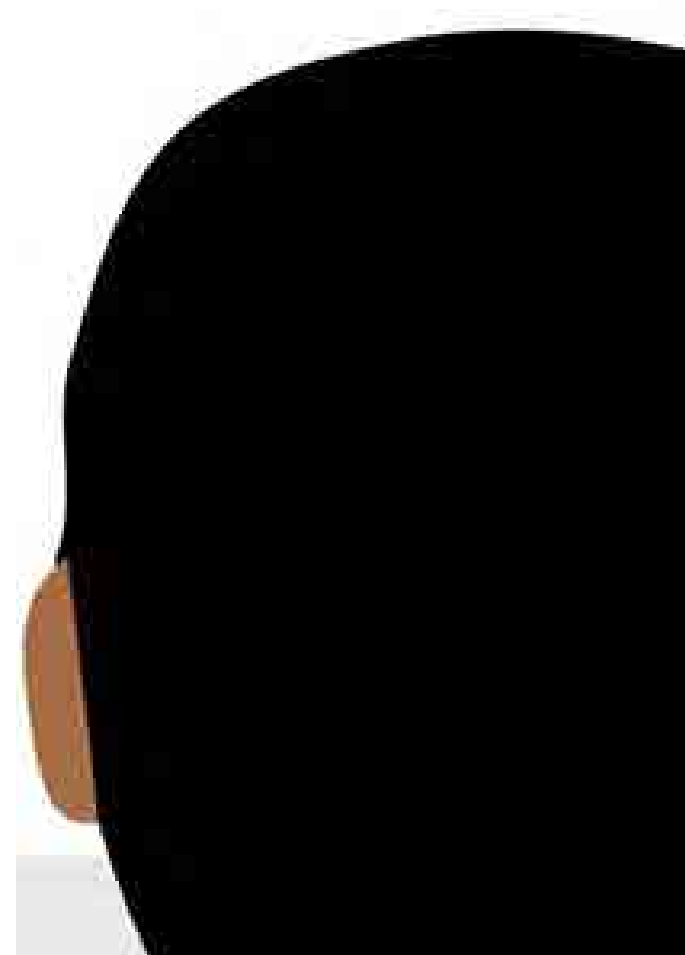
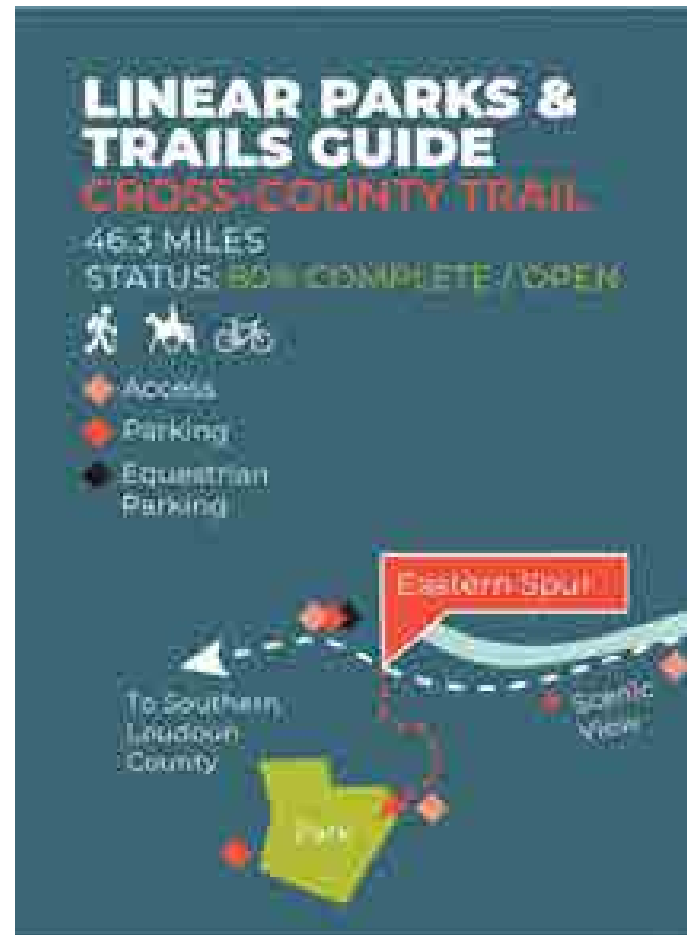
Client

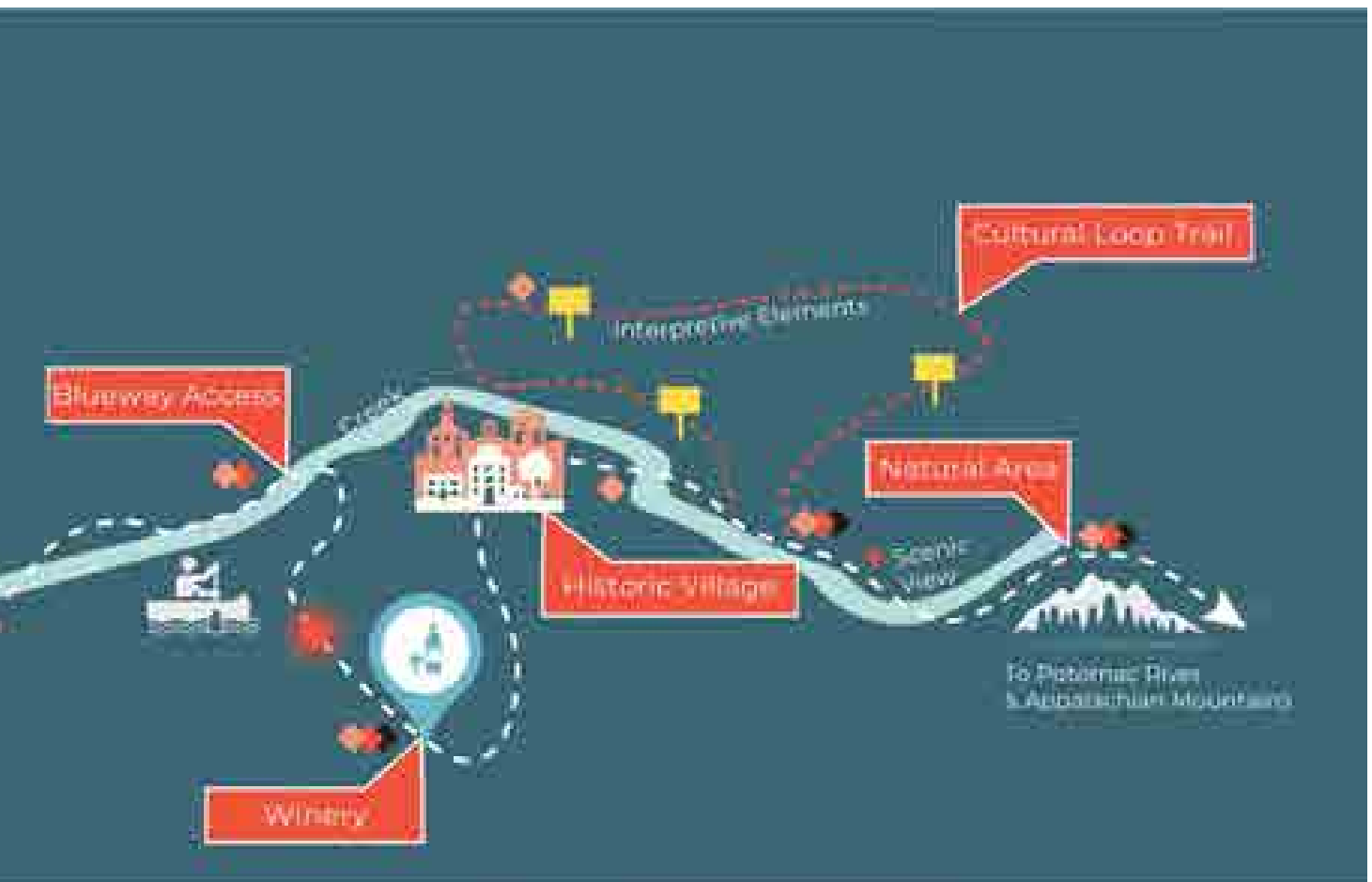
Loudoun County

Services Provided

Master Planning, Conceptual Design

**ASLA COLORADO
MERIT AWARD FOR ANALYSIS
& PLANNING**





Chattanooga Parks and Outdoors Plan

Chattanooga, Tennessee

Design Workshop

Creating an equitable plan for Chattanooga's recreational assets

Chattanooga is known for its breathtaking natural scenery and world-class downtown parks. However, not all residents benefit equally from the City's outdoor resources, so Design Workshop was hired to create a strategic vision to unify and guide the development of the park, trail, and greenway system.

The parks and outdoors plan (POP) offers a community-driven vision for high-quality parks and greenways that serve all residents equitably, promote health and wellness, protect natural resources, and connect people to each other and their natural and cultural landscapes. The team worked with local and regional stakeholders and residents to capture the community's boldest ambitions for their park and trail system. In addition, the team guided the City through a Total Asset Management process to create an inventory of recreational assets and support the development of data-driven staffing and budgeting plans.

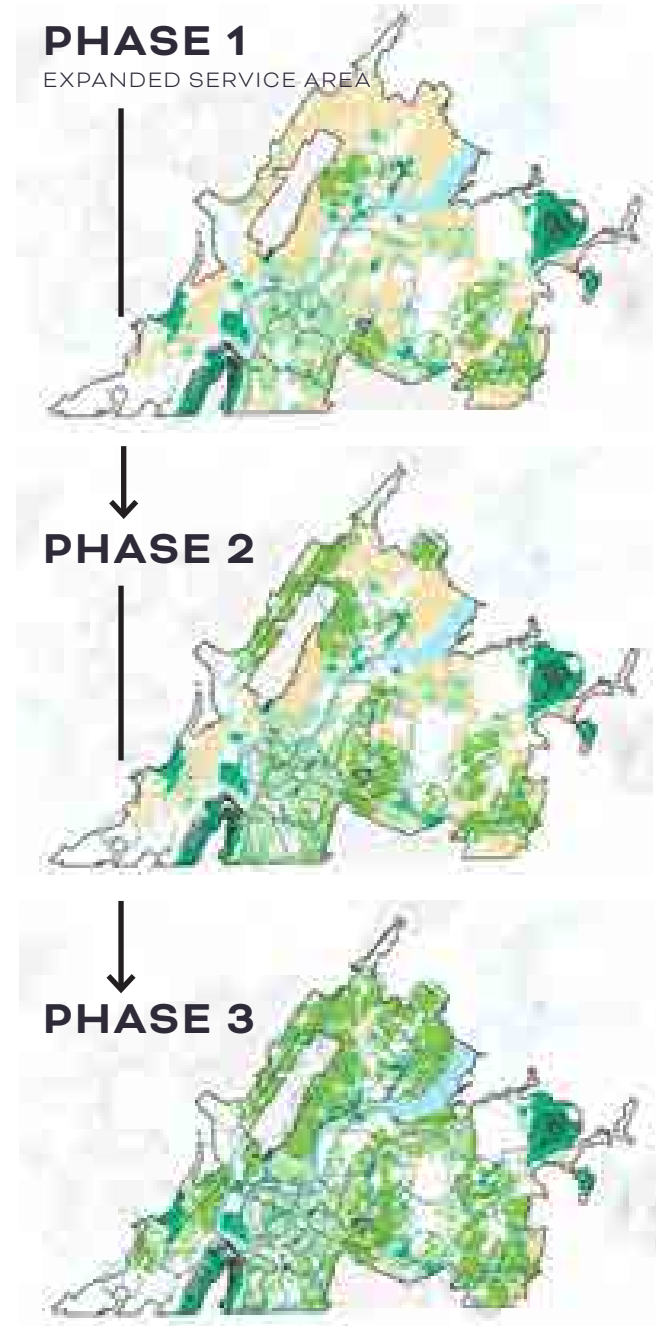
The final POP includes concrete ways to support regional trail and land conservation priorities, as well as phased implementation grounded in the realities of park and trail financing, operations, and maintenance.

Client

City of Chattanooga

Services Provided

Master Planning, Park Planning, Engagement



POP
Driving
Principles:

ACCESS



EQUITY



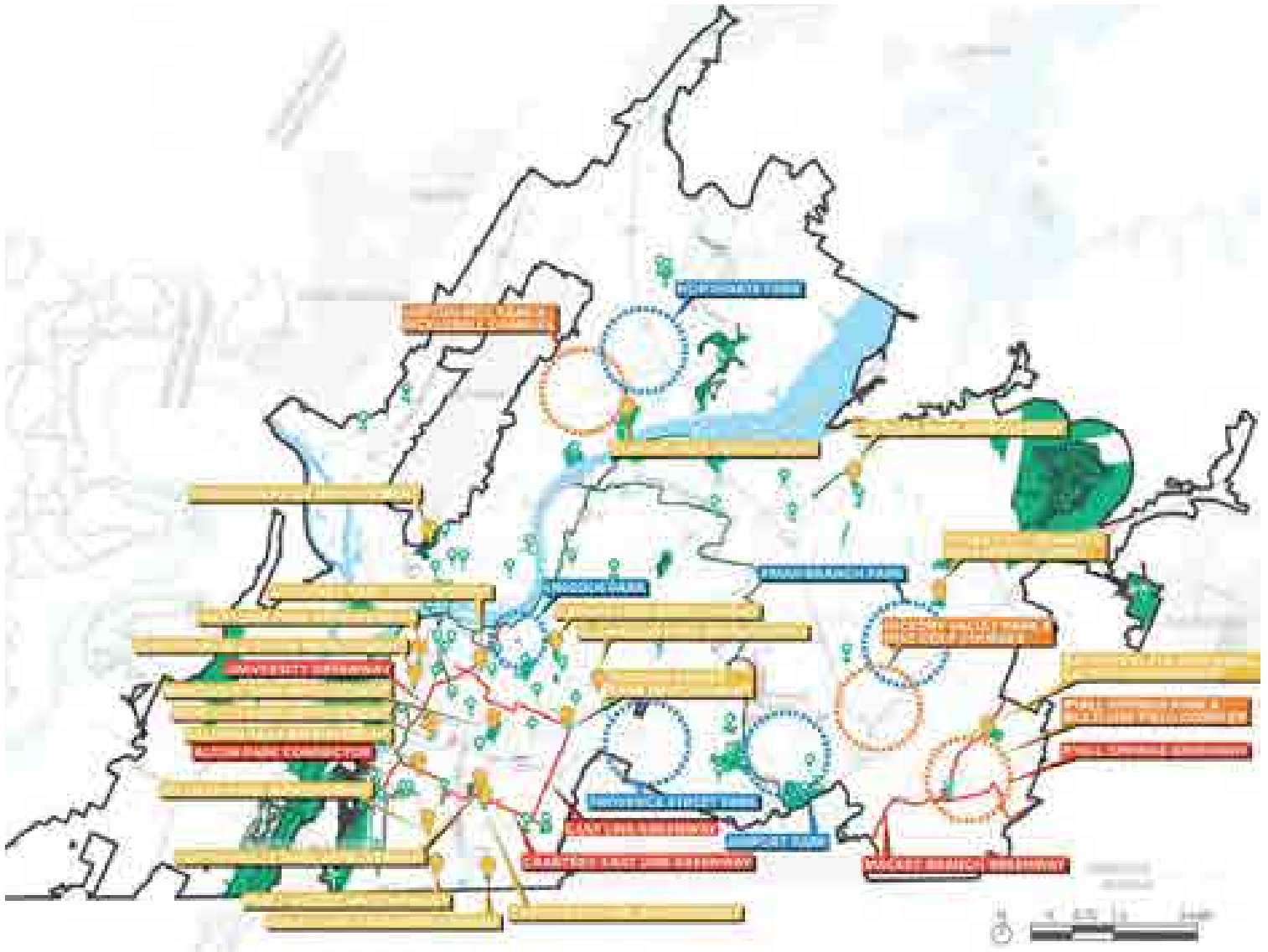
NATURE



PLACE



QUALITY



Fairfax Parks, Recreation, Open Space & Access (PROSA) Plan

Fairfax County, Virginia

Design Workshop

A roadmap to build an interconnected system and expand access to complete park experiences

Fairfax County engaged Design Workshop to develop a PROSA strategy to provide a county-wide roadmap for improved park access, a balance of recreational experiences, and habitat connectivity. This plan is a data-driven approach to guide park investments so that all communities have access to a quality park, no matter where they live in Fairfax County.

Park access is not only focused on getting to a park within a 10-minute walk from home, but also about the recreation experiences available. The PROSA plan balances amenities and opportunities to allow users to recreate in different ways. Complete park access looks at the types of activities within parks to provide a diversity of recreational experiences within a community and county-wide.

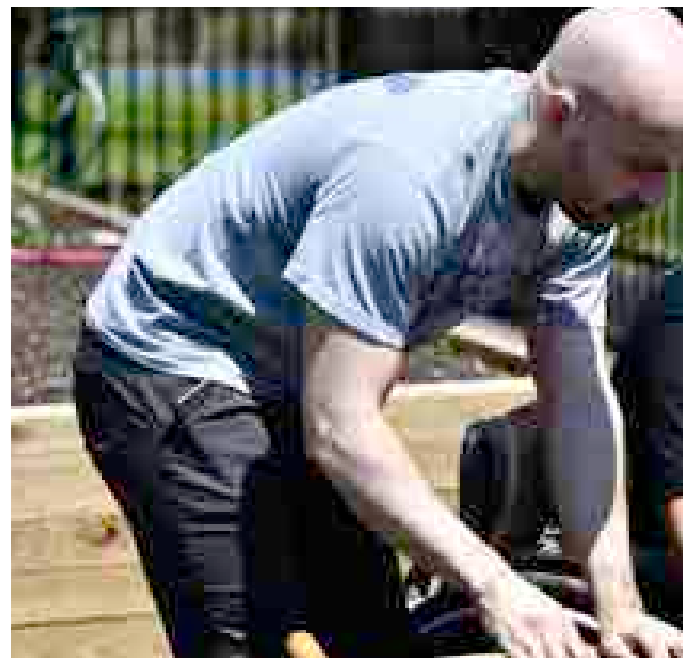
Client

Fairfax County Park Authority

Services Provided

Master Planning, Park Planning, Engagement, Strategic Planning

VIRGINIA APA
2024 PLAN OF THE YEAR





Comprehensive Citywide Parks and Recreation Master Plan

New Orleans, Louisiana

Design Workshop

Guiding the vision for a more equitable parks and recreation system

The Mayor of New Orleans led an effort to propose a more equitable distribution of support for the city's four major park agencies and increase collaboration. After the proposal was approved, the City selected Design Workshop to create a citywide parks and recreation master plan that focuses on expanding equitable access and environmental resilience through parks, recreation, and green spaces.

Key to the success of this plan was engaging the community and residents of New Orleans. The team trained community members to act as 'park ambassadors' to spread the word about the planning process. Additionally, these ambassadors collected field data to build out the city's inventory of park assets and their condition. This data informed the strategic build out and funding of the park system over time. The final plan created a vision for an equitable parks and recreation system that prioritizes all neighborhoods and safe access to parks.

Client

NORD Foundation, City of New Orleans

Services Provided

Park Master Planning, Community and Stakeholder Engagement, Resilience Planning





VanPlay

Vancouver, British Columbia, Canada

Design Workshop

Using powerful, equitable and visionary tools to plan for the future of parks and recreation

In the City of Vancouver, players from coyotes to goalies sweat, bloom, sing, and swim in Vancouver's network of 3,100 acres of parkland, 28 kilometers of seawall and 175 neighborhood facilities. To address equity in access to parks and recreation, the Vancouver Parks Board engaged Design Workshop to complete the city's first system-wide master plan in more than 25 years.

The team used innovative engagement techniques that garnered over one million digital impressions in the first six months and 30,000 community conversations. These conversations together with leading-edge analysis techniques led Design Workshop to draft a plan that creates a framework for equity over the next 100 years, while facing one meter of sea level rise, aging infrastructure, and rising social inequality.

Client

City of Vancouver

Services Provided

Master Planning, GIS Analysis, Community Engagement, Branding

**ASLA NATIONAL
HONOR AWARD IN ANALYSIS
& PLANNING**

**ASLA NATIONAL
HONOR AWARD IN COMMUNICATIONS**

**ASLA COLORADO
HONOR AWARD IN EQUITY,
INCLUSION & DIVERSITY**





All eyes on the **Future...**



Our Approach

Project Understanding

Parks and open space have the proven capacity to maintain a high quality of life, while providing places for respite and recreation, and connections with nature. By first aspiring that our open spaces, parks and facilities are multi-functional, economical, ecologically healthy, culturally relevant and artfully inspiring, we can begin an important journey to unravel this complex task of molding public open space to improve the quality of life for all. Dare County's Parks and Recreation System will anchor the county as one of the best places to live, visit and work along the coast and in the region. As a needs assessment informed by everyone, it will serve many generations and provide meaningful experiences to come. From our review of existing information, it appears there are several themes which we should consider when imagining the future of the parks and open space system.

Dare County Parks and Recreation, with its three divisions (Northern Beach, Roanoke Island/ Mainland, and Hatteras Island) offer a wide range of programs and activities for the community. The Design Workshop team has relevant project experience that we feel will best serve Dare County to continue to be a world-class and unique park and recreation system, offering more recreation resources

than most other counties in North Carolina. This experience includes working with communities that are popular tourism destinations, positioning clients for grant funding and accreditation if desired, listening to the community and reflecting their vision in the final plan, anticipating balancing operations and maintenance with new and improved facilities, layering in environmental resource protection in coastal communities, and responding to current trends in parks and recreation, such as new demands for activities such as pickleball, multi-use paths and water activities and providing tailored programming for all ages and abilities.

A Citizen-Driven Process

We are fierce believers in a citizen-driven process. It is important that the Dare County Parks and Recreation Needs Assessment process casts a wide net. We have designed a community engagement process that is innovative, inclusive, and fun. We have outlined specific steps to reach underrepresented populations and those without access to digital tools. Our intent is to make all aspects of the process as accessible as possible and to conduct meetings in all geographic regions—to bring outreach to the people of Dare County.

Every stakeholder has an expectation for influence and a preferred communication style. Many well-orchestrated

outreach efforts only attract small crowds, sometimes with the same participants from meeting to meeting. We go to where people are and reach out in the most convenient, accessible ways possible. Our facilitators encourage people to speak up and vent when needed; provide clear, timely and transparent communication; and speak plainly so that concepts are understandable. We go the extra mile to welcome people into the planning conversation and ensure they feel heard, because we know that's what it takes to develop a document that reflects the community's needs.

Identifying and Prioritizing Stakeholders

A successful public engagement plan (PEP) begins with an analysis of study area demographics and a development of comprehensive stakeholder database. We will utilize the most current U.S. Census and American Community Survey 5-year Estimates to develop an understanding of the study area's resident demographics. We will use this information throughout the Needs Assessment to understand who we are receiving data from and what targeted outreach efforts are needed to gather representative data.

We anticipate some of the following potential focus groups. This list is not exhaustive, and we will determine the actual topics and participants with the



Smoky Hollow Park, Raleigh, NC

County staff at the project kick-off meeting.

- Parks and Recreation Advisory Council
- Operations and Facilities
- Programming and Event Providers
- Youth and Families
- Sports and Recreation Leagues and Associations
- Universal Design, Inclusive Design and ADA-compliance
- Public Health and Safety
- Growth, Tourism and Future Plans

Venues for Active and Passive Recreation

Parks also provide a venue for active recreation in the County through playgrounds, sports fields and courts, aquatic facilities, recreation centers, and fitness programming. In all communities, there is a dynamic tension between the use of parkland for contemplative spaces and passive activities and more active recreation. Through the community engagement process, we will help to evaluate that balance and ensure that a wide range of park and recreational space needs are assessed. Dare County's access to waterways presents unique considerations that can be opportunities for expanded partnerships and funding that combine natural resource protection and enhancement, with recreation.

Finance, Operations and Maintenance

The provision of park and recreation facilities must be balanced with a clear understanding of the financial requirements to operate the current system in addition to constructing new park improvements, addressing deferred maintenance, operating the overall system, and acquiring new parkland in response to a growing population.

A key part of our needs assessment study and analysis will be to understand the various methods by which park operations, capital improvements, deferred maintenance, and land acquisition may be funded including general fund revenue, earned income, charitable contributions, and real estate activities. We will also examine

Approach

the organization strategy and staffing levels, as well as examine additional ways to improve the working relationship between Dare County Parks and Recreation and other park providers.

Understanding Barriers of Access to Parks and Recreation

Parks can play an integral role in the County's mobility system by providing bike paths and trails. In turn, understanding how parks can be reached by all users is a critical measure of the system's spatial equity and accessibility. Our analysis will consider travel time via walking (safe routes to parks), bike, and other methods in accessing public spaces and will examine how parks and recreation can contribute to the County's transportation strategy.

We must also look at ADA accessibility to and within parks. The park system planning process must engage internal and external partners to ensure that the assessment is comprehensive.

Pricing of programs and facilities can also be barriers to access, along with a host of design, service and facility decisions that can make some people feel unwelcome or out of place in our public spaces. Not every resident feels welcomed in every park. Through our work in Chattanooga, TN, Asheville, NC, Hendersonville, NC, Richmond, VA, Vancouver, B.C., Salt Lake County, UT, Duluth, MN, New Orleans, LA, Fayetteville, AR and

elsewhere, we have developed methodologies to identify underserved areas to address these inequities. Prioritization of park improvements is established through the community engagement process considering park conditions, growth patterns and density (which improvements serve most people), and opportunity sites. We hope to do the same for this plan, all while facilitating a community dialogue about what equity means to Dare County.

Environmental and Social Spaces

Dare County and its parks are subject to the impacts of flooding, extreme heat, high winds, and other environmental disturbances. It is our intent to understand how the County's public parks can withstand flooding and contribute to a larger stormwater strategy and overall environmental resilience. Areas subject to flooding can be criteria in defining priority investment zones.

In our park design projects and park system assessments, we incorporate resilient design approaches such as living shorelines, wetland restoration, protected greenway corridors and adaptive recreational amenities.

When these features are developed, it is also necessary to increase recreation and park department's capacity and budget accordingly to ensure these measures are maintained

and cared-for over time. Even when money flows for capital improvements, funding for deferred maintenance, and maintenance and operations is often less tangible and less appealing. For park and recreation departments to act and prioritize environmental resilience as part of their mission, they must identify creative funding approaches to maintenance operations and programming, and County leaders must include parks in resilience conversations. We have experience navigating these important conversations.

We also know that parks can address social needs by creating neighborhood gathering places and opportunities for community members to interact and build cohesion, prior to and after a disaster. The Dare County Parks and Recreation Needs Assessment can work toward this goal by elevating the role of parks in creating a sense of place and identifying areas of the County where access to nature, a walkable environment, and additional park and resilience investments should be prioritized. The enjoyment of birds and other wildlife is an important part of life in Dare County and an important consideration of environmental resiliency. With this in mind, we will consider how the park system can contribute to wildlife habitat, corridors, linkages, and the overall urban forest while forging connections between the County of Dare County residents and their natural environment.



James Island County Park Master Plan, Charleston, SC

Cultural and Historical Landscapes

We believe it is important Parks and Recreation Needs Assessment acknowledges and engages the County's important cultural and historical landscapes. We anticipate a review of data from local historical and cultural entities in compiling an inventory of cultural resources and opportunities within the park system.

A Youth-Friendly County

Nature deficit disorder, or the separation of our lives from the natural world, is a major issue for Americans, particularly for children. We believe that environmental education and connecting people to nature are linchpins of park programming and an important consideration of any park system assessment.

Diversity, equity, and inclusion in youth sports is also a topic of national debate that requires customized solutions to explore in your programmatic and facility provision. In addition to ensuring accessibility and safety for all of Dare County, a particular focus on the needs of children and younger populations will be a key component of the assessment. Design Workshop has been a leader in this field of research and deploying initiatives that advance cities' roles in connecting youth to nature.

A Balance Between Resident and Visitor Needs

The parks of Dare County serve not only local residents, but also the County's considerable visitor population with the year-population swelling from around 37,000 to 400,000 during the peak of the summer season.

Conversations will be held with tourism planners and interests in the County to ensure that the needs of visitors are met, but also to understand how the considerable use of County parks and recreation offerings by visitors impacts the ongoing condition, experience and maintenance.

Benchmarking and Comparative Analysis of Peer Cities Research

The DW team will work with the County to identify up to four peer cities of comparable size, demographics and context for comparison of Park and Recreation services, amenities, staffing and operations.

Work Plan

The following highlights of the work plan describes the overview of tasks and approaches we anticipate for delivering the elements described in the RFQ.

Community Needs and Level of Service Assessment

Task 1.0 Project Management

Design Workshop strives to ensure quality through clear communication and dialogue with our clients and amongst our team. We will set up regular standing calls, typically bi-weekly, over the course of the project.

Task 1.1 Project Startup

Design Workshop utilizes a Strategic Kickoff (SKO) workshop to effectively launch projects, organize the team of key staff members and consultants, and define critical success factors and project goals.

Following the SKO we will develop a project work plan including a detailed project schedule and timeline, deliverable deadlines, roles and responsibilities, meeting schedule, stakeholder engagement strategy and internal communication plan.

Task 1.2 Focus Groups and Stakeholder Interviews

We anticipate a series of conversations with stakeholders to gain a detailed understanding

of the Park and Recreation system history, current conditions, and future plans and vision.

Task 1.3 Countywide Survey

To be successful, the Plan must reflect the community's vision, values and needs. We will work with County staff on developing the outreach strategy. We propose offering a countywide survey to capture the community's current use and vision for the County's parks and recreation.

Task 1.4 Plan Review, Standards, and Policy Analysis

The DW team will review relevant past plans and studies identified by County staff. Existing policies, fee structure, funding sources, budget, capital improvement plans and organizational structure information will be collected and summarized in a technical memo.

We will conduct a meeting with the Parks and Recreation Advisory Council to learn the implementation successes and shortfalls of past plans and efforts, to better understand the feasibility of future recommendations.

Task 1.5 Demographic Analysis and Recreation Trends Research

The Design Workshop team will review all demographic analyses already conducted by County

staff and others and augment the analyses as needed to best understand and document the communities served and not served by parks and recreation in Dare County.

Through the analysis, we will distinguish user groups, determine changes occurring in the County, and assist in making proactive decisions to accommodate those shifts. The demographic analyses will be driven by US Census information, ESRI Spatial and Business Analyst and mobility data.

We will also apply sports, recreation, and outdoor trends to the local Dare County population and benchmarking with other communities to assist in determining the potential participation base within the service area.

For sports and recreation trends, we leverage industry knowledge from our experience working nationally in many comparable markets to Dare County, participation trends from the applicable professional associations such as National Recreation and Park Association (NRPA) and Trust for Public Land (TPL), information from benchmark communities, and additional research including:

- Age segment distribution
- Lifecycle analysis
- Core program analysis and development

- Facility gaps
- Similar provider analysis/ duplication of service
- Market position and marketing analysis
- Review of program development process
- Backstage support, or service systems and agency support needed to deliver excellent service

Data provided by the City will be used to analyze current use of recreation facilities that support recreation programs and services. Prior year data may be used to uncover trends in use and participation, and when synthesized with demographic and recreation trend findings, can inform future projections for specific aspects of programming and site utilization. Based on the information Dare County has available, this may include the type of program, user group, and ages of persons served, attendance levels, markets served and locations of program offerings.

Task 1.6 Data Collection, Inventory and Analysis of Parks, Recreation and Open Space Resources

We have found that beginning the planning process with comprehensive data collection and mapping is essential for understanding the lay of the land, including the interrelated social, economic, environmental

and built systems that help to define local issues. These maps help to unearth gaps and opportunities, establish a foundation of understanding, and start conversations with the community and stakeholders.

The team will work with staff to identify missing pieces in the County's GIS mapped inventory of parks, park structures and amenities, sidewalks, trails, transit, and open space and to determine a course of action for completing the database.

Task 1.7 Park Classifications, Level of Service Analysis, and Total Asset Management

We are a major proponent of the application of Total Asset Management strategies to parks, recreation, trails and open space systems and have conducted such work in multiple venues such as Loudoun County, VA; Richmond, VA; Chattanooga, TN; Mobile, AL; Midlothian, TX; and New Orleans, LA. We propose a condition assessment and inventory process that can be aligned with existing County asset management workflows.

Our team will work with County staff to review and confirm, modify, or add to existing facility and park classifications, or typologies, and preferred level-of-service standards for all park sites, trails, open space amenities and indoor and outdoor facilities. These

classifications will consider park and facility size, context, population served, and nature of amenity types and services.

Facility standards include level of service standards and the population served per recreational facility and park amenity. These are based on regional, statewide, or nationally accepted parks and recreation standards, as well as Design Workshop and Ballard*King's national experience and comparison with peer/survey agencies and are adapted based on the needs and expectations of the community as expressed during our public process.

Recreation services and programs will also undergo level-of-service scrutiny to understand current capacity of the community as a whole. We recommend during the community engagement process that focus group meetings be held to identify partnership opportunities, gaps in programs and overlaps in services.

We will also review registration data for recreation programs (sports leagues, etc.) to see if County residents are well represented from across the County or if some areas of the County are underserved. This analysis can be supplemented by mobility data used to assess level of visitation and source of visitors for County park and recreation facilities. This analysis

Work Plan

will inform development of a countywide needs assessment of the existing park and recreation system.

We propose an approach that we call 'Total Asset Management 1.0,' whereby we work with park and recreation agencies to compile an asset inventory and management plan that considers the number, quality, useful life and replacement cost of existing park assets and needed investments. This is a strategic way of looking at what the County owns and how it can most effectively maintain, replace, and expand its park and recreation assets to meet community needs and priorities over time.

Our process is:

- Collect any existing County and partner inventory data of amenities such as playgrounds, ball fields, courts, trails, pavilions, natural areas and special facilities. Assess the current capacity of the system and how it compares to national and benchmark community metrics, based both on current and future projected population.
- Utilize high-resolution aerial photography and field inventory to complete the inventory of County park and recreation assets by location, including the amenities listed above in addition to square footage counts of landscape and path types.
- Ground-truth the inventory and assign facility conditions using ArcGIS Field Maps

on-site at County park and recreation facilities. With minimal training, this exercise is a great way to engage staff, partners and volunteers. Confirm the assessment through County's review and public input.

- Apply to each asset assumed values for useful life and replacement costs, resulting in a comprehensive asset inventory that captures the location, condition and life cycle cost analysis of all County park and recreation facilities.

This information would inform recommendations for infrastructure renewal and capital expenditures. It can shine a spotlight on where the County and its partners can address existing shortfalls in the park and recreation system, and it would form the basis for future County planning and decision-making, positioning the County to better communicate and advocate for current and future park and recreation facility needs.

Task 1.8 Public Engagement Workshop(s)

Our team will lead in-depth discussions and facilitated listening sessions with a broad cross-section of the community. The number and format of these workshops will be customized based on Dare County needs and the best strategy to reach the community across the Parks and Recreation Divisions and geographic areas.

Task 1.9 Needs Assessment Summary

At the conclusion of the various qualitative and quantitative inventory and analysis assessment tasks, the team will produce a summary needs assessment report and presentation to be shared with staff and stakeholders.

Task 1.10 Progress Reporting and Advisory Group Meetings

We anticipate the consultant team will participate in meetings with advisory groups at key project milestones via Zoom or in person. Additionally, materials will be provided to the Park and Recreation Advisory Council to encourage updates throughout the process. We also anticipate updates to the County staff and meetings with the Planning Board.

NON-COLLUSION AFFIDAVIT

State of North Carolina

Emily McCoy being first duly sworn, deposes and says that:

1. He/She is the Principal (title) of Design Workshop, LLC (firm's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm or person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responses, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Dare County Schools Board of Education or any person interested in the proposed contract; and

Emily McCoy
 Signature
Principal, Design Workshop
 Title

NOTARIZE

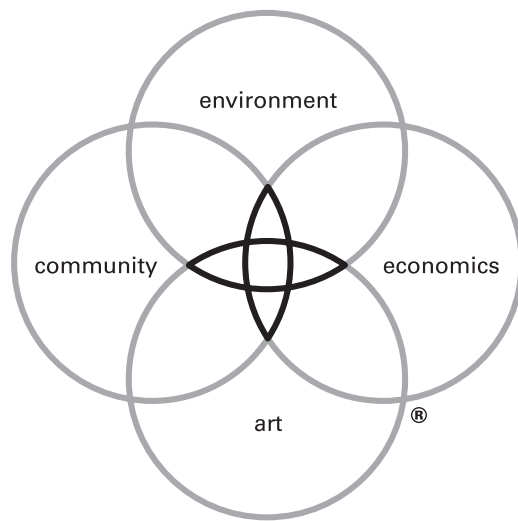
Subscribed and sworn to before me,

This 24th day of July, 2024

Notary Public Laura L. Bachinsky

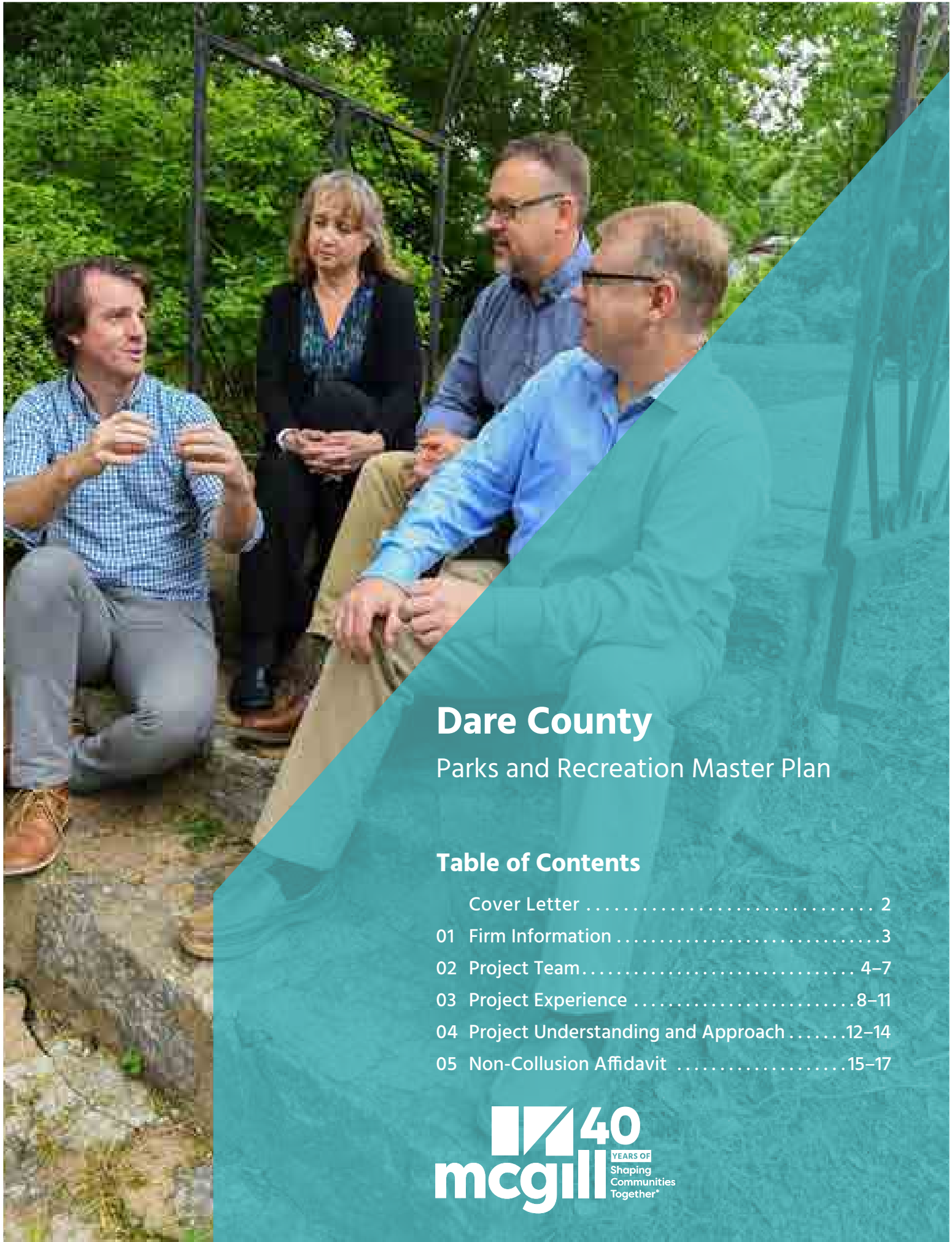
My Commission Expires: 10/3/2028





DW LEGACY DESIGN[®]

Legacy Design is the defining element of our practice. It is our commitment to an elevated level of design inquiry to arrive at the optimal solutions for clients. The process ensures that our projects reflect the critical issues facing the built environment and that they deliver measurable benefit to clients and communities. It is the foundation of the firm's workshop culture and guides all projects.



Dare County

Parks and Recreation Master Plan

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July 26, 2024

Dustin Peele
Dare County Special Projects and Procurement Manager
954 Marshall C. Collins Drive
Manteo, NC 27954

RE: Statement of Qualifications for Dare County Parks and Recreation Master Plan

Dear Dustin Peele:

McGill Associates, PA (McGill) is pleased to see that Dare County is investing time and resources into gaining a better understanding of the recreational activities that are currently being offered. Our experienced staff composed of recreation professionals has expertise in public engagement, comparative analysis, and data-driven decision making, and we are well-equipped to assist Dare County in understanding and addressing the recreational needs of its residents.

By working closely with County staff, we will deliver a report detailing a comprehensive understanding of current recreational activities and identifying areas for enhancement. Through public forums and extensive outreach efforts, we will gather valuable feedback from the community to shape future recreational offerings. While reviewing this SOQ, please keep in mind the following points:



Experience with Coastal Communities: Our team is a unique blend of professionals that has a tremendous wealth of park planning and design experience for coastal communities in North Carolina. Our team understands that each coastal community has its own unique characteristics, and we will work with you to help define and achieve your goals.



We Proactively Seek Public Input: Our team is committed to engaging with key stakeholders and the public through various outreach techniques, including surveys and public meetings. We use multiple platforms to get information and opinions from community members. By having virtual and in-person meeting options, we can reach more people and provide more inclusive and comprehensive feedback. We meet your community members where they are and when they are available.



Benchmarking Capabilities: We will conduct a thorough comparative analysis of other communities to identify best practices and opportunities for improvement. Additionally, we will assess the use and effectiveness of existing parks, open spaces, and recreation facilities in Dare County.

McGill is well-positioned to help Dare County achieve its parks and recreation goals. Please do not hesitate to reach out with any questions you may have. You can reach me by email at mike.norris@mcgillassociates.com, or by phone at 828.310.5238. Thank you for your consideration.

Sincerely,
MCGILL ASSOCIATES, PA

MICHAEL J. (MIKE) NORRIS, PLA
Land Planning and Recreation Practice Area Leader



Contact

Mike Norris, PLA

**Land Planning and Recreation
Practice Area Leader
mike.norris@mcgillassociates.com**



Office Locations



Local Office:

5400 Trinity Road, Suite 107, Raleigh, NC 27607
919.378.9111

Firm License Number: C-0459

What We Do

- Comprehensive parks and recreation master plans
- Active park master planning and design
- Passive park master planning and design
- Athletic field and complex design
- PARTF assistance
- Site lighting
- Site feasibility studies
- Pedestrian master plans and design
- Bicycle master plans and design
- Greenway master plans and design
- Open-space planning and design
- Landscaping plans
- Downtown master plans
- Streetscape and downtown revitalization planning
- Site planning and design
- Land-use planning
- Corridor studies
- Mixed-use developments
- Easement acquisition

At a Glance

Legal Name: McGill Associates, PA

Incorporated / Year: 1984

Business Type: Corporation

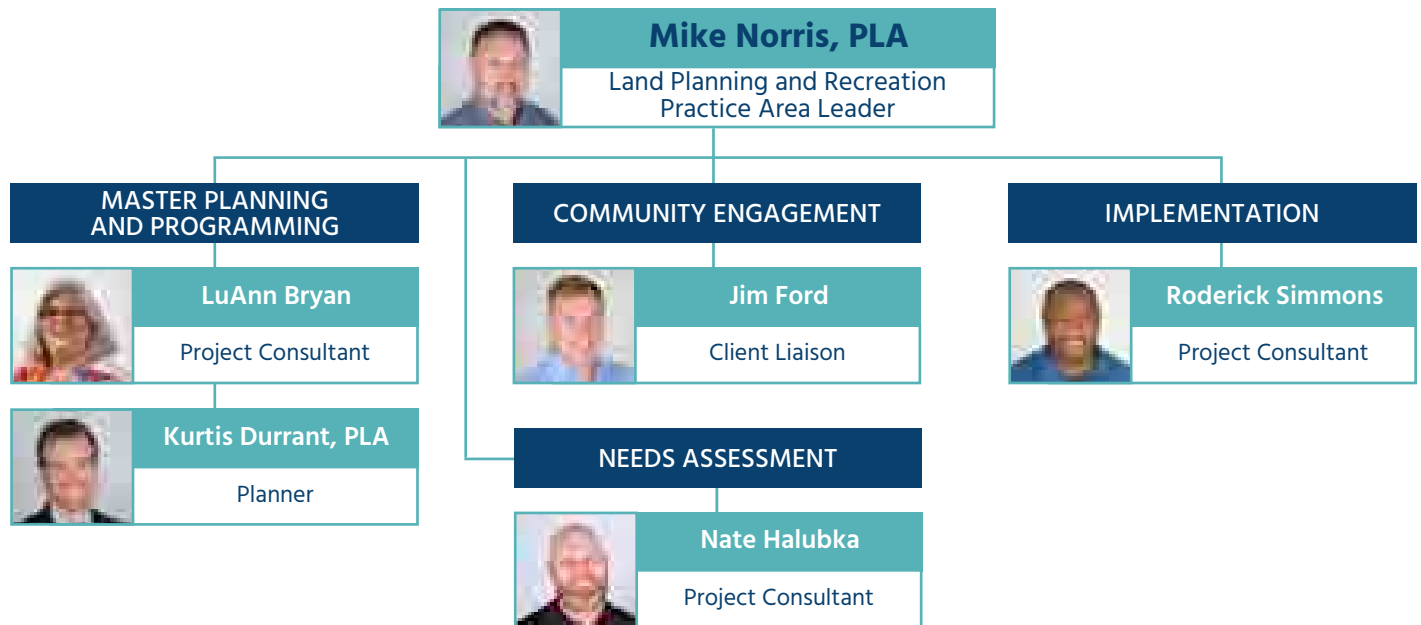
Number of Offices: 8

Number of Employees: 172



02 | Project Team

Our goal in assembling the proposed team outlined below is matching the individual and team qualifications with the expertise and experience appropriate for this project. Our comprehensive project team approach is particularly appropriate for projects where coordination, scheduling, and efficiency are important considerations.





Mike Norris, PLA

Land Planning and Recreation Practice Area Leader

Mike Norris is an award-winning, registered landscape architect with extensive experience in park master planning and design services. Mike offers expertise in all phases of landscape architecture and land planning, including master planning, due diligence evaluations, rezoning, Americans with Disabilities Act (ADA) compliance, and public information sessions. Mike has an array of experience garnering public input, and he enjoys involving the public in his projects through community meetings and charrettes, which allow him to understand the needs and culture of the community.

Education

BLA, North Carolina State University (NCSU)

BS, Environmental Design in Architecture, NCSU

Professional Licensure

PLA NC #1048

Years of Experience

27

Comprehensive Parks and Recreation Master Plan Experience

- Ashe County
- Brunswick County
- Catawba County
- Chatham County
- Currituck County
- City of Brevard
- City of Lenoir
- City of Lincolnton
- City of Shelby
- City of Southport
- City of Kings Mountain
- City of Knightdale
- City of New Bern
- Lincoln County
- Onslow County
- Pender County
- Pitt County
- Town of Cramerton
- Town of Lillington
- Town of Siler City
- Town of Shallotte
- Town of Stanley
- Town of Sunset Beach
- Town of Wendell
- Town of Winterville



Jim Ford

Client Liaison

Jim Ford is an experienced planner who creates sustainable designs through environmentally conscious open-space and low-impact development concepts. His landscape plans have helped multiple clients attain LEED gold and platinum designations. Jim serves public interests through quality landscape design and ecologically sensitive planning to help protect and restore native habitats, improve water and air quality, and provide educational opportunities for persons of all ages. His professional focus includes technical and site detailing, plants and ecology, parks planning, site design and building material use, and graphic visualization.

Education

MS, Landscape Architecture, Florida Agricultural and Mechanical University

BS, Physical Education and Sports Management, Florida State University

Years of Experience

22

Comprehensive Parks and Recreation Master Plan Experience

- Ashe County
- Brunswick County
- Burke County
- Catawba County
- Chatham County
- Chowan County
- City of Brevard
- City of Knightdale
- City of Lenoir
- City of Lincolnton
- Davie County
- Lincoln County
- Onslow County
- Pender County
- Pitt County
- Town of Lillington
- Town of Ocean Isle Beach
- Town of Holden Beach
- Town of Knightdale
- Town of Wendell
- Town of Winterville
- Village of Pinehurst



Roderick Simmons

Project Consultant

Roderick Simmons is an organized, dedicated, and caring professional with 2 years of progressive leadership experience and an extensive public administration background. He worked as the City of Asheville Parks and Recreation Director for 14 years, which gave him a deep understanding of government operations. He has also held director-level positions for Sampson County, the City of Fayetteville, and the City of High Point. He was an early adopter of implementing equity in service delivery and redesigned Asheville’s department to support this effort. Roderick created and executed the plan for a \$17 million parks bond approved by Asheville voters, including facility improvements and land acquisition. By focusing the department’s efforts on making improvements to older facilities before adding new ones, he was able to increase the standard of quality throughout the inventory of the City of Asheville’s facilities.

Education

MPA, Public Administration,
Central Michigan University

BA, Recreation Management,
Catawba College

Years of Experience

32

Experience Prior to McGill

Former Recreation Director
for the City of Asheville and
Sampson County

Comprehensive Parks and Recreation Master Plan Experience

- Chowan County
- City of Kings Mountain
- City of New Bern
- Davie County
- Pitt County
- Town of Harrisburg



Kurtis Durrant, PLA

Planner

Kurtis Durrant has been in the design field for eight years as a landscape designer, working on residential outdoor environments. During his tenure as a graduate student, he took an interest in how the outdoors can affect childhood development and a person’s health and well-being. Kurtis has taken a particular interest in motivating people, especially families, to get outdoors for physical, social, and mental health.

Education

MS, Landscape Architecture, NCSU

BS, Horticulture / Landscape
Design, NCSU

AAS, Horticulture Technology,
NCSU

Professional Licensure

PLA NC #2278

Years of Experience

8

Comprehensive Parks and Recreation Master Plan Experience

- Ashe County
- Brunswick County
- City of Archdale
- City of Claremont
- City of Greenville
- City of Lincolnton
- City of New Bern
- Currituck County
- Davie County
- Haywood County
- Lincoln County
- Onslow County
- Pender County
- Town of Black Mountain
- Town of Blowing Rock
- Town of Calabash
- Town of Holden Beach
- Town of Knightdale
- Town of Oak Ridge
- Town of Ocean Isle Beach
- Town of Pilot Mountain
- Town of Shallotte
- Town of Sunset Beach
- Town of Wendell



Nate Halubka

Project Consultant

Nate Halubka has been shaping communities as a professional in the parks and recreation industry for many years. As one of the leading experts in parks and recreation funding in North Carolina, he is an extremely valuable member of our team. For three years, Nate oversaw every PARTF, Connect North Carolina Bond, and Land and Water Conservation Fund project that came through the state of North Carolina, and before that, he did the same on a smaller scale with 25 of North Carolina’s counties. Nate is skilled in understanding and interpreting difficult regulations and putting them into simple terms for grantees, and he puts a great deal of emphasis on collaboratively problem solving with large-scale capital projects.

Education

MS, Parks and Recreation Management, University of North Carolina (UNC) Greensboro

BS, History, UNC Charlotte

Years of Experience

18

Experience Prior to McGill

Former North Carolina Parks and Recreation Grants Manager

Comprehensive Parks and Recreation Master Plan Experience

- City of Archdale
- City of Kings Mountain
- City of Lincolnton
- City of New Bern
- Chowan County
- Davie County
- Macon County
- Nash County
- Pitt County
- Town of Aberdeen
- Town of Biscoe
- Town of Black Mountain
- Town of Harrisburg
- Town of Holden Beach
- Town of Pilot Mountain



LuAnn Bryan

Project Consultant

LuAnn Bryan was the fourth female park ranger in North Carolina. Early in her career as a park ranger, LuAnn laid a new trail where the first mile was accessible for all users. The trail’s design aimed to enable individuals with mobility or physical disabilities to access the trail leading to the creek, providing them with an outdoor experience they had not been able to previously enjoy. In the late 1970s, those with disabilities did not have access to such accommodations. In the last 20 years, LuAnn has worked in multiple recreation positions, spanning from greenway planner to recreation director, where she developed a deep knowledge of parks and recreation planning, programming, and funding.

Education

MPA, East Carolina University (ECU)

MS, Recreation Resources, NCSU

BS, Parks, Recreation, and Conservation Administration, ECU

Years of Experience

46

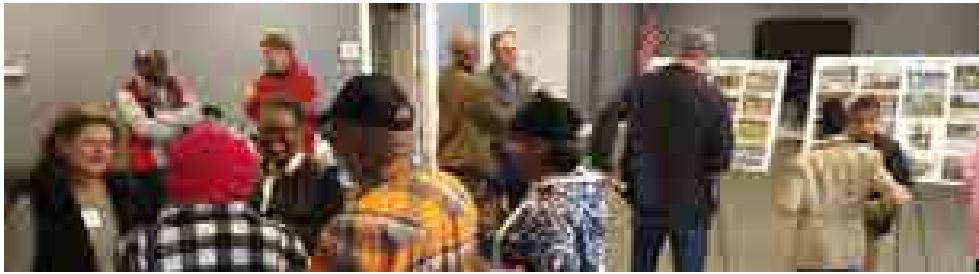
Experience Prior to McGill

Former North Carolina Recreation Resources Services Manager

Comprehensive Parks and Recreation Master Plan Experience

- Ashe County
- Brunswick County
- City of Claremont
- City of Lincolnton
- City of New Bern
- Davie County
- Chowan County
- Currituck County
- Lincoln County
- Onslow County
- Pender County
- Pitt County
- Town of Harrisburg
- Town of Holden Beach
- Town of Knightdale
- Town of Pilot Mountain
- Town of Shallotte
- Town of Sunset Beach





Client Reference

Jim Palenick, City Manager
jim.palenick@cityofkm.com
704.734.0333

Size of Community

Population: 11,638 residents
Density: 830 residents / mi²

Date Completed

In process

Project Highlights

- Arranged two public input meetings, up to six focus groups, a work session with City Council, and a public presentation
- Visual preference survey identified high interest in an amphitheater, paved multiuse trails, and baseball/softball fields

Comprehensive Parks and Recreation Master Plan

City of Kings Mountain

McGill is currently assisting the City of Kings Mountain with its first comprehensive parks and recreation master plan. This master plan, for a growing community, includes guidance on establishing a parks and recreation department. McGill designed community drop-in meetings at local attractions and events, such as Big Red's Cafe and at the City's Dr. Martin Luther King Jr. celebration. McGill is conducting an inventory and analysis of the existing facilities and programs, a community needs assessment, recommendations, and a final report.



Client Reference

Foster Hughes, City Manager
hughesf@newbernnc.org
252.639.2915

Size of Community

Population: 31,281 residents
Density: 1,099 residents / mi²

Date Completed

February 2024

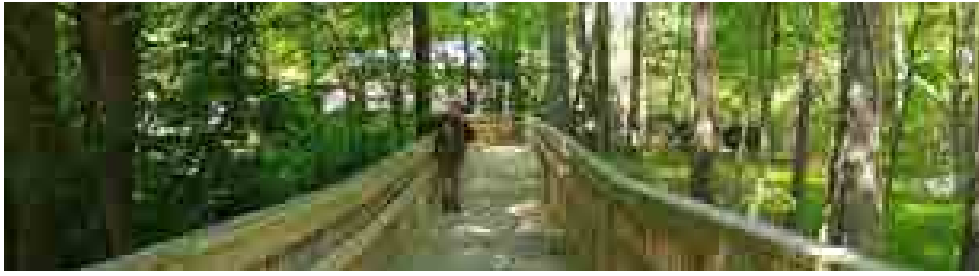
Project Highlights

- Offers more park acres and parks per capita than comparable systems
- Recommended the City increase efforts to improve daily maintenance, market and reinvest in existing parks, and revamp mini parks

Comprehensive Parks and Recreation Master Plan

City of New Bern

The City employed McGill to provide a master plan and environmental services for Martin Marietta Park, which is the City's largest park at 888 acres. Our team was then asked to complete a systemwide plan with an inventory and trends analysis, service area analysis and needs assessments, recommendation and prioritization, and a strategic implementation plan. Throughout the project, McGill conducted multiple community engagement events and created other opportunities for public input.



Client Reference

Chris Wiley, Director of Parks, Recreation, and Cultural Programs
chris.wiley@knightdalenc.gov
 919.217.2230

Size of Community

Population: 19,435 residents
 Density: 2,288 residents / mi²

Date Completed

June 2022

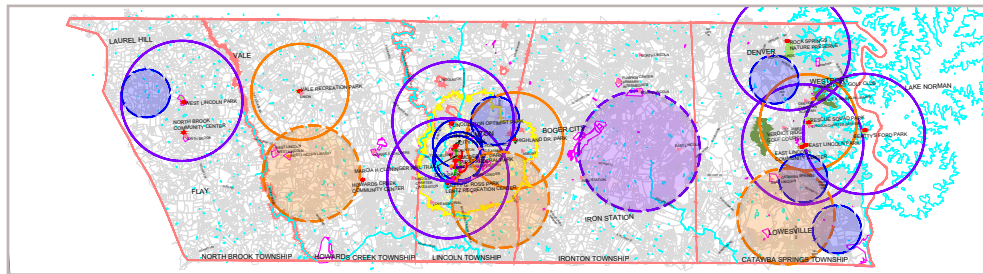
Project Highlights

- Used state and national standards as a guide to support the recommendations for the Town recreation facilities
- Prioritized projects to create an actionable implementation strategy

Comprehensive Parks and Recreation Master Plan

Town of Knightdale

After the Town of Knightdale implemented its KnightdaleNext Comprehensive Plan for parks and recreation programs and facilities, which McGill prepared, we helped them create a guide for decision-making. The ten-year comprehensive master plan outlines practical and desirable improvements to the existing recreation system. To create an accurate master plan, our team completed an inventory of the existing park system, recorded site observations, discussed needs with Town staff, and evaluated community input. The plan provides recommendations for the addition or renovation of parks, programs, and recreational facilities, prioritizing each project in a strategic plan for the community.



Client Reference

Nathan Eurey, Director of Parks and Recreation / Public Services
neurey@lincolntonnc.org
 704.735.2671, ext. 3003

Size of Community

Population: 11,091 residents
 Density: 1,278 residents / mi²

Date Completed

September 2021

Project Highlights

- Conducted nine focus groups
- Developed a site-specific master plan for City Park for a PARTF application
- Identified interest in a multi-sports venue

Comprehensive System-Wide Parks and Recreation Master Plan Update

City of Lincolnton / Lincoln County

McGill assisted Lincoln County and the City of Lincolnton by updating the recreation master plans for them both. These plans evaluated existing facilities, parks, trails, and programs and set project priorities for future planning. Our team used a five-phase process to satisfy the City's and County's needs, and our master planning and design services met PARTF grant standards. These plans signify the community is committed to implementing planning and developing services that respond to their needs. This initiative addresses multiple objectives, including: development of recreation program parameters for the community, coordination of programs and objectives with other recreation service providers, public engagement, development of a structure and approach for program management, capital improvements programming, program and capital financing, and program implementation strategy.





Client Reference

Don Octigan, Director of Parks and Recreation
doctigan@greenvillenc.gov
252.329.4540

Size of Community

Population: 87,521 residents
Density: 2,337 residents / mi²

Date Completed

July 2021

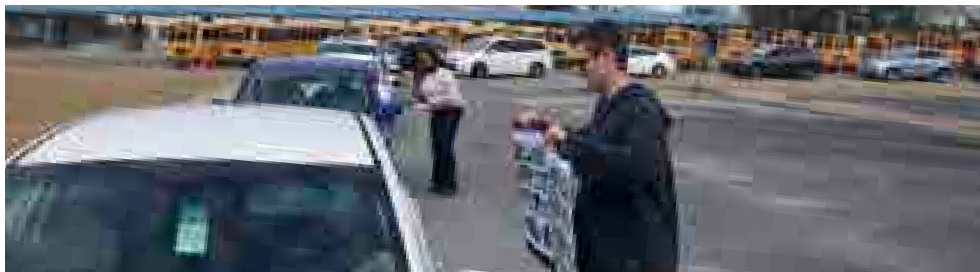
Project Highlights

- Investigated the 365-acre site
- Engaged the community in design through surveys and meetings (Responses supported expansion of water-based recreation and adventure play opportunities)
- Developed a site-specific master plan

Wildwood Park Master Plan

City of Greenville

Wildwood Park was a land acquisition along the Tar River that the City of Greenville had a vision to turn into a regional park with options for adventure play, camping, water play, and community events. The lakes are the property's main attraction. McGill planned canoe and kayak launches, a floating water playground, water-accessible camping areas, a boat ramp, fishing, bird-watching accommodations, and a cable wake boarding course. We designed the amphitheater to initially accommodate seating for 4,000 patrons with space for expansion. The park also has a ropes course, a bike pump track, zip lines, an observation tower, and a vast network of walking and biking trails. Our team designed a variety of camping areas, wildlife viewing platforms, and shelters throughout the property. To finish it off, our staff designed traditional park facilities, like parking, restrooms, concessions, a playground, and picnic shelters.



Client Reference

Eric Gooby, Senior Planner,
AICP, CZO
eric.gooby@pittcountync.gov
252.902.3260

Size of Community

Population: 179,042 residents
Density: 258 residents / mi²

Date Completed

In progress

Project Highlights

- Requested public input in innovative ways
- Built relationships with potential partners
- Recommended the County form a parks and recreation department rather than operate solely out of the school system
- Encouraged County to become an accredited NRPA agency
- Compared the County to benchmark standards

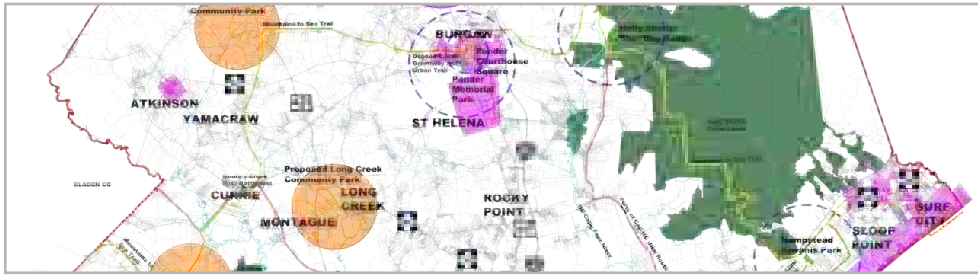
Comprehensive Parks and Recreation Master Plan

Pitt County

Pitt County is a rapidly growing hub in Eastern North Carolina. The County contains the City of Greenville, which is home to Eastern Carolina University. With the population increase and desire to keep facilities and parks in good condition, McGill is working on a comprehensive parks and recreation master plan; the implementation process should start in the near future. The plan includes the following services:

- Engaging the community to receive and implement public input
- Using our team's extensive experience to find the unique solution that fits the needs of the Pitt County community
- Leveraging our presence in and familiarity with the area





Client Reference

Zach White, Parks and Recreation Supervisor
 zwhite@pendercountync.gov
 910.259.1330

Size of Community

Population: 44,090 residents
 Density: 162 residents / mi²

Date Completed

June 2022

Project Highlights

- Evaluated staffing needs and developed a staffing plan
- Conducted extensive public engagement



Parks and Recreation Comprehensive Master Plan Update

Pender County

McGill updated Pender County’s 2010 Parks and Recreation Master Plan to cover the next ten years and address items from the Pender 2.0 Comprehensive Land Use Plan. In addition to public engagement, the scope of services for this project included:

- Creating an inventory and analysis of parks, recreation areas, greenways, open space, trails, facilities, amenities, and programming
- Identifying recreation service districts
- Analyzing the Pender County Parks and Recreation Department’s infrastructure, deferred maintenance, and capital needs with prioritized recommendations
- Making recommendations for land acquisition and park development
- Analyzing budget and assessment, including user fee analysis
- Benchmarking parks and recreation services
- Developing a strategic action plan, progress reports, and a final master plan document



Client Reference

Paul Moore, Recreation and Parks Director
 pmoore@davi-countync.gov
 336.753.6090

Size of Community

Population: 44,090 residents
 Density: 162 residents / mi²

Date Completed

April 2024

Project Highlights

- Compared existing inventory to benchmarks
- Recommended increases in park acreage to meet benchmarks and multiple methods to obtain new acreage
- Encouraged the County to develop a smart growth plan for department talent and structure

Parks and Recreation Comprehensive Master Plan

Davie County

Davie County had a burgeoning parks and recreation department with a need for a master plan to strategically grow its operations and park system. Our process started with discovery and data collection, followed by an assessment, recommendations, and a final plan. Based on our team’s initial assessment, the implementation plan focused heavily on increasing park acreage and developing the department. Community surveys indicated an interest in aquatics and adventure-related recreation, as well as nature-focused park elements.



04 | Project Understanding and Approach

Project Understanding

Our firm understands that Dare County, North Carolina, is seeking a qualified and experienced partner to conduct a comprehensive assessment of their park facilities and programs. We recognize the importance of this project in enhancing the quality of life for the residents and visitors of Dare County.

Our approach is rooted in active public and key stakeholder engagement. We employ multiple outreach techniques, including surveys and public meetings, to ensure a broad spectrum of perspectives are considered. We believe that community involvement is crucial in shaping parks and recreational programs that truly serve the needs and desires of the population.

We also understand the value of comparative analysis. By studying communities similar in size and character to Dare County, we can identify successful strategies and potential pitfalls, tailoring our recommendations to the unique context of Dare County.

Our team is skilled in assessing the use and efficacy of existing parks, open spaces, and recreation facilities. We will conduct a thorough review of current programming in the area, identifying strengths and areas for improvement.



Outdoor public engagement preference surveys

This will provide a solid foundation for future planning and development.

Finally, we recognize the importance of staying abreast of current population and market trends. Our team is committed to understanding these dynamics and how they may impact the demand for and use of park facilities and programs. This forward-thinking approach ensures that our recommendations are not only relevant today, but also sustainable in the long term.

In summary, our firm is well-equipped to assist Dare County in this important endeavor. We look forward to the possibility of working together to enhance the parks and recreation offerings in Dare County.

Three Step Approach to the Dare County Parks and Recreation Needs Assessment

1

Phase 1:
Data Collection

2

Phase 2:
Analysis

3

Phase 3:
Summary of Findings

Approach

Our process requires meaningful and ongoing collaboration and participation by local officials, advisory boards, staff, interested community organizations, and other stakeholders to ensure the recreation needs assessment is tailor-made for the your community. The following phases generally outline our proposed scope of work.

Phase 1: Data Collection

We will complete a thorough inventory of the existing park resources, land, and facilities, in order to understand the opportunities for facility improvements and system-wide expansion. This inventory will include existing partnerships, school facilities, and a summary of all municipal, state, and any private recreation and parks facilities located within or near the County.

Project Initiation

To start the planning process, we will hold a kickoff meeting with our team, Dare County staff, and the steering committee to review the draft project schedule and potential meeting dates, and define what is needed. We will discuss initial thoughts regarding issues, opportunities, and expectations for project objectives. We will start by touring the area, which can be scheduled after the kickoff meeting. This tour will strengthen the team’s grasp of the existing conditions and stimulate ideas to explore during planning.

Data Collection and Existing Conditions

At project initiation, we will gather data for the initial evaluation. Our team will prepare a data inventory, specifying data that is readily available from state, regional, and local agencies, and we will define types and formats of additional data we will request. The inventory will identify information from existing geographic information system (GIS) shape-files to relevant plans and studies. Maps will include aerial photography, parcel

lines and major neighborhoods, primary transportation routes, environmental features (streams, lakes, sensitive habitats, etc.), and jurisdictional boundaries.

The inventory will note any limitations of collected data. Base maps will be created and used throughout the planning process. These will include basic information — such as existing park facilities, greenway facilities, relevant community facilities — and an overlay illustrating plans of other public and non-public park and recreation facilities in Dare County.

Review of Demographics and Recreation Trends

McGill will create a demographic profile of the study area, resulting in meaningful development strategies. Using data from the United States Census Bureau, North Carolina State Demographer’s Office, and the City planning department, McGill will quantify population growth. The profile will include population and employment estimates (2024–2034). Then, we will use the projected population growth and supplement it with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI). The following demographic characteristics will be included: population density, age distribution, households, gender, ethnicity, and household income.

Review of Plans, Policies, and Studies

McGill will collect and review adopted plans, policies, and studies to better understand previous efforts.

Phase 2: Analysis

Working with Dare County staff, we will develop options for engaging a diverse cross-section of the community throughout the entire study to ensure participation of historically under-represented groups.

Gap Analysis

McGill will identify gaps in the provision of parks and programs. This could be geographical (areas of the county underserved by parks), demographic (groups not adequately served by programs), or facilities (lack of certain types of amenities).

Benchmarking

We will compare the county’s parks and programs to similar counties or national standards. This can help identify areas for improvement.



We provide consistent and effective coordination throughout all steps of project development.



We meet people where they frequent for public input.

Community Engagement

The options will be available in paper and digital formats and will be marketed through various delivery methods, including flyers, emails, and QR codes. We recommend the following events to obtain successful community engagement, in accordance with PARTF requirements:

- Periodic meetings / briefings with staff
- Four meetings with the steering committee
- Four public community meetings
- Recreational survey
- Up to six virtual focus group sessions
- One work session with the Dare County Commission
- A final presentation of the plan to the Dare County

Community Needs Assessment – Survey

Next, we will develop a survey to collect valuable public opinions and concerns about resident satisfaction and awareness of recreation and parks resources and facilities. Additional public input will be solicited at scheduled and advertised community meetings.

Open Houses

McGill will host four open house events in different locations to foster community engagement and to gather survey input. The events will help participants understand the survey's goals and process. They can ask questions and share their thoughts and suggestions about the survey. Attendees will also have the opportunity to network with other participants and have important discussions about the survey's impact.

Engagement Summary

The raw data collected from this survey will be compiled to create a comprehensive engagement report and

summary specifically tailored for Dare County. The report will provide an in-depth analysis and insights on the survey responses, emphasizing significant findings and trends. We will also gather ideas for improving community engagement with the survey results.

Phase 3: Summary of Findings

McGill will work closely with recreation staff to analyze data from the needs assessment in order to collectively develop plan recommendations. We will provide final recommendations and associated opinions of probable cost for the development of future facilities, including operational staff assessment for current and future system growth. Recommendations and proposals will be based on input and results from the survey, public engagement with residents and visitors, staff's historical knowledge, and McGill's previous experience.

Evaluate Existing Facilities and Land

McGill will assess all nine current recreational facilities and parks to ensure that both present and future recreational needs are being addressed. We will:

- Analyze the demographic data
- Identify concentrations of key parks and recreation user groups
- Identify projected growth
- Review spatial data
- Inventory existing and potential parks and recreation assets
- Identify community access to facilities
- Identify opportunities to enhance local connectivity
- Examine existing plans, policies, and programs
- planning and development ordinances

Prioritize Improvements

Based on the gap analysis and benchmarking, prioritize improvements to existing parks and programs. This could include upgrading facilities, adding new amenities, or creating new programs.

Present Study Findings

Share the findings and recommendations with staff and the community. This ensures the community is involved in the decision-making process and that the improvements align with their needs and desires.



05 | Non-Collusion Affidavit





McGill Associates, PA

5400 Trinity Road, Suite 107, Raleigh, NC 27607

919.378.9111 | mcgillassociates.com

**Qualifications to Conduct a Parks and Recreation
Needs Assessment**

DARE COUNTY, NORTH CAROLINA

July 26, 2024



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July 26, 2024

Dustin Peele, Special Projects and Procurement Manager
Dare County
954 Marshall C. Collins Drive
Manteo, NC 27954

Dear Mr. Peele:

The Matrix Consulting Group is pleased to submit our qualifications to conduct a parks and recreation needs assessment for Dare County. Our proposal is based on the County's RFQ and our extensive experience conducting similar assessments nationwide.

The Matrix Consulting Group has been providing management consulting to the public sector since 2003, with a primary focus on local governments. Since our founding, we have conducted over 1,700 studies nationwide.

Key features that distinguish our firm are summarized below:

- **Extensive experience analyzing parks and recreation operations:** Our experience included over 50 dedicated studies of parks and recreation operations. Our dedicated parks and recreation department experience includes:

Alexandria, VA	Grand Rapids, MI	Salt Lake City, UT
Athens-Clarke, GA	Hercules, CA	San Mateo, CA
Ashland, OR	Irvine, CA	Seattle, WA
Baton Rouge, LA	Libertyville, IL	Southlake, TX
Chatham County, NC	Milpitas, CA	Torrington, CT
Elmhurst Park District, IL	Richland County, SC	Westford, MA

In the last five years, the Matrix Consulting Group has been heavily involved in Parks Master Plan development in partnership with other firms. In each of these efforts, our firm was fully responsible for evaluating existing programming efforts, determining a 10-year plan for programming efforts, and identifying the staffing requirements necessary to support the plan. These clients include:

Bellflower, CA	La Mesa, CA	Montclair, CA
Cordova, CA	Menifee, CA	Moreno Valley, CA
Desert Hot Springs, CA	Milpitas, CA	Whittier Park, CA

- **Project team qualifications:** We are proposing a highly qualified team that includes former local government practitioners and individuals who specialize in evaluating parks, recreation, and community services operations. Our project team includes our most experienced consultants and those who have worked specifically on all of our relevant work in the last five years.
- **Client accessibility and support:** The Matrix Consulting Group is committed to serving our clients by providing a tailored approach, frequent interactions with staff, and periodic status updates to meet your organization's needs throughout the engagement. Our implementation plans presented in the final report provide a detailed approach to implementation that enables our clients to address identified issues in a well-planned multi-year approach and measure their progress.

As the firm's President, I am authorized to negotiate and execute a contract for services. I can be reached at the address and phone number in the footer or via email at rbrady@matrixcg.net.

Richard Brady, President
Matrix Consulting Group, Ltd.

1 Company Information

This section of our proposal includes company information, qualification data, and exceptions to the County's terms and conditions.

Company Information

The Matrix Consulting Group is a management consulting firm dedicated to providing quality analytical assistance to local government. Our company was formed in 2002 by consultants to pursue an operating model in which analytical work is performed by senior-level staff.

- We were founded in 2003, incorporated in California, and have our headquarters in the San Francisco Bay Area with regional offices in Irvine (CA), Charlotte (NC), Edwardsville (IL), Dallas Metroplex (TX), Portland (OR), Tampa (FL) area, and Nova Scotia, Canada. We are also incorporated in North Carolina.
- We have 29 full-time and seven part-time highly experienced management consultants who specialize in analyzing local government functions encompassing the entire spectrum of critical operational areas. We are not proposing the use of any subcontractors on this engagement. Staff from offices nationwide would be assigned to this engagement based on their experience with similar engagements and their specific skill sets.
- Since our founding, we have conducted over 100 organization-wide assessments, most of which included an assessment of Parks and Recreation operations and over 1,700 departmental studies. We have conducted over 50 dedicated studies focused on Parks and Recreation operations.
- Our team has also served on multiple parks master planning development teams as subject matter experts responsible for conducting all scope components related to recreation programming needs, financial cost recovery, revenue streams, maintenance requirements, facility use, and staffing allocations.

As the next section demonstrates, we have extensive experience evaluating recreational programs and facilities throughout the United States.

Parks and Recreation Organizational and Programmatic Study Experience

Our firm has extensive experience conducting parks and recreation studies in both dedicated studies and as part of organization-wide assessments.

Parks and Recreation Dedicated Studies

Since 2003, we have conducted over 50 dedicated parks and recreation studies. Recent clients include the following.

Alexandria, VA	Grand Rapids, MI	Salt Lake City, UT
Athens-Clarke, GA	Hercules, CA	San Mateo, CA
Ashland, OR	Irvine, CA	Seattle, WA
Baton Rouge, LA	Libertyville, IL	Southlake, TX
Chatham County, NC	Milpitas, CA	Torrington, CT
Elmhurst Park District, IL	Richland County, SC	Westford, MA

We are currently assessing recreational and parks departments for Brentwood and Vacaville, CA and Palmetto Bay, FL.

In partnership with other firms, we have conducted Park Master Plans for the following communities in the last five years. In each of these studies, we were entirely responsible for evaluating the programming operations and determining staffing requirements.

Bellflower, CA	La Mesa, CA	Montclair, CA
Cordova PR District, CA	Menifee, CA	Moreno Valley, CA
Desert Hot Springs, CA	Milpitas, CA	Whittier Park, CA

Recreation Evaluations as Part of Organization-Wide Studies

Additionally, the Matrix Consulting Group has also conducted over 100 organization-wide studies around the country in the last decade encompassing all municipal functions, including parks and recreation functions. Recent clients include:

Coventry, RI	Orland Park, IL	Schertz, TX
Dunedin, FL	Orting, WA	St. Cloud, FL
Half Moon Bay, CA	Portage, MI	Takoma Park, MD
Johnson County, KS	Rancho Mirage, CA	Tigard, OR
Joplin, MO	Rancho Palos Verdes, CA	Warrenville, IL
Monroe County, MI	Salt Lake County, UT	Waxhaw, NC

Parks and Recreation User Fee Study Experience

Our firm also has extensive experience conducting comprehensive user fee studies that cover parks and recreation operations. While this engagement does not have a specific scope specifically related to fee evaluation, our background in this area further demonstrates our detailed understanding and capabilities in the parks and recreation service area.

The following table includes representative clients in the last five years for whom we have provided recreation and parks fee analyses either as a stand-alone study or as part of a larger cost of services study:

Asheville, NC	Downey, CA	Redlands, CA
Austin, TX	Manhattan Beach, CA	Redwood City, CA
Capitola, CA	Menifee, CA	San Bernardino, CA
Champaign, IL	Milpitas, CA	Santa Clara, CA
Citrus Heights, CA	Montebello, CA	South Pasadena, CA
Cupertino, CA	Orange, CA	South San Francisco, CA
Desert Hot Springs, CA	Pacific Grove, CA	Whittier, CA

Details about any of our projects listed above are available upon request.

2 Project Understanding and Engagement Task Plan

This section summarizes our understanding of the project, outlines key components of our approach and provides a more detailed task plan to show how this engagement could be conducted.

Project Understanding and Key Elements of the Assessment

Dare County is seeking a qualified consultant to develop a Parks and Recreation Needs Assessment to guide a future Parks Master Planning effort. The Parks and Recreation Department currently manages County park amenities and recreation programs, which are provided at facilities and amenities throughout the County.

A Parks and Recreation Needs Assessment is a key item required for Accreditation under the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) for developing a Parks Master Plan and is a best practice recommended by the National Recreation and Parks Association (NRPA). The Matrix Consulting Group has assisted multiple recreation and parks departments in analyzing, reviewing, and recommending actions impacting recreational programming offered by municipalities throughout the United States.

Matrix Consulting Group has also managed multiple large-scale community engagement activities, understanding the need for accurate data and information from the community to effectively plan for the needs of the County's recreation patrons now and in the future.

This plan will be fully customized to the County and not be limited to any preexisting format or structure. It will cover all requirements recommended by NRPA, including:

- **Activation** – A determination of how the County's residents are currently using facilities, programming, and park amenities.
- **Satisfaction** – A survey and associated engagement processes to determine how satisfied the County's residents are with the facilities, programming, and park amenities.
- **Needs** – A gap analysis of what is provided versus what is needed based upon community input and projected demographics changes in the future.

These items then form a comprehensive Needs Assessment, which the County can use in the future to develop a Parks Master Plan to implement community needs and provide services that enhance the County's quality of life.

Project Approach

Our philosophy in providing consulting services is to provide a customized approach to address clients’ unique issues and needs in a fact-based manner utilizing our proven methodologies and analytical approaches. This approach is summarized in the following graphic:

- 1 A principal of the firm is involved in every aspect of each study. For this engagement, Jen Winter, Vice President, will serve in this role.
- 2 We approach our projects by gaining a firm grounding in formal and fact-based analytical methodologies.
- 3 Our projects are characterized by extensive input and interaction between the consultants and our clients’ staff, management, and policy makers.
- 4 We recognize that successfully serving clients requires more than simply providing the right answers. We provide clients with practical plans for implementing change.
- 5 We work closely with our clients to meet all schedule and scope of work elements for our projects.

Our place as a trusted advisor in the government consulting industry has been developed over the years based on our experience, approach, and the quality of our final reports provided to our clients. We have achieved high implementation rates from our work products demonstrating the value our clients find from the recommendations provided.

Proposed Project Task Plan

The following is a sample task plan that outlines our typical approach to conducting this type of engagement. We understand that after selection, a detailed project scope would be discussed and negotiated with the County to meet the specific needs of this engagement.

Task 1 | Current State Assessment of the Parks and Recreation Department

To effectively develop a Parks and Recreation needs assessment for the County, we need to start with a strong understanding and foundation of the department’s current services, service levels, and resource allocations. To fully develop our understanding, we will accomplish the following illustrative steps:

-
- Meet with the County’s Project Manager and project steering committee to discuss project, initiation, and define specific project tasks and approaches.
-

Conduct interviews with the Department Director and Division Managers to understand the Department’s current operations, parks and open spaces, facilities, and programming and any planned changes in the near term that would impact future programming.

Gather and review available information including mission statements, budgets, programming data, job descriptions, work rules, personnel rules, and other documents that provide insight into the department’s service delivery approaches, regulatory constraints, and operational practices.

Gather information regarding the current contracted services that are provided to the Department to identify potential for alternative service delivery that would be more efficient or cost effective.

Develop an understanding of the scope of the programs and services for each service area in the Department and historical utilization levels for each program/service.

Document historical and current workload including program type and participation levels.

Develop an understanding of the major management systems to plan and schedule, monitor, and adjust approaches to providing programs.

Document the major software and technology employed throughout the Department and develop an understanding of the current levels of utilization.

Document the current revenues and expenses attributed to those activities (including funding sources), and the current level of cost recovery

Develop a GIS map of current recreation facilities and amenities using current County mapping technology and data for use throughout the study.

From these efforts, we will develop a comprehensive current state assessment documenting the current state of operations. This document will be circulated among staff for comment to ensure the accuracy of our understanding. Once completed and reviewed, the current state assessment will provide the basis for future analysis conducted in subsequent study tasks and enable us to document how recommended changes in the final report will impact current operations.

TASK RESULT

A current state assessment of the Department outlining existing services, service levels, staff allocations, program utilization levels and cost of service provision.

Task 2 | Best Practices, Demographic and Comparative Assessment

The project team will then gather data from multiple sources to get a picture of the future needs of the County in terms of its demographics and cultural focus, as well as compare the County’s operations to similar Parks and Recreation organizations in the region. At this stage the project team will also evaluate the Department, and its offerings based upon established best practices. This task will include the following elements:

- **Demographic and Cultural Assessment:** The project team will review demographic trend data from local, regional, State, and Federal sources to project the future populations to be served by program offerings. This analysis will be critical in understanding potential changes in the community demographics for use, in conjunction with community input developed in other tasks, to project future programming and facility types and locations.
- **Comparative Assessment:** The project team will compare current program offerings, contracted services, key operational practices, and management performance indicators with those of four comparable counties. We will work with County staff to determine which agencies should be included in the comparative effort. The survey would identify areas for further inquiry regarding potential modification in the organization, staffing, programming, existing and future facilities, and amenities. This comparative survey would also document at a high level the cost recovery and recreational fees approaches utilized by the comparable entities.
- **Best Practices Assessment** – The project team will conduct a diagnostic assessment of organizational structure, programming, staffing and service delivery for each major service area in the department by comparing existing approaches to recognized industry best practices. These best practices would be developed in alignment with recommended practices of relevant professional associations such as the National Recreation and Parks Association (NRPA). This diagnostic appraisal will also utilize recognized industry staffing benchmarks to assess current staffing allocations based upon service levels, operational practices and staffing levels appropriate for the community.

The results of these tasks will be compiled in a comprehensive analysis showing exiting strengths

TASK RESULT

An assessment report including preliminary recommendations as well as documenting the results of the best practices assessment, comparative assessment, and the demographic and cultural assessment.

Task 3 | Community Engagement

Next, the project team will engage the County’s residents, park stakeholders, and business owners. This will include:

- **Community Engagement:** Listening to the community members receiving recreation-related services is critical to the success of a planning effort such as

this. We propose three methods to obtain the input of the community, each of which provides different avenues of participation:

- Conduct targeted focus groups/public workshops for prior program participants and the general public users at different locations around the County. Each session would be held at a different community center or other county-owned facility to ensure easy access for residents to participate. The focus of these meetings would be on acquiring input on the current programming offered by the County and unmet needs or desires for new services or programs.
 - Conduct “drop-in” events on the same days as scheduled workshops or programs. At these events, members of the project team will interact with participants and gather input on the County’s current and desired recreational programming.
 - As part of the outreach for the project, we will create an online presence for input to the project team in an open and unstructured format.
- **Community Survey** – A survey will be conducted that is designed to gather input from prior program participants and the public, in general, to provide input to the project team regarding current community satisfaction levels with existing programming efforts as well as to identify unfilled needs.

Potential areas of inquiry in the survey include:

- Current favorite recreational activities,
- Current favorite programs and facilities,
- Services and activities that most need improvement,
- Facilities and programs that are most important to residents,
- Potential activities in which respondents would like to participate,
- Park facilities respondents typically utilize,
- Indoor and outdoor needs that are not currently provided,
- Potential new facility needs, either new types of facilities or location within the County, desired by the community, and
- Degree of support for supporting expanded services through program fees.

The survey will be designed to allow for segmentation of responses along basic demographic characteristics (e.g., age, gender, ethnicity, and neighborhood), as well as along other characteristics such as respondents’ length of time living in the

County, frequency of use of facilities, and familiarity with programs and services. Further, the survey can be designed to provide statistical validity, if necessary.

TASK RESULT

A community engagement report documenting the results of the workshops and the survey.

Task 4 | Preliminary Assessment of Amenities, Programs and Services

This task analyzes current and potential county programs based on financial impact, community need, and facility or amenity availability and develops a series of preliminary recommendations in each area.

- **Programming Assessment** – Using the results of the previous tasks, the project team will evaluate current programming and potential service needs to meet County expectations. This will also review future needs for Programming that are earmarked in from previous tasks and opportunities brought forth in the Fee Analysis.
- **Facility and Amenities Needs Assessment** – Using the results of the Fee and Programming Assessments, the project team will evaluate and document needs for future facilities and amenities to implement programs and services called for in the previous task. This will include:
 - An inventory of current facilities and amenities
 - A gap analysis documenting needed additional amenities
 - An evaluation of best options for future locations of facilities and amenities in the County at current and potential locations (based upon input from the County's project team). Site planning or design development of potential amenities would not be included.
- **Fees / Cost Assessment** – The project team will meet with County staff in each programmatic area to discuss the different service components. A high-level assessment of the current fee approach will be conducted to determine the current cost recovery approach, and the general methodology utilized for developing fee structures. If no current cost recovery policy is in place, the project team will provide a draft policy for consideration that aligns with other recommendations made in the report regarding programming recommendations.

The purpose of this assessment is to provide general guidance to the County regarding whether it is in compliance with recognized best practices for fee

establishment and whether exiting funding approaches are appropriate to support future programming expansion. If desired, the project team can incorporate a detailed fee assessment and calculation into the scope of work.

Following the completion of these efforts, we will provide a preliminary assessment document to review with the County outlining findings and recommendations regarding programming, facilities, and fees. These recommendations will be reviewed with the County and refined and edited as needed.

TASK RESULT

The deliverable of this task will be a preliminary assessment of County amenities, programs and services.

Task 5 | Develop an Implementation Action Plan

In this task, the project team will an implementation action plan that outlines the timing, costs, and priority of each recommendation outlined in the preliminary assessment. This action plan will layout a coordinated approach to guide the County in implementing the recommendations and documented needs. This implementation plan will focus on both implementation actions that can be performed directly by the Department and those that require additional partnerships or support to complete.

The Implementation Plan will include:

- Detailed listing of recommendations including a priority, cost impact from implementation, and a timeframe for implementation. This detailed implementation plan will document an approach to move from the existing state to the desired state in a coordinated fashion.
- Recommended modifications to the use of technology to enhance service delivery.
- Recommended steps to finance, plan for, and implement amenity or facility purchases or projects
- A hierarchy of priorities based on need, interest, and financial impact.

We will review the draft action plan with staff so that input can be received and incorporated prior to finalization.

TASK RESULT

The product of this task would be a draft parks and recreation needs Action Plan.

Task 6 | Prepare a Parks and Recreation Needs Assessment Document

Once the work tasks are completed, our analysis, findings, and conclusions will be compiled and documented into a single comprehensive Parks and Recreation Needs Assessment final report. This report will contain the following elements:

- An executive summary discussing the plan, its development, methodology, and the results.
- An implementation action plan showing the timing, impact and costs for each recommendation in the report.
- The final versions of interim deliverables, including the current state assessment, best practices, comparative assessments, and the community engagement results.
- The detailed needs assessment document outlining the key findings and recommendations made related to programming, facilities and funding/fees.
- A GIS map and database of current and future information included in the plan.

Once the final deliverables have been approved by the County's Project Team, the Matrix team will present the draft Needs Assessment to the County's Board of Commissioners, receive comments and changes, and then present a final Needs Assessment for approval.

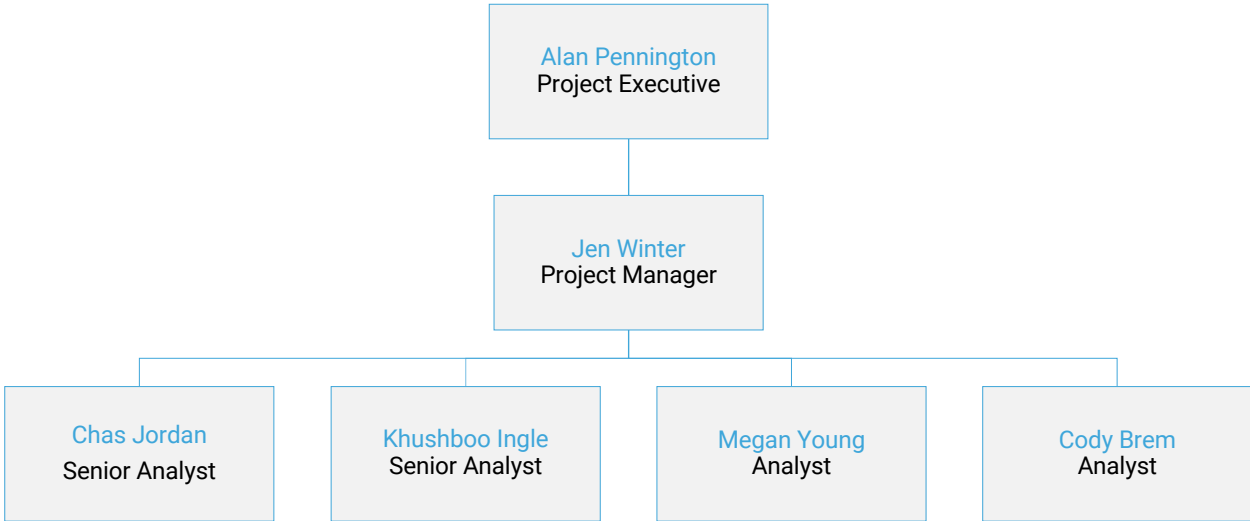
TASK RESULT

The draft and final Recreation Program Needs Assessment report.

3 Key Personnel

We have proposed an experienced project team for this engagement, including senior staff and individuals with significant experience conducting similar engagements. The following chart shows the composition of our proposed project team and their role on the engagement.

Matrix Consulting Group Project Team Organizational Chart



These staff members have been involved in our recent programming assessment conducted in the last several years and have extensive experience evaluating parks and recreation operations, except Megan Young. Ms. Young has recently joined our firm and has an extensive background as a Parks and Recreation professional before joining the firm.

We commit that each of these project team members is available to work on this engagement if selected. The following pages provide detailed resumes for each member of our project team.

The following rates will be utilized in developing a project budget for conducting this engagement for Dare County: Project Executive - \$300, Project Manager - \$240, Senior Analyst - \$175, and Analyst \$150.

ALAN PENNINGTON

SENIOR VICE PRESIDENT, MATRIX CONSULTING GROUP

Alan Pennington leads our General Consulting Practice which includes our Parks and Recreation practice area. He has served as the Project Manager or Lead Analyst on over 300 local government studies including recent parks and recreation engagements. Alan has extensive experience conducting assessments for parks and recreation operations including evaluation of policies.

Alan’s relevant experience include:

- Completed over 300 local government assessment including over 50 parks and recreation evaluations.
- Implemented numerous approaches to ensuring stakeholder feedback and input is fully integrated into the evaluation and development of recommendations.
- Extensive experience evaluating parks and recreation services including programming assessments, maintenance programs, and facilities, and opportunities to meet identified community needs in a financially sustainable manner.

Experience Highlights

Milpitas, CA: Alan was the Project Manager on for the Matrix Consulting Group’s portion of the Park Master Plan update. Our scope of work included:

- Evaluation of recreation programs and cost recovery,
- Evaluating staffing requirements, and
- Development of a cost recovery policy and City Council resolution. The City Council adopted the recommended cost recovery policy without modification providing for the first time a formal cost recovery target for staff to utilize in developing programs and fees.

Seattle, WA: Alan was the Project Manager on this study that included a review of the park’s maintenance function for the City of Seattle and developed recommended maintenance and improvement standards and aligning staffing with these standards. Key analysis included:

- Toured all parks to evaluate current maintenance standards.
- Reviewed preventive maintenance standards.
- Developed staffing and policy recommendations for parks maintenance needs in compliance with best management practices.

Role on This Engagement: Alan will serve as the Project Executive on this engagement.

Relevant Clients:

- CA Los Angeles
- CA Menlo Park
- CA Rancho Palos Verdes
- CO Fort Morgan
- FL St. Cloud
- HI Maui County
- IL Elmhurst Park District
- IL Orland Park
- IL Tinley Park
- KS Johnson County
- MA Orleans
- MI Grand Rapids
- MI Portage
- MO Raymore
- NJ Franklin Township
- OR Tigard
- TX Ft. Worth
- TX Schertz
- TX Southlake
- WA Everett
- WA Seattle

Years of Consulting Experience: 18

Years of Government Experience: 13

Education:

BA, University of Maine, Public Management.

MPA, University of Maine,

Professional Association:

Association of Local Government Auditors (ALGA)

Government Finance Officers Association (GFOA)

International City-County Management Association (ICMA)

JEN WINTER, P.E.

VICE PRESIDENT, MATRIX CONSULTING GROUP

Jen Winter leads our Public Works and Infrastructure practice area. She leads all asset and operational studies including parks, public works, engineering, streets, traffic and transportation, public utilities, open space/right-of-way maintenance, and related services.

Prior to joining Matrix Jen served within local government as the Public Works Director for the City of Cedar Rapids, Iowa. She has also previously served as the Regional Director for an engineering consulting firm. Her local government experience includes:

- Strategic planning, organizational and staffing assessments, data and workload analysis, needs assessments, and best management practices evaluation and implementation.
- Extensive public engagement experience including town halls and open houses, large group facilitation, surveys and questionnaires, focus groups, process mapping, websites and social media campaigns, and design charettes.
- Process studies within public works and development activities, organizational review, and process evaluation and reengineering.
- Project management of complex capital improvement projects

Experience Highlights

Royal Oak, MI: Jen is the Project Manager on the City’s comprehensive review of the Public Services and Recreation Department. The study is evaluating the operations, staffing, and organization of the Department which includes recreation programming, a senior center, park maintenance, and operation and maintenance of program spaces including fields and a hockey arena

Gilroy, CA: Jen was the Project Manager on the City’s comprehensive review of the Public Works Department to evaluate the operations, staffing, and organization of Engineering, Parks and Landscape, Streets, and Sewers. Key recommendations included organizational and staffing improvements including the reclassification of several positions and enhanced workload tracking.

Dublin, CA: Jen was the Project Manager on this engagement to conduct an Optimization Planning and Staffing Assessment of the Public Works Department, including Parks.

Role on This Engagement:

Jen will serve as the Project Manager.

Relevant Clients:

- CA Dublin
- CA Gilroy
- CA Marin County
- CA Redwood City
- CA SDCWA
- CA Santa Barbara
- CA San Bernardino Co.
- CA Santa Maria
- CA Vacaville
- CA West Sacramento
- FL Bradenton
- FL Dunedin
- FL Naples Airport
- FL St. Johns County
- MO Joplin
- NC Fayetteville
- NE Sarpy County
- PA SARAA
- UT Salt Lake City DPU
- WA Snohomish County
- WA Thurston County

Years of Experience: 25

Education:

BS, Iowa State University, Civil Engineering

Professional Association:

- American Public Works Association (APWA)
- APWA Center for Sustainability (Past Chair)
- APWA Iowa Chapter Board Member
- American Water Works Association (AWWA)

CHAS JORDAN, P.W.E., F.M.P., S.C., LEED G.A., ENV SP
MANAGER, MATRIX CONSULTING GROUP

Chas Jordan serves as a project manager and analyst on projects dealing with public works, facilities, fleet management, utilities, parks and recreation, and administrative functions. Chas currently leads our parks and recreation sub-practice within General Consulting.

Before joining Matrix, Chas served as a local government Assistant Director and Facilities Manager managing a fully integrated internal facilities management program including the construction of two new recreation centers. Since joining Matrix, Chas has developed our parks and recreation staffing, programming, and operations model based on annual National Parks and Recreation Association agency performance data. His local government and consulting experience includes, but is not limited to:

- Parks maintenance levels, staffing, and planning.
- Recreation Center project development, space needs, and planning.
- Parks and Recreation operations, staffing, and programming analysis.

Experience Highlights

Palmetto Bay, FL: Chas served as the project manager on this project to review the City’s Parks and Recreation Department. This project reviewed their programming, amenities, and services, as well as recommended staffing and organizational improvements based on their current workload and programming needs.

Cordova Parks and Recreation District, CA: Chas served as the lead analyst on this project focusing on programming analysis and recommendations for future expansion. This process was done as a part of an Optimized Plan study to review options for the District to consider providing quality services in the future.

Menifee, CA: Chas served as a senior analyst on this project, primarily focusing on the City’s programming and maintenance areas for parks and recreation. He developed an assessment of both services and recommendations for improvement and expansion for the future.

Role on This Engagement:

Chas will serve as a senior analyst.

Relevant Clients:

- CA Bellflower
- CA Cordova Parks and Rec District
- CA Desert Hot Springs
- CA La Mesa
- CA Menifee
- CA Montclair
- CA Moreno Valley
- CA OCTA
- CA San Diego Co. Water Authority
- CA San Bernardino
- CA Whittier
- FL Miami Beach
- FL Palmetto Bay
- FL Seminole Tribe
- TX Addison

Years of Experience: 18

Education:

MPA, University of North Florida – Public Administration

BA, University of North Florida - Political Science and Public Administration

Professional Associations:

American Public Works Association (APWA)

- APWA Leadership and Management Committee (Past Chair)
- APWA Florida Chapter Past President

KHUSHBOO INGLE

VICE PRESIDENT, MATRIX CONSULTING GROUP

Khushboo Ingle is a Vice President who manages cost allocation plan, user fee, development impact fee, and cost of service engagements. Her experience with the firm also includes participation in operational audit engagements focusing on reviewing organizational, staffing, and internal processes to enhance recreation and park services.

Khushboo's relevant experience include:

- Completed over 150 cost of service studies for clients across the United States.
- Analysis focuses on program review, process flows, staffing, overhead allocation, and stakeholder outreach.
- Expertise also includes development of cost recovery policies and development of fee for service workbooks.

Experience Highlights

Menifee, CA: Khushboo served as an analyst on this engagement, which evaluated the cost recovery level and funding options as part of the City's Park Master Plan. Key analysis includes:

- Review of current funding mechanisms.
- Calculation of existing and proposed cost recovery options.
- Provided recommendations for improving cost recovery based upon utilizing citywide impact fees and non-resident surcharges.

Cordova Recreation Park District: As part of the Parks Optimization Plan, we reviewed the cost recovery for services, which included:

- Identifying the indirect cost associated with District operations.
- Calculating cost recovery based upon divisions and programmatic areas.
- Support in identifying higher cost recovery programmatic areas.

Role on This Engagement:

Khushboo will serve as a Senior Analyst on this engagement coordinating the fee analysis.

Relevant Clients:

CA Cordova Rec Dist.
 CA Downey
 CA Menifee
 CA Milpitas
 CA Montebello
 CA Redlands
 CA San Mateo
 CA Santa Clara
 CA South Pasadena
 CA South San Francisco
 FL Fort Lauderdale
 GA Dekalb County
 NC Asheville
 OR Ashland
 PA Allentown
 TX Austin
 WA Seattle

Years of Experience: 12

Education:

B.A., University of California – San Diego, International Economics

M.A., University of California – San Diego, International Affairs

Professional Association / Certification:

California Society of Municipal Finance Officers
 Government Finance Officers Association
 Revenue Enhancement Best Practices

MEGAN YOUNG, MPA, PMP, CPRP

SENIOR CONSULTANT, MATRIX CONSULTING GROUP

Megan Young is a Senior Consultant who recently joined the Matrix Consulting Group bringing more than ten years of experience working with local and regional governments.

Experience Highlights

Greenville (SC) City Manager’s Office: As **Assistant to the City Manager**, Megan conducted research and studies to assist in the management of City operations, programs, and services; analyzed data, identified trends, and developed recommendations for changes in policies and procedures to improve operations; compiled and evaluated statistical, financial, demographic, and financial reports; and managed grant opportunities.

Greenville (SC) Parks and Recreation Department: In her role as **Parks and Grounds Administrator**, Megan’s achievements included creating and implementing a standard operating procedure for multiple divisions based on national standards; and developing and administrating the department’s capital project program, capital operating budgets, contract and procurement administration, policy administration, and strategic initiatives.

As the Department’s **Business and Project Manager**, she acted on behalf of the Director in coordinating department needs amongst department divisions, including parks maintenance and operations, recreation programming and operations, planning and design projects and permitting, and general project management.

Anderson County (SC) Public Works Department: As an **Operations Analyst**, Megan’s duties included maintaining project, capital, and operating budgets for 10 divisions including Stormwater, Wastewater, Animal Shelter, Roads and Bridges, Parks and Recreation, Fleet Management, Solid Waste, Building Codes, Administration, and Development Standards. She also analyzed/assessed new technologies for the department and implemented solutions to enhance department efficiency.

Role on This Engagement:

Megan will serve as an analyst.

Years of Experience: 10+

Education:

BA, Intercultural Studies for Business and Spanish, Wofford College

MPA, Clemson University

Professional Association / Certification:

Project Management Professional 2020, 2023, Project Management Institute

Certified Park and Recreation Professional 2020, 2023, National Recreation and Parks Association

Certified Landscape Professional, 2020, Clemson University

National Recreation and Parks Association (NRPA)

South Carolina Recreation and Parks Association (SCRPA)

CODY BREM

CONSULTANT, MATRIX CONSULTING GROUP

Cody Brem has served as an analyst on a variety of local government studies, a majority involving public works and parks and recreation. He has supported organizational, operational, staffing, and management consulting studies. Before consulting, Cody worked for multiple cities as a management analyst, city clerk, and as an assistant to the public works director. He is currently an officer in the Army Reserve and spent 7 months in 2023 on Active Duty in Germany, leading a human resources section for a theater level artillery command.

Relevant experience highlights include:

- Completed multiple studies for local government entities, including several parks and recreation and organizational wide studies.
- Parks and recreation programming analysis.

Experience Highlights

Milpitas, CA: Cody served as an analyst in this parks and recreation organizational review. The study examined staffing and workload trends, as well as policy review and organizational structure.

- Conducted analysis of the department’s workload trends and recommended changes to staffing.
- Analyzed recreational programming needs of the community.

Brentwood, CA: Cody served as an analyst during this study, reviewing and assessing the operations and staffing of the parks and recreation department. The study examined all staffing, workload, and policies within the recreational functions of the city.

- Analysis of departments’ performance, organization, challenges, and policies.
- Recommendations included changes to organizational structure, programming, and process improvements.

Role on This Engagement:

Cody will serve as an analyst.

Relevant Clients:

- CA Brentwood
- CA Dublin
- CA Gilroy
- CA La Quinta
- CA Milpitas
- CA San Bernardino County
- CA Santa Maria
- CA Stockton
- WA Snohomish County

Years of Experience: 5

Education:

BA, Political Science, minor in Military Science/Leadership, University of Dayton

MPA, University of Nebraska Omaha

Professional Association:

International City/County Management Association (ICMA)

IPMA-CP Certification from the Professional Association for Public Sector HR Professionals (PSHRA)

4 References

The following project references are for similar projects completed by the firm and these references can attest to the quality and depth of our work efforts.

Client	Project Summary
<p>Milpitas, California (2 studies)</p> <p>Program and Fee Assessment and Cost Recovery Policy Development (as part of larger Master Plan Update)</p> <p>Operational Assessment</p> <p>Renee Lorentzen Director, Recreation and Community Services (408) 585-3409 rlorentzen@ci.milpitas.ca.gov</p>	<p>The Matrix Consulting Group, in partnership with another firm, worked with the City of Milpitas on the development of a new Master Plan during 2020-2021. During this study, developed a comprehensive program assessment, fee assessment and cost recovery analysis. Our cost recovery policy was adopted without change by the City Council. We also identified new areas for programming to meet changing community needs and expectations.</p> <p>Last year, we completed an operational and staffing assessment of the department that evaluated organizational structure, staffing levels and internal processes to align staffing and practices with workload. Key recommendations included additional staff in select areas, increased utilization of contractual staff to supplement full-time staff, and a reorganization of functions to balance spans of control and increase efficiency of operations.</p>
<p>Menifee, California</p> <p>Park Master Plan</p> <p>Jonathan Nicks Director of Community Services (951) 723-3707 jnicks@cityofmenifee.us</p>	<p>The Matrix Consulting Group conducted a comprehensive programming assessment for the City of Menifee’s recently adopted park master plan. This assessment evaluated current programming efforts, identified programmatic gaps (based on community input, emerging trends, and comparison to peer entities) and projected programming requirements for the coming decade. Additionally, we developed staffing recommendations necessary to support the expansion of programming.</p> <p>In addition, we conducted a financial review of the department’s revenue streams, cost recovery and fee approaches to ensure the department had a revenue stream sufficient to support all recommendations.</p>

Client	Project Summary
<p data-bbox="201 264 578 296">Athens-Clarke County, Georgia</p> <p data-bbox="201 327 638 390">Performance Audit of the Leisure Services Division</p> <p data-bbox="201 428 638 590">Stephanie Maddox Internal Auditor (706) 613-3012 Stephanie.Maddox@athensclarkecounty.com</p>	<p data-bbox="651 264 1427 443">The Matrix Consulting Group was engaged to assist the Internal Auditor in analyzing the operations of the Parks and Recreation Division, and to survey the community regarding their desires for recreational services. The client wished to engage communities that had historically been under-served.</p> <p data-bbox="651 470 1427 646">Our consultants facilitated resident focus groups, spoke to randomly selected residents, and designed a community survey designed to elicit both positive aspects of recreational services, as well as areas in which the Parks and Recreation Division needed to focus on the future.</p>
<p data-bbox="201 705 431 737">Libertyville, Illinois</p> <p data-bbox="201 768 638 831">Staffing Analysis of the Recreation and Sports Complex</p> <p data-bbox="201 869 638 999">Ashley Engelmann Deputy Village Administrator (847) 918-2108 aengelmann@libertyville.com</p>	<p data-bbox="651 705 1427 1077">The Village of Libertyville constructed a Recreation and Sports complex in 2002, with the objective of providing recreational services such as golf instruction and driving range, basketball, indoor soccer, fitness equipment, baseball batting cages, rock climbing and other activities both on a membership and day pass basis. The centerpiece of the complex, and the primary revenue-producer, was expected to be the driving range and golf instruction, however this did not materialize, and the Village was facing annual debt service of \$1.4 million, which was not being covered by current revenues.</p> <p data-bbox="651 1104 1427 1434">The Matrix project team analyzed offerings at the Sports Complex and recommended certain changes in these, but more critically, a more focused, data-driven analysis of the programs that were trending upward (and down) to adjust service offerings. In addition, we recommended a statistically valid resident survey to ascertain the positive and negative aspects of the Sports Complex in order to further refine offerings, and to potentially draw a portion of the residential base that does not currently patronize the Complex.</p>

5 Non-Collusion Affidavit

The County's Non-Collusion Affidavit is provided on the following page.

NON-COLLUSION AFFIDAVIT

State of North Carolina

Richard Brady, being first duly sworn, deposes and says that:

- 1. He/She is the President (title) of Matrix Consulting Group (firm's name), the responder that has submitted the attached response;
- 2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Such response is genuine and is not a collusive or sham response;
- 4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Dare County Schools Board of Education or any person interested in the proposed contract; and

Richard Brady

Signature

State of Florida
County of Broward

President
Title

NOTARIZE

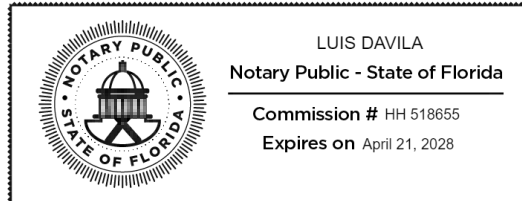
Subscribed and sworn to before me,

24th day of July, 2024

Notary Public: Luis M Davila

04/21/2028

My Commission Expires:



Notarized remotely online using communication technology via Proof.

DRIVER LICENSE produced as ID



DARE COUNTY, NC
RFQ – PARKS & RECREATION
NEEDS ASSESSMENT

JULY 2024

Contact:
Y² Analytics
Attn: Kyrene Gibb
250 E 200 S #1120
Salt Lake City, UT 84111
P: (801) 406-7877
kyrene@y2analytics.com

I. COVER LETTER

Thank you for this opportunity to respond to Dare County's request for qualifications to conduct a parks and recreation needs assessment. Y² Analytics has carefully reviewed this request, and we are confident that we have the expertise to aid Dare County—and, if necessary, its additional consultants—in the design, administration, and analysis of a robust public opinion process as a component of a comprehensive needs assessment study to explore current awareness and perceptions of Dare County Parks and Recreation services, as well as to guide future action by Dare County.

In the following pages you will find our complete proposal, which outlines our proposed step-by-step process and timelines for project execution, as well as a detailed explanation of our team's experience and expertise.

While our team has a wealth of experience in a variety of market research contexts, one of our core lines of business since our incorporation has been working with cities, counties, and other public entities to gather representative survey data from their residents—regularly examining overall community satisfaction, evaluations of public services, communication preferences, priorities for master planning and budgeting processes, utilization of and attitudes towards parks and recreation facilities, as well as public opinion regarding unique topics that stand to affect residents' quality of life on an as-needed basis.

In our history as an organization, we have worked with a number of Parks and Recreation departments and partnered with other contracted consultants to provide scientific research that has informed master plans, bond initiatives, service evaluations, and needs assessment studies.

Our firm prides itself on our commitment to proper statistical techniques while continuously exploring new approaches to keep survey research both accurate and cost effective. We have over 30 years of survey experience to draw upon, including hundreds of accurate surveys.

We are honored to be considered and we look forward to working with Dare County on this important needs assessment initiative.



Kyrene Gibb
Partner, Vice President of Research
Y² Analytics
250 E 200 S, Suite 1120, Salt Lake City, UT 84111
cell: (801) 541-6460 | email: kyrene@y2analytics.com

II. QUALIFICATIONS AND FIRM HISTORY

Y² Analytics is a boutique market research and data analysis group with extensive experience in executing representative municipal survey research. Our team includes seasoned researchers, capable analysts, veteran consultants, and database specialists—all at your disposal to deliver public opinion insights.

Our formal history as a company is brief, although our researchers have been designing and executing public opinion research throughout the U.S. for over 30 years. Since our incorporation in 2013, we have had the privilege of executing research on behalf of municipalities, special service districts, school districts, and state agencies, businesses large and small, national and local non-profit organizations, and a variety of public policy campaigns and ballot initiatives. We have established two offices—one in Salt Lake City, UT, and one in Washington, DC—and employ 22 people nationwide.

We know the importance of seeing the big picture, and we take pride in illuminating that picture through accurate public opinion research. We have been pleased to help several school districts successfully navigate their respective political environments to pass bond measures funding buildout or much needed repairs within their boundaries, and our work with cities and counties has enabled dozens of elected officials to make important policy decisions informed by a representative sample of their residents.

While we are passionate about rigorous quality and advanced statistical analysis, we pride ourselves on translating often overwhelming amounts of data into clear, actionable information. Our data visualization experts and highly trained analysts can help your decisionmakers see and understand the key implications of your survey research data.

Our expertise also extends to qualitative research, including focus groups and in-depth interviews (IDIs). Our researchers are skilled at guiding conversations that uncover important insights and generate compelling paths forward. When used in conjunction with quantitative tools, qualitative research can lay the groundwork for comprehensive, scientific surveys, allowing detailed conversations to inform broad strategic planning decisions.

We are also committed to ensuring public opinion data is not misinterpreted in the public sphere. We regularly appear at public forums and internal staff meetings to help interpret, clarify, and implement recommendations that come via opinion research.

Our accuracy stems from our commitment to the science of public opinion research. In terms of both developing survey instruments as well as overall methods to ensure survey accuracy and

confidence, Y² Analytics uses the “Total Survey Error” (TSE) conceptual framework first developed by Robert Groves, a former director of the U.S. Census Bureau and past president of the American Association of Public Opinion Research (AAPOR). TSE uses a cost/benefit approach to minimize survey error across all possible dimensions of a project within the available resources. Whether we field a survey via telephone interviews or self-administered online interviews, we employ the Total Survey Error framework at every step in the process.

Developing an unbiased survey instrument begins with understanding the research objectives of our client. Then we devise questions that draw upon past client experience, the academic literature, survey industry best practices, and our 30+ years of survey research experience. Focus groups can be used to develop questions on new topics where previous experience and literature are unavailable. Pretesting survey questions, or even Cognitive Interviewing tests can help avoid errors, especially with newly developed questions. All of these techniques can be built into a research design and balanced against the other demands for minimizing errors.

Predicted accuracy in the Total Survey Error (TSE) framework is a question of minimizing sampling error, measurement error, coverage error, and nonresponse error. Sampling error refers to using established random or probability sampling techniques together with an adequate sample size. Depending on the population of interest, we employ scientifically proven sampling methods that will yield statistically valid samples for both size and composition. Measurement error includes carefully worded and balanced questions that have been used elsewhere or pretested and are presented in a logical order. Coverage error means identifying the target population (the group you want to study) and matching it to a sampling pool (the group that you draw from for the probability sample). This is straightforward if accurate lists are available, like state registered voter rolls or municipal utility customer lists. Nonresponse occurs when not everyone selected for the sample is available to participate (or refuses to participate) and error occurs if this group is systematically different from the target population. The last stage of minimizing error involves constructing weights to ensure that the survey matches the population on key demographics. Finally, errors can occur in analysis and interpretation of results. Our analysis techniques are sophisticated and yet our presentation is accessible to those without advanced statistical training.

III. YOUR EXECUTIVE RESEARCH TEAM

QUIN MONSON, PH.D.

Quin is a recognized survey researcher and a founding partner at Y¹. Though he has extensive experience polling nationally and in a dozen states, Quin has developed a specialty for public opinion in the Mountain West. He has particular expertise with sampling, weighting, and online modes.

He has fielded countless political, academic, and professional surveys via traditional phone techniques, novel Internet modes, and increasingly rare in-person interviews. His publications appear in a variety of academic journals including *Political Analysis*, *Public Opinion Quarterly*, and *Political Research Quarterly*.

Quin received his Ph.D. from the Ohio State University where he focused on public opinion, and survey research methods. In addition to his work at Y², he is the former Director of the Center for the Study of Elections and Democracy and an Associate Professor of Political Science at Brigham Young University.

KELLY PATTERSON, PH.D.

Kelly is a founding partner at Y², a survey specialist and a political scientist. He has directed the Utah Colleges Exit Poll, a poll that has surveyed voters in the state of Utah for over 30 years. Kelly's expertise in questionnaire development includes experience with numerous randomized survey experiments and A/B testing.

His publications appear in a variety of academic journals including *Public Opinion Quarterly*, *Political Behavior*, the *Journal of Politics*, and the *Journal of Political Marketing*.

Kelly received his Ph.D. from Columbia University where he researched political parties, public opinion and voting behavior. He is also the former Director of the Center for the Study of Elections and Democracy at BYU and is currently a senior research fellow.

KYRENE GIBB

As a Partner and Vice President of Research at Y² Analytics, Kyrene works directly with her clients to develop and refine their research objectives and then design a wholistic approach to data collection and analysis that gets them the answers they need. She is passionate about methodology and has a wealth of experience leading qualitative, quantitative, and mixed method projects from start to finish.

Kyrene specializes in questionnaire design, survey management, data analysis, and focus group administration for various clients in diverse arenas. Leveraging the skills she developed in her course of study while earning a BA in Political Science, she has delivered insights to inform corporate brand strategy, municipal policy, and campaign messaging for ballot-bound issues and candidates. Prior to joining Y², Kyrene worked with GS Strategy Group, a national polling and

strategic consulting firm where she collaborated on projects for candidates, interest groups, trade associations, and major corporations.

TATIANA GILCHRIST

Tatiana is a Director of Research at Y² Analytics where she prioritizes providing clear, valuable, data-driven insights for her clients. She is experienced in executing qualitative, quantitative, and mixed methods studies and is passionate about turning the data from these studies into actionable insights. Tatiana specializes in survey management, data analysis, and data visualization. She is also experienced in project management, which she considers pivotal to both executing successful projects and ensuring team members and clients feel valued. She is a graduate of Brigham Young University.

JADE BURT, PH.D.

Jade is a Director of Research at Y² Analytics whose area of expertise is advanced statistical analysis and survey methodology. He received his Ph.D. from the University of Michigan where his dissertation research focused on primary elections, legislators' endorsement behavior, and public response to elite cues. His other research interests include political campaigns, religion, and political geography. He became an expert on regression modeling including choice modelling, conjoint experiments, and survey research methods including survey experiments, measurement, and question wording.

While at Michigan, he worked on the team that designed and piloted the 2020 American national elections study (ANES) and was involved with analyzing new questions and proposed modifications to the survey. His other leadership roles included serving terms as president of Michigan's graduate association of political scientists and as chair of the interdisciplinary workshop on American politics. Jade attended Utah State University where he graduated with a dual major in Statistics and Political Science.

IV. PUBLIC OPINION RESEARCH FOR THE DARE COUNTY PARKS & RECREATION NEEDS ASSESSMENT

All of our research design begins with the objectives of our client. As stated in the RFQ, Dare County's objectives are to conduct a robust public engagement process as a component of a Parks & Recreation needs assessment to learn how the County's services are perceived by residents, identify areas of importance to County residents as well as areas for improvement and/or improved outreach, and to understand the current population and market trends through a public opinion lens.

These objectives imply a need for two types of data: qualitative or in-depth exploration of the underlying attitudes and behaviors that inform perceptions of Dare County's Parks & Recreation offerings, and quantitative or statistically valid measurements of those perceptions and overall sentiment. We recommend a multi-modal approach to the public engagement component of this needs assessment, including both qualitative and quantitative research.

Lines of inquiry for such a study would include questions regarding County residents' satisfaction with current Parks & Recreation services, location and programming preferences for current and future Parks & Recreation offerings, and desired modes of communication for news about events, services, and programs.

In our view, our prior research engagements examining public opinion regarding parks and recreation amenities and programming on behalf of other municipalities position us well to help you accomplish your research goals. In the following pages, we offer a thorough description of our recommended public engagement methodology, including the corresponding timelines and deliverables.

PHASE ONE: QUALITATIVE STUDY

When examining public opinion, it is important to understand the considerations that inform overall sentiment and that drive satisfaction. Surveys can only measure what is asked, which requires the research team to be thorough in what they include. However, prior to developing a survey, it helps to have a safe environment where we can explore table stakes and values. Focus groups allow us to be both thorough and thrifty, while also giving us a venue to probe opinion beyond superficial statements of support or opposition.

In the qualitative study phase, we recommend conducting four focus groups among residents of Dare County, including two groups of men and two groups of women, each consisting of a mix

of 6-8 current residents. There is a robust body of literature that suggests that women and men do not participate equally in mixed-gender deliberative bodies, therefore we insist on at least two groups of citizens from which to gather balanced perspectives. A group of 6-8 gives us enough participants to represent a reasonable range of opinions but not so many that we discourage equal contribution to the conversation from all participants. We typically plan for ninety minutes to two hours per group to maximize the amount of information we can present without sacrificing attention span.

Working with your team, we will draft a focus group moderator's guide. The intent is to foster discussions that examine Dare County's Parks and Recreation offerings from a variety of angles, including baseline knowledge, desired services, satisfaction with existing services, and knee-jerk reactions to any proposed courses of action. If there is a path to increase resident satisfaction, or if there is an aspect public opinion that is currently an obstacle to the Dare County's future success, these interviews and group discussions will help us uncover these elements.

Once we have designed a discussion guide that accomplishes your objectives, we will work with Dare County to schedule and administer the focus groups on-site. Our team will recruit participants, screen them for eligibility, reserve a venue, conduct the groups, film the proceedings, analyze the discussions, and provide an anonymized transcript with our key findings for internal review. We encourage our clients to attend the groups and sit in a "back room" to observe, take notes, and provide guidance during the discussions.

PHASE ONE DELIVERABLES

- Focus group discussion guide.
- Summary memo including key findings related to public sentiment of parks and recreation needs.
- Recommended amenities, programs, and aspects of service to be tested in the quantitative survey (Phase Two)
- Presentation to key stakeholders

PHASE TWO: QUANTITATIVE STUDY

The results of the qualitative focus groups will afford us a thorough understanding of residents' perspectives and needs regarding recreation in the community and will guide the development of a scientific survey to be fielded among a sample of current Dare County residents. This survey will allow us to quantitatively verify our focus group findings, lending us both breadth and depth as we examine attitudes and usage of parks and recreation amenities and programs.

For our parks and recreation needs assessment research, we recommend online surveys utilizing various invitation modes. Using the online medium will both save you money and offer us a richer dataset from which to make recommendations when compared to live telephone interview or paper questionnaire data collection. We can design survey experiments, include visual aids, and allow respondents to complete the survey at their leisure without the added cost of live interviewer time. Additionally, our web survey platform functions seamlessly via desktop or mobile device and can easily integrate survey translations, allowing us to provide the highest level of accessibility for survey respondents. Participation in this online survey would be solicited via email, text message, and mailed invitations. We also provide all respondents with a support line should they prefer to have the survey administered to them over the phone or if they encounter any technical difficulties with the online survey.

In our view, more critical than survey mode is the sampling methodology—we insist on scientific samples. Online panel surveys or mail surveys that allow anyone to participate without using random sampling often find themselves overwhelmed and biased by interest groups with a stake in the outcome, and they provide little opportunity for geocoding response data or otherwise verifying representativeness. Randomized sampling, regardless of the interview medium, ensures a non-biased sample. We utilize address-based sampling to randomly select households throughout the county to receive survey invitations. We acquire household contact information—including mailing address and, where available, cellphone numbers and email addresses—from a third-party consumer data vendor. Then we invite sampled residents to take the survey via email, text message, and/or printed postcard invitations as needed to provide maximum coverage and representativeness. We send up to three reminder invitations and monitor the demographic makeup and geographic distribution of respondents to ensure that we have a representative sample prior to the conclusion of our data collection process.

To encourage resident participation in the survey, we recommend an outreach campaign that utilizes fliers, County newsletter or email notifications, and DareNC.gov or social media posts to inform residents of this important data collection initiative. We typically provide our municipal clients with draft copy for posts or emails to be shared with residents prior to the distribution of

survey invitations to selected households. This typically alleviates potential concerns about scam communications or data privacy, but we are always happy to address specific questions or concerns if residents reach out and will facilitate a Frequently Asked Questions page for further reference. Depending on survey response rates, we may consider additional measures to boost participation such as nominal gift card incentives for a specified number of respondents, e.g., “the next 100 residents to respond to this survey will receive a \$10 e-gift card.”

The process begins with a kick-off meeting where we discuss and confirm your research objectives. Our team takes lead drafting a questionnaire that accomplishes your research objectives and provides sufficient data to inform the next steps in the analysis of local parks and recreation needs. We then manage any back-and-forth revision needed as your staff and elected officials become comfortable with the questionnaire that will be fielded to residents.

While the questionnaire is going through revisions, we acquire an address list and take a random sample of the households within the Dare County municipal boundaries. We work with consumer marketing companies to match names and addresses to cell phone numbers and email addresses for residents where possible, and where we lack this contact information coverage sampled residents will receive a postcard invitation to participate in the survey.

Once the questionnaire is finalized, our team programs it for online administration in such a way that respondents can take it either on a desktop or on their mobile device. If desired, the survey will also be translated and made available for completion both in English and Spanish based on the respondent’s default browser settings or language preferences at this stage. Then we share a preview link for the fully programmed survey as well as a copy of the email, text message, and postcard invitation language for stakeholder approval.

Once approved, we launch the survey. We time the mail, text messages, and emails to arrive at households in the same week to be as efficient as possible with data collection. We gather responses until we reach the necessary number and composition of completed survey interviews to achieve a representative sample.

In the days following the collection of a sufficient number of interviews, we will clean and weight the data and provide a basic topline report, which includes the average or overall response to each question in the survey. Then our analysts will run a deep-dive analysis, looking for demographic patterns and explanatory findings. Once this deep-dive is complete, we will deliver a full presentation and a report of recommendations. We are happy to present the results to any group you request, publicly or privately. Our team has significant experience with public presentations as well as interaction with members of the press, if that is desired.

Our reports are rigorous, but concise and mostly visual to help comprehension. We focus on actionable data and will not bog decision makers down with lengthy reports and tables unless they are relevant to the path going forward.

PHASE TWO DELIVERABLES

- 1. Questionnaire draft and rounds of revision.
- 2. Survey programming and administration
 - o N=500-600 current residents (variable based on survey response rates), resulting in a Margin of Error of +/-4.0 to 4.5 percentage points
- 3. Full topline report, which includes full question wording and basic results. This will also include a complete appendix of verbatim open-ended responses.
- 4. Full analysis, in the form of a branded PowerPoint deck which includes:
 - o Description of methodology
 - o Respondent demographic breakdown
 - o Executive summary of key findings and actionable recommendations
 - o Demographic subgroup and geographic breakdowns where there are statistically important differences
 - o Text analysis of open-ended questions
 - o Trended analysis comparisons with past data collected where appropriate
- 5. Presentation to key stakeholders

Hard copies of any of these deliverables, documentation, or additional forms of reporting can be made available upon request.

TIMELINE

A typical timeline incorporating both phases of research would proceed as follows:

PHASE ONE

- Weeks 1-3: Project kickoff
 - o Development of focus group participant criteria, focus group location identification
 - o Development of focus group discussion guide(s)
- + Weeks 4-5: Focus group participant recruitment
- Week 6: Focus groups discussions held, summary findings compiled

PHASE TWO

- + Weeks 1-2 (7-8): Questionnaire development and refinement, sample acquisition and preparation
- + Week 3 (9): Online programming and QA testing
- + Weeks 4-6 (10-12): Survey fielding, data collection
- + Week 7 (13): Data cleaning, weighting, and geocoding
- + Week 8 (14): Topline report delivery
- + Week 9 (15): In-depth analysis and report production
- + Week 10 (16): Full report delivery

Projects can be delayed if client approval requires public hearings or extensive back and forth on questionnaire development. But our staff is flexible and can accommodate whatever makes sense for staff, elected officials, and any other key decision makers—including accelerating reporting timelines when needed. We are also happy to work in tandem with additional project consultants such as landscape architects or planners to ensure that our scientific approach to public engagement compliments the overall Parks & Recreation needs assessment process and timelines.

V. RELEVANT EXPERIENCE & REFERENCES

SANDY CITY PARKS MASTER PLAN

Sandy City contracted with GSBS Architects to update their Parks Master Plan in 2023. As a component of this update process, Sandy administrators and elected officials were interested in gathering a representative sample of community opinions regarding the City's parks and recreational amenities. In order to accomplish this goal, Y² Analytics was retained to conduct a scientific survey of Sandy City residents. Y² Analytics worked together with the GSBS team to design a survey questionnaire that addressed the City's questions and the consultants' needs to support the Master Plan. The representative survey that was fielded for this project validated the findings from open houses and other forms of public engagement that were integrated into the overall process and added quantitative heft that gave decisionmakers confidence that the updated Parks Master Plan's recommended direction was reflective of the desires of the Sandy City community at large.

Sandy City

Dan Medina – Parks & Recreation Director
10000 S Centennial Pkwy, Sandy, UT 84070
801-568-7100 | dmedina@sandy.utah.gov

GSBS Architects

Christine Richman – Economic Planning / Principal, AICP
375 West 200 South, Salt Lake City, UT 84101
801-521-8600 | crichman@gsbsconsulting.com

FARMINGTON CITY PARKS, RECREATION, ARTS, & TRAILS PLANNING

In 2023, the City of Farmington was undergoing a Parks, Recreation, Arts, & Trails needs assessment. As the City's primary consultant on the project, Landmark Design encouraged Farmington decision makers to consider a statistically valid survey of City residents to examine the community's priorities and recreational amenity usage. The City contracted with Y² Analytics to conduct this scientific research. The results of the representative survey highlighted areas for potential improvements to existing amenities and opportunities for programming expansion that guided Landmark Design's ultimate recommendations for future investments in Parks, Recreation, Arts, & Trails in the City.

Farmington City

Colby Thackeray – Parks & Recreation Director
720 W. 100 N., Farmington 84025
801-451-0953 | cthackeray@farmington.utah.gov

Landmark Design

Lisa Benson – PLA, ASLA, AICP
850 South 400 West, Studio 104, Salt Lake City, UT 84101
801.474.3302 | lisab@ldi-ut.com

**NON-COLLUSION, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

Y2 Analytics, LLC

Full Name of Firm

250 E 200 S, Suite 1120, Salt Lake City, UT, 84111

Address as Prequalified



Signature of Witness



Signature of Member/Manager/Authorized Agent
Select appropriate title

Isabella Fregoso, Director of Process & Compliance
Print or type Signer's name

Kyrene Gibb, Partner, VP of Research
Print or type Signer's Name

Date 07/23/2024
Must be within 60 days of application

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.



Capital Project Ordinance for Architectural Contract for Dare County Public Works Replacement

Description

Capital project ordinance to establish an initial budget for architectural services for fiscal year 2025 CIP projects to replace the County Public Works facility (Manteo) and to replace the Buxton Public Works facility.

Board Action Requested

Adopt the capital project ordinance.

Item Presenter

David Clawson, Finance Director

County of Dare, North Carolina
Capital Project Ordinance
for
Series 2025A LOBs

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, for the Series 2025A LOBs, is hereby adopted.

Section 1 This ordinance is to establish an initial budget for architectural services for the Dare County and Dare County Buxton Public Works replacement projects as approved in the fiscal year 2025 capital improvements plan.

Section 2 The following budget shall be conducted within the Capital Projects Fund (fund #61).

Section 3 The following amounts are appropriated for the projects:

Public Works - architectural services	615717-710900-60390	\$3,865,909
Public Works - architectural services	615717-710900-60391	\$738,518

Section 4 The following revenues are anticipated to be available to complete the project:

Debt Proceeds S2025A LOBs	613090-470318-98741	\$4,604,427
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Section 5 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

Section 6 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, and to the Clerk to the Board of Commissioners.

Adopted this 5th day of August 2024.

Chairman, Board of Commissioners

[SEAL]

Skyler Foley, Clerk to the Board of Commissioners



Public Works and Buxton Transfer Construction Project Design Contract

Description

Oakley Collier Architects, based out of Rocky Mount NC, was selected to be the design firm of choice for the Public Works and Buxton Transfer Construction projects. Attached is their design contract for services related to the design and programming of these projects.

Board Action Requested

Approve the design contract and authorize the County Manager to sign.

Item Presenter

Dustin Peele - Project and Procurement Manager



AIA Document B101 – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 12th day of July in the year 2024

BETWEEN the Architect's client identified as the Owner:

Dare County
PO Box 1000
Manteo, NC 27954

and the Architect:

Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804

for the following Project:

Dare County Public Works - OCA Project # 21032-9 / Buxton Convenience Site - OCA Project # 22028

This project shall be to replace all the existing facilities located within the existing Dare Co Public Works located at 1018 Driftwood Dr, Manteo, NC. The work shall consist of designing five (5) replacement facilities, consisting of approximately 58,000 SF site. The redesign will also include a new public drop off recycle area and 17' x 30' parking area.

The second portion of this contract shall be for the redesign of the Buxton Convenience site as well as the required support facilities and bringing the overall campus in compliance with the State of NC codes and regulations

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
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

(Paragraph deleted)

As defined in the Dare Co Public Works Needs Assessment dated January 2022, pages 15-16.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

Public Works- will consist of 5 new facilities, approximately 58,000 SF, 10 acres site redesign, parking and public recycle area. See attached Site Plan

Buxton Convenience Site- the project will redesign/replace all elements of the existing facility. See attached Site plan.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Public Works \$42,525,000.00, Buxton Convenience site \$8,143,698.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- 1 Design phase milestone dates, if any:

TBD

- 2 Construction commencement date:

TBD

3 Substantial Completion date or dates:

(Paragraphs deleted)

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Construction Manager at Risk (CMAR)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Robert Outten, David Clawson, Dustin Peele
Dare County
PO Box 1000
Manteo, NC 27954
(252) 475-5731
Email: davec@darenc.com, dustin.peele@darenc.com, outten@darenc.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

N/A

§ 1.1.9 As an additional service the Architect shall retain the following consultants and contractors:

1 Geotechnical Engineer:

Southern Engineering
5400 Old Poole Road
Raleigh, NC 27610

2 Surveyor:

Timmons Group
5410 Trinity Road
Raleigh, NC 27607

Stokes Surveying & Mapping, PLLC
1425 Rock Quarry Rd, STE 105B
Raleigh, NC 27610

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Timothy Oakley, Principal, Ann Collier, Principal, Franki Joynor, Construction Administrator
Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27864
(252) 937-2500
Email: toakley@oakleycollier.com, acollier@oakleycollier.com, fjoynor@oakleycollier.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2;
(Paragraph deleted)

§ 1.1.11.1 Consultants retained under Basic Services:

1 Structural Engineer:

Stewart Engineering
223 S West Street, Suite 1100
Raleigh, NC 27603
(919) 380-8750

2 Mechanical Engineer:

Atlantea Engineers, PA
3221 Blue Ridge Road # 113
Raleigh, NC 27612
(919) 571-1111

3 Electrical Engineer:

Atlantea Engineers, PA
3221 Blue Ridge Road # 113
Raleigh, NC 27612
(919) 571-1111

4 Civil Engineer:

Timmons Group
5410 Frinity Road
Raleigh, NC 27607
(919) 866-4951

Quible & Associates, P.C.
PO Box 870
Kitty Hawk, NC 27949
(252) 261-3300

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document B203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document B203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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 until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, 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, and shall not be responsible for, the accuracy, completeness, and timeliness 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, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities

§ 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, the proposed procurement and 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project 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 representations. 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 sustainable 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 more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 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 other appropriate elements. 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 prepared in accordance with Section 6.3.

§ 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) 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 prepared in accordance with Section 6.3.

§ 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 Procurement 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 or Construction Manager at Risk

§ 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. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. 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 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and 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™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, 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 4.2 and except as provided in Section 3.6.6.5, 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 4.2.3, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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 the 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, 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 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 A201-2017, 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) 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 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 of the schedule. 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 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 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, 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 the 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 order 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 Section 4.2, 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:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, 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 Substantial Completion has been achieved, 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 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Paragraph deleted)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect (Basic Services)
§ 4.1.1.2 Multiple preliminary designs	Architect (Basic Services)
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Architect (Basic Services)
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering / Topographic Survey/ Geotechnical Report Underground Utility Location	Architect (Basic Services)
§ 4.1.1.9 Landscape design	Architect (Basic Services)
§ 4.1.1.10 Architectural interior design	Architect (Basic Services)
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect (Basic Services)
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect (Basic Services)
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect (Basic Services)
§ 4.1.1.21 Telecommunications/data design	Owner / Architect

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.1	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner / Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

See Exhibit A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

See Exhibit B

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 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 Additional 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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
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 models or other design documentation 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;
7. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto.

(Paragraph deleted)

- 8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- 9 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- 1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved 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; or,
- 5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner.

- 1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 Weekly () visits to the site by the Architect / Architect's Representative during construction
- 3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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.

§ 5.2 The Owner shall establish 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. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. 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 other 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 test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic 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 provide the Supplemental Services designated as the Owner's responsibility in Section 4.1 f.

(Paragraph deleted)

§ 5.8 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 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.

§ 5.14 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.

§ 5.15 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.

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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall 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, and 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 recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, 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 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, 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.

§ 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 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 under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. 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 suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, 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 authors 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 Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and 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 A201-2017, 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 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party in this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a

complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other:

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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 Owner shall pay the Architect 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.

§ 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 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 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. 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 A201-2017, 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 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.

init.

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User Notes:

(1895299553)

§ 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

1	Stipulated Sum	
	Public Works	\$3,865,909.00
	Houston Transfer	\$738,518.00
	Total Both Projects	\$4,604,427.00

(Paragraphs deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

See Exhibit C; All fees are included in overall fee as the base fee.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

Hourly Bill Rates:	
Principal	\$325
Sr. Designer	\$275

Project Manager	\$225
Construction Administrator	\$200
Sr. BIM Tech	\$175
Jr. BIM Tech	\$150
Administrative	\$120

§ 11.4 Compensation for Supplemental and 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
(Paragraphs deleted)
twenty percent (20 %), or as follows:

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

Schematic Design Phase	twenty	percent (	20	%)
Design Development Phase	twenty two & half	percent (	22.5	%)
Construction Documents Phase	forty five	percent (	45	%)
Procurement Phase	two & half	percent (	2.5	%)
Construction Phase	ten	percent (	10	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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. 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 are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Hourly Bill Rates	
Principal	\$325
Sr. Designer	\$275
Project Manager	\$225
Construction Administrator	\$200
Sr. BIM Tech	\$175
Jr. BIM Tech	\$150
Administrative	\$120

(Row deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

1.

(Paragraphs deleted)

Permitting and other fees required by authorities having jurisdiction over the Project;

(Paragraphs deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twenty percent (20 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) 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.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 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 thirty (30) 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.

1.5 % monthly

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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:

N/A

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 the Owner and Architect.

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

- 1 AIA Document B101™ 2017, Standard Form Agreement Between Owner and Architect
- 2 Other documents:

(Paragraphs Deleted)

- AIA [D40]: Certification of Document's Authenticity
- Certificate of Insurance
- Exhibit A- Summary of Architect's Supplemental Services
- Exhibit B- Summary of Owner's Supplemental Services
- Dare County Public Works Needs Assessment dated Jan 2022
- Buxton Site Plan

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



OWNER (Signature)

Robert Chilton, County Manager
(Printed name and title)

ARCHITECT (Signature)

Timothy D Oakley Principal
(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:36:47 ET on 07/12/2024.

PAGE 1

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year) 12th day of July in the year 2024

...
(Name, legal status, address and other information)
Dare County
PO Box 1000
Manteo, NC 27954

...
(Name, legal status, address and other information)
Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804

for the following Project:

Dare County Public Works - OCA Project # 21032-9 / Busion Convenience Site - OCA Project # 22028
(Name, location and detailed description) This project shall be to replace all the existing facilities located within the existing Dare Co Public Works located at 1018 Driftwood Dr, Manteo, NC. The work shall consist of designing five (5) replacement facilities, consisting of approximately 58,000 SF site. The redesign will also include a new public drop off/recycle area and 177 vehicle parking area.

The second portion of this contract shall be for the redesign of the Busion Convenience site as well as the required support facilities and bringing the overall campus in compliance with the State of NC codes and regulations.

PAGE 2

(For each item in this section, insert the information and statement such as "not applicable" or "redesign of time of execution.")

...
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As defined in the Dare Co Public Works Needs Assessment dated January 2022, pages 15-16,

(Identify or describe pertinent information about the Project's physical characteristics, such as size, location, dimensions, geotechnical reports, site boundaries, topographic surveys, traffic and utility studies, availability of public and private utilities and services, legal description of the site, etc.)

Public Works- will consist of 5 new facilities, approximately 58,000 SF, 10 acres site redesign, parking and public recycle area. See attached Site Plan

Houston Convenience Site- the project will redesign/replace all elements of the existing facility. See attached Site plan.

(Provide total and, if known, a line item breakdown.)

Public Works \$42,525,000.00, Houston Convenience site \$8,143,698.00

TBD

TBD

PAGE 3

▲ Other milestone dates:

TBD

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)
Construction Manager at Risk (CMAR)

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(List name, address, and other contact information.)

Robert Gatten, David Clawson, Dustin Peck

Dare County

PO Box 1000

Manteo, NC 27954

(252) 475-5731

Email: davec@dclanm.com, dustin.peck@darenc.com, robertg@dclanm.com

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner As an additional service the Architect shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

Southern Engineering
5400 Old Poole Road
Raleigh, NC 27610

2 Surveyor:

Timmons Group
2-Civil Engineer, 5110 Trinity Road
Raleigh, NC 27607

Spekes Surveying & Mapping, PLLC
1425 Rock Quarry Rd, Ste 105B
Raleigh, NC 27619

3-Other, if any:

(List any other consultants and contractors retained by the Owner.)

PAGE 4

(List name, address, and other contact information.)

Timothy Oakley, Principal, Ann Collier, Principal, Frank Joyner, Construction Administrator
Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804
(252) 937-2590
Email: toakley@oakleycollier.com, acollier@oakleycollier.com, fjoyner@oakleycollier.com

(List name, legal status, address, and other contact information.)

Street Engineering
223 S West Street, Suite 1100
Raleigh, NC 27603
(919) 380-8750

Atlantec Engineers, PA
3221 Blue Ridge Road # 113
Raleigh, NC 27612
(919) 571-1111

Atlanta Engineers, PA
3221 Blue Ridge Road #113
Raleigh, NC 27612
(919) 571-1111

A. Civil Engineer:

Timmons Group
5410 Trinity Road
Raleigh, NC 27607
(919) 856-4951

Quible & Associates, P.C.
PO Box 870
Kitty Hawk, NC 27949
(252) 261-3300

NA

PAGE 5

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, all Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G203™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the auditors of, or contributors to, the building information model, and each of their agents and employees.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

PAGE 8

§ 3.5.2 Competitive Bidding or Construction Manager at Risk

§ 3.5.3 Negotiated Proposal

§ 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. facilitating the distribution 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;
3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and
4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

PAGE 11

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

§ 4.1.1.1	Programming	Architect (Basic Services)
§ 4.1.1.2	Multiple preliminary designs	Architect (Basic Services)
§ 4.1.1.3	Measured drawings	Not Provided
§ 4.1.1.4	Existing facilities surveys	Not Provided
§ 4.1.1.5	Site evaluation and planning	Not Provided
§ 4.1.1.6	Building Information Model management responsibilities	Architect (Basic Services)
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering / Topographic Survey/ Geotechnical Report / Underground Utility Location	Architect (Basic Services)
§ 4.1.1.9	Landscape design	Architect (Basic Services)
§ 4.1.1.10	Architectural interior design	Architect (Basic Services)
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.14	Customized documents for construction	Architect (Basic Services)
§ 4.1.1.15	As-designed record drawings	Not Provided
§ 4.1.1.16	As-constructed record drawings	Architect (Basic Services)
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect (Basic Services)
§ 4.1.1.21	Telecommunications/data design	Owner / Architect

§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner / Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

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(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibit A

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit B

§ 4.1.2 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E304™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

- 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 entities providing bids or proposals;
- 10 ~~8~~ Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- 11 ~~9~~ Assistance to the Initial Decision Maker, if other than the Architect.

PAGE 13

- 1 ~~Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 ~~Weekly ()~~ visits to the site by the Architect / ~~Architect's Representative~~ during construction
- 3 ~~Two (2)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 ~~Two (2)~~ inspections for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~twenty-four (24)~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 14

§ 8.2 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document C191™-2017, Sustainable Projects Exhibit, attached to this Agreement.

PAGE 17

(Check the appropriate box.)

...

Litigation in a court of competent jurisdiction

Other: *(Specify)*

...

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

PAGE 18

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

—

N/A

—

N/A

PAGE 19

(Insert amount)

Public Works	\$3,865,909.00
Buxton Transfer	\$738,518.00
Total Both Projects	\$4,604,427.00

2 — Percentage Basis
(Insert percentage value)

1 — % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

2 — Other
(Describe the method of compensation)

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit C. All fees are included in overall fee as the base fee

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

Hourly Bill Rates:

Principal	\$325
Sr. Designer	\$275
Project Manager	\$225
Construction Administrator	\$200
Sr. BIM Tech	\$175
Jr. BIM Tech	\$150
Administrative	\$120

§ 11.4 Compensation for Supplemental and 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 (— %) as set forth below:

(Insert amount of, or basis for, computing Architect's consultants' compensation for Supplemental or Additional Services)

Twenty percent (20 %) as set forth below:

PAGE 20

Schematic Design Phase	twenty	percent (	20	%)
Design Development Phase	twenty two & half	percent (	22.5	%)
Construction Documents Phase	forty five	percent (	45	%)
Procurement Phase	two & half	percent (	2.5	%)
Construction Phase	ten	percent (	10	%)

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

Hourly Bill Rates:

Principal	\$325
Sr. Designer	\$275
Project Manager	\$225
Construction Administrator	\$200
Sr. BIM Tech	\$175
Jr. BIM Tech	\$150
Administrative	\$120

Employee or Category

Rate (\$0.00)

- 1—Transportation and authorized out-of-town travel and subsistence;
- 2—Long distance services, dedicated data and communication services, teleconferencing, Project web sites, and extranets;
- 3—Permitting and other fees required by authorities having jurisdiction over the Project;
- 4—Printing, reproductions, plots, and 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, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- 8—If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- 9—All taxes levied on professional services and on reimbursable expenses;
- 10—Site office expenses;
- 11—Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- 12—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 twenty percent (20 %) of the expenses incurred.

PAGE 21

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 3.5, and for which the Owner shall reimburse the Architect.)

N/A

...

§ 11.10.1.1 An initial payment of zero (\$ 0) 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.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 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 thirty (30) 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.)

1.5 % monthly

...

(Include other terms and conditions applicable to this Agreement.)

N/A

...

2—Building Information Modeling Exhibits, if completed: Other documents

3—Exhibits

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document B204™ - 2017, Sustainable Projects Exhibit, dated as indicated below AIA
D491, Certification of Document's Authenticity

(Insert the date of the B204-2017 incorporated into this agreement.) Certificate of Insurance

Exhibit A- Summary of Architect's Supplemental Services

Exhibit B- Summary of Owner's Supplemental Services

Dare County Public Works Needs Assessment dated Jan 2022

Other Exhibits incorporated into this Agreement: Sutton Site Plan

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scope of services identified as exhibits in Section 4.1.2.)

A- Other documents:

(List other documents, if any, forming part of the Agreement.)

PAGE 22

Robert Outten, County Manager

Timothy D Oakley Principal

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:36:47 ET on 07/12/2024 under Order No. 4104241437 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal

(Title)

07/12/2024

(Dated)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2024

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

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

PRODUCER Insurance Management Consultants, Inc. P.O. Box 2490		CONTACT NAME: PHONE (A/C, No, Ext): (704) 799-1600 FAX (A/C, No): (704) 799-2955 E-MAIL ADDRESS: cert@imcips.com	
Davidson NC 28036		INSURER(S) AFFORDING COVERAGE	
		INSURER A: RLI Insurance Company INSURER B: Liberty Insurance Underwriters INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Oakley Collier Architects, PA 109 Candlewood Road Rocky Mount NC 27804		NAIC # 13056 19917	

COVERAGES**CERTIFICATE NUMBER:** 24/25 All Lines Renewal**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0003333	04/19/2024	04/19/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001740	04/19/2024	04/19/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			PSE0001959	04/19/2024	04/19/2025	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002542	04/19/2024	04/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability			AEX100675-0009	04/19/2024	04/19/2025	Per Claim	\$2,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Dare County 954 Marshall C. Collins Drive Room 286 Manteo NC 27954	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Karen McCade</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location
- B. Additional Insured – Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph 2.a. of C. Limits of Liability of SECTION I – INSURING AGREEMENT is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
 - (1) injury and damage included in the products-completed operations hazard or;
 - (2) any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your “projects” away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

“Projects” mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each “project” at the same “location” shall be considered a single “project”.

For the purposes of this provision, “location” means

- (1) premises involving the same or connecting lots;
- (2) premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

B. Additional Insured – Primary/Non-contributory

Paragraph K. Other Insurance of SECTION IV – CONDITIONS is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph L. Subrogation of SECTION IV – CONDITIONS is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number:
Named Insured:

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or

“loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any “auto” that is hired, rented or borrowed with a driver; or
 - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
 - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

(a) You shall undertake the investigation, settlement and defense of such claims and “suits” and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

(i) For the amount of damages because of liability imposed upon you by law on account of “bodily injury” or “property damage” to which this insurance applies, and

(ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or “suits”. Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.

(3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single “accident” or “loss”.

(4) You must maintain the greater of the following primary auto liability insurance limits:

(a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or

(b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the “accident” occurs; or

(c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a “loss”, we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. **Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

(1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered “auto”.

(2) We will pay only for those covered “autos” for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.

(3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered “loss” and ends at the time when the covered “auto” can be reasonably repaired or replaced.

(4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

“Bodily injury” also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. “Insured contact” is modified as follows:

1. Paragraph H.3. is replaced by the following:

3. Any easement or license agreement.

2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner if you are a partnership; or

- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES

This endorsement modifies insurance provided under the following:

RLIPack[®] COMMERCIAL EXCESS LIABILITY COVERAGE FORM

B. SECTION IV – CONDITIONS is amended as follows:

1. Paragraph **D. Cancellation** is replaced by the following:

2. Cancellation Requirements

a. Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

- (1) Expiration of the policy term; or
- (2) Anniversary date, stated in the policy only for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;
 - (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
 - (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;

(e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;

(f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

(g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;

(h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;

(i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or

(j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

(i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(ii) 30 days before the effective date of cancellation if we cancel for any other reason.

c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.

d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

2. The following paragraphs are added and supersede any other provision to the contrary:

M. Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
 - a. Expiration of the policy if this policy has been written for one year or less; or
 - b. Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.
2. We need not mail or deliver the notice of nonrenewal if you have:
 - a. Insured property covered under this policy, under any other insurance policy;

- b. Accepted replacement coverage; or
 - c. Requested or agreed to nonrenewal of this policy.
 3. If notice is mailed, proof of mailing will be sufficient proof of notice.
- N.** The written notice of cancellation or nonrenewal will:
1. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
 2. State the reason or reasons for cancellation or nonrenewal.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

- (b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this Policy, continuing this Policy or presenting a claim under this Policy;
- (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
- (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;
- (e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;
- (f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;
- (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;
- (h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;
- (i) A determination by the Commissioner of Insurance that the continuation of the Policy would place us in violation of the laws of North Carolina; or
- (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or bylaws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

- (a) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

- (b) 30 days before the effective date of cancellation if we cancel for any other reason.

- c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.
- d. We may also cancel this Policy for any reason not stated above provided we obtain your prior written consent.

- 2. The following paragraphs are added and supersede any other provision to the contrary:

M. Nonrenewal

- 1. If we elect not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
 - a. Expiration of the Policy if this Policy has been written for one year or less; or
 - b. Anniversary date of the Policy if this Policy has been written for more than one year or for an indefinite term.
- 2. We need not mail or deliver the notice of nonrenewal if you have:
 - a. Insured property covered under this Policy, under any other insurance policy;
 - b. Accepted replacement coverage; or
 - c. Requested or agreed to nonrenewal of this Policy.
- 3. If notice is mailed, proof of mailing will be sufficient proof of notice.

- N. The written notice of cancellation or nonrenewal will:

- 1. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the Policy, or if not indicated in the Policy, at their last known addresses; and
- 2. State the reason or reasons for cancellation or nonrenewal.

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 2

Effective Date: April 19, 2023
Policy Number: AEX100675-0008
Issued To: Oakley Collier Architects, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION/NON-RENEWAL ENDORSEMENT – NORTH CAROLINA

Wherever used in this endorsement: 1) Insurer means "we", "us", "our" or the "Company" as those terms are defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) "Insured(s)" means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION.

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating at what future date cancellation is to be effective.
2. The Insurer may cancel the policy at any time and for any reason within the first sixty (60) days. The Insurer will mail or deliver written notice of cancellation at least fifteen (15) days prior to the effective date of such cancellation if cancellation is for non-payment of premium. The Insurer will mail or deliver written notice of cancellation at least thirty (30) days prior to the effective date of such cancellation for any other reason.
3. If the policy has been in effect for sixty (60) days or more, it may be canceled only for one of the following reasons:
 - a. Non-payment of premium;
 - b. Material misrepresentation in obtaining the policy, in pursuing a claim, or in renewing the policy;
 - c. Substantial breaches of contractual duties, conditions or warranties;
 - d. Increased hazard or material change in the risk;
 - e. A fraudulent acts by the Insured or the Insured's representatives that materially affects the nature of the risk;
 - f. Failure by the Insured to implement reasonable loss control requirements;
 - g. If the Insurer loses its reinsurance for the risk;
 - h. Conviction of the Insureds of a crime that increases any hazard insured against;

Design and Data Insure™ Policy



- i. Determination by Commissioner that continuation of the policy would violate North Carolina law;
- j. Insured fails to meet requirements of Insurer's charter.

The Insurer will mail or deliver written notice of cancellation to the Named Insured at the last address known to the Insurer, at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, notice of cancellation must be mailed at least fifteen (15) days prior to the effective date of cancellation.

4. All notices of cancellation will state the reason for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. If the Insurer cancels this policy, the earned premium shall be computed pro rata and the unearned premium will be refunded to Named Insured prior to the effective date of cancellation. If the Named Insured cancels this policy, the Insurer shall retain the customary short rate proportion of the premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. NON-RENEWAL

1. The Insurer may non-renew the policy by mailing or delivering written notice to the Named Insured, at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of such non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.
2. The notice of non-renewal will state the actual reason for non-renewal.

C. RENEWAL

The Insurer will mail or deliver to the Named Insured, at the last mailing address known to the Insurer, a forty-five (45) days advance notice if the Insurer intends to renew the policy with a decrease in coverage, increase in deductibles, imposing surcharge or increase in premium rate.

All other terms and conditions of the Policy remain unchanged.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04-19-2024
Insured
Oakley Collier Architects, P.A.
Insurance Company
RLI Insurance Company

Policy No.
PSW0002542

Endorsement No.
Premium 3072

Countersigned by _____

NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition of the policy is replaced by this Condition:

D. Cancellation and Nonrenewal

1. You may cancel this policy.

If you cancel this policy, you must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy.

(a) If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel this policy for any reason by giving you at least 30 days prior written notice of cancellation and the reasons for cancellation by registered or certified mail, return receipt requested.

(b) If this policy has been in effect for at least 60 days or is a renewal policy, we may not cancel this policy without your prior written consent, except for any one of the following reasons:

(1) Nonpayment of premium in accordance with the policy terms.

(2) An act or omission by you or your representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy.

(3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by you and us at the time of assumption of the risk.

(4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.

(5) A fraudulent act against us by you or your representative that materially affects the insurability of the risk.

(6) Willful failure by you or your representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.

(7) Loss of facultative reinsurance or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.

(8) Your conviction of a crime arising out of acts that materially affect the insurability of the risk.

(9) A determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Carolina.

(10) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

(c) If we cancel for any of the reasons listed in paragraph (b), we must provide you with at least 15 days prior written notice of cancellation stating the precise reason for cancellation. We may provide this notice by registered or certified mail, return receipt requested, to you and any other person designated in the policy to receive notice of cancellation at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Whenever notice of cancellation is given by registered or certified mail, cancellation will not be effective unless and until that method is employed and completed. Notice of intent to cancel given by registered or certified mail shall be conclusively presumed completed three days after the notice is sent if, on the same day that notice is sent by registered or certified mail, the insurer also provides notice by first-class mail and by electronic means if available as defined in G.S. 58-2-255(a) to the insured and any other person designated in the policy to receive notice. Any such supplemental notice given by electronic means shall be effective for the limited purpose of establishing this conclusive presumption. Notice of cancellation may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure. Failure to send notice as provided in this paragraph to any other person designated in the policy to receive notice of cancellation invalidates the cancellation only as to that other person's interest.

(Ed. 7-18)

- (d) Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date stated in the notice of cancellation.
- 3. We may refuse to renew this policy:
 - (a) If this policy is for a term of one year or less, we must provide you with notice of nonrenewal at least 45 days prior to the expiration date of the policy.
 - (b) If this policy is for a term of more than one year or for an indefinite term, then to nonrenew the policy at the policy anniversary date we must provide you with notice of nonrenewal at least 45 days prior to the anniversary date of the policy.
 - (c) The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice, as provided in paragraphs 3 and 5, to any other person designated in the policy to receive this notice invalidates the nonrenewal only as to that other person's interest.
 - (d) Any nonrenewal attempted or made that is not in compliance with paragraphs (a), (b) and (c) is not effective. Paragraphs (a), (b) and (c) do not apply if you have obtained insurance elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal.
- 4. Whenever we lower coverage limits, raise deductibles, or raise premium rates for reasons within our exclusive control and other than at your request, we will mail you written notice of the change at least 30 days in advance of the effective date of the change. As used in this paragraph, the phrase, "reasons within our exclusive control" does not mean experience modification changes, exposure changes, or loss cost rate changes.
- 5. We must provide the notice required by paragraphs 3 and 4 by mail to you and any other person designated in the policy to receive this notice at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Mailing copies of the notice by regular first-class mail satisfies the notice requirements of paragraphs 3, 4 and 5.
- 6. We will also send copies of the notice required by this endorsement to the agent or broker of record, though failure to send copies of the notice to the agent or broker of record will not invalidate a cancellation or nonrenewal. Mailing copies of the notice by regular first-class mail to the agent or broker of record satisfies the requirements of this paragraph. Notice of nonrenewal may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04-19-2024
 Insured
 Oakley Collier Architects, P.A.
 Insurance Company
 RLI Insurance Company

Policy No.
 PSW0002542

Endorsement No.
 Premium Included

Countersigned by _____

AIA Document B101-2017: Exhibit A
Description of Supplemental Services

SUMMARY OF ARCHITECT'S SUPPLEMENTAL SERVICES

AIA Contract Document B101-2017

Article 4.1.2 – Description of Supplemental Services: The following descriptions apply to the services identified in Article 4.1.1 – Supplemental Services, & as identified as being provided by the “Architect”.

4.1.1.1 - Programming: (Included in Basic Services & Included in Study) Revised **\$13,250.00**

Programming services shall include the following items:

- Meeting with owner and staff to determine functionality requirements for project;
- Preparation of a Space Planning Summary, to include all spaces required by Owner & User group, with anticipated square footages associated with each space. Space Planning Summary shall also assign a grossing factor (%) to the total net square footage to accommodate support services for the building. Support services include items such as toilets, circulation, wall thicknesses, mechanical / electrical rooms, etc.
- Project Budget development based on square footages determined by Space Planning Summary and anticipated site development costs. Project budget development shall also include estimated costs associated with project development and completion. Estimated costs include design fees, contingency, furniture & equipment, and other project associated soft costs.
- All provided programming information developed will be reviewed and approved by Owner prior to moving forward with the preliminary design concept.

4.1.1.2- Multiple Preliminary Designs: (Included in Basic Services) **\$42,650.00**

The architect shall provide preliminary design options as necessary to satisfy the Owner’s program. Multiple options may be required based on Owner’s feed back during Schematic Design phase.

4.1.1.6 – Building Information Modeling (BIM) Management Responsibilities: (Included in Basic Services)
\$26,250.00

The architect will utilize building information modeling (BIM) through REVIT software and shall be responsible for providing models to the consulting engineering firms, for their use in production of final construction plans.

4.1.1.8 – Civil Engineering: Topographic Survey/Geotechnical Report (Included in Basic Services)
Underground Utility Location **\$315,000.00**

Civil engineering shall include site design, stormwater design, site grading and drainage design, site utilities design and appropriate details required for each. Civil engineering does include topographical surveys, geotechnical engineering or payment of state & local permits that may be required by regulatory agencies. See below for description of these supplemental services.

4.1.1.9- Landscape Design: (Included in Basic Services) \$28,500.00

Landscape Design shall include the design of and specifications for landscaping on the project site to meet the requirements of local jurisdictions and zoning ordinances. The Landscape design shall be included in the bid documents.

4.1.1.10- Architectural Interior Design: (Included in Basic Services: \$72,000.00

Interior finish selection shall be prepared by the Architect. These selections will be limited to: Flooring, walls, ceilings, paint, millwork, hardware, exterior wall finishes, storefront and roofing.

4.1.1.14- Conformed Documents for Construction: (Included in Basic Services) \$37,600.00

The Architect will provide drawings that shall include all addendums and Value Engineering items into the construction documents for the Contractor's use.

4.1.1.16 -As-constructed Record Drawings: (Included in Basic Services) \$29,750.00

The Architect will provide these drawings based on the verified marked up drawings provided by the contractor at the substantial completion of the construction phase.

4.1.1.20- Architect's Coordination of the Owner's Consultants: (Included in Basic Services) \$21,000.00

The Architect will coordinate with the Owner's provided consultants/vendors to include Telecommunications/data design, furniture/equipment, and others as needed.

4.1.1.21 – Telecommunications/Data Design: (Owner/Architect) \$12,500.00

The architect shall provide raceway, data wiring and electrical outlet design for all IT-related items and coordination with Owner's consultant as part of their basic services.

4.1.1.28 – Furniture, Furnishings, and Equipment Design (Food Service): (Owner/Architect) \$175,000.00

The Owner shall select and employ furniture / equipment vendor(s) as necessary for the project. The architect shall provide coordination with the Owner's furniture / equipment vendor as part of their basic services.

AIA Document B101-2017: Exhibit B
Description of Supplemental Services

SUMMARY OF OWNER'S SUPPLEMENTAL SERVICES

AIA Contract Document B101-2017

Article 4.1.2 – Description of Supplemental Services: The following descriptions apply to the services identified in Article 4.1.1 – Supplemental Services, & as identified as being provided by the “Owner”.

4.1.1.21 – Telecommunications/Data Design: (Owner/Architect)

The architect shall provide raceway, data wiring, and electrical outlet design for all IT-related items and coordination with Owner’s consultant as part of their basic services.

4.1.1.28 – Furniture, Furnishings, and Equipment Design: (Owner/Architect)

The Owner shall select and employ furniture / equipment vendor(s) as necessary for the project. The architect shall provide coordination with the Owner’s furniture / equipment vendor as part of their basic services.

The estimated costs are:

Public Works- 58,000 S.F., 10 Acre Site	40,624,112-42,525,000
Buxton Convenience Site	7,850,000-8,143,698

Additional A/E Base on Article 4 of the Agreement

4.1.1.1	\$13,250
4.1.1.2	\$42,650
4.1.1.6	\$26,250
4.1.1.8	\$315,000
4.1.1.9	\$28,500
4.1.1.10	\$72,000
4.1.1.14	\$37,600
4.1.1.16	\$29,750
4.1.1.20	\$21,000
4.1.1.21	\$12,500
4.1.1.28	<u>\$175,000</u>
	\$773,500
Misc project reimbursables (mileage, postage, sustenance)	<u>\$82,000</u>
TOTAL:	\$855,500



Projected Space Needs

Departmental Square Footage Needs

The chart on the following pages displays the needed square footage necessary to overcome immediate departmental shortfalls identified in functional and operational capacities – to meet the current needs identified in this study. It also includes forecasted needs and growth for the next 5 to 10 years.

COLOR LEGEND:

ADMINISTRATION
SANITATION & RECYCLING
FLEET MAINTENANCE
FACILITY MAINTENANCE
TURT MAINTENANCE
MOSQUITO CONTROL

Space	Needs			Subtotal	Notes
	Qty	SF	TOTAL		
Shared Common Spaces				3,050	
Public Lobby / Waiting	1	200	200	3,050	Secure / Controlled Entry
Public Toilets	1	50	50		Public Unisex Toilet
Staff Toilets	2	200	400		Staff Only (verify # by NCBC)
Staff Locker Rooms/Showers	2	300	600		
Training Room	1	1200	1200		Seating for 80 total
Conference Room	1	400	400		Seating for 16 total
Kitchen/Break Room	1	200	200		Shared/supports Trng Room
Administration				800	
Director (Shanna Hopkins)	1	240	240	800	Includes 4-seat conference table
Admin/Reception Office (Angie & Renee)	2	120	240		1 or 2 public windows
Future Office	1	120	120		
Work / Copy Room	1	120	120		includes supplies
Storage	1	80	80		
Sanitation & Recycling				7,770	
Solid Waste Superintendent (Doug Huff)	1	180	180	7,770	
Sanitation Supervisor (David Overton)	1	140	140		
Staff Space (17 employees)	1	300	300		Touch down space - am/pm
Misc. Storage (interior)	1	150	150		
Recycle Bays (cardboard/electronics, etc.)	3	2000	6000		Double Bays
Trash Can Storage	1	1000	1000		100 cars
Fleet Maintenance				16,060	
Fleet Maint Superintendent (Shawn Hughes)	1	180	180	16,060	
Fleet Maint Supervisor (Daniel Lee)	1	140	140		
Public Waiting	1	100	100		
HD/Diesel Work Bay	6	1000	6000		(3) Double Bays
LD/Gas Work Bay	6	1000	6000		(3) Double Bays
Work Bench Space	12	120			incl in garage bay SF
Welding Shop	2	200			incl in garage bay SF
Paint Booth	1	600			incl in garage bay SF
Tire Bay	1	600			incl in garage bay SF
Parts Storage w/ Inventory Office	1	3500	3500		Needs work space for inventory
Tool Storage	1	140	140		



BUILDING AREA TOTAL: 45,158 SF
 PARKING SPACES: 155
 SANITATION TRUCKS: 25
 MOSQUITO-CONTROL TRUCKS: 54







DARE COUNTY
BUXTON TRANSFER STATION
 CONCEPT PLAN

PROPOSED SITE PLAN

1" = 60'-0"

DRAWN BY: DG

DATE: 12-08-22

SHEET #:

PR1

Space	Needs			Subtotal	Notes
	Qty	SF	TOTAL		
Facility Maintenance				14,080	
Facilities Maint Superintendent (Keith Sawyer)	1	180	180		
Facilities Maint Supervisor (Gordon Price)	1	140	140		
Warehouse Operator (Hannah)	1	120	120		office adj to parts warehouse
Parts Warehouse	1	3000	3000		spare parts / check-out proc.
Locksmith/Hardware (Ray Griggs)	1	400	400		Workspace w/material storage
Sign Workshop	1	400	400		Workspace w/material storage
Finishing Shop	1	600	600		Paint/staining/mat'l storage, etc
Welding Shop	1	400	400		
Wood Shop	1	2000	2000		Equip/Workspace
Wood Shop Materials Storage	1	1000	1000		
Electrical Shop	1	400	400		Workspace
HVAC/Plumbing Shop	1	400	400		Workspace
Elec/HVAC/Plumbing Storage	1	200	200		Elec/HVAC/P/B Supplies (internal)
Tool Storage	1	200	200		hand tools, etc.
Misc. Storage (interior)	1	140	140		
Equipment Storage	1	4000	4000		Jetter, Gator, Tools, etc...
Misc. Storage (Exterior)	1	500	500		Covered, open bays
Turf Maintenance				3,980	
Turf Maint Superintendent (Doug Stupka)	1	180	180		
Turf Maint Supervisor (TBD)	1	140	140		
Staff Space (5 F/T empl + Seasonal?)	1	200	200		Touch-down space - am/pm
Garage (2 bays)	2	880	1760		based on 22' x 40' single bays
Parts Storage	1	140	140		small tools, belts, fans, etc.
Supplies Storage (dry - interior)	1	140	140		seed, fertilizer, etc.
Misc. Storage (Exterior)	1	300	300		Yard tools, cones, etc.
Yard Storage (exterior bins)	8	140	1120		Covered, mulch, gravel, etc.
Mosquito Control				980	
Mosquito Control Supervisor (Mac Gray)	1	180	180		
Staff Space (F/T)	2	140	280		Touch-down space - am/pm
Lab	1	120	120		
Misc. Storage	1	400	400		
Total Net SF Required				46,720	
20% Core Factor				9,344	Circulation, walls, mech, etc...
Total Gross SF Required				56,064	

ADDITIONAL SPACES:

Bulk Storage (County-wide / OFF-SITE)	1	5000	5000		secure; could be offsite
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AIA Document B101-2017: Exhibit A
Description of Supplemental Services

SUMMARY OF ARCHITECT'S SUPPLEMENTAL SERVICES

AIA Contract Document B101-2017

Article 4.1.2 – Description of Supplemental Services: The following descriptions apply to the services identified in Article 4.1.1 – Supplemental Services, & as identified as being provided by the “Architect”.

4.1.1.1 - Programming: (Included in Basic Services & Included in Study) Revised **\$13,250.00**

Programming services shall include the following items:

- Meeting with owner and staff to determine functionality requirements for project;
- Preparation of a Space Planning Summary, to include all spaces required by Owner & User group, with anticipated square footages associated with each space. Space Planning Summary shall also assign a grossing factor (%) to the total net square footage to accommodate support services for the building. Support services include items such as toilets, circulation, wall thicknesses, mechanical / electrical rooms, etc.
- Project Budget development based on square footages determined by Space Planning Summary and anticipated site development costs. Project budget development shall also include estimated costs associated with project development and completion. Estimated costs include design fees, contingency, furniture & equipment, and other project associated soft costs.
- All provided programming information developed will be reviewed and approved by Owner prior to moving forward with the preliminary design concept.

4.1.1.2- Multiple Preliminary Designs: (Included in Basic Services) **\$42,650.00**

The architect shall provide preliminary design options as necessary to satisfy the Owner’s program. Multiple options may be required based on Owner’s feed back during Schematic Design phase.

4.1.1.6 – Building Information Modeling (BIM) Management Responsibilities: (Included in Basic Services)
\$26,250.00

The architect will utilize building information modeling (BIM) through REVIT software and shall be responsible for providing models to the consulting engineering firms, for their use in production of final construction plans.

4.1.1.8 – Civil Engineering: Topographic Survey/Geotechnical Report (Included in Basic Services)
Underground Utility Location **\$315,000.00**

Civil engineering shall include site design, stormwater design, site grading and drainage design, site utilities design and appropriate details required for each. Civil engineering does include topographical surveys, geotechnical engineering or payment of state & local permits that may be required by regulatory agencies. See below for description of these supplemental services.

4.1.1.9- Landscape Design: (Included in Basic Services) \$28,500.00

Landscape Design shall include the design of and specifications for landscaping on the project site to meet the requirements of local jurisdictions and zoning ordinances. The Landscape design shall be included in the bid documents.

4.1.1.10- Architectural Interior Design: (Included in Basic Services: \$72,000.00

Interior finish selection shall be prepared by the Architect. These selections will be limited to: Flooring, walls, ceilings, paint, millwork, hardware, exterior wall finishes, storefront and roofing.

4.1.1.14- Conformed Documents for Construction: (Included in Basic Services) \$37,600.00

The Architect will provide drawings that shall include all addendums and Value Engineering items into the construction documents for the Contractor's use.

4.1.1.16 -As-constructed Record Drawings: (Included in Basic Services) \$29,750.00

The Architect will provide these drawings based on the verified marked up drawings provided by the contractor at the substantial completion of the construction phase.

4.1.1.20- Architect's Coordination of the Owner's Consultants: (Included in Basic Services) \$21,000.00

The Architect will coordinate with the Owner's provided consultants/vendors to include Telecommunications/data design, furniture/equipment, and others as needed.

4.1.1.21 – Telecommunications/Data Design: (Owner/Architect) \$12,500.00

The architect shall provide raceway, data wiring and electrical outlet design for all IT-related items and coordination with Owner's consultant as part of their basic services.

4.1.1.28 – Furniture, Furnishings, and Equipment Design (Food Service): (Owner/Architect) \$175,000.00

The Owner shall select and employ furniture / equipment vendor(s) as necessary for the project. The architect shall provide coordination with the Owner's furniture / equipment vendor as part of their basic services.

AIA Document B101-2017: Exhibit B
Description of Supplemental Services

SUMMARY OF OWNER'S SUPPLEMENTAL SERVICES

AIA Contract Document B101-2017

Article 4.1.2 – Description of Supplemental Services: The following descriptions apply to the services identified in Article 4.1.1 – Supplemental Services, & as identified as being provided by the “Owner”.

4.1.1.21 – Telecommunications/Data Design: (Owner/Architect)

The architect shall provide raceway, data wiring, and electrical outlet design for all IT-related items and coordination with Owner’s consultant as part of their basic services.

4.1.1.28 – Furniture, Furnishings, and Equipment Design: (Owner/Architect)

The Owner shall select and employ furniture / equipment vendor(s) as necessary for the project. The architect shall provide coordination with the Owner’s furniture / equipment vendor as part of their basic services.

The estimated costs are:

Public Works- 58,000 S.F., 10 Acre Site	40,624,112-42,525,000
Buxton Convenience Site	7,850,000-8,143,698

Additional A/E Base on Article 4 of the Agreement

4.1.1.1	\$13,250
4.1.1.2	\$42,650
4.1.1.6	\$26,250
4.1.1.8	\$315,000
4.1.1.9	\$28,500
4.1.1.10	\$72,000
4.1.1.14	\$37,600
4.1.1.16	\$29,750
4.1.1.20	\$21,000
4.1.1.21	\$12,500
4.1.1.28	<u>\$175,000</u>
	\$773,500
Misc project reimbursables (mileage, postage, sustenance)	<u>\$82,000</u>
TOTAL:	\$855,500



DARE COUNTY
BUXTON TRANSFER STATION
 CONCEPT PLAN

PROPOSED SITE PLAN

1" = 60'-0"

DRAWN BY: DG

DATE: 12-08-22

SHEET #:

PR1



Five Year General Fund Projection

Description

From best practices and to maintain the County's AA+ debt rating, a five-year General Fund projection is done each year. That projection is the following five pages. Key take aways are: 1) fund balance should be stable with a small decrease over the five years; 2) debt service as a percentage of total expenditures should remain below rating agencies benchmark of 15% of expenditures; and 3) the last ten years have seen much variability of revenues and expenditures (economics, Covid19, and the C19 recovery) resulting in very wide spreads between the low growth forecast and the high growth forecast - concentrate on the mid-line forecast.

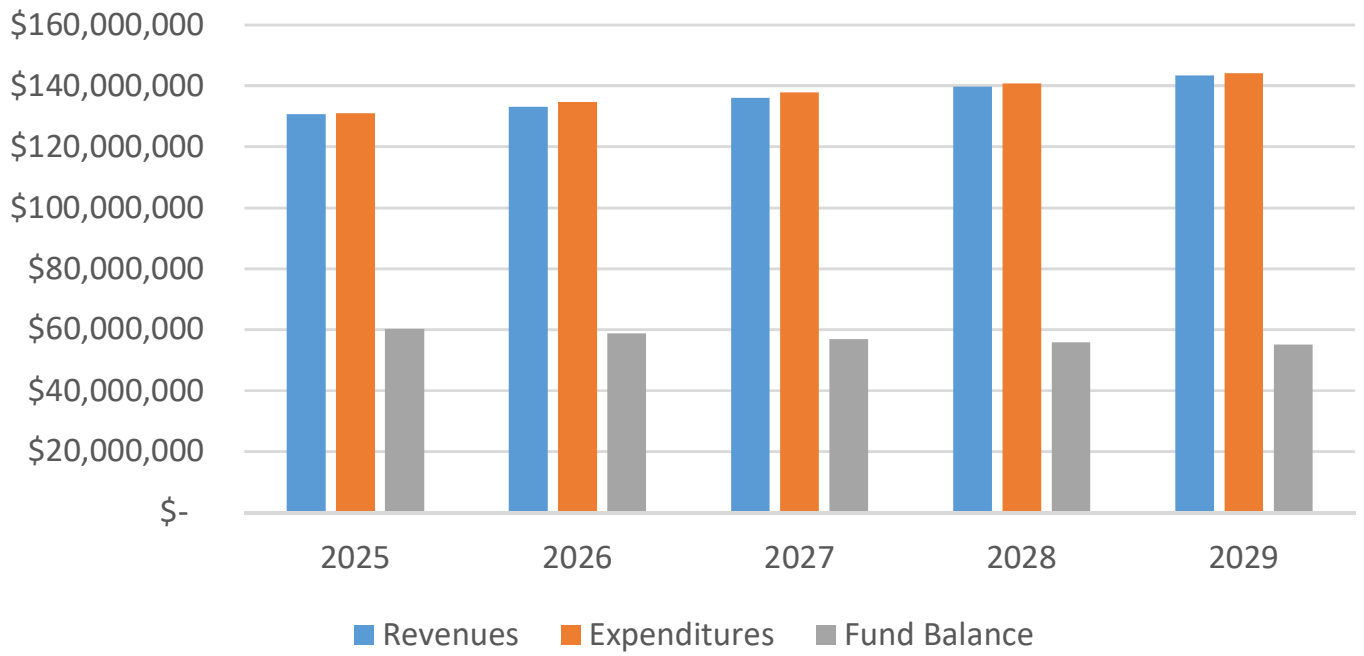
Board Action Requested

None, report only.

Item Presenter

David Clawson, Finance Director

Forecast



County of Dare, North Carolina
5 Year Forecasts
Dare County General Fund - Operating Only (fund #10)

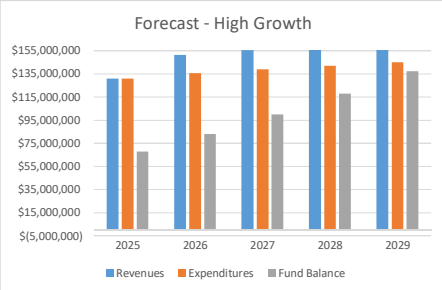
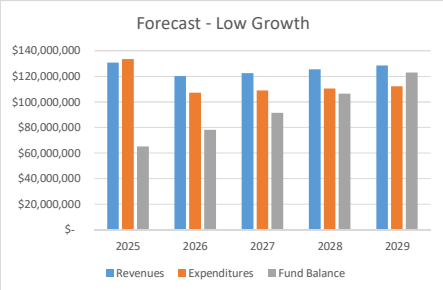
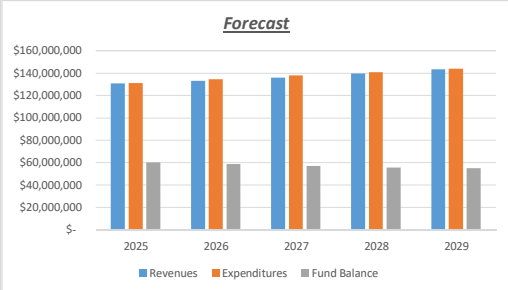
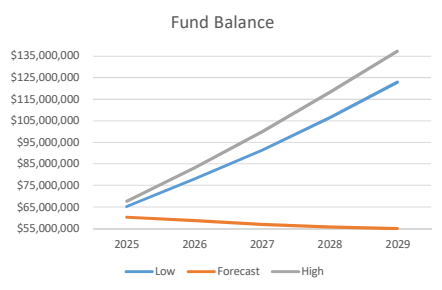
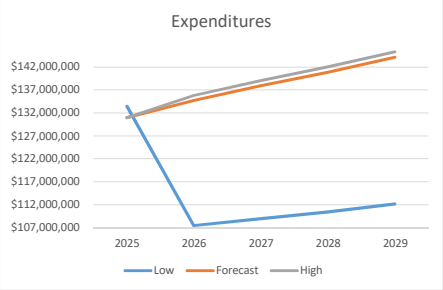
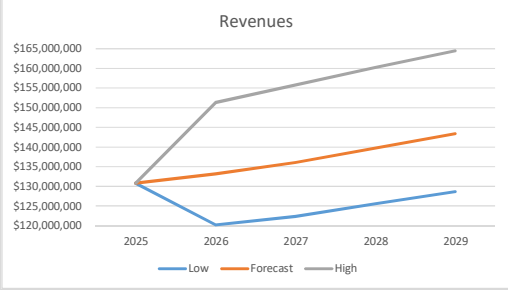
Forecasts were performed with the Forecast Sheet function in Excel, which utilizes exponential smoothing. The function assigns exponentially decreasing weights for newest to oldest observations, so that newer data is seen as more relevant and assigned more weight. Smoothing parameters determine the weights for observations. Forecast ranges were done at a 95% confidence interval.



Revenues & Other Sources				Expenditures & Other Uses				Ending Fund Balance			
	Low	Forecast	High		Low	Forecast	High		Low	Forecast	High
2025	\$ 130,795,480	\$ 130,795,480	\$ 130,795,480	2025	\$ 133,475,355	\$ 130,992,520	\$ 130,992,520	2025	\$ 65,257,661	\$ 60,311,487	\$ 67,740,496
2026	\$ 120,210,504	\$ 133,161,099	\$ 151,316,908	2026	\$ 107,430,486	\$ 134,664,184	\$ 135,827,868	2026	\$ 78,037,679	\$ 58,808,402	\$ 83,229,536
2027	\$ 122,399,274	\$ 136,014,294	\$ 155,787,926	2027	\$ 108,968,755	\$ 137,899,169	\$ 139,064,511	2027	\$ 91,468,198	\$ 56,923,527	\$ 99,952,951
2028	\$ 125,500,451	\$ 139,719,789	\$ 160,215,241	2028	\$ 110,452,369	\$ 140,857,576	\$ 142,024,546	2028	\$ 106,516,280	\$ 55,785,740	\$ 118,143,646
2029	\$ 128,644,813	\$ 143,425,096	\$ 164,454,489	2029	\$ 112,180,294	\$ 144,136,689	\$ 145,305,259	2029	\$ 122,980,799	\$ 55,074,147	\$ 137,292,877

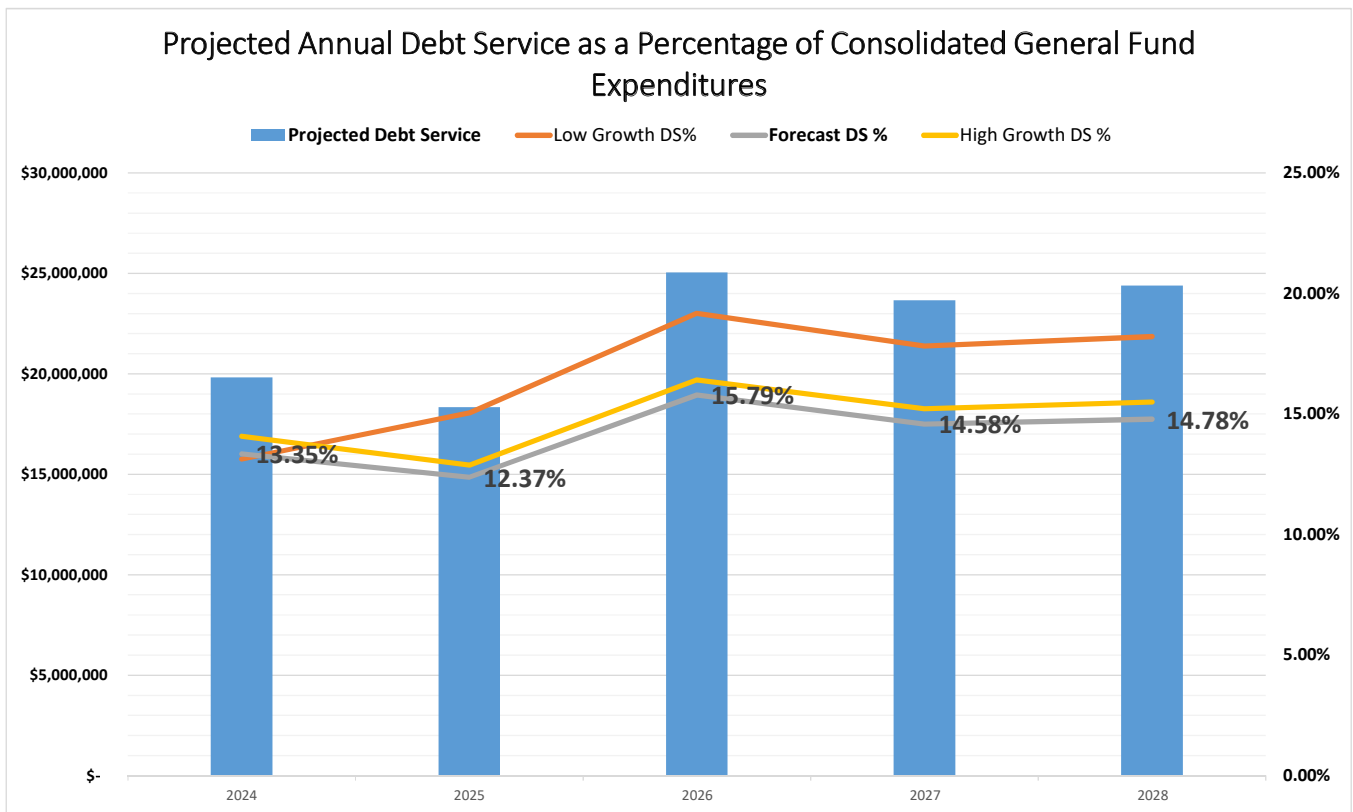
Expenditures assume budget savings of 1% (Low), 3% (Forecast), and 3% (High)

Forecast				Low Growth Forecast				High Growth Forecast			
	Revenues	Expenditures	Fund Balance		Revenues	Expenditures	Fund Balance		Revenues	Expenditures	Fund Balance
2025	\$ 130,795,480	\$ 130,992,520	\$ 60,311,487	2025	\$ 130,795,480	\$ 133,475,355	\$ 65,257,661	2025	\$ 130,795,480	\$ 130,992,520	\$ 67,740,496
2026	\$ 133,161,099	\$ 134,664,184	\$ 58,808,402	2026	\$ 120,210,504	\$ 107,430,486	\$ 78,037,679	2026	\$ 151,316,908	\$ 135,827,868	\$ 83,229,536
2027	\$ 136,014,294	\$ 137,899,169	\$ 56,923,527	2027	\$ 122,399,274	\$ 108,968,755	\$ 91,468,198	2027	\$ 155,787,926	\$ 139,064,511	\$ 99,952,951
2028	\$ 139,719,789	\$ 140,857,576	\$ 55,785,740	2028	\$ 125,500,451	\$ 110,452,369	\$ 106,516,280	2028	\$ 160,215,241	\$ 142,024,546	\$ 118,143,646
2029	\$ 143,425,096	\$ 144,136,689	\$ 55,074,147	2029	\$ 128,644,813	\$ 112,180,294	\$ 122,980,799	2029	\$ 164,454,489	\$ 145,305,259	\$ 137,292,877



There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

County of Dare, North Carolina
 5 Year Forecasts - Debt Service as a % of Expenditures
 Dare County General Fund - Consolidated



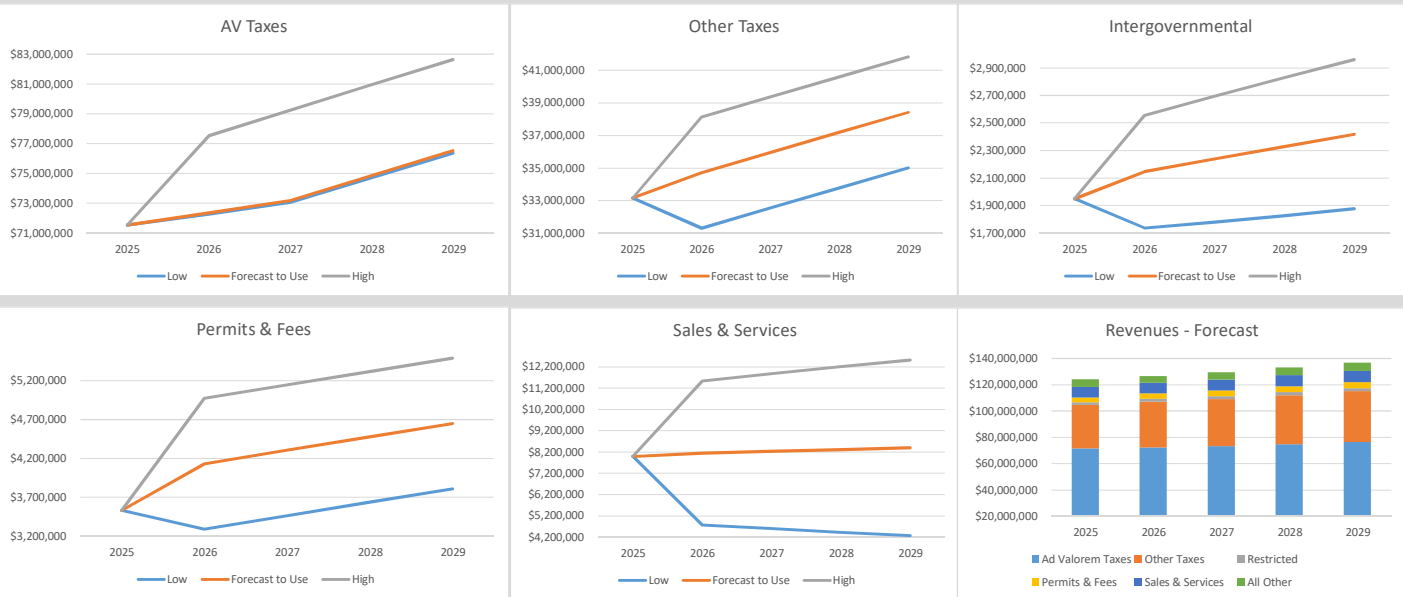
There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

County of Dare, North Carolina
 5 Year Forecasts - Revenues
 Dare County General Fund - Operating Only (fund #10)



Ad Valorem Taxes			Other Taxes			Intergovernmental					
Year	Low	Forecast	High	Year	Low	Forecast	High	Year	Low	Forecast	High
2025	\$ 71,545,579	\$ 71,545,579	\$ 71,545,579	2025	\$ 33,166,528	\$ 33,166,528	\$ 33,166,528	2025	\$ 1,950,250	\$ 1,950,250	\$ 1,950,250
2026	\$ 72,250,000	\$ 72,350,000	\$ 77,530,487	2026	\$ 31,302,981	\$ 34,718,167	\$ 38,133,353	2026	\$ 1,738,435	\$ 2,146,956	\$ 2,555,478
2027	\$ 73,051,414	\$ 73,176,414	\$ 79,233,652	2027	\$ 32,539,536	\$ 35,954,738	\$ 39,369,939	2027	\$ 1,780,760	\$ 2,237,684	\$ 2,694,607
2028	\$ 74,705,127	\$ 74,855,127	\$ 80,937,007	2028	\$ 33,776,080	\$ 37,191,309	\$ 40,606,537	2028	\$ 1,827,575	\$ 2,328,411	\$ 2,829,246
2029	\$ 76,358,652	\$ 76,533,652	\$ 82,640,551	2029	\$ 35,012,608	\$ 38,427,880	\$ 41,843,151	2029	\$ 1,877,787	\$ 2,419,138	\$ 2,960,489

Permits & Fees			Sales & Services			All Other					
Year	Low	Forecast	High	Year	Low	Forecast	High	Year	Low	Forecast	High
2025	\$ 3,532,382	\$ 3,532,382	\$ 3,532,382	2025	\$ 7,999,717	\$ 7,999,717	\$ 7,999,717	2025	\$ 5,836,842	\$ 5,836,842	\$ 5,836,842
2026	\$ 3,291,473	\$ 4,131,667	\$ 4,971,862	2026	\$ 4,781,876	\$ 8,159,711	\$ 11,537,547	2026	\$ 1,744,325	\$ 5,056,497	\$ 8,293,397
2027	\$ 3,464,327	\$ 4,304,525	\$ 5,144,723	2027	\$ 4,599,042	\$ 8,239,709	\$ 11,880,375	2027	\$ 2,026,603	\$ 5,438,725	\$ 8,827,221
2028	\$ 3,637,178	\$ 4,477,383	\$ 5,317,588	2028	\$ 4,433,420	\$ 8,319,706	\$ 12,205,991	2028	\$ 2,311,038	\$ 5,820,953	\$ 9,375,102
2029	\$ 3,810,025	\$ 4,650,241	\$ 5,490,456	2029	\$ 4,281,931	\$ 8,399,703	\$ 12,517,475	2029	\$ 2,597,447	\$ 6,203,181	\$ 9,776,127



There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

County of Dare, North Carolina
 5 Year Forecasts - Expenditures
 Dare County General Fund - Operating Only (fund #10)
 No budget savings assumed.



General Government			Public Safety			Human Services					
Year	Low	Forecast	High	Year	Low	Forecast	High	Year	Low	Forecast	High
2025	\$ 16,768,637	\$ 16,768,637	\$ 16,768,637	2025	\$ 43,507,161	\$ 43,507,161	\$ 43,507,161	2025	\$ 19,944,849	\$ 19,944,849	\$ 19,944,849
2026	\$ 10,179,646	\$ 17,104,010	\$ 17,104,010	2026	\$ 33,850,590	\$ 44,377,304	\$ 44,377,304	2026	\$ 15,449,413	\$ 20,003,682	\$ 20,003,682
2027	\$ 10,185,512	\$ 17,446,090	\$ 17,446,090	2027	\$ 34,754,503	\$ 45,264,850	\$ 45,264,850	2027	\$ 14,993,224	\$ 20,791,770	\$ 20,791,770
2028	\$ 10,203,177	\$ 17,795,012	\$ 17,795,012	2028	\$ 35,673,113	\$ 46,170,147	\$ 46,170,147	2028	\$ 14,452,991	\$ 21,272,442	\$ 21,272,442
2029	\$ 10,230,527	\$ 18,150,912	\$ 18,150,912	2029	\$ 36,603,789	\$ 47,093,550	\$ 47,093,550	2029	\$ 14,135,647	\$ 22,060,764	\$ 22,060,764

Cultural & Recreational			Education			All Other					
Year	Low	Forecast	High	Year	Low	Forecast	High	Year	Low	Forecast	High
2025	\$ 7,317,583	\$ 7,317,583	\$ 7,317,583	2025	\$ 30,612,231	\$ 30,612,231	\$ 30,612,231	2025	\$ 5,991,312	\$ 5,991,312	\$ 5,991,312
2026	\$ 5,710,512	\$ 7,920,091	\$ 7,920,091	2026	\$ 27,833,583	\$ 31,419,125	\$ 31,419,125	2026	\$ 5,023,430	\$ 6,373,783	\$ 6,626,710
2027	\$ 5,853,159	\$ 8,131,279	\$ 8,131,279	2027	\$ 28,583,711	\$ 32,280,474	\$ 32,280,474	2027	\$ 5,153,719	\$ 6,539,820	\$ 6,794,453
2028	\$ 5,996,546	\$ 8,341,726	\$ 8,341,726	2028	\$ 29,335,038	\$ 33,140,623	\$ 33,140,623	2028	\$ 5,284,412	\$ 6,705,489	\$ 6,961,793
2029	\$ 6,140,610	\$ 8,551,498	\$ 8,551,498	2029	\$ 30,087,464	\$ 33,999,673	\$ 33,999,673	2029	\$ 5,415,473	\$ 6,870,823	\$ 7,128,763



There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.



Consent Agenda

Description

See attached summary.

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager

Consent Agenda

1. Approval of Minutes (7/16/24)
2. Spectrum Cable TV Contract
3. 2024 Update to CRS Program for Public Information
4. Great Trails State Program Application
5. Budget Amendment - Soil and Water StRAP Funding
6. Budget Amendment – Register of Deeds Grant
7. Budget Amendment - Dredge Loan Forgiveness
8. Budget Amendment – Salvo RCCP Grant
9. Budget Amendment – Hatteras Village RCCP Grant
10. Budget Amendment – CSDM Grant 4-Towns Beach Nourishment
11. Budget Amendment-CSDM Grant Southern Hatteras Sand Search
12. Resolution & Budget Amendment – Rodanthe Emergency Ferry Channel Grant Application
13. Health – Budget Amendment – Public Health Services Grant Year II
14. DHHS – Social Services – Northwoods Consulting Partners Software as a Service Agreement (SaaS) Three-Year Agreement



Approval of Minutes

Description

The Board of Commissioners will review and approve their previous minutes which follow this page.

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., July 16, 2024

Commissioners present: Chairman Robert Woodard, Sr., Vice Chairman Wally Overman
Rob Ross, Steve House, Bea Basnight, Ervin Bateman

Commissioners absent: Danny Couch

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
Master Public Information Officer, Dorothy Hester
Clerk, Skyler Foley

A full and complete account of the entire Board of Commissioners meeting is archived on a video that is available for viewing on the Dare County website www.darenc.gov.

At 9:07 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Spottswood Graves to share a prayer, and then he led the Pledge of Allegiance to the flag.

The Chairman recognized the following individuals: Tim Sweeny, Dean of COA; Monica Thibodeau, Council Member of the Town of Duck; Tod Clissold, Commissioner of the Town of Manteo; Lee Nettles, Executive Director of the Visitors Bureau; and Steve Basnight, Superintendent of Dare County Schools.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

Following is a brief outline of the items mentioned by Chairman Woodard:

- Emphasized that we are fortunate to live in the greatest nation in the world and expressed his gratitude for being a part of it. He then requested for a moment of silence.
- Mentioned that Commissioner Couch is unable to attend the meeting due to prior commitments with the Graveyard of the Atlantic Board of Directors, while Commissioner Basnight will join the meeting after her A.B.C. Board Meeting.
- Appreciation was extended to Superintendent Basnight and School Board Chairman David Twiddy for hosting the Town Hall Public Hearing on Early College that was requested by the BOC, he deemed it a very informative presentation.
- Announced that the Dare County Parks and Recreation Family Fun in the Park Block Party was scheduled for Friday, July 19th from 5-8 p.m. on Mustian Street in Kill Devil Hills. He noted that this event is free and will feature a variety of activities.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Dustin Peele, received a 10-year pin.
- 2) Barbara Hayes, received a 10-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH – JULY 2024

Sherriann Sarsfield received the Employee of the Month award from William Nash who described the many ways that she is an asset to the Water Department.

ITEM 4 – PUBLIC COMMENTS

At 9:29 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which may be viewed in their entirety in a video on the County website:

The following comments were made in Manteo:

1. Kathryn Fagan emphasized the importance of showing kindness towards one another and highlighted the importance of making Board meetings more accessible for citizens. She pointed out that a 9:00 a.m. meeting time may not be convenient for most people.
2. Aida Havel talked about Buxton Beach and the press release published by the Army Corps of Engineers on June 13th. She also asked about the timeline for receiving the soil sampling results from May 14th. Aida emphasized the importance of each BOC member making a weekly phone call to advocate for prompt cleanup efforts.
3. Jason Hall addressed the ongoing issues at Buxton Beach and expressed his excitement about the County's water test results. He mentioned that Carl Dokter, who previously led the Army Corps of Engineers in Savannah, has been shifted to Germany and he now feels that there has been a potential shift in responsibility to the National Parks Service. Hall then emphasized the importance of Beach Nourishment and the need to act to prevent sand erosion. Outten further explained that he had requested William Nash, Water Director, to conduct tests on both untreated and treated groundwater. The results showed that all compounds in the water were below testable levels, posing no public health risk. He noted that the pond closest to the highway showed traces of acetone from highway runoff at a small level. Outten clarified that the county had not tested the soil and had not received any soil test results.
4. Brian Harris mentioned that they are persistently following up with the Army Corps of Engineers and discussed the DEQ Laserfiche site. He expressed enthusiasm about the water test samples and inquired how the county received results within two weeks while the Coast Guards and Army Corps of Engineers have still not received any results. Additionally, he talked about the possibility of the Buxton beach nourishment project being rescheduled to 2025 and the potential of collaborating to install jetties.
5. Jessica Barnes, Executive Director of Outer Banks Forever, a non-profit organization partnering with the National Park Service to support the National Parks in the Outer Banks, acknowledged the efforts of the National Park Service and Dave Hallac's team for their dedicated work on addressing the challenges at Buxton Beach. Their hard

work in finding a solution to this issue, which involves navigating numerous rules and regulations, has not gone unnoticed. Barnes also expressed gratitude towards the community members for their contributions towards resolving this issue.

6. Katie Morgan suggested that the Board should think about moving their meetings from mornings to evenings in order to better accommodate citizens and praised the Town of Kill Devil Hills for their meeting practices. She also expressed gratitude for the recent Town Hall Meeting on Early College with the Board of Education and hopes that a survey will be conducted involving students, faculty, and parents.
7. Michelle Lewis discussed the issue of black and indigenous cemeteries on the island being desecrated. She plans to include all of these cemeteries on the National Desecrated Cemetery List, mentioning that some are located on county property. Lewis expressed a desire to collaborate with the county to guarantee descendants' access to these sacred sites. Additionally, she shared a letter written by Chief Morrison to the Town of Manteo.
8. Tim Sweeny, the Dean of COA Dare Campus, highlighted an article written by Dr. Bagwell titled "Strong Partnership, the Future of Education in Dare County" and encouraged everyone to give it a read in the Coastland Times. Sweeny pointed out that enrollment has risen by 25% in the past two years, largely due to the new programs and curriculum offerings at the campus. He proudly mentioned that the Dual Enrollment rate for Dare County is the highest among the seven counties they serve. Additionally, the graduation rate has seen a 5% increase in recent years. Sweeny went on to discuss the positive impacts of the Early College program.
9. Marilyn Morrison, the Chief of the Roanoke Hatteras Indians, spoke on behalf of the current tribal members and their ancestors. She shared that their tribe has historically been entrusted with the role of being the Guardians of the land, and she was moved by the discussions about water and land concerns. She drew attention to House Bill 385, which has led to ongoing excavations on the island. She urged the Board to review this Bill and make necessary inquiries, as the tribe is concerned about more developers coming in. Marilyn emphasized that the island is already small, and further disturbances could worsen the existing environmental issues. She highlighted that her family's presence on the island dates back to before 1500, with documented proof of their lineage. The tribe has been actively seeking state recognition as an American Indian Tribe for over 20 years, facing numerous obstacles along the way.

Commissioner Basnight arrived at 9:36 a.m.

The following comments were made in Buxton:

10. Wendi Munden stated that the Buxton Civic Association would like to share that they have recently launched another round of letter writing campaigns. They have 40+ email addresses including ACOE, USCG, Navy, DEQ, EPA, NPS and State Legislatures. The email addresses can be found on their website buxtoncivic.com as well as a letter template. She encouraged all Dare County residents to please reach out to these individuals and groups to help their cause. She also asked that the Dare

County Commissioners add the Buxton Beach issue and an Amendment to CAMA Laws to the August Agenda.

11. Brett Barley reiterated the concerns raised about Buxton Beach, including issues with beach nourishment and the need for jetties. He discussed how Hurricane Sandy had a lasting impact on the island and how in 2015/2016 the jetties began to deteriorate, leading to increased erosion as they were no longer able to retain sand. Barley pointed out that the old navy base has now been exposed as a result. He stressed the importance of beach nourishment, but questioned its effectiveness without structures in place to prevent further erosion.

The County Manager closed Public Comments at 10:15 a.m.

The Board recessed at 10:16 a.m., they reconvened at 10:30 a.m.

ITEM 5 – PRESENTATION OF THE CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING - Postponed until August Board Meeting.

ITEM 6 – APPOINTMENT OF ASSESSOR AND TAX COLLECTOR (Att. #1)
MOTION

Vice-Chairman Overman motioned to reappoint Hosea E. Wilson, III, as Tax Assessor and Rebecca Huff as Dare County Tax Collector for another four-year term, ending in July 2028. Commissioner House seconded the motion.

VOTE: AYES unanimous

Following a unanimous Board vote, oaths were administered by the Clerk to both the reappointed Tax Assessor and reappointed Tax Collector.

ITEM 7 – DARE COUNTY SPECIAL OLYMPICS - Postponed until August Board Meeting.

ITEM 8 – DARE COUNTY TOURISM BOARD – THE OUTER BANKS PROMISE

Dennis Robinson stated that on June 26th, the Dare County Tourism Boards Special Committee for the Outer Banks Long Range Tourism Plan introduced the Outer Banks Promise. A pledge aimed at fostering responsible behavior and deepening respect for the local culture and natural environment by showcasing the unique and special qualities of the Outer Banks. They hope to encourage everyone to take small but impactful steps to protect the area for future generations. He recognized Monica Thibodeau, Lee Nettles, Jeff Schwartzberg, and additional Tourism Board Members. Schwartzberg then stated that they worked with a local cinematographer named Nic Mclean to capture Outer Banks residents in their elements to help bring the Outer Banks Promise to life and then shared the one-minute video. He stated to visit obxpromise.com to learn more and to make your promise by filling out the online form.

ITEM 9 – PUBLIC HEARING – RELEASING BALLOONS WITHIN UNINCORPORATED DARE COUNTY (Att. #2)

At 10:41 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which may be viewed in their entirety in a video on the County website:

The following comments were made in Manteo:

1. Debbie Swick brought in a bag of balloons that were collected by five people over the course of six months. She stated that balloon releases are common for events like graduations, weddings, and memorials. However, it is important to note that mylar balloons take around 100 years to break down and five to six years for latex balloons and they can turn into microplastics. She acknowledged that it can be challenging to enforce these regulations as litter is considered when it is on the ground and that specific ordinances may be necessary to address the issue of balloon releases. She asked in the future for the Board to consider no more tying balloons outdoors as they break free and float away and once that happens they are often impossible to retrieve. She expressed that organizations like OBAR have taken steps to eliminate the use of balloons outside, and she encourages individuals to attach weights to balloons.
2. Rick Shaftan expressed his thoughts on the proposed ordinance. He described the proposal as a solution in search of a problem, noting that littering is already illegal. The proposal aims to prohibit water balloon fights, which Shaftan found excessive, he then questioned how to identify those responsible for releasing balloons in the air. He asked if there would be surveillance on the beaches to help monitor this. He deemed the ordinance unnecessary given the existing issues already on Hatteras Island, such as Buxton Beach. Shaftan then suggested that individuals facing challenges with the National Park Service, Department of the Interior, or Army Corps of Engineers should reach out to Joe Biden and Kamala Harris for assistance. He emphasized traffic congestion as a major issue on the island, advocating for the replacement of the traffic circle with a stop sign or overpass. Shaftan criticized the passing of new laws when current regulations are not being effectively enforced, stating that simply creating videos about littering will not deter individuals from committing the offense.

The following comments were made in Buxton – There were no comments made in Buxton

The County Manager closed the Public Hearing at 10:47 a.m.

MOTION

Commissioner House motioned to adopt the proposed ordinance on the releasing balloons in unincorporated Dare County.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 10 – PUBLIC HEARING – DARE COUNTY ORDINANCES S-16 (Att. #3)

At 10:49 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which may be viewed in their entirety in a video on the County website:

No one responded to the invitation to address the Board of Commissioners on this issue.

The County Manager closed the Public Hearing at 10:49 a.m.

MOTION

Commissioner House motioned to adopt the Resolution adopting the S-16 supplement to the Dare County Ordinances.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 11 – SPECIAL USE PERMIT 2-2024 - PROPOSED HOME OCCUPATION

This agenda item was handled as a quasi-judicial proceeding. Planner Morgan Potts, and the applicant, Rachel Sanchez, were both duly sworn by the Clerk before offering any testimony.

Potts clarified that Sanchez had submitted a Special Use Permit (SUP) for a proposed home-occupation in which she will produce and package baked goods for retail sale at her residence at 113 Hickory Ridge in Colington. The property is classified as RS-1, Single Family Residential and home occupations are allowed as special uses in this zoning district. Potts mentioned that on June 4th, 2024, the Planning Board reviewed the application for a home occupation and passed a motion finding the conditions to be reasonable and appropriate for this proposed use.

The County Manager asked the applicant if she agrees to the admission into evidence of the material submitted by the Planner, which is on file in the Planning Department, the facts presented by the Planner, and the terms and conditions outlined in the SUP. Sanchez indicated her agreement.

MOTION

Vice-Chairman Overman motioned to approve the proposed home occupation at 113 Hickory Ridge in Colington submitted by Ms. Rachel Sanchez.

Commissioner Bateman seconded the motion.

Commissioner House inquired about the health code for commercially baked goods in a residential home. Commissioner Basnight and Ross stated this concern had already been addressed in the submittal. Sanchez stated she was licensed as a home processor. Commissioner Basnight then inquired how will Sanchez advertise? Sanchez responded that she currently uses social media and orders are taken custom. The baked goods are made to order and she also participates in the local markets around the community.

VOTE: AYES unanimous

ITEM 12 – PROCLAMATION DESIGNATING JULY AS PARKS AND RECREATION MONTH

Spencer Gregory explained that since 1985 the United States has celebrated Parks and Recreation Month in July to promote building strong, vibrant and resilient communities through the power of parks and recreation.

MOTION

Commissioner House motioned to adopt the Proclamation designating July as Parks & Recreation Month in Dare County.

Commissioner Basnight seconded the motion.

VOTE: AYES unanimous

ITEM 13 – REQUEST TO CREATE THOMAS A. BAUM CENTER ADVISORY BOARD (Att. #4)

Outten explained that the Baum Center has fallen under the Older Adults Advisory Board and they are requesting to create a Board specific to the Baum Center. Gregory explained that

Maggie Dennis and Mary Pendill will be instrumental in creating this Board and it will mirror the Virginia Tillett Community Centers Bylaws.

MOTION

Commissioner Bateman motioned to approve the creation of the Thomas A. Baum Center Advisory Board.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 14 – NCACC VOTING DELEGATE

The North Carolina Association of County Commissioners provides that each county is entitled to one vote on all questions at their August annual conference in Forsyth County. A written designation of Voting Delegate is needed for a Commissioner and an alternate to act on behalf of Dare County.

MOTION

Vice-Chairman Overman motioned to appoint Chairman Woodard as the voting delegate.

Commissioner House seconded the motion.

VOTE: AYES unanimous

MOTION

Vice-Chairman Overman motioned to appoint Robert Outten as the alternate.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

ITEM 15 – JOINT USE AGREEMENT - NATIONAL PARK SERVICE OUTER BANKS GROUP

Barton Grover explained that the Division of Coastal Management offers a Public Beach Access Grant and Outer Banks Forever has requested that Dare County be the applicant. The grant is only available to local governments and would be used to install restrooms at Old Lighthouse Beach in Buxton. Grover mentioned that the county would need to form a joint use agreement with the Park Service, and details would need to be worked out by the County Attorney and Park Service. Jessica Barnes, representing Outer Banks Forever, explained that they are the official nonprofit partner of the National Park Service in the Outer Banks. Their goal is to protect and improve parks primarily through fundraising, as Park Service budgets have decreased despite increasing visitor numbers. She described the project as an extension of their pathways, which involves constructing a multi-use path from Cape Hatteras Lighthouse to Old Lighthouse Beach Access. Barnes emphasized the need for restroom facilities at the popular beach, as the current porter potties are unsanitary and insufficient for the area's population. Outer Banks Forever has secured funding for the project, including a \$125,000 grant from the Dare County Tourism Board and over \$100,000 from their own funds, including a \$30,000 grant from Cape Hatteras Electric Co-Op. They are also seeking additional grants, especially from the National Park Foundation. Barnes expressed hope that receiving the grant would get them closer to funding the project and hopes to implement it as early as next year in collaboration with the county and the NPS.

Outten described that this grant is a pass-through grant, and the county has worked with entities in the past to do pass-through grants. However, this particular grant is more complex because it involves the Federal Government. He mentioned that he has spoken with Superintendent Dave Hallac regarding the grant's requirements, which include site control.

The National Park Service (NPS) does not have the authority to lease federal property to the county, so they are exploring ways to meet the state's demands. Since the county does not own the property in question, Outten emphasized the need for indemnities to protect against future issues and the NPS cannot provide the necessary indemnities. Barnes pointed out two previous projects that had similar grants and how they were successfully completed. Outten clarified that if the Board decides to proceed, it will be dependent on the county securing approval from the state to resolve site control concerns and obtaining indemnities that safeguard against long-term liability.

MOTION

Vice-Chairman motioned to authorize the County Manager to sign upon the agreement of terms and conditions by the County Attorney and National Park Service.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 16 – DARE COUNTY & HYDE COUNTY MEMORANDUM OF AGREEMENT FOR COOPERATIVE MAINTENANCE DREDGING

Outten explained that Dare County has obtained permits from the NC Division of Coastal Management and US Army Corps of Engineers to perform maintenance dredging within Hatteras Inlet (Rollinson Channel). Hyde County desires to perform dredging under Dare County permits with the Miss Katie. Hyde County will be responsible for all costs associated with cooperative maintenance dredging events and are held liable if they violate any of the outlined terms.

MOTION

Commissioner Ross motioned to authorize the County Manager to sign the Memorandum of Agreement.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 17 – AMENDMENT TO CAPITAL PROJECT ORDINANCE FOR FY 2025 CIP

Clawson explained that due to a ClearGov software error, one CIP request did not get "submitted" into the CIP process flow for approval. The request was a part of the DHHS & Administration elevators replacement and was for \$78,147. The attached amendment to the original capital projects ordinance budgets that \$78,147 by decreasing six old capital budgets of projects that were completed under budget.

MOTION

Commissioner Bateman motioned to adopt the amendment to the FY2025 CIP Capital Project Ordinance.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 18 – OFFER TO PURCHASE NAGS HEAD PARCEL

Outten explained that the Nags Head EMS Station has always been scheduled in Phase III of the construction projects. He mentioned that a joint EMS/Fire Station with the Town of Nags Head was looked into and it is not possible. The town is now exploring other sites for their long-term capital needs, but the town would need funds to purchase a new site. Outten explained that one potential source of funds could be selling the old BB&T/bank site to the

county for \$1.7 million. Another source of funds could be a refund of the funds that the town has invested in the Event Site.

Outten explained that if the county is willing to purchase the property and agree to refund the money from the Event Site, the county can propose to buy the BB&T/Bank Property for \$1.7 million from the Town of Nags Head. The Town of Nags Head would review and vote on this proposal at their upcoming Board Meeting. If approved, the county will proceed with the construction of the Nags Head EMS Station. Outten pointed out that there is funding allocated in the Capital Improvement Plan to cover the land cost.

MOTION

Vice-Chairman Overman to prepare an offer and contract to the Town of Nags Head to purchase their property located at 105 W. Seachase Dr. Nags Head, NC 27959. Commissioner House seconded the motion.

Commissioner Ross asked if the county were to purchase this property and proceed with constructing the new EMS Station, is the county going to face any hurdles zoning wise, ordinance wise, or permitting wise that could slow down or stop construction? Outten responded that the contract that would be prepared would have approval contingency in it.

VOTE: AYES unanimous

ITEM 19 – MOVING UP THE DATE OF THE BUXTON/AVON BEACH NOURISHMENT PROJECT FROM 2027 TO 2026

Outten provided an explanation that Buxton Beach has experienced faster erosion than anticipated, suggesting that it would be beneficial to replenish the beach before the scheduled nourishment in 2027. In response to Mr. Brian Harris's inquiry about moving the re-nourishment to 2025, it was mentioned that obtaining the necessary permits in such a short timeframe is not feasible. The discussion also touched on the current state of the damaged jetties, which have played a role in preventing beach erosion in the past. Despite efforts to seek approval from the Coastal Resources Commission and Division of Coastal Management to repair or replace the jetties, multiple rejections have been received, citing various reasons including the 50% rule and the prohibition of hardened structures in North Carolina by statute.

Outten talked about Highway 12 and how the protection of the houses and hotels in the area have been effective and has served as an ancillary benefit to our projects. However, the primary reason for conducting nourishment in Buxton was to prevent the road from being lost. So far, we have successfully maintained the road and the objective now is to distribute enough sand to ensure the pavement is not lost.

He clarified that there are funds available for the project without affecting the funds allocated for town projects. He announced that the CIPC (Capital Improvement Planning Committee) had a meeting and unanimously agreed to recommend moving the project from 2027 to 2026. He mentioned that they explored the possibility of coordinating the project with Rodanthe, but determined that it was not feasible. They decided to proceed with Avon's project in 2026, which will save between \$4 to \$8 million in mobilization costs. These savings can be redirected towards the Rodanthe project, which originally required an estimated \$40 million.

Outten provided further details on the Rodanthe Beach Nourishment project, explaining that they are constantly working on it but currently do not have the necessary funds.

MOTION

Vice-Chairman Overman motioned to approve moving up the Buxton/Avon Beach Nourishment Project to 2027.

Commissioner Basnight and Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 20 – OPPOSITION TO S607 AND S640

Outten explained that at the time this item was added to the Agenda, there were two bills being considered by the legislature to make changes to the Tax Assessor and Tax Collector's Office that were unworkable in practice. He mentioned that S640 did not advance out of Committee and did not pass. However, S607 passed, leading to concerns from the Tax Assessors Association throughout the state. It was noted that they intend to seek its repeal, either in the long term or through a technical corrections bill. Outten concluded by stating that currently the Board has no course of action to take, so no further steps were necessary.

Chairman Woodard requested the County Manager to discuss the septic issues. Outten explained that new regulations had been adopted during the last session of the legislature involving environmental health departments and septic tank rules. A major change introduced by the legislature was that septic tanks can no longer be repaired in the same area, even if scientific evidence supports that it would work. This means that even if all the old sand is removed and new sand is added, the septic tank must be moved to the repair area. This change drastically increased the cost of repairs, for example, a \$7,000 repair could now cost closer to \$60,000 if a Peat system is needed due to space constraints in the backyard. This financial burden is not feasible for many individuals. After bringing this issue to the attention of the legislature, the Home Builders Association, and other lobbying organizations, it was agreed that the rules would be changed. These changes, which have been reviewed and approved by the county's Environmental Health Department, are aimed to address and resolve the existing issues. The proposed changes have already been approved by both the Senate and House and are included in the Budget Bill awaiting final approval from the legislature.

ITEM 21 – CONSENT AGENDA

The Manager announced the items as they were visually displayed in the meeting room.

MOTION

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (05.14.24) (06.03.24) **(Att. #5)**
- 2) Tax Collector's Report
- 3) Brightspeed Easements
- 4) ClearGov Service Order for Transparency Module
- 5) Emphasys Software Agreement for Investment Software
- 6) 2024 Repetitive Loss Area Analysis Update **(Att. #6)**
- 7) Coastal Storm Damage Mitigation Fund Resolution **(Att. #7)**
- 8) Budget Amendment – Emergency Management Grant Award
- 9) Fiscal Year 2024-2025 Financing Reimbursement Resolutions **(Att. #8)**

10) Resolution by the County of Dare Authorizing Execution of Opioid Settlements & Approving the Second Supplemental Agreement for Additional Funds (**Att. #9**)

11) DHHS-Public Health-Breaking Through Task Force–Public Awareness Campaign to Address Community Mental Health Grant

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 22 – BOARD APPOINTMENTS

1) East Lake Community Center Board

Vice-Chairman Overman motioned to reappoint Rosemarie Doshier.

Commissioner House seconded the motion.

VOTE: AYES unanimous

2) Game and Wildlife Commission

Commissioner Bateman motioned to reappoint Phil Haywood, Harvey Scarborough, Jr., and Buddy Shelton.

Commissioner Basnight seconded the motion.

VOTE: AYES unanimous

3) Library Board

Vice-Chairman Overman motioned to appoint Adrienne Palma and Kevin Wright.

Commissioner Basnight seconded the motion.

VOTE: AYES unanimous

4) Older Adult Services Advisory Board

Vice-Chairman motioned to appoint Margaret Dennis as Chair and Isaac Simonsen as Vice-Chair.

Commissioner Basnight seconded the motion.

VOTE: AYES unanimous

5) Parks and Recreation Advisory Council

Vice-Chairman Overman motioned to reappoint Anita Bills, Eddie Twyne, Amanda Hooper, & Helen Furr and to appoint Kenny Brite, Heath Fountain, Jamie Wentz, Katy Jo Walker, and Ivy Ingram.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

6) Wanchese Community Center

Vice-Chairman Overman motioned to reappoint Justin Bateman and Robert Walton.

Commissioner House seconded the motion.

VOTE: AYES unanimous

7) Upcoming Board Appointments

The upcoming Board appointments for August, September and October, 2024 were announced.

ITEM 23 –MANAGER’S/ATTORNEY’S BUSINESS

Following is a brief summary outline of the items mentioned by Commissioners and the County Manager during this segment:

MANAGER'S/ATTORNEY'S BUSINESS

- The County Manager stated that the county has a boat ramp in Rodanthe. In order to continue overseeing the non-structural components, such as keeping it clean and conducting minor maintenance, a Memorandum of Agreement (MOA) needs to be established with the state. If major damage occurs, the state will be responsible for repairs. Outten stated he needed authorization to sign the MOA, noting that it was previously approved but something happened at the state level and they have asked us to approve and sign it once again.

MOTION

Vice-Chairman Overman motioned to approve the County Manager to sign the MOA. Commissioner House seconded the motion.

VOTE: AYES unanimous

- The County Manager also mentioned that he received a request from the Friends of Youth Department to move into the former Youth Center. He clarified that he is not seeking immediate approval or denial, but rather wanted to alert the Board to start considering their plans for the building.

DOROTHY HESTER

- Hoped for good weather for the Family Fun in the Park Block Party.

DAVID CLAWSON - None

ITEM 24 - CLOSED SESSION (*Note: This item was handled out of sequential order by mistake*)

The Manager asked for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege to receive an update on the Opioid Litigation and to discuss the Lutz matter; and NCGS 143-318.11(a)(5) to instruct the County staff, or negotiating agents, concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract, or proposed contract, for the acquisition of real property by purchase, option, exchange, or lease in the matter of the Schiffman Property on Roanoke Island.

MOTION

Vice-Chairman Overman motioned to go into Closed Session pursuant to the provisions of the North Carolina General Statutes cited by the County Manager.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 11:52 p.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 12:37 p.m. and Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes, consulted with the Attorney in order to preserve the attorney client privilege and instructed the county staff on the position to be taken with regard to the purchase of or acquisition of real estate and took no other action.

CONTINUATION OF ITEM 23-COMMISSIONERS' BUSINESS

COMMISSIONER ROSS

- On July 4th, the Killer Dunes Run took place at Jockey's Ridge. He was pleased to be in attendance and had the privilege of starting the race. He mentioned that there were over

200 runners and the event was a great success. He stated that he would soon join a meeting with the committee to discuss the Celebration of Jockey's Ridge 50th Anniversary next June.

- Referenced Buxton Beach and wondered if the same concrete and debris structures were left on other beaches, such as Martha's Vineyard or Rehoboth, would they have to fight for attention to get it removed. He stated the county is 100% in the citizens corner on this issue and the Board is doing everything they can to make progress.
- He appreciated the Town Hall meeting on Early College and appreciated the comments from Dean Sweeny in regard to COA enrollment.

COMMISSIONER HOUSE

- He agreed with the consensus regarding the frustrations with the Army Corps of Engineers. He mentioned that he has frequent dealings with them, particularly in relation to dredge permits. He noted that, on average, a dredge permit usually takes 120 days. However, the most recent permits for Miss Katie took two years and there are still ongoing modifications being made to those permits.
- In the commercial fishing industry, there is a shrimp trade action taking place. He explained that if you are a shrimp trawler or part-time shrimper, you should complete and submit a questionnaire to the ITC Investigation by July 26th.
- Our Day in History: In 1969, Apollo 11 was the first rocket to land on the moon. In 1874, Dare County approved the budget for \$2,369.20.
- Pet of Week: All of the kittens in the OBX SPCA are all available for adoption.

COMMISSIONER VICE-CHAIRMAN

- Congratulated Service Pin recipients Dustin Peele and Barbara Hayes and the Employee of the Month Sherriann Sarsfield.

COMMISSIONER BATEMAN

- Inquired if there was anything we can do with the communication in Buxton. Outten stated it is a bandwidth issue and they have been working with Brightspeed to get redundant fiber.
- He asked about the status of the parking at the boat ramp in Wanchese. Outten responded that we are not any different than we were because they do not have the release yet from the state where they did the petroleum clean up to allow them to open up the site for parking. Commissioner Bateman said they cleaned it out and roped it off but cars and trailers have been parking on the left side. Outten said he would follow up. Chairman Woodard said it was being used to some degree but the whole site is not being used.
- He referenced the public comments and asked about the Army Corps no longer having responsibility in the issue at Buxton Beach and if that was an inaccurate statement. Outten clarified that according to the FUDS Statute, the Army Corps is responsible for the cleanup. The Army Corps' perspective is that they only need to remove petroleum products, not all structural elements. The Navy claims that a letter from a previous Park Service superintendent absolves them of responsibility and the Coast Guard argues that the petroleum is the Navy's, not theirs. This is why Congressional intervention is necessary to address the issue as a national concern, we do not care who takes responsibility, but somebody needs to deal with it.

- Discussed the upcoming Parks and Recreation Study and expressed his wish list and dream which included a large sports complex on the property in Manns Harbor, noting that it would create revenues. He also expressed the possibility of creating a Sports Authority comprised of parents of the children involved in the athletic programs. He suggested that the Board propose a sales tax increase for this purpose and let the public vote on it.

COMMISSIONER BASNIGHT

- Expressed that she could not agree more with Commissioner Bateman in regards to future development for Parks and Recreation.
- Thanked the Board for allowing her to be late for the Board Meeting so she could attend the A.B.C. Board Meeting. She stated that one of their missions is to have alcohol education within the schools and are working on this diligently.
- Appreciative of the Board of Education for holding a joint meeting with the Board about the Early College and stated when Boards and community work together they can achieve great things.
- Attended the Juneteenth Celebration that was held in Manteo, she applauded Tshombe Selby and John Buford for their performances.

At the conclusion of the meeting, Chairman Woodard asked for a motion to adjourn.

MOTION

Commissioner Bateman motioned to adjourn the meeting.

Commissioner Basnight seconded the motion.

VOTE: AYES unanimous

At 1:00 p.m., the Board of Commissioners adjourned until 9:00 a.m., August 5th, 2024

Respectfully submitted,

[SEAL]

By: _____
Skyler Foley, Clerk to the Board

APPROVED: By: _____
Robert Woodard, Sr., Chairman
Dare County Board of Commissioners

Note: Copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk. Attempts have been made to accurately spell each podium speaker.



Specturm Cable TV Contract

Description

Contract with Spectrum Enterprise to install cable TV service and a 36 month service contract

Board Action Requested

Approve Contracts

Item Presenter

Matthew Hester, IT Director



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact: David Hinshaw	
Telephone: 757-319-0466	
Email: david.hinshaw@charter.com	

Customer Information		
Customer Name DARE CO WATER	Order # 14380681	
Address PO BOX 1000 MANTEO NC 27948-8040		
Telephone (252) 475-5832	Email: matthew.hester@darenc.gov	
Contact Name Matthew Hester	Telephone (252) 475-5832	Email: matthew.hester@darenc.gov
Billing Address PO BOX 1000 MANTEO NC 27948-8040		
Billing Contact Name Matthew Hester	Telephone (252) 475-5832	Email: matthew.hester@darenc.gov

NEW AND REVISED SERVICES AT 1628 N Croatan Hwy , Kill Devil Hills NC 27948				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Deluxe	36 Months	1	\$100.00	\$100.00
SBB Equipment	36 Months	5	\$10.00	\$50.00
TOTAL*				\$150.00

ONE TIME CHARGE(S) AT 1628 N Croatan Hwy , Kill Devil Hills NC 27948			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
SBB Installation Fee	5	\$9,305.00	\$9,305.00
TOTAL*			\$9,305.00





1. **TOTAL CHARGE(S).** TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
2. **TAXES.** PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE

Signature: _____

Printed Name: Matthew Hester

Title: _____

Date: _____



2024 Update to CRS Program for Public Information

Description

The Community Rating System 3-year cycle review is scheduled for August 27, 2024. I have to update the 2015 Program for Public Information report. This report, prepared in conjunction with the Town of Manteo, outlines the various outreach activities undertaken to support flood insurance advocacy and awareness of flood risk. The PPI update must be adopted by the Board of Commissioners and the Town of Manteo. A copy of the update is attached with this cover sheet. There is a stakeholder committee that works with staff in developing the goals and identified activities. The PPIC endorsed the 2024 update at their annual meeting held July 29, 2024.

Board Action Requested

Adoption of resolution and updated 2024 PPI.

Item Presenter

Noah H Gillam, Planning Director

DARE COUNTY



TOWN OF MANTEO



PROGRAM FOR PUBLIC INFORMATION 2020 UPDATE



Prepared by the
Dare County Planning Department and the Town of Manteo Planning Department

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COMMON TERMS USED IN THIS DOCUMENT

BFE	The expected height of water during a flood that has a 1% chance of occurring in any given year. The BFE is identified in the Special Flood Hazard Area, made up of A- and V-zones. The BFE is expressed on a flood map as a number of feet.
CRS	Community Rating System – a voluntary incentive program developed by FEMA for those communities in the NFIP program to provide flood insurance discounts for implemented activities that exceed minimum NFIP standards.
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map (flood maps)
SFHA	SFHAs are flood zones with the highest risk of flooding. These zones are likely to experience flooding from a 100-year-flood (which has a 1% chance of occurring any given year, and a 26% chance of occurring over the life of a 30-year mortgage). On a FIRM, A-Zones and V-Zones fall into the SFHA category, which includes zones A, AO,AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V. Any property with a federally-backed mortgage located in the SFHA must purchase flood insurance.
AE Zones	The base floodplain where base flood elevations are provided, expressed as a number for example AE-9. Represent 1% annual chance of flooding. Sometimes referred to as 100-year flood zone. These areas are depicted on FIRMs.
AO Zones	Areas subject to inundation by 1% annual chance of shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet. These areas are depicted on FIRMs.
VE Zones	Coastal area subject to velocity flooding in addition to stillwater flooding, expressed as a number VE-9 for example. These areas are depicted on FIRMs.
Shaded X zone	Areas of 0.2 % chance of annual flooding. Flood insurance is not required in Shaded X zones. Sometimes referred to as 500-year flood zone. X zones are depicted on FIRMs.

Unshaded X zone	Considered to be outside of the special flood hazard area. Flood insurance is not required in X zones. X zones are depicted on FIRMs.
Local Elevation Standard (LES)	Locally adopted elevation level used as the Regulatory Flood Protection Elevation (RFPE) in Shaded X and X zones or used in conjunction with the BFE and freeboard standard to mitigate flood hazards in the AE, AO, VE zones as depicted on the FIRMs for Dare County.
NFIP	National Flood Insurance Program
Outreach	An action undertaken by local government to advocate, educate or inform property owners of issues through use of social media, brochures, community meetings or other means of communication.
PRE-Firm	Before the effective date of the County's participation in National Flood Insurance Program – October 6, 1978 for Dare County and January 12, 1973 for the Town of Manteo.
POST-Firm	After the effective date of October 6, 1978 for Dare County and January 12, 1973 for the Town of Manteo.
Repetitive Loss	An NFIP-insured structure that has had at least two flood losses of more than \$1,000 in any 10-year period since 1978.
Severe Repetitive Loss	NFIP-insured structure that has had at least four flood losses over \$5,000 and the cumulative amount of such claims exceeds \$20,000, or at least two claims with the cumulative amount of the claims exceeding the market value of the structure, or both outlined above within any 10-year period.

2024 UPDATE – CRS History and Purpose

As part of the Community Rating System 2015 five-cycle review, Dare County and the Town of Manteo partnered in the creation of a Program for Public Information. Both communities have participated in the CRS program since 1992. The 2015 review was the first time a Program of Public Information was a creditable option under the CRS program. Before 2015, the Town of Manteo and Dare County had informally worked together on outreach activities. The creation of the PPI Committee in 2015 allowed for an official plan to be developed and adopted by both governments, formalizing their goals, target audiences, and outreach activities for CRS credit. The multi-jurisdictional approach is recognized under the CRS program for practical and economic benefits and that flood waters do not stop at government boundaries. Unincorporated Dare County includes Roanoke Island, an estuarine island surrounded by the Roanoke Sound, Albemarle Sound and the Croatan Sound. The Town of Manteo is located on Roanoke Island and its municipal boundaries are adjacent to unincorporated portions of Dare County.

During the 2020 cycle review, Dare County became a Class 6 community and the Town of Manteo became a Class 5 community, resulting in a 25% and 30% discount, respectively, for NFIP flood insurance policyholders. Prior to the 2020 cycle visit the Town of Manteo and Dare County were ranked as Class 7 communities since the 2015 cycle review. Prior to 2015, both communities were ranked as Class 8.

Reducing future flood damages requires a comprehensive approach at both the public and private sector level. Education and awareness are important components in the success of a PPI. Residents that are prepared with response plans addressing pre-storm activities and post-storm recovery efforts are more likely to experience reduced property damages and to maintain personal safety. This presents a real challenge in Dare County where our population increases dramatically from May to September due to the influx of vacationers and seasonal workers needed to augment the year round workforce. A large number of the seasonal workers may not have local transportation to evacuate or may not fully understand the hazards associated with hurricanes or coastal storms. It is through implementation of the activities identified in the 2024 PPI update that local officials from Dare County and the Town of Manteo hope to increase awareness for all residents and visitors and to reduce losses from flood hazards. Additionally, in 2024 North Carolina's real estate disclosure form has flood risk disclosure added that may result in a more flood-risk informed citizenry and may positively impact the rate of flood insured properties in Dare County.

PROGRAM for PUBLIC INFORMATION COMMITTEE (PPIC)

The CRS manual provides a framework for PPI committees, recommending public sector and private sector agencies that should be represented on a PPI committee. The Dare County PPIC includes a total of 14 members as detailed below:

Noah Gillam, Dare County Planning Director/Floodplain Administrator
Melissa Dickerson, Town of Manteo Town Manager
Morgan Potts, Dare County Planner
Dorothy Hester, Dare County Public Information Officer
Katelin Kight, Dare County Assistant Public Information Director
Drew Pearson, Dare County Emergency Management
Fletcher Willey, Insurance Representative
David Joyner, Lender Representative
Willo Kelly, OB Association of Realtors Director
Beth Midgett, Hatteras Island representative
Hal Goodman, Town of Manteo representative
Stephanie Walker, Board of Realtors
John Deboy, OB Homebuilders
Calvin Gibbs, Mainland Dare representative
John Finelli, Martin's Point representative

Dare County and Manteo recognize the importance of an advisory committee to guide the overall PPI development. From time-to time, additional input on technical and mapping issues will be needed to meet the goals established in the PPI and to implement the PPI outreach activities.

Administrative support for the PPI committee is provided by the Dare County Planning Department and the Town of Manteo Planning Department in the form of agenda preparation, recordation of the committee's meetings, development of outreach materials, and other record-keeping duties. Meetings of the PPIC are held in the Dare County Administrative Building located on Roanoke Island. During 2020 and 2021, the PPIC met virtually as a result of COVID19 social distancing requirements.

For the 2024 update of the PPI, a meeting was held on July 29, 2024 to review the PPI and discuss needed updates and revisions. The goals, target audiences, and a matrix of suggested outreach activities were discussed at the meeting. Updates to the goals and implementation strategies were identified and endorsed by the group. The target audiences identified in 2020 were re-evaluated and adjustments made as noted in this update. The implementation strategies included in the 2020 update have a suggested timeline for action and responsible parties for the implementation work.

As part of the PPI update, the flood insurance coverage statistics were reviewed and discussed by the PPIC. The importance of flood insurance was identified as one of the primary outreach messages for the 2024 PPI update. The emphasis placed on the topic of flood insurance is associated with the adoption of revised flood insurance rate maps for all of Dare County. These revised maps became effective on June 19, 2020 and significantly decreased the number of properties located in AE and VE zones. Many properties were reclassified as Shaded X or X zone properties. As a result of these reclassifications, there is a concern among Dare County, the Town and the PPIC that many property owners may

choose to discontinue their flood insurance coverage. The advocacy of flood insurance is a predominant theme of many of the outreach activities discussed in this PPI update.

GOALS

The goals selected in 2020 were reviewed by the PPIC as part of the 2024 update process. The PPI goals serve as a framework for the committee's purpose and outreach activities. The goals are reviewed on an annual basis by the PPIC to ensure the mission of the PPI is met and consistency with the CRS criteria is fulfilled for CRS credit. In addition to these goals, the PPIC recommend that the Dare County BOC support proposed North Carolina legislation to reinstate risk-reduction similar to the Upton-Jones amendment by allowing for property owners to voluntarily consent to the removal and demolition of structures in exchange for the value of their flood insurance coverage to mitigate the risk of homes subject to repetitive flood losses.

1. Provide a coordinated and comprehensive approach of education opportunities and outreach activities for citizens, visitors, and property owners to become better informed on flood hazards; how to respond to flood hazards during emergency situations; recovery tools for storm reconstruction; and mitigation efforts to reduce repeated and/or future flood damages. It is recognized that flood waters and natural hazards do not stop at political boundaries and local government efforts are better served by a comprehensive multi-jurisdictional approach.
2. Emphasize the importance of flood insurance coverage through the use of the "Low Risk is Not No Risk" and "Prepare, Protect, and Insure" advocacy efforts.
3. Encourage citizens and property owners to complete risk assessments of their homes, businesses, and personal property and to undertake mitigation activities identified as a result of their assessments that will decrease or minimize flood hazards and enable them to respond if damages do occur.
4. Publicize through appropriate media sources, construction techniques for safe building in flood-prone areas and retrofitting methods to decrease flood hazards.
5. Evaluate the amount of flood insurance coverage in force in unincorporated Dare County and the Town of Manteo and identify focus areas for targeted efforts of promotion of flood insurance coverage.
6. Identify and implement a series of outreach activities and other government initiatives to result in better CRS class rankings resulting in additional flood insurance discounts for the residents and property owners in unincorporated Dare County and the Town of Manteo.

COMMUNITY ASSESSMENTS

DARE COUNTY

The unincorporated portions of the County include Mainland Dare County; Roanoke Island which includes the Town of Manteo; Martin’s Point, Colington and Kill Devil Hills Outside; and all of Hatteras Island. The 2020 population estimates provided by the State of North Carolina list the year round population of unincorporated Dare County as 18,157. The overall population for Dare County including the six municipalities is estimated at 36,997. Due to our tourist-based economy, our population fluctuates dramatically with peak population totals up to 300,000 in the summer months of each year.

Dare is susceptible to flooding during hurricanes, nor’easters and other storm events from both the ocean and from the estuarine (sound) side. In addition to tidal flooding from our close proximity to the Atlantic Ocean, soundside flooding is a major concern. Extended periods of strong winds push the estuarine waters over their banks resulting in flooding along roads and properties located along the estuarine shoreline and their tributaries. There are many large communities in unincorporated Dare County that feature a series of canals connecting to the various sounds in our area. Depending on the severity of a storm, flooding often overtops canalfront bulkheads flooding property adjacent to the canals. In addition to the flooding hazards associated with tidal flooding, Dare County’s topography is generally lacking in elevation and many areas are vulnerable to flash flooding from heavy rain events. Potential flooding from hurricanes, nor’easters and other coastal storms is a constant threat in Dare County and is not restricted to any specific time period or weather season. Although most people are familiar with the risk of hurricanes during the months of June to November, other coastal storms can result in severe flooding during the non-hurricane season months.

On June 19, 2020, revised FIRMs for Dare County became effective. These new flood maps have a significant number of properties reclassified as Shaded X or X zone properties. Many of the properties remaining in the AE flood zone have decreased base flood elevations i.e. the AE8 has changed to an AE4 flood zone. The table below lists the number of properties in each zone according to information provided to Dare County by the NC Floodplain Mapping Department.

	AE Zones	VE Zones	AO Zone	Shaded X	X Zone
2006 FIRM	12,875	1,828	0	*	*
2020 FIRM	8,493	124	120	2890	3076

* Not provided by NCDPS

TOWN OF MANTEO

The Town of Manteo is situated along the shore of Shallowbag Bay on the east side Roanoke Island. According to the State of North Carolina the Town’s population in 2012 was 1,506. Manteo is a primarily year round residential community, with a waterfront village business district, a historic residential area, and a general business district located along US HWY 64. The Town also includes a number of newer subdivisions and a partially gated community called Pirates Cove. There is some seasonal fluctuation in population as a result of being a tourist destination, but the increase is not as dramatic as neighboring beach communities in Dare County. The Town is also the County Seat of Dare County. There are a number of administrative functions for the County that are located in the corporate limits along with K-12 schooling and the College of the Albemarle.

The Town of Manteo is susceptible to a number of flood related events including hurricanes, nor’easters, and heavy rainfall events. Tidal fluctuations can also be a major source of flooding due to the proximity of Shallowbag Bay and the relatively low and flat topography that makes up the center of Roanoke Island. The Town’s stormwater system is connected directly to the adjacent sound waters allowing the sound to come up through the stormwater grates and into the drainage ditches during high tide events. During hurricanes, Manteo does not experience the erosion and flooding scenarios to the same degree of severity as neighboring communities. It does, however, experience flooding from rainfall and storm surge. Nor’easters and other heavy rainfall events cause localized flooding due to an aging and, in some cases, undersized drainage system. The Town, like its neighboring communities, deals with the threat of flooding throughout the entire year.

On the 2020 flood maps, most of Manteo is located in an X or Shaded X zone. The Town’s cemetery, elementary school, middle school and high school and a very few residential structures are located in an X zone. This area is toward the north and central part of the Town’s corporate limits.

	AE Zones	VE Zones	AO Zone	Shaded X	X Zone
2006 FIRM	1,149	13	0	*	*
2020 FIRM	418	0	0	215	620

FLOOD INSURANCE ASSESSMENTS

Both Dare County and the Town of Manteo are faced with flood hazards. Therefore it is important that property owners, business owners, and residents in the communities are knowledgeable about the consequences of living in a flood hazard area and the importance of protecting property and personal safety. The availability of flood insurance is an important aspect of property ownership in Dare County. An analysis of flood insurance coverage was included as part of the 2015 PPI and this information is updated annually as part of the CRS

recertification process. The flood insurance coverage information in the table below is valid through December 1, 2023.

DARE COUNTY

Flood Insurance Data

As of December 1, 2023, unincorporated Dare County had a total of 5,525 flood insurance policies in force. This is a significant decrease in insured properties since the 2020 PPI update. This decrease was anticipated due to the reclassification of many properties from V or AE to Shaded X or X zone with the 2020 FIRMs. This information is summarized in tables 1-5 below. Table 6 summarizes the insurance in force coverage compared to the number of buildings in unincorporated Dare County. The number of buildings in Dare County was calculated using the same type of residential/non-residential filters as the insurance information and compared to the level of coverage for the occupancy type. Although a significant percentage of structures in unincorporated Dare County is covered by flood insurance, there remains a large number of structures in the SFHA uninsured for flood damages.

Table 1 Insurance Occupancy – Policy Breakdown Summary

Occupancy	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
Residential	5175	\$2,514,929	\$1,389,682,000	\$268,538
Non-residential	350	\$394,092	\$132,424,000	\$378,354
TOTAL	5525	\$2,909,021	\$1,522,116,000	\$275,496

Table 2 Insurance Occupancy – Policy Breakdown Detail

Occupancy	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
Residential – SF	4772	\$2,418,945	\$1,313,359,000	\$275,222
All other residential	403	\$95,9843	\$76,323,000	\$189,387
Total Residential	5175	\$2,514,092	\$1,389,682,000	\$268,538
Non-residential	350	\$394,092	\$132,424,000	\$378,354
TOTAL	5525	\$2,909,021	\$1,522,116,000	\$275,496

Table 3 Insurance Zone – Policy Breakdown

Flood Zone	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
AE/AO	4275	\$2,215,469	\$1,146,532,000	\$268,195
VE	22	\$19,414	\$5,651,000	\$256,864
X	1149	\$646,780	\$353,054,000	\$307,271
TOTAL	5446	\$2,881,663	\$1,505,237,000	\$276,393

Table 4 Insurance Zone – Policy Breakdown – Pre-FIRM

Flood Zone	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
AE/AO	577	\$375,222	\$133,079,000	\$230,640
VE	8	\$7,202	\$1,387,000	\$198,143
X	148	\$98,209	\$44,713,000	\$302,114
TOTAL	733	\$480,633	\$179,179,000	\$244,446

Table 5 Insurance Zone – Policy Breakdown – Post-FIRM

Flood Zone	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
AE	3698	\$1,840,247	\$1,013,453,000	\$274,054
VE	14	\$12,212	\$4,264,000	\$304,571
X	1001	\$548,571	\$308,341,000	\$308,033
TOTAL	4713	\$2,401,030	\$1,326,058,000	\$281,362

Table 6 Insurance in Force vs. Total Number of Buildings

Occupancy	Policies in Force	Buildings in Unincorporated Dare	Percentage of Coverage
Residential -SF	4772	10381	46%
Other Residential	403	1481	27%
Non-residential	350	835	42%
TOTAL	5525	12697	44%

Repetitive Loss Properties

Dare County is considered a Class C repetitive loss community due to the large number of repetitive loss properties in Dare County. As a Class C community, Dare County is required to identify and map repetitive loss areas and to complete an annual outreach activity to property owners in the repetitive loss areas. The identification of repetitive loss areas is based on insurance information provided to Dare County by the State and FEMA. Some of this information is protected by the federal information privacy laws and only general numbers can be used with no specific addresses mapped or listed in any public document. It is important to note the repetitive loss structure list provided by FEMA to local governments only includes those structures for which flood insurance claims have been filed. Some structures adjacent to an RL structure or in the same neighborhood may have experienced similar flooding but may not be covered by flood insurance. Because flooding does not limit itself to only those structures covered by flood insurance, repetitive loss *areas* not just structures must be identified. With the large number of RLs in Dare County, it is important to educate the

owners of these structures about the risks and options that may be available to assist them with mitigation of future losses.

As of July 1, 2024 there are a total of 655 repetitive loss structures in unincorporated Dare County. A listing of the total number of RL properties by village area of unincorporated Dare County is included below.. The number of repetitive loss structures has increased in unincorporated Dare County since the 2020 PPI was adopted as a result of coastal storms including Hurricane Dorian and tropical storm Isaias, as well significant oceanfront overwash events in March 2018, November 2019, and December 2022. Over the past several years, Dare County has been successful in securing FEMA mitigation grants to elevate homes to reduce the risks of flood damages. A full-time staff person oversees the program and currently several applications to elevate more dwellings throughout unincorporated Dare County are pending approval by FEMA. Additionally, many property owners have utilized private funding, including Increased Cost of Compliance (ICC) money to elevate their homes.

VILLAGE	# of RL STRUCTURES
Avon	57
Buxton	72
Colington	53
East Lake	1
Frisco	105
Hatteras	106
Manns Harbor	8
Manteo Outside	23
Martin's Point	5
Rodanthe	151
Salvo	20
Stumpy Point	21
Wanchese	10
Waves	23
TOTAL	655

TOWN OF MANTEO

Flood Insurance Data

Updated Community Insurance Study (CIS) Data has been requested from the Insurance Service Office (ISO) but is not currently available due to technical issues on their end. Town of Manteo's CIS data will be updated upon receipt of the CIS report. The below reflects 2020

coverage data.

Information on flood insurance coverage was provided to The Town of Manteo from the NC State Floodplain Management Department. This information is collected by the NFIP. As of June 2, 2020, there were a total of 979 flood insurance policies in force. The information provided by the State was segmented according to occupancy type and by flood zone designation. This information is summarized in tables 7-11 below. The number of buildings in Manteo was calculated using the same type of residential/non-residential filters as the insurance information and compared to the level of coverage for the occupancy type. Table 12 summarizes this information.

As of June 2020 the Town of Manteo had 124 pre-FIRM policies in place and 855 Post-FIRM policies in place. Of the 979 flood insurance policies, two policies were in place for Pre-FIRM structures in an X Zone and 13 policies were in place for Post-FIRM structures in an X zone.

Table 7 Insurance Occupancy – Policy Breakdown Summary

Occupancy	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
Residential	902	\$381,665	\$205,764,900	\$228,120
Non-residential	77	\$189,032	\$27,119,900	\$352,206
TOTAL	979	\$570,697	\$232,884,800	\$580,326

Table 8 Insurance Occupancy – Policy Breakdown Detail

Occupancy	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
Residential – SF	434	\$273,841	\$109,799,100	\$252,993
All other residential	468	\$107,824	\$95,965,800	\$205,055
Total Residential	902	\$381,665	\$205,764,900	\$219,886
Non-residential	77	\$189,032	\$27,119,900	\$352,206
TOTAL	979	\$570,697	\$232,884,800	\$237,880

Table 9 Insurance Zone – Policy Breakdown

Flood Zone	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
AE	964	\$540,902	\$227,189,200	\$235,673
VE	0	0	0	0
X	15	\$29,795	\$5,695,600	\$379,706
TOTAL	979	\$570,697	\$232,884,800	\$237,880

Table 10 Insurance Zone – Policy Breakdown – Pre-FIRM

Flood Zone	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
AE	122	\$209,009	\$23,988,600	\$196,627
VE	0	0	0	0
X	2	\$790	\$700,000	\$350,000
TOTAL	124	\$209,779	\$24,688,600	\$199,102

Table 11 Insurance Zone – Policy Breakdown – Post-FIRM

Flood Zone	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
AE	842	\$331,893	\$203,200,600	\$241,330
VE	0	0	0	0
X	13	\$29,005	\$4,995,600	\$384,276
TOTAL	855	\$360,898	\$208,196,200	\$243,504

Table 12 Building Count Versus Flood Insurance Coverage

Occupancy	Policies in Force	Buildings in Town of Manteo	Percentage of Coverage
Residential –SF	434	772	56%
Other Residential	468	525	89%
Non-residential	77	164	46%
TOTAL	979	1,461	

Repetitive Loss Properties

The Town of Manteo has sixty six (66) repetitive loss structures and is considered a Class C repetitive loss community. Many of the repetitive loss properties that house commercial uses have taken measures to reduce damage from flooding and allow for easier clean up following flood events. Given the nature of these structures and the area in which they are located the mitigation efforts taken by the businesses are the most feasible way of addressing the flood concerns. These efforts continue annually during the winter months (the “off” season) when property owners make improvements to lessen the impact of floods.

The identification of repetitive loss areas is based on insurance information provided to the Town of Manteo by the State and FEMA. Some of this information is protected by the federal information privacy laws and only general numbers can be used with no specific addresses mapped or listed in any public document. It is important to note the repetitive loss

structure list provided by FEMA to local governments only includes those structures for which flood insurance claims have been filed. Some structures adjacent to an RL structure or in the same neighborhood may have experienced similar flooding but the structures may not have been covered by flood insurance. Because flooding does not limit itself to only those structures covered by flood insurance, repetitive loss *areas* not just structures must be identified. With the frequent risk of flooding that Manteo experiences, it is important to educate the owners of these structures about the risks and options that may be available to assist them with mitigation of future losses.

Flood Insurance Coverage Improvement Analysis and Recommendations

1. In 2015, the goal of increasing flood insurance by 5% for residential and non-residential structures was identified by the PPIC. In reviewing the flood insurance coverage numbers each year, this goal has not been met. The PPIC discussed new goals during the 2020 meetings and it was acknowledged that the flood maps effective June 19, 2020, have had significant impacts on flood insurance coverage for Dare County. Many properties were reclassified to Shaded X or X zones and the 2024 data shows that many property owners have elected to discontinue their flood insurance policies. Extensive outreach by Dare County and other community partners will be vital to educate property owners on the advisability of keeping their flood insurance coverage. The PPIC will continue to monitor the coverage information each year to evaluate the success of our outreach activities. The PPIC will monitor the number of X zone policies. It is hoped that property owners will shift to X zone policies versus an outright cancellation of insurance coverage. Increased messaging is required to encourage the purchase

TARGET AUDIENCES

The 2015 PPI included a total of eight target audiences. As part of the 2024 update, the PPIC reviewed the target audiences identified in 2020. It was the consensus of the group that these audiences were still valid with a couple of adjustments to highlight the Shaded X and X zone property owners. Members of the PPIC stressed the importance of year round property owners, especially new owners relocating to the area in response to the revised flood maps. It was noted that seasonal workers are generally international citizens and do not own property in Dare County. The sponsor agencies of these groups typically ensure their safety during storm conditions. The PPIC felt outreach efforts focusing on the importance of flood insurance coverage for property owners and renters is the best allocation of time and effort.

1. Prospective Buyers – The PPIC noted the importance of outreach activities to prospective buyers and individuals relocating to the area. Often buyers of vacation

homes or persons relocating to the area are unfamiliar with flood hazard areas. Although most are assisted with their real estate purchases by local real estate agents who are familiar with the area, it is important that buyers be aware of other potential sources of information available to them to assist in making an informed purchase. Continued collaboration with local real estate firms and the Outer Banks Association of Realtors on outreach activities about flood hazards was referenced by the PPIC. Direct mailings to purchasers of vacant property was identified as one method of reaching this group.

2. Special Flood Hazard Area Residents – With the revised flood maps effective in June 2020, many properties remaining in the special flood hazard areas were reclassified to a lower base flood elevation. Educating property owners on flood hazards and effective construction mitigation techniques will continue to be important in 2024 and the following years. Community meetings and outreach campaigns will be important.
3. Shaded X and X Zone Property Owners – With the large number of properties being reclassified on the revised FIRMs, outreach efforts involving Shaded X and X zone property owners was identified as a priority by the PPIC. The Low Risk is NOT No Risk campaign will continue with efforts focused on this target audience to ensure these property owners do not discontinue their flood insurance coverage.
4. Repetitive Loss Area Residents – Dare County has 655 repetitive loss properties. Although the Town of Manteo has significantly less repetitive loss structures than Dare County, efforts to reduce the number of repetitive loss structures are important. It was noted during the PPIC discussions, nationally 1% of all policy claims for repetitive flood loss structures account for 30% of the claim payments. Education efforts to inform property owners and residents of potential mitigation activities that may be completed to reduce flood losses was identified as a goal for this target audience. As noted earlier in the PPI, Dare County is required to contact each repetitive loss property owner and direct mailing is the best method to do so.
5. Community Stakeholders – Real Estate professionals including property management companies, mortgage professionals, insurance agents, and the professional organizations for these groups such as the Outer Banks Homebuilders Association and the Outer Banks Association of Realtors. Real estate firms, including their property management agencies, on the Outer Banks serve as important conduits of information to non-resident property owners and the tourists that rent the vacation homes. Outreach activities to advocate the importance of flood insurance in response to the new FIRMs was noted. It is hoped that non-resident property owners in those areas reclassified as Shaded X or X zone will not discontinue their flood insurance coverage. Advocacy of this message will be needed over the next few years. Local mortgage companies were added to this target audience since many property owners may choose to discontinue their flood insurance coverage with the new FIRMs. Outreach activities

involving the OB Homebuilders and the OB Association of Realtors are also identified as productive means of information dissemination. One such method is for these agencies to assist with the LRNR outreach campaign through the distribution of the LRNR brochures and office displays.

6. Property owners in oceanfront hazard- coastal erosion areas – Properties along the immediate oceanfront are subject to other hazards associated with erosion. The CRS manual allows communities with a PPI to include this as a target audience. A direct mailing to oceanfront property owners on Hatteras Island is the identified outreach activity for this group.
7. Community At large – The community at large always benefits from public awareness and education campaigns about flood hazards and flood safety. Therefore the PPIC felt it was appropriate to list this group as a target audience. This will include specialized efforts for tourists and our seasonal visitors that are needed during hurricane season or mandatory evacuations.
8. Year-round-Tenants– A large sector of Dare’s year round population does not own property but lives in rental housing. Tenant flood insurance is also available for commercial properties to cover goods and inventories. It was acknowledged by the PPIC that outreach efforts for this segment are needed to increase awareness of the need for rental insurance to cover flood losses.

OTHER PUBLIC INFORMATION EFFORTS and FLOOD INFORMATION SERVICES

1. Map Information Service – Both Dare County and the Town of Manteo provide map information and other flood hazard information as a service to property owners, residents, and other members of the community including lenders, realtors, and contractors. Inquiries can be made by email, in person or by telephone requesting information on specific properties. Typical information provided is if the property is located in a flood zone, if yes then what flood zone, if the property is located in a CBRA zone, and historical flooding information about the site. Copies of elevation certificates, if on file with the departments, may be requested. Stakeholders in the community such as realtors and insurance agents frequently contact the Dare County and Manteo Planning Department for information on flood hazards and historical flood determinations. With the adoption of the revised flood maps in June 2020, the Planning offices of both governments received many telephone and email inquiries about the new maps and individual property classifications. Staff in both agencies provided assistance to property owners on how to use the North Carolina (Flood Information Risk System) FRIS webpage.
2. Flood Protection Assistance and Flood Insurance Advice– Section 360 of the CRS manual provides credit to communities that offer flood protection information and advice. Staff members of the Town of Manteo and Dare County are available to discuss

flood protection measures and provide other advice to residents and property owners. On-site meetings with property owners can be scheduled at which specific questions can be asked and advice offered to property owners on potential ways to mitigate flood damages. Such topics as flood insurance coverage limits; ways to lower your flood premiums: substantial damage/substantial improvement reviews are just a few of the topics that can be discussed.

3. Financial Assistance Advice – Staff members from Dare County and Manteo are available to discuss financial assistance programs offered by FEMA or ICC funding through flood insurance policies that may be used to mitigate flood losses. Pre-flood and post-flood assistance options may be reviewed with the staff and additional information from FEMA publications may be provided to property owners and residents as needed. Information on flood insurance can be discussed, especially substantial damage determinations, following a flooding event. Staff also can provide assistance to property owners with Increased Cost of Compliance (ICC) flood claims.
4. Dare County Emergency Management – The Dare County Emergency Management department has a very robust webpage that is used to disseminate information about – hurricane readiness, weather and traffic reports, storm surge maps, and a wealth of other valuable information for residents, property owners, and visitors. This webpage is maintained and updated as needed depending on local conditions. Dare County also posts any specific event information on this site when storms or other situations occur that necessitate the release of timely information and utilizes a Twitter account and Facebook to disseminate information. The Dare County Emergency Manager also attends annual briefings of the international workers that visit Dare County each year. Information on hurricane preparedness is provided to the workers. There are usually a series of these briefings held in the spring and summer of each year.

EXISTING OUTREACH ACTIVITIES

In addition to the items highlighted above, there are also many other existing outreach activities designed to increase awareness of flood hazard preparedness and other related issues as noted in the following table:

ORGANIZATION	PROJECT	SUBJECT MATTER	FREQUENCY
Town of Manteo Public Works Department	Ditch clean-up and maintenance	Ditch Maintenance	As needed
Dare County Soil and Water Conservation Office	5 th grade bookmark contest	Water quality protection	Annually in spring
	Promotion of LID and BMPs for stormwater	Stormwater mgmt. and wetland protection	Throughout year
	Participation at annual Earth Day events	Conservation of water and natural resources	Annually in April
Dare County and Manteo Planning Departments	Handouts in offices	Various flood-related topics	Year-round

	Elevation certificates	Flood hazard	Yea-round
	Map information service	Various flood related topics	Year-round
Outer Banks Surfrider Foundation	Beach Cleanup	Cleanup of area beaches of litter	Annually
Dare Emergency Management	Message Board signage along area highways	Hurricane preparedness, evacuation	As needed before, during, and after storm events
	Hurricane Awareness Week Proclamation	Hurricane preparedness	Annually at start of hurricane season
	Webpage, Twitter, and Facebook posting	Hurricane preparedness, storm surge, evacuation, and other safety tips	Year-round and as needed during storm events
	Posting of high water marks at various locations throughout county	Historical flood data	Year-round
Local Insurance Agents	Handouts on issue	Flood insurance	As needed
NC Division of Coastal Management	Coastal Zone Management Program	Permitting agency for activities in ocean and estuarine AECs	Year-round
NC Sea Grant Program	Brochures and workshops	Various flood-related issues	Year-round and as needed

MESSAGES and OUTCOMES

During the 2015 development of the PPI, several messages were identified for use in the outreach activities. The PPIC reviewed these messages in 2024 for relevancy. It was the consensus of the PPIC that the messaging remains valid and should continue to be used. Messages are specific statements or directions that the community considers to be important topics for the target audiences. The Low Risk is NOT No Risk was noted during the discussion and the ability to use this slogan in many of the overall messaging, Six of these topics are determined by the CRS program and another three were selected by the PPIC that are more specific to unincorporated Dare County and Manteo as listed below:

1. Know your flood hazard (CRS)
2. Insure your property for your flood hazard (CRS)
3. Protect people from the hazard (CRS)
4. Protect your property from the hazard (CRS)
5. Build responsibly (CRS)
6. Protect natural floodplain functions (CRS)
7. Know your flood hazard before you buy (PPIC)
8. Hurricane preparedness (PPIC)
9. Educate property owners and contractors on stormwater management options (PPIC)

The PPIC discussed desired outcomes for each message. An outcome is what the PPIC would like to see happen in response to an outreach activity. Outcomes are not outputs but are desired changes in behavior by the target audience and how successful a particular outreach activity has been and if adjustments are needed to the outreach activity. For 2024, the desired outcome is for property owners to maintain or purchase flood insurance coverage to increase the overall insurance rate due to the decrease set in motion by the 2020 FIRMs update.

The use of direct mailings, especially with the Low Risk is NOT No Risk brochures, continues to be one identified method of message delivery. The Dare County Flood Information webpage will also be used to disseminate flood education materials. Collaborative efforts with local community groups such as the Outer Banks Homebuilders, the OB Association of Realtors and the other Dare County towns is another method that will be used to advocate for flood insurance and advise of flood risk mitigation work. The table in Appendix A is a comprehensive list of each target audience, the topic and message being delivered, the source of dissemination, the desired outcome, the responsible agency, and the assigned schedule. Some of the noteworthy outreach efforts are highlighted below:

1. Flood Response Packet -- A package of information for property owners who have suffered flooding damages will be prepared for dissemination after flooding events. The information will be given to affected property owners and to non-profit volunteer groups assisting with recovery efforts. This package of information will include information about safety practices, mold hazards, information on substantial damage determinations and ICC flood insurance brochures. This information will also be posted on the Dare County and Town of Manteo website after a flood event and provided to local news media for reporting.
2. Repetitive Loss Residents – a concentrated effort for residents in repetitive loss structures has also been identified as an outreach effort. This effort has been selected based on the importance of educating property owners about repetitive flooding areas and mitigation steps that should be considered.
3. Development of Dare County Flood Information Website -- The nine topics outlined in the Messages and Outcomes section will be addressed on the webpage. Links to NC FRIS site and other relevant webpages will be available from this site. Videos of local community forums on flood insurance will also be posted on the webpage.
4. Expanded use of local government access channel. The local government channel, which is managed by the Dare County Government Access Committee provides programming of local government meetings and other public information.

These outreach activities will be implemented by Dare County and The Town of Manteo. However, some of the outreach activities are more effective if delivered by stakeholders or others outside of the local government. For example, presentation of information by the

insurance industry representative to a homeowners association is an alternative method of delivering information to property owners and residents than the use of direct mailings or website information. Certain stakeholders were identified during the PPI discussions and are listed in Appendix A with the appropriate target audience and message to be delivered.

PPI ADOPTION and ANNUAL EVALUATION

At the July 29, 2024 meeting of the PPIC, the updated version of the PPI was presented by the planners to the PPIC. The PPIC reviewed the 2024 update and voted to recommend approval of the PPI to the elected boards of Dare County and the Town of Manteo.

Following adoption of the PPI update by the PPIC, the PPI update was presented to the Dare County Board of Commissioners by Noah Gillam and to the Town of Manteo by Melissa Dickerson. A resolution for adoption of the updated PPI was presented. Copies of the approved resolutions with the approval date of each jurisdiction are included in the PPI update.

The PPIC will meet at least once a year to evaluate the plan and to make any changes to the outreach activities. A summary of the annual meeting will be prepared for CRS credit purposes and will be submitted to the consent agendas for the elected boards for Dare County and the Town of Manteo.

OUTREACH ACTIVITIES – 2024 PPI MEETING

TOPIC #1 KNOW YOUR FLOOD HAZARD MESSAGE A: Find out the flood hazard for the area where you live MESSAGE B: Prepare, Protect, Insure MESSAGE C: Be aware -- Flooding can occur at any time of year.					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants	Increase in number of map information inquiries.	Map info service and financial assistance advice offered by local governments.	Dare and Manteo Planning	Continuous	Local homeowners associations
Prospective buyers	Increased awareness that floods can happen anywhere	Direct mailings on flood hazards and erosion hazards – (RL area residents, oceanfront property owners)	Public Relations	July 2024	Outer Banks Chamber of Commerce
Repetitive loss area residents	Increased awareness of all flood hazards and that flooding can occur at any time depending on wind conditions and rainfall event.	Presentations to civic and neighborhood groups		Year-round	Insurance and mortgage professionals
SFHA Residents		Govt TV programming and webpage on flood hazards and map information services offered by local governments.		Year-round	
Sh X/ X Zone Property Owners		Display NFIP brochures in County and Town offices; local libraries. local retailers and stakeholders offices.		Displayed year-round	
Oceanfront residents		Distribution of press packet of information for release to local media as needed depending on conditions and events.		Packet updated as needed annually	
Community Stakeholder Groups					
Community at large					

OUTREACH ACTIVITIES – 2024 PPI MEETING

TOPIC #2 INSURE YOUR PROPERTY FOR YOUR FLOOD HAZARD MESSAGE A: Don't rely on your landlord to cover your losses --flood insurance for renters is available MESSAGE B: Prepare, Protect, Insure					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants Prospective buyers Repetitive loss area residents SFHA Residents Sh X/ X Zone Property Owners Oceanfront residents Community Stakeholder Groups Community at large	With revised FIRMS effective, transition to preferred risk or X zone policy versus discontinuation of flood coverage.	Presentations to civic and neighborhood groups Local government programming and webpage on flood insurance basics Quarterly mailings to new lot purchasers Display NFIP brochures in County and Town offices; local libraries; local retailers and stakeholders offices Update press packet as needed depending on conditions and events. Stakeholders meetings on flood insurance awareness, sponsor flood insurance seminars for insurance agents and other community officials	Dare and Manteo Planning Public Relations	At various times during 2024 Year-round Each quarter Displayed year-round Updated as needed annually At various times during 2024	Insurance representatives Outer Banks Chamber of Commerce Local homeowners associations Manteo Merchant Association

OUTREACH ACTIVITIES – 2024 PPI MEETING

TOPIC #3 PROTECT PEOPLE FROM THE HAZARD MESSAGE A—After a flood, follow proper safety precautions before using your food, water, wastewater system and utilities. MESSAGE B: Prepare a response plan.					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants	Public health measures will be publicized to ensure the community is aware of any health risks after an event.	Presentations to civic and neighborhood groups on preparedness activities.	Dare and Manteo Planning	Year-round	Property mgmt. agencies
Prospective buyers					
Repetitive loss area residents	Increased awareness of what families or others should do to prepare for emergency events.	Local Govt TV programming and webpage awareness and preparedness tasks.	Public Relations Manteo Utilities Dept Dare County Health Emergency Mgmt	Year-round	Local homeowners associations Health Dept. National Weather Service
SFHA Residents					
Sh X/ X Zone Property Owners					
Oceanfront residents					
Community Stakeholder Groups					
Community at large	Use of County’s mass messaging, webpage and other social media to disseminate information about safety measures and response plans.	Display NFIP brochures in County and Town offices; local libraries, local retailers and stakeholders offices.	Year-round	Displayed year-round	
	Distribute PPI brochure at community meetings and in direct mailing.			Year-round	
		National Weather Service forums		July 2024	

OUTREACH ACTIVITIES – 2024 PPI MEETING

TOPIC #4 PROTECT YOUR PROPERTY FROM THE HAZARD MESSAGE A: Don't walk or drive through flooded streets or flood waters MESSAGE B: Check your propane gas tanks MESSAGE C: Make an inventory of important documents and possessions					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants Prospective buyers Repetitive loss area residents SFHA Residents Sh X/ X Zone Property Owners Oceanfront residents Community Stakeholder Groups Community at large	Decrease in number of stranded vehicles during and after flood events Decrease in the number of propane tanks that float away during a flood. Awareness of need for inventory of possessions and documents.	Presentations to civic and neighborhood groups. Govt TV programming and webpage safety actions. Use of County webpage and other social media to disseminate preparedness and safety information. Display NFIP brochures in County and Town offices; local libraries, local retailers and stakeholders offices. Distribution of press packet of information for release to local media as needed depending on conditions and events. Direct mailing to local propane companies on proper anchoring methods. Social media posts.	Dare and Manteo Planning Emergency Mgmt Public Relations	Throughout year and more frequently during storm events Year-round Displayed year-round Updated as needed annually August 2024	OB Homebuilders Fire Marshal Insurance agents Real Estate Agencies

OUTREACH ACTIVITIES – 2024 PPI MEETING

TOPIC #4 PROTECT YOUR PROPERTY FROM THE HAZARD MESSAGE D : Mitigate when possible. Retrofit or elevate to reduce losses. MESSAGE E: Keep your flood vents open. MESSAGE F: Prepare, Protect, Insure					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants Prospective buyers Repetitive loss area residents SFHA Residents Sh X/ X Zone Property Owners Oceanfront residents Community Stakeholder Groups Community at large	<p>Increase in number of elevated structures or other mitigation actions to reduce flood losses.</p> <p>Increase in inquiries to staff about potential actions to mitigate future losses, such as flood vents, elevation of equipment.</p>	<p>Direct mailing about mitigation actions and property protection, LRNR brochures</p> <p>Presentations to civic and neighborhood groups on mitigation actions.</p> <p>Govt TV programming and webpage on mitigation techniques and importance of flood vents</p> <p>Display NFIP brochures in County and Town offices; local libraries, local retailers and stakeholders offices.</p> <p>Distribution of press packet of information for release to local media as needed depending on conditions and events.</p> <p>Pursue grant funding for FEMA mitigation funds to elevate structures.</p>	<p>Dare and Manteo Planning</p> <p>Public Relations</p> <p>Emergency Management</p>	<p>2024-2025</p> <p>Throughout year</p> <p>Year-round</p> <p>Displayed year-round</p> <p>Updated as needed annually</p> <p>Annually and following declared disasters</p>	<p>Outer Banks Homebuilders Association</p> <p>Local homeowners associations</p> <p>Real Estate agencies</p>

OUTREACH ACTIVITIES – 2024 PPI MEETING

TOPIC #5 BUILD RESPONSIBLY MESSAGE A: Get a permit before you build. MESSAGE C: Know the rules that apply to construction MESSAGE E: Prepare, Protect, Insure						MESSAGE B: Building permits are needed for storm repair work. MESSAGE D: PAS – parking, access and storage	
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders		
Prospective buyers	Increased awareness of need for repair permits	Enforcement of local elevation standard in Shaded X and X zones.	Dare and Manteo Planning	Continual	Outer Banks Homebuilders Associations		
Repetitive loss area residents							
SFHA Residents	Increased number of permits issued after flood events	Distribute information flood response packet to disseminate after a flood event.	Public Relations	Throughout year	Local homeowners associations		
Sh X/ X Zone Property Owners	Decrease in conversion of enclosed areas for use as living area.	Presentations to civic and neighborhood groups on construction techniques					
Oceanfront residents				Throughout year	Real estate and property mgmt. firms.		
Community Stakeholder Groups						Year-round	
Community at large							Year-round
	Govt TV programming and webpage on use of enclosed areas and other building issues.	As needed on individual projects throughout year.					
	Use of County’s webpage and other social media to disseminate information.						
	Use deed restrictions and acknowledgement forms to advise property owners on use of enclosed areas for parking, access and storage only.						

OUTREACH ACTIVITIES – 2024 PPI MEETING

TOPIC #6 PROTECT NATURAL FLOODPLAIN FUNCTIONS MESSAGE A: Don't dump trash or storm debris in ditches and canals MESSAGE B: Only rain down the drain! MESSAGE C: Wetlands are important					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Prospective buyers	Increased awareness of importance of wetlands for water quality, fisheries development, and floodplain development.	Presentations to civic and neighborhood groups on natural functions of resources.	Planning	Throughout year	Soil and Water Conservation Nature Conservancy
SFHA Residents			Soil and Water Conservation	Year-round	
Sh X/ X Zone Property Owners		Govt TV programming and webpage on importance of protecting wetlands and dune systems.	Manteo Public Works	Year-round	
Oceanfront residents		Use of County's webpage and other social media to disseminate information about not dumping in local ditches and other topic related issues.	Public relations & Grants and waterways	Year-round	
Community at large				Press Release on installation of stormwater improvements identified in updated stormwater masterplan		Winter 2024-2025

OUTREACH ACTIVITIES – 2024 PPI MEETING

TOPIC #7 KNOW YOUR FLOOD HAZARD BEFORE YOU BUY					
MESSAGE A: Check Before You Buy MESSAGE B: Prepare, Protect, Insure					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Prospective buyers Sh X/ X Zone Property Owners Community Stakeholder Groups	Increase in number of contacts to Planning offices about flood hazards from potential buyers With revised FIRMS effective, transition to preferred risk or X zone policy versus discontinuation of flood coverage.	Govt TV programming and webpage. Use of County's webpage and other social media to disseminate information about map information services offered by local government. Update and Implement Flood Insurance Awareness and Coverage Improvement Plan Distribute PPI brochure about flood hazard for distribution at local realty firms.	Dare and Manteo Planning	Throughout year Year-round January 2023 August 2023	Insurance representatives Outer Banks Association of Realtors

OUTREACH ACTIVITIES – 2024 PPI MEETING

TOPIC #8 HURRICANE PREPAREDNESS AND RECOVERY
MESSAGE A: Join mass distribution lists of Dare County EM. Evacuate when advised to do so by officials and return when authorized to do so.
MESSAGE B: Stay home so officials can do their job to assess conditions.
MESSAGE C: Learn about storm surge and how it affects your neighborhood.
MESSAGE D: Make a checklist of pre-storm activities
MESSAGE E: Complete recovery efforts and debris removal as instructed by local officials.
MESSAGE F: Submit your re-entry applications early, not as storm approaches.

Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants	Awareness of evacuation orders if issued	Presentations to civic and neighborhood groups.	Emergency Management,	On -going and more frequently during storm events	Property management firms
Repetitive loss area residents	Awareness of re-entry orders when issued.	Govt TV programming on hurricane preparedness and recovery efforts,	Public Relations		Local homeowners and civic associations.
SFHA Residents	Increased participation in EM mass notification system.	Use of County’s webpage and other social media to disseminate information on general topics and as needed during events		Year-round	National Weather Service
Sh X/ X Zone Property Owners	Non-resident property owner re-entry system implementation	Display NFIP brochures in govt offices; local libraries local retailers, and stakeholders offices.		Displayed year-round	
Oceanfront residents		Update press packet of information for release to local media and as needed depending on conditions and events.		Updated as needed annually	
Community Stakeholder Groups		Link to National Hurricane Center on the Emergency Mgmt webpage about storm surge and its potential impacts.		Maintained year-round.	
Community at large		Collaborate with NWS on community forums.		Summer 2024	

OUTREACH ACTIVITIES – 2024 PPI MEETING

TOPIC #9 EDUCATE PROPERTY OWNERS AND CONTRACTORS ON STORMWATER MANAGEMENT OPTIONS					
MESSAGE A: Low impact development (LID) techniques work					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants	Increased use of low impact development (LID) stormwater techniques	Distribute information on LID techniques for distribution and display in County/Manteo offices.	Dare and Manteo Planning	Throughout year	Soil and Water
Prospective buyers					Nature Conservancy
Repetitive loss area residents		Presentations to civic and neighborhood groups.	Soil and Water Conservation	Throughout year	
SFHA Residents					
Sh X/ X Zone Property Owners		Govt TV programming and webpage.		Year-round	
Oceanfront residents		Posting of LID information on County/Manteo webpage			
Community Stakeholder Groups					
Community at large					

SUMMARY OF 2024 DARE-MANTEO PROGRAM FOR PUBLIC INFORMATION ANNUAL MEETING

July 31, 2024 Dare County Administration Building 2:00 p.m.

An attendance sheet for the meeting is attached.

Savannah Newbern called the meeting to order at 2:00pm.

Annual Outreach Activities

The group reviewed the social media toolkit and schedule while Katelin Kight, Dare County Assistant Public Information Director, explained the schedule of release followed by Dare County and reminded the Towns to maintain a similar schedule. Postings have taken place in the order of the attached calendar and will continue as proposed. The group discussed additional suggested text for topics #3 “Protect People from the Hazard” to promote public health information and #8 “Hurricane Preparedness and Recovery” to include reference to the pilot North Carolina Insurance Underwriting Association (NCIUA) “Strengthen Your Coastal Roof” program for post-storm grant opportunities for property-owners which has benefitted many Dare County property owners. The group requested an additional #2 “Insure Your Property” post was added to the schedule based on the reduction in flood insurance coverage noted in the PPI Plan update. The group approved of the ongoing online posts and calendar.

The group reviewed the updated PPI outreach activity matrix. Dates have been updated to reflect the status of ongoing projects, including the stormwater plan’s completion and the flood mitigation projects that have received grant funding. The revisions were endorsed by the group.

The Hazard Mitigation Plan has begun its 5-year update cycle, James Wooten and Drew Pearson, Emergency Management, shared updates about the community engagement efforts ongoing with the HMP update.

Decrease in Coverage and PPI Plan Review

The group discussed general changes in flood insurance patterns. Many property owners no longer carry flood insurance, because their properties are not in the special flood hazard area with the flood map revisions adopted in 2020. Flood insurance premiums are increasing and variable from house to house regardless of elevation above sea level and flood resistant materials, based on feedback from insurance agents and insured property owners at the meeting. In total, there has been a 24% reduction in flood insurance coverage in Dare County, resulting in close to a billion dollars less in coverage. The group discussed adding messaging to topic #2 “Insure Your Property for Your Flood Hazard” to highlight rising costs of insurance, to recommend comparing costs for coverage, and review any policy changes on an annual basis. The group also discussed adding a video testimonial due to the powerful nature of first-person story-telling from personal experiences of flooding and flood losses to Dare County residents. The Public Relations department will explore adding this outreach to their schedule of video content and could potentially air this type of messaging on the public access television.

Members of the committee approved the draft of the 2024 PPI Plan update with the inclusion of discussed edits.

The meeting adjourned at 3:15 p.m.

A RESOLUTION ADOPTING THE 2024 UPDATE OF THE DARE COUNTY
PROGRAM FOR PUBLIC INFORMATION

WHEREAS, Dare County participates in the Community Rating System (CRS) program to ensure property owners in unincorporated Dare County qualify for discounted flood insurance premiums as a result of our participation; and

WHEREAS, the Community Rating System (CRS) program continued participation in the CRS program is of primary importance to Dare County and;

WHEREAS, the CRS manual outlines a process for the adoption of a Program for Public Information (PPI) which formalizes all outreach activities to be implemented in conjunction with the CRS program; and

WHEREAS, in 2015 Dare County and the Town of Manteo, in conjunction with a stakeholders committee, developed a Program for Public Information that identified goals, target audiences, and outreach activities to increase awareness of the importance of flood insurance, property protection measures, and hurricane preparedness; and

WHEREAS, the PPI also includes an assessment of flood insurance coverage, insurance coverage analysis, and coverage improvement strategies for credit under Section 370 of the CRS manual; and

WHEREAS, as part of the three-year CRS cycle review, the 2015 Program for Public Information must be reviewed and updated to ensure the goals, target audiences and outreach activities remain relevant; and

WHEREAS, the PPI stakeholder committee reviewed the final draft of the PPI update on July 29, 2024 and voted unanimously to adopt the update and recommended its adoption by the local elected boards of Dare County and the Town of Manteo.

NOW THEREFORE BE IT RESOLVED the Dare County Board of Commissioners does hereby adopt the 2024 Update of the Program for Public Information as presented on August 5, 2024.

BY: _____

DATE:

Robert L. Woodard Sr., Chairman
Dare County Board of Commissioners

ATTEST: _____

(SEAL)

Skyler Foley
Clerk to the Board



Great Trails State Program Application

Description

The Great Trails State Program is a non-recurring grant for the installation of new trails and the maintenance of existing trails. The proposed project is the maintenance of the Marshall & Gussie Collins Walkway. This project is on the Capital Improvement Plan for FY2028. A maximum of \$500,000 may be awarded by the grantor with a 2 (State) to 1 (County) match. The grantor requires site control by the applying entity, therefore project will include the maintenance, repair, and replacement of the trail on Dare County property adjacent to the Tillett Community Center, Administration Building, and Justice Center. Deadline for application is September 3rd.

Board Action Requested

Approve Application Submittal

Item Presenter

Barton Grover, Grants & Waterways Administrator



County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5000

Certification & Approval by Governing Board

I hereby certify the Dare County Board of Commissioners approved the submittal of the attached application for the maintenance of the Marshall & Gussie Collins Walkway at the August 5th, 2024 meeting, and the required matching funds for the grant will be available within three years of submitting the application.

Robert Woodard, Sr., Chairman

(Signature)



Soil and Water StRAP Funding Budget Amendment

Description

The Dare County Soil & Water Conservation District has been awarded \$219,490 as part of the 2024 round of funding for the Streamflow Rehabilitation Assistance Program (StRAP). This is divided into \$174,490 for Stream Debris Removal and \$45,000 for the replacement of three culverts in East Lake along Hwy 64. This includes stream segments in Dough's Creek (Manteo), Jovers Ln. (Wanchese), Hwy 64 (East Lake), Jennette's Sedge (Buxton), and Woodall Way (Hatteras). StRAP is a reimbursement grant with zero match.

As a supplement to this we have also received a \$13,500 grant with zero match from the Albemarle Commission.

Board Action Requested

Budget amendment to add funding for Soil & Water in the amount of \$232,990 (\$219,490 for StRAP and \$13,500 for the Albemarle Commission Grant).

Item Presenter

Charles Sanders

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024 - 2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Soil & Water (104760)</u>					
<u>Revenues:</u>					
SWC - Stream Debris Removal	103760	422020	00762	219,490	
Albemarle Commission Grant	103760	422240	00787	13,500	
<u>Expenditures:</u>					
Professional Services	104760	510900	00762	219,490	
Prof Svcs-Albe. Comm. Grant	104760	510900	00787	13,500	

Explanation:

The Dare County Soil & Water Conservation District has been awarded \$219,490 as part of the 2024 round of funding for the Streamflow Rehabilitation Assistance Program (StRAP). This is divided into \$174,490 for Stream Debris Removal and \$45,000 for the replacement of three culverts in East Lake along Hwy 64. This includes stream segments in Dough's Creek (Manteo), Jovers Ln. (Wanchese), Hwy 64 (East Lake), Jennette's Sedge (Buxton), and Woodall Way (Hatteras). StRAP is a reimbursement grant with zero match.

As a supplement to this we have also received a \$13,500 grant with zero match from the Albemarle Commission.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



Budget Amendment - Register of Deeds Grant

Description

The Office of State Budget and Management Register of Deeds Grant Program has awarded Dare County \$2,000 for the preservation of historical records and files.

Board Action Requested

Approve Budget Amendment

Item Presenter

Barton Grover, Grants & Waterways Administrator

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024-2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Register of Deeds					

Revenues:

State Budget Appropriation	103460	422235		\$2,000
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Expenditures:

Preservation of Vital Records	104460	510936		\$2,000
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Explanation:

Office of State Budget and Management Register of Deeds Grant Program for the preservation of historical records and files.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



Budget Amendment for Dredge Loan Forgiveness

Description

The fiscal year 2025 budget for dredge loan forgiveness is \$3,000,000. The actual dredge loan forgiveness for fiscal year 2024 was \$4,131,348. The following budget amendment will increase the current year budget to \$4,500,000.

Board Action Requested

Adopt budget amendment.

Item Presenter

David Clawson, Finance Director

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024-2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Inlet Maintenance Fund					
<u>Revenues:</u>					
Appropriated fund balance	253571	499900		\$1,500,000	
<u>Expenditures:</u>					
Dredge loan forgiveness	254572	559916	00775	\$1,500,000	

Explanation:

To increase the FY2025 budget from \$3 million to \$4.5 million based on FY2024 loan forgiveness of \$4.131 million.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



Budget Amendment - Salvo RCCP Grant

Description

Dare County received \$234,000 to perform a drainage study, surveys, engineering, and design in Salvo to address stormwater drainage issues and soundside flooding. This grant has no local match required. This project was identified by community survey responses and the engineer during completion of the Resilient Coastal Communities Program Phase 1 and 2.

Board Action Requested

Approve Budget Amendment

Item Presenter

Barton Grover, Grants & Waterways Administrator



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

July 18, 2024

The Hon. Robert Woodard, Sr., Chair
P.O. Box 1000
Manteo, NC 27954

Dear Chairman Woodard:

I am pleased to inform you that Dare County is being awarded a grant of \$234,000 under the N.C. Resilient Coastal Communities Program. This award is to assist the town in completing the engineering and design work to perform a drainage study in the Village of Salvo to reduce stormwater flooding and improve passage for emergency vehicles.

The Department of Environmental Quality's Division of Coastal Management (DCM) will administer this grant. If you have any questions concerning this grant, please get in touch with Kasen.Wally@deq.nc.gov or Maekenzie.Todd@deq.nc.gov at the DCM Morehead City office.

Congratulations on being selected for this grant. I hope these funds will help as you work towards building resilience within your community for your residents, your economy, and your natural environment.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Biser".

Elizabeth S. Biser

cc: Senator Norman Sanderson
Representative Keith Kidwell
Director Tancered Miller, Division of Coastal Management
Barton Grover, Dare County



North Carolina Department of Environmental Quality
201 West Jones Street | 1801 Mail Service Center | Raleigh, North Carolina 27699-1601
(919) 207-2664

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024-2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					

Revenues:

NCDEQ-RCCP Grant (Salvo)	173765	427013	00790	\$234,000	
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Expenditures:

Salvo Drainage Study	174765	537505	00790	\$234,000	
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Explanation:

Resilient Coastal Communities Program Grant for stormwater engineering and design in Salvo.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



Budget Amendment - Hatteras Village RCCP Grant

Description

Dare County received \$160,000 to construct stormwater control measures alongside NC12 in Hatteras Village to address flooding of NC12. This grant has no local match required. This project was identified by community survey responses and the engineer during completion of the Resilient Coastal Communities Program Phase 1 and 2.

Board Action Requested

Approve Budget Amendment

Item Presenter

Barton Grover, Grants & Waterways Administrator



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

July 18, 2024

The Hon. Robert Wood, Sr., Chair
P.O. Box 1000
Manteo, NC 27954

Dear Chairman Woodard:

I am pleased to inform you that Dare County is being awarded a grant of \$160,000 under the N.C. Resilient Coastal Communities Program. This award will support the county in implementing your Phase 4 project to construct bioswales along NC-12 near the eastern approach to Hatteras Village to combat overwash along this critical evacuation route.

The Department of Environmental Quality's Division of Coastal Management (DCM) will administer this grant. If you have any questions concerning this grant, please get in touch with Kamen.Waltz@deq.nc.gov or Mackenzie.Todd@deq.nc.gov at the DCM Morehead City office.

Congratulations on being selected for this grant. I hope these funds will help as you work towards building resilience within your community for your residents, your economy, and your natural environment.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Biser".

Elizabeth S. Biser

cc: Senator Norman Sanderson
Representative Keith Kidwell
Director Tancered Miller, Division of Coastal Management
Barton Grover, Dare County



North Carolina Department of Environmental Quality

217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601

919.707.6644

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024-2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					

Revenues:

NCDEQ-RCCP Grant (HV Bioswales)	173765	427013	00791	\$160,000	
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Expenditures:

Hatteras Village Bioswales	174765	537505	00791	\$160,000	
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Explanation:

Resilient Coastal Communities Program Grant for stormwater improvements in Hatteras Village

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



Budget Amendment - CSDM Grant 4-Towns Beach Nourishment

Description

Dare County received \$7,532,600 via the Coastal Storm Damage Mitigation Fund for the 4-Towns Beach Nourishment Project. This grant requires equal cost share.

Board Action Requested

Approve Budget Amendment

Item Presenter

Barton Grover, Grants & Waterways Administrator

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024-2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					

Revenues:

NCDEQ-DWR Grant 4-Towns BN	223025	427013	60357	\$7,532,600
Appr Fund Bal-4-Towns BN Grant	223090	499900	60357	\$7,532,600

Expenditures:

4-Towns BN 2027	224580	537645	60357	\$15,065,200
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Explanation:

Coastal Storm Damage Mitigation Grant for the 4-Towns Beach Nourishment Project

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
RICHARD E. ROGERS, JR.
Deputy



Barton Grover
Dare County Grants and Waterways Administrator
P.O. Box 1000
Manteo, NC 27954

Dear Mr. Grover:

The Division of Water Resources (DWR) of the North Carolina Department of Environmental Quality (NCDEQ) is pleased to announce that \$7,532,600 in financial assistance for the Dare County 4-Towns Beach Nourishment Project has been tentatively approved by the State of North Carolina. The award is pending the successful execution of a grant contract between the State and your municipality.

These funds are to be “used for costs associated with beach nourishment, artificial dunes, and other projects to mitigate or remediate coastal storm damage to the ocean beaches and dune systems of the State,” (§ 143-215.73M) as submitted Dare County 4-Towns Beach Nourishment Project. If a project receives State funds and subsequently receives federal funds as a full reimbursement for the project, the Grantee must return any State funds that have become federally reimbursable to the Office of State Budget and Management within 90 calendar days of the costs becoming federally reimbursable.

The Department of Environmental Quality, Division of Water Resources will be contacting you concerning the grant contract and the administrative requirements for the reimbursement of work completed. Again, we thank you for the application and please contact Kevin Hart at Kevin.Hart@ncdenr.gov if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Hart".

Kevin Hart
Coastal Infrastructure Program Manager

CC: Richard Rogers, NC Division of Water Resources



North Carolina Department of Environmental Quality | Division of Water Resources
512 N. Salisbury Street | Raleigh, North Carolina 27699-1617
919-707-9000



Budget Amendment - CSDM Grant Southern Hatteras Sand Search

Description

Dare County received \$250,000 via the Coastal Storm Damage Mitigation Fund to identify borrow areas for future beach nourishment projects near Buxton. This grant requires equal cost share.

Board Action Requested

Approve Budget Amendment

Item Presenter

Barton Grover, Grants & Waterways Administrator

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024-2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					

Revenues:

NCDEQ-DWR Grant (HI Sand)	223025	427013	60358	\$250,000
Appr Fund Bal-HI Offshore Sand	223090	499900	60358	\$250,000

Expenditures:

S. Hatteras Isl Offshore Sand	224580	537645	60358	\$500,000
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Explanation:

Coastal Storm Damage Mitigation grant for sand search near Buxton.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
RICHARD E. ROGERS, JR.
Deputy



Barton Grover
Dare County Grants and Waterways Administrator
P.O. Box 1000
Manteo, NC 27954

Dear Mr. Grover:

The Division of Water Resources (DWR) of the North Carolina Department of Environmental Quality (NCDEQ) is pleased to announce that \$250,000 in financial assistance for the Southern Hatteras Island Offshore Sand Assessment Study has been tentatively approved by the State of North Carolina. The award is pending the successful execution of a grant contract between the State and your municipality.

These funds are to be “used for costs associated with beach nourishment, artificial dunes, and other projects to mitigate or remediate coastal storm damage to the ocean beaches and dune systems of the State,” (§ 143-215.73M) as submitted for the Southern Hatteras Island Offshore Sand Assessment Project. If a project receives State funds and subsequently receives federal funds as a full reimbursement for the project, the Grantee must return any State funds that have become federally reimbursable to the Office of State Budget and Management within 90 calendar days of the costs becoming federally reimbursable.

The Department of Environmental Quality, Division of Water Resources will be contacting you concerning the grant contract and the administrative requirements for the reimbursement of work completed. Again, we thank you for the application and please contact Kevin Hart at Kevin.Hart@ncdenr.gov if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Hart".

Kevin Hart
Coastal Infrastructure Program Manager

CC: Richard Rogers, NC Division of Water Resources



North Carolina Department of Environmental Quality | Division of Water Resources
512 N. Salisbury Street | Raleigh, North Carolina 27699-1617
919-707-9000



**Resolution to Sponsor the
Rodanthe Emergency Ferry Channel Dredging Project**

WHEREAS, Dare County desires to sponsor the Rodanthe Emergency Ferry Channel Dredging Project to fund dredging and provide adequate depth for NCDOT ferries to access the emergency ferry docks.

THEREFORE, BE IT RESOLVED THAT:

- 1) Dare County requests the State of North Carolina provide financial assistance to Dare County for the Rodanthe Emergency Ferry Channel Dredging Project in the amount of \$105,000 or 75% of project cost, whichever is the lesser amount;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 5th day of August, 2024.

Robert Woodard, Sr., Chairman

Attest:

Skyler Foley, Clerk to the Board



Resolution & Budget Amendment - Rodanthe Emergency Ferry Channel Grant Application

Description

The NC DOT Ferry Division stated in July that their ferries could not access the emergency ferry docks in Rodanthe. The U.S. Army Corps of Engineers is investigating methods to have this federal channel dredged before peak hurricane season via Corps dredge or Corps contracted pipeline dredge, but may be unable to dredge until a post-storm emergency declaration or during winter months.

Dare County is seeking to obtain environmental permits to dredge the channel to provide access to the ferries. Approximately 600 cubic yards of material needs to be dredged from a 700ft section of the channel. To receive 75% cost share from the State, a Shallow Draft Navigation Grant Application and Resolution must be submitted. Proposed budget includes contingencies.

Board Action Requested

Adopt Resolution and Approve Budget Amendment

Item Presenter

Barton Grover, Grants & Waterways Administrator

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024-2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					

Revenues:

NCDEQ Emer Ferry Channel	253571	427013	00792	\$105,000	
Appr Fund Balance	253571	499900		\$35,000	

Expenditures:

Rodanthe Emer Ferry Channel	254571	559913	00792	\$140,000	
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Explanation:

Dredging of Emergency Ferry Channel in Rodanthe

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



DHHS Public Health Division - Public Health Services Grant-Year II

Description

The Public Health division has received year II of a two year grant from the NC Division of Public Health. The purpose of this grant is to enhance the ability to deliver essential public health services to address specific health needs. The funds will be used to support the behavior health program by contracting with a psychiatrist to work one day a week to support the licensed mental health professionals and contracting with a licensed clinical social worker to provide mental health/behavioral health evaluations, assessments and counseling as requested by DCDHHS for Dare County school students. Funds will also be used to support our maternal health, adult health and child health programs.

Board Action Requested

Approve Budget Amendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024-2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department: Health & Human Services-Public Health					
<u>Revenues:</u>					
State/Federal-Public Health Services	103027	424209	41100	\$50,000	
<u>Expenses:</u>					
Professional Services	104600	510900	41100	\$50,000	

Explanation:

Public Health Services Grant Yr 2 of 2. Funds to support for behavior health, adult health, maternal health and child health programs.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____

Division of Public Health

Agreement Addendum

FY 24-25

Dare County Department of Health and Human Services

 Local Health Department Legal Name

121 ARPA TSP Public Health Services

 Activity Number and Description

06/01/2024 – 05/31/2025

 Service Period

07/01/2024 – 06/30/2025

 Payment Period

Original Agreement Addendum
 Agreement Addendum Revision # _____

Local and Community Support /
 Local Technical Assistance and Training

 DPH Section / Branch Name

Susan H. Little, 919-215-4471
 susan.little@dhhs.nc.gov

DPH Program Contact
 (name, phone number, and email)

 DPH Program Signature
 (only required for a negotiable Agreement Addendum)

 Date

I. Background:

This funding, provided through budget receipts transferred from the ARPA Temporary Savings fund and made available through the NCGA 2023 Appropriations Act, HB 259, provides a \$50,000 grant in each year of the 2023-2025 fiscal biennium to each local health department to support activities authorized under the General Aid-to-Counties Agreement Addendum including the delivery of the 10 Essential Public Health Services per GS § 130A-1.1¹, the core functions of public health (Assessment, Policy Development, Assurance), and the specific health needs or health status indicators selected by each local health department.

Per HB 259, Section 4.7.(1), "The funds appropriated from the State Fiscal Recovery Fund in this act and in prior enactments of the General Assembly shall not revert at the end of each fiscal year of the 2023-2025 fiscal biennium but shall remain available to expend and appropriate until the date set by applicable federal law or guidance."

II. Purpose:

This Agreement Addendum for Activity 121 further enhances the ability of local health departments to deliver the essential services and core functions of public health to address the specific health needs or health status indicators selected by the local health department.

¹ https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_130A/Article_1.pdf

 Health Director Signature (use blue ink or verifiable digital signature) 7/17/24 Date

LHD to complete: <small>(For DPH to contact in case following information is needed.)</small>	LHD program contact name: <u>Debbie Dutton</u>	Phone and email address: <u>252.475.9366 debbie.dutton@darenc.gov</u>	
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The North Carolina General Statute § 130A-1.1(b) states: a local health department shall ensure that the following **10 Essential Public Health Services** are available and accessible to the population in each county served by the local health department:

Assessment

1. Monitor health status to identify community health problems.
2. Diagnose and investigate health problems and health hazards in the community.

Policy Development

3. Inform, educate, and empower people about health issues.
4. Mobilize community partnerships to identify and solve health problems.
5. Develop policies and plans that support individual and community health efforts.

Assurance

6. Enforce laws and regulations that protect health and ensure safety.
7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.
8. Assure a competent public health and personal health care workforce.
9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services.
10. Research for new insights and innovative solutions to health problems.

III. Scope of Work and Deliverables:

These funds may be used for any public health program or purpose, any locally identified need or current health status indicator, and to support the delivery of the core functions of public health and 10 Essential Public Health Services. The Local Health Department must report at the end of the fiscal year how the funds were spent related to the 10 Essential Public Health Services and core public health functions to address priority health needs or health status indicators selected by each local health department. Use of these funds may NOT supplant current state, federal or local funding.

To qualify for these funds, the Local Health Department must have a Permanent or Interim Health Director per NC GS § 130A-40. In addition, if that Health Director has never served in that role in North Carolina previously, that Health Director must participate in the *Orientation for New Local Health Directors* coordinated by the North Carolina Association of Local Health Directors. Additionally, the Local Health Department must be currently accredited by the North Carolina Local Health Department Accreditation Board.

IV. Performance Measures / Reporting Requirements:

1. Performance Measures

- a. **Measure #1:** The LHD shall invest this funding in specific health needs or health indicators including but not limited to the 10 Essential Public Health Services or core public health functions.
- b. **Measure #2:** The LHD shall identify the specific health needs or health status indicators selected for prioritization under this funding.
- c. **Measure #3:** The LHD shall identify the impact funding will have/had on the identified health needs or health status indicators selected for prioritization.

2. Reporting Requirements

By July 24, 2025, the LHD shall complete the following reports via the Smartsheet dashboard.²

² <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>

- a. **Expenditures by Type Report:** LHD will provide funding expenditures by type for the annual reporting period.
 1. Personnel (Salaries, Fringe, Benefits, etc. Do not include contracted staff)
 2. Training and Education
 3. Travel and Mileage
 4. Medical Supplies
 5. Office/Administrative Supplies
 6. Contracted Services (included contracted staff)
 7. Other administrative costs (specify)
 8. Other (specify)

- b. **Prioritized Health Needs or Indicators and Statement of Impact Reports:** LHD will select one or more of the following health needs or indicators prioritized for the annual reporting period:
 1. Environmental Health
 2. Communicable Disease
 3. Maternal Health
 4. Child Health
 5. Chronic Disease
 6. Injury Prevention
 7. Access to or Linkage to Care
 8. Mental Health
 9. Behavioral Health
 10. Other health needs or indicators

Statement of Impact: LHD will provide a statement that demonstrates what impact these funds had on prioritized health needs or indicators.

V. Performance Monitoring and Quality Assurance:

The LTAT Branch will monitor performance by reviewing the annual Expenditures by Type Report, the Prioritized Health Needs or Indicators and Statement of Impact Reports. These financial and performance reports are provided by the LHD via the Smartsheet dashboard.

If the LHD seeks assistance in clarifying any part of this Agreement Addendum's requirements, LTAT Branch staff shall provide technical assistance upon request. If additional information is required, a phone conference will be conducted.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

- b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. The Local Health Department is not required to seek prior approval to use the funds. The funds shall be used for the delivery of the 10 Essential Public Health Services per GS § 130A-1.1.³, the core functions of public health (Assessment, Policy Development, Assurance), or the specific health needs or health status indicators selected by each Local Health Department.

³ https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_130A/Article_1.pdf

DPH-Aid-To-Counties

For Fiscal Year: 24/25

Budgetary Estimate Number : 0

Activity 121	AA	131204 2BTS190 2000400000	Total Allocated	Proposed Total	New Total
Service Period		06/01-05/31			
Payment Period		07/01-06/30			
01 Alamance	* 0	50,000	\$0.00	50,000	50,000
D1 Albemarle	* 0	100,000	\$0.00	100,000	100,000
02 Alexander	* 0	100,000	\$0.00	100,000	100,000
04 Anson	* 0	97,861	\$0.00	97,861	97,861
D2 Appalachian	* 0	100,000	\$0.00	100,000	100,000
07 Beaufort	* 0	100,000	\$0.00	100,000	100,000
09 Bladen	* 0	100,000	\$0.00	100,000	100,000
10 Brunswick	* 0	79,133	\$0.00	79,133	79,133
11 Buncombe	* 0	100,000	\$0.00	100,000	100,000
12 Burke	* 0	50,000	\$0.00	50,000	50,000
13 Cabarrus	* 0	100,000	\$0.00	100,000	100,000
14 Caldwell	* 0	100,000	\$0.00	100,000	100,000
16 Carteret	* 0	50,000	\$0.00	50,000	50,000
17 Caswell	* 0	100,000	\$0.00	100,000	100,000
18 Catawba	* 0	82,804	\$0.00	82,804	82,804
19 Chatham	* 0	100,000	\$0.00	100,000	100,000
20 Cherokee	* 0	50,000	\$0.00	50,000	50,000
22 Clay	* 0	89,553	\$0.00	89,553	89,553
23 Cleveland	* 0	65,490	\$0.00	65,490	65,490
24 Columbus	* 0	100,000	\$0.00	100,000	100,000
25 Craven	* 0	100,000	\$0.00	100,000	100,000
26 Cumberland	* 0	100,000	\$0.00	100,000	100,000
28 Dare	* 0	100,000	\$0.00	100,000	100,000
29 Davidson	* 0	100,000	\$0.00	100,000	100,000
30 Davie	* 0	50,000	\$0.00	50,000	50,000
31 Duplin	* 0	100,000	\$0.00	100,000	100,000
32 Durham	* 0	100,000	\$0.00	100,000	100,000
33 Edgecombe	* 0	88,507	\$0.00	88,507	88,507
D7 Foothills	* 0	51,309	\$0.00	51,309	51,309
34 Forsyth	* 0	50,000	\$0.00	50,000	50,000
35 Franklin	* 0	100,000	\$0.00	100,000	100,000
36 Gaston	* 0	100,000	\$0.00	100,000	100,000
38 Graham	* 0	50,000	\$0.00	50,000	50,000
D3 Gran-Vance	* 0	50,000	\$0.00	50,000	50,000
40 Greene	* 0	100,000	\$0.00	100,000	100,000
41 Guilford	* 0	59,852	\$0.00	59,852	59,852
42 Halifax	* 0	50,000	\$0.00	50,000	50,000
43 Harnett	* 0	100,000	\$0.00	100,000	100,000
44 Haywood	* 0	71,188	\$0.00	71,188	71,188
45 Henderson	* 0	100,000	\$0.00	100,000	100,000
47 Hoke	* 0	78,547	\$0.00	78,547	78,547
48 Hyde	* 0	100,000	\$0.00	100,000	100,000
49 Iredell	* 0	100,000	\$0.00	100,000	100,000
50 Jackson	* 0	50,000	\$0.00	50,000	50,000
51 Johnston	* 0	100,000	\$0.00	100,000	100,000
52 Jones	* 0	50,000	\$0.00	50,000	50,000
53 Lee	* 0	71,607	\$0.00	71,607	71,607
54 Lenoir	* 0	100,000	\$0.00	100,000	100,000
55 Lincoln	* 0	100,000	\$0.00	100,000	100,000
56 Macon	* 0	100,000	\$0.00	100,000	100,000
57 Madison	* 0	55,352	\$0.00	55,352	55,352
D4 M-T-W	* 0	50,000	\$0.00	50,000	50,000
60 Mecklenburg	* 0	50,000	\$0.00	50,000	50,000
62 Montgomery	* 0	100,000	\$0.00	100,000	100,000
63 Moore	* 0	50,000	\$0.00	50,000	50,000
64 Nash	* 0	100,000	\$0.00	100,000	100,000
65 New Hanover	* 0	50,000	\$0.00	50,000	50,000
66 Northampton	* 0	100,000	\$0.00	100,000	100,000
67 Onslow	* 0	100,000	\$0.00	100,000	100,000
68 Orange	* 0	100,000	\$0.00	100,000	100,000
69 Pamlico	* 0	77,127	\$0.00	77,127	77,127
71 Pender	* 0	100,000	\$0.00	100,000	100,000

73 Person	* 0	100,000	\$0.00	100,000	100,000
74 Pitt	* 0	100,000	\$0.00	100,000	100,000
75 Polk	* 0	98,607	\$0.00	98,607	98,607
76 Randolph	* 0	100,000	\$0.00	100,000	100,000
77 Richmond	* 0	86,117	\$0.00	86,117	86,117
78 Robeson	* 0	91,327	\$0.00	91,327	91,327
79 Rockingham	* 0	55,593	\$0.00	55,593	55,593
80 Rowan	* 0	100,000	\$0.00	100,000	100,000
82 Sampson	* 0	84,537	\$0.00	84,537	84,537
83 Scotland	* 0	100,000	\$0.00	100,000	100,000
84 Stanly	* 0	50,000	\$0.00	50,000	50,000
85 Stokes	* 0	56,250	\$0.00	56,250	56,250
86 Surry	* 0	50,000	\$0.00	50,000	50,000
87 Swain	* 0	58,403	\$0.00	58,403	58,403
D6 Toe River	* 0	50,000	\$0.00	50,000	50,000
88 Transylvania	* 0	100,000	\$0.00	100,000	100,000
90 Union	* 0	100,000	\$0.00	100,000	100,000
92 Wake	* 0	100,000	\$0.00	100,000	100,000
93 Warren	* 0	62,435	\$0.00	62,435	62,435
96 Wayne	* 0	88,694	\$0.00	88,694	88,694
97 Wilkes	* 0	50,000	\$0.00	50,000	50,000
98 Wilson	* 0	100,000	\$0.00	100,000	100,000
99 Yadkin	* 0	100,000	\$0.00	100,000	100,000
00 Yancey	* 0	50,000	\$0.00	50,000	50,000
Totals		7,050,293	0	7,050,293	7,050,293

Sign and Date - Program Administrator Dr. Susan H. Little 06/27/24 | 3:07 PM EDT	Sign and Date - DPH Budget Office mmaunders 06/27/24 | 3:16 PM EDT
Sign and Date - DPH Budget Office - ATC Coordinator Susan Little 6/27/2024	Sign and Date - DPH Budget Office S. Little 7/8/2024

SH 7/8/2024



***DHHS Social Services Division - Northwoods Consulting Partners Software as a Service Agreement (SaaS)
Three Year Agreement***

Description

Social Services is requesting to renew the three-year SaaS Agreement with Northwoods.

Board Action Requested

Approve 3-year Agreement

Item Presenter

n/a



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (hereinafter referred to as “Agreement” or “SaaS Agreement”) is made and entered when fully executed by signatures of both parties (“Effective Date”) by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5200 Rings Road, Dublin, Ohio 43017, USA, (hereinafter referred to as “Northwoods”), and Dare County Department of Social Services (hereinafter referred to as “You” “Your” or “User”).

- 1) Definitions. As used in this Agreement, the following definitions apply to capitalized terms:
 - a) “Aggregate/Anonymous Data” means: (i) data generated by aggregating Your Data with other data so that the results are non-personally identifiable with respect to You or your customers; and (ii) anonymous learning, logs, and data regarding the use of the Services.
 - b) “Application” means the application program Traverse, with the functionality described in the Documentation, including modifications, revisions, upgrades, updates, and enhancements, if any.
 - c) “Charges” means the amounts to be paid by You for the right to use any of the applicable Application, Software, Services and/or hardware or other Third-Party Products under the terms of this Agreement. The payment schedule for these Charges is defined in Schedule A1.
 - d) “Documentation” means Northwoods’ and any Third-Party electronic user guides, documentation, and help and training materials, as updated from time to time.
 - e) “Monthly Active User” or “MAU” means the number of individuals (up to 25) who are authorized by Northwoods to access and login to the Application at least once in a calendar month based upon the terms of the particular subscription plan or pricing tier paid to Northwoods.
 - f) “Northwoods Software” means the Application, as well as any other proprietary, Northwoods-branded, computer programs, in object code form, and their associated documentation.
 - g) “Service Level Agreement” or “SLA” defines the terms under which the Software will be available to You, as defined in Schedule C1.
 - h) “Services” means the professional services that are ordered by and paid by You.
 - i) “Software” means collectively the Application, Northwoods Software, and any Third-Party Products.
 - j) “Subscription Date” means August 15, 2024.
 - k) “Support Services” means the support services to be provided by Northwoods in accordance with Attachment C.
 - l) “Third Party Products” means any product or software program acquired by Northwoods from an outside vendor on Your behalf under the terms of this Agreement.
 - m) “Your Data” means electronic data and information submitted by You or for You to the Services or collected and processed by or for You using the Services.
 - n) “Your Database” means a collection of data records that are maintained as a single logical area that is used, accessed, or acted upon by You.
- 2) Northwoods’ Responsibilities. Northwoods will (i) make the Software available to You pursuant to this Agreement; (ii) and provide our Support Services to You, as described more fully in Attachment C.
- 3) Term.
 - a) This Agreement commences on the Subscription Date and continues until all User Subscriptions granted in accordance with this Agreement have expired or have been terminated.
 - b) *User Subscriptions*. User subscriptions commence on the Subscription Date specified and continue for a period of three (3) years (“Initial Term”).



- 4) Charges and Payment Terms.
- a) You agree to pay Northwoods the Charges at the times and in the amounts set forth in Schedule A1.
 - b) Invoices are payable net thirty (30) days after receipt of invoice. Failure to remit timely payment of any invoice may result in Northwoods ceasing work on the initial implementation and/or ceasing to provide the Software, or Services.
 - c) Any delay in any project (initial implementation or additional projects) that is the direct result of Your failure to comply with the terms of this Agreement, any Amendments and any of its Attachments or Schedules will result in Northwoods ceasing work and will require You to reimburse Northwoods' actual costs incurred as a result of said delay and/or losses flowing from the delay.
- 5) Usage Limits and Compensation.
- a) Generally.
 - i) Usage of the Application is monitored on a continuous basis. Northwoods will determine excessive usage based upon average monthly usage during a look back period of 12 months from the date of invoice for the annual subscription fee. Northwoods reserves the right to increase fees for prospective years if the usage exceeds the contracted amount of MAUs.
 - b) Year One Usage
 - (1) The annual subscription fee for year two will remain the same as defined in Schedule A1 unless usage in any month of the first year of the Initial Term exceeds 110% of the allowable MAUs.
 - c) You may not reduce the committed number of MAUs during the Subscription Term. You are not entitled to any refund of fees paid or relief from fees due if the number of MAUs is actually less than the volume ordered.
- 6) Taxes. Fees are exclusive of taxes, and You will promptly pay or reimburse Northwoods for all taxes arising out of this Agreement, whether or not Northwoods provided prior notice of, or invoiced, any such taxes to You. For purposes of this Agreement, "taxes" means any sales, use, and other taxes (other than taxes on Northwoods' income), export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority. If You are required to pay or withhold any tax in respect of any payments due to Northwoods hereunder, You will gross up payments actually made such that Northwoods receives sums due hereunder in full and free of any deduction for any such tax. If You are legally entitled to an exemption from the payment of any taxes, You will promptly provide Northwoods with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption.
- 7) You acknowledge and understand that the output of the Application is not intended to replace human discretion, decision-making or research, but is to be used as a guidance tool only.
- 8) Ownership.
- a) Your Data shall be considered confidential information and remains Your sole and exclusive property. Notwithstanding the foregoing, and subject to Section 11 below, You grant Northwoods a limited, revocable, royalty-free license to use Your Data only for the purpose of providing and continually improving and refining the Application. The license grant includes a license to store, transmit, maintain, and display Your Data only to the extent necessary to provide the Application to You.
 - b) *Customizations.* Any customization of Northwoods Software specifically for You or at Your request is owned by You, with all rights, title, and interest to such customization being assigned to You. For such customizations, You grant Northwoods a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute such customization(s) for its own business purposes and for use with other customers.
 - c) *Aggregate/Anonymous Data.* You agree that Northwoods will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the Parties agree that



Northwoods may use Aggregate/Anonymous Data for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Northwoods' products and services and to create and distribute reports and other materials). Northwoods will not distribute Aggregate/Anonymous Data in a manner that personally identifies You or your customers.

- d) **Feedback.** If You elect to provide any feedback, suggestions, comments, improvements, ideas, or other information to Northwoods regarding the Northwoods Software ("Feedback"), you acknowledge that the Feedback is not confidential, and you authorize Northwoods to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to Northwoods a nonexclusive, royalty-free, fully paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose.
- 9) **Privacy.** You are aware and agree that Northwoods may, as part of the normal operation and support of the Northwoods Software, collect information related to the use of the Northwoods Software, through tracking and other technologies. Northwoods does so to gather usage statistics and information about the effectiveness of our products for the purpose of improving user experience.
- 10) **Publicity.** You authorize Northwoods to identify You as a client, and to use Your name and logo in any of Northwoods' mutually agreed to advertising copy, promotional material, and/or press releases.
- 11) **Termination.**
 - a) If either Party is in default of any of its material obligations hereunder and has not commenced cure within ten (10) days and effected cure within thirty (30) days of receipt of written notice of default from the other Party, then this Agreement may be terminated.
 - b) In the event of termination, You shall be responsible for payment for all outstanding Charges and any Services rendered by Northwoods through the date of termination.
 - c) Upon termination of this Agreement for any reason, You shall immediately (i) discontinue any and all use of the Software and Documentation; and (ii) either (A) return the Documentation to Northwoods, or (B) with the prior permission of Northwoods, destroy the Documentation and certify in writing to Northwoods that You have completed such destruction. Further, upon termination of this Agreement, Northwoods may immediately deactivate Your account.
 - d) Upon request, within thirty (30) days of the date of termination of this Agreement by either Party, Northwoods will make Your Data available to You. After the thirty (30) day period, Northwoods will have no obligation to maintain or provide Your Data and will thereafter delete or destroy all copies of Your Data in Northwoods' possession or control, unless legally prohibited.
- 12) **Warranties.**
 - a) Each party represents and warrants that it has the legal power to enter into this Agreement. Northwoods warrants: (i) the Software will substantially conform in all material respects with the applicable Documentation; (ii) Northwoods further represents and warrants that it has all rights required to provide the Software to You and that to the best of Northwoods' knowledge the Software does not infringe upon or violate the United States patent rights of any third party or the copyright or trade secret right of any third party; and (iii) the functionality of the Software will not be decreased from that available as of the Effective Date.
 - b) If any modifications, additions, or alterations of any kind or nature are made to the Software by You or anyone acting with Your consent or under Your direction, all warranties will immediately terminate.
 - c) NORTHWOODS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WHETHER IN RELATION TO THE SOFTWARE, HARDWARE, OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.



- 13) Limitation of Liability. Except as provided in paragraph 14, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. In no event shall either Party be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever arising out of or in any way related to the Software or Services even if Northwoods has been advised of the possibility of such damages.
- 14) Indemnification.
- a) *Cyber/Security Breach Indemnification.* In the event of any claim by a third party against You (the "Cyber Claim"), alleging that You and/or Northwoods caused a breach of the security, confidentiality, or integrity of Your Data, You will notify Northwoods of the Cyber Claim in writing within five (5) business days of the receipt of the Cyber Claim and tender sole control of the Cyber Claim to Northwoods and/or its insurer(s) and Northwoods will defend such Cyber Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such Cyber Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such a breach is found, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You to the extent that the Cyber Claim is based upon the sole negligence or willful misconduct of You. If You and Northwoods are both at fault in connection with the data breach, Northwoods' obligation to defend and indemnify shall be limited and proportional to the parties' relative fault.
- b) *IP Indemnification.* In the event of any claim by a third party against You (the "IP Claim"), alleging that the use of the Northwoods Software infringes upon any intellectual property rights of such third party, You will notify Northwoods and/or its insurer(s) of the IP Claim in writing within five (5) business days of the receipt of the IP Claim and tender sole control of the IP Claim to Northwoods and/or its insurer(s) and Northwoods will defend such IP Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such IP Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such an infringement is found and Northwoods cannot either procure the right to continued use of the Northwoods Software or replace or modify the Northwoods Software with a non-infringing program, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You with respect to any IP Claim, to the extent that the IP Claim is based upon (i) the negligence or willful misconduct of You; (ii) the use of the Northwoods Software in combination with other products or services not made or furnished by Northwoods, provided that the Northwoods Software alone is not the cause of such IP Claim; or (iii) the modification of the Northwoods Software or any portion thereof by anyone other than Northwoods, provided that the Northwoods Software in unmodified form is not the cause of such IP Claim.
- 15) Confidentiality.
- a) Each party (including its employees and agents) will use the same standard of care, but in no event less than reasonable care, that it uses to protect any confidential information of the other party that is disclosed during negotiation or performance of this Agreement.



- b) You will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to Northwoods and/or the owner of the Third-Party Products. This includes but is not limited to:
 - (i) instructing Your employees that have access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; and (ii) maintaining proper control of passwords and security procedures to prevent unauthorized access to Your Database.

- 16) Notices. All official notifications, including but not limited to, termination of this Agreement must be sent to the other Party's authorized representative as indicated in the signature line. All notices required under this Agreement will be in writing and deemed delivered upon: (1) personal delivery; (2) three (3) days subject to being posted with the U.S. registered or certified mail, return receipt requested; or (3) two (2) days after deposit with a commercial express air courier specifying next day delivery, with verification of receipt.

- 17) Breach Notification and Associated Costs. Where a breach or unauthorized release, as defined in NCGS 75-65 or in any other state or federal regulation, is attributed to Northwoods, Northwoods shall pay for or promptly reimburse Dare County for the full cost of the notifications, including any associated legal fees, either through the third party's cyber liability insurance provider or through their own entity funds.

- 18) Certificate of Insurance Requirement. Northwoods shall maintain cyber liability in the minimum amount of \$1,000,000 per occurrence, including third-party coverage for incidents or associated impacts caused directly or indirectly by said vendor.

- 19) Neither Party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other Party hereto. Any such assignment without the prior written consent of the other Party hereto shall be void.

- 20) This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and permitted assigns.

- 21) This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.

- 22) This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit, or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction in Franklin County, Ohio.

- 23) If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 24) Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.



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- 25) If by reason of force majeure either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.
 - 26) Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
 - 27) This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. This Agreement may also be executed electronically. Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.
 - 28) This Agreement sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof.



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, as of the date first above written.

NORTHWOODS CONSULTING PARTNERS, INC.

Dare County Department of Social Services

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



SCHEDULE A1

Payment Terms

DESCRIPTION	AMOUNT DUE
Traverse Subscription*	
Year 1 – Due on or before anniversary of Subscription Date	\$44,000.00
Year 2 – Due on or before anniversary of Subscription Date	\$45,320.00
Year 3 – Due on or before anniversary of Subscription Date	\$46,680.00

* Subscription for up to 25 Monthly Active users for Traverse EDMS, Forms & Case Discovery



ATTACHMENT B

Terms of Service

1) **USAGE GRANT:**

- a) Northwoods grants to You, for the Subscription Term, a non-exclusive, non-assignable (except as herein provided), non-transferable, right to access and use, and permit its Users to access and use, the Northwoods Software, in accordance with the Documentation, subject to the specified number of MAUs and solely for use by You in Your ordinary course of business, and only for capturing, storing, processing and accessing Your Data. You shall not make any use of the Northwoods Software in any manner not expressly permitted in this Attachment B.
- b) You acknowledge and understand that the Northwoods Software is available for use only during the term of this Agreement (as defined in the Software as a Service Agreement).
- c) You agree: (1) not to remove any Northwoods' notices in the Northwoods Software or Documentation; (2) not to sell, transfer, rent, distribute, make available, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Northwoods Software or Documentation; (4) attempt to gain unauthorized access to the Software or its related systems or networks; (5) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Northwoods Software; and (6) not to prepare derivative works from the Northwoods Software or Documentation.
- d) You may not assign, transfer or sublicense all or part of Your rights without the prior written consent of Northwoods; provided that Northwoods agrees that such consent shall not be unreasonably withheld in the case of any assignment by You of Your rights in their entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Your assets that assumes in writing all of Your obligations and duties under this Attachment B.
- e) The Northwoods Software may be bundled with software owned by third parties. Such third party software is available for use solely within the Northwoods' Software and is not to be used on a stand-alone basis. Notwithstanding the above, You acknowledge that the Northwoods Software may include open-source software governed by an open-source license, in which case the open-source license may grant you additional rights to such open-source software.

2) **OWNERSHIP:**

- a) Notwithstanding the ownership of any customization made to the Northwoods Software for User or at User's request, Northwoods and its licensors retain all right, title, and interest in and to the Northwoods Software and related documentation and materials, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Northwoods Software. The Northwoods Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Northwoods Software are transferred to You. You agree that nothing in this Agreement or associated documents gives You any right, title or interest in the Northwoods Software, except for the limited express rights granted herein.
- b) You (i) are responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (ii) Your use of Your Data with the Software; and (iii) must use commercially reasonable efforts to prevent unauthorized access to or use of the Northwoods Software and notify Northwoods promptly of any such unauthorized access or use.



3) **CUSTOMER RESPONSIBILITIES:**

- a) In order to use the Northwoods Software, You must have or must obtain access to the internet, either directly or through devices that access Web-based Content. You must also provide all equipment necessary to make (and maintain) such connection to the internet.
- b) You agree to provide at least one (1) "System Administrator" responsible for the administration, supervision and management of the Software.
- c) You will provide and assign a unique password and usernames to each authorized user. You acknowledge and agree that You are prohibited from sharing passwords and or usernames with unauthorized users. You will be responsible for the confidentiality and use of Your (including Your employees') passwords and usernames. You agree to notify Northwoods if You become aware of any loss or theft or unauthorized use of any of Your passwords, usernames, and/or account number.



ATTACHMENT C
Ongoing Support

SUPPORT CENTER ACCESS

Ongoing support services are provided via Northwoods Support Center and generally will be available during the hours of 7:00 a.m. to 5:00 p.m., in the applicable time zone for the User, Monday through Friday, excluding Northwoods’ holidays, or as otherwise provided by Northwoods to its end users in the normal course of its business, either by telephone or Northwoods Customer Portal, in accordance with the severity levels described below.

ESCALATION / SEVERITY LEVELS

Issues will be generally categorized and managed according to an assigned severity level, as follows:

Severity Level	Description and Examples
Level 1 – High	Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available
Level 2 – Medium	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable
Level 3 – Low	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable

For Severity Level 1 issues, Users must call the Support Center.

For Severity Levels 2 and 3, Users should submit cases over the Web via the Northwoods Customer Portal.

Upon case submission, Users will be asked to provide their organization name, contact information and case details, and each case will be assigned a unique case number. A Northwoods Representative will use commercially reasonable efforts to call or e-mail the User within one (1) business day and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in Northwoods’ reasonable determination. Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis.

TELEPHONE SUPPORT

The Telephone Support phone number is 833-323-2637.

SUBMITTING A CASE

Users may log a case as follows:



1. For Severity Levels 2 and 3 issues, use the Northwoods Customer Portal at <https://portal.teamnorthwoods.com> to click the “New Case” button and provide the requested information.
2. For Severity Level 1 issues, Users must call the Support Center.

REPRODUCING ERRORS

Northwoods must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Northwoods to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to provide remote access to their account and/or desktop system for troubleshooting purposes.

EXCLUSIONS

Ongoing Support does not include any of the following:

- Assistance with password resets. Users should click the “Don’t remember your password?” link on the login page or contact their system administrator;
- Assistance with username(s). Users should contact their system administrator;
- Assistance with lockouts due to incorrect login attempts. Users should contact their system administrator to unlock the account, or wait for the lockout period to expire;
- Assistance in developing User-specific customizations;
- Assistance with non-Northwoods products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems; or
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers.

Northwoods is also not responsible for providing, nor obligated to provide, support services under this Agreement if User requested integration services and changes are made to the source data subsequent to Northwoods performing the integration services. This includes, but is not limited to, (i) making changes to the format of the source data; (ii) changing, removing, or introducing new APIs; (iii) changing, removing, or introducing an enterprise service bus; and (iv) changing, removing, or introducing direct database access. Any request by User for Northwoods to support such an instance is available at the sole discretion of Northwoods and Northwoods reserves the right to bill for any such request on a time and materials basis at Northwoods’ then-current rates.

DOCUMENTATION AND VIDEOS

Where applicable, all pertinent product documentation is available through the application’s help feature and/or Northwoods Customer Portal. Fully searchable and regularly updated, product documentation and videos provide customers with specifics around product features, functionality, configurable settings, and product updates.



SCHEDULE C1
Service Level Agreement

Service Commitment

This Service Level Agreement (SLA) applies to You because you have contracted for web-based software and/or infrastructure hosting services (“Hosting Services”).

Northwoods will use commercially reasonable efforts to make its Hosting Services available with a monthly System Availability Percentage (defined below) of at least 99.9% (“Service Commitment”).

Definitions

“System Availability Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Hosting Services were Unavailable to You. System Availability Percentage measurements exclude downtime resulting directly or indirectly from any Hosting Services Exclusion (defined below).

“Scheduled Downtime” equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Northwoods will collaborate with You to determine and use commercially reasonable efforts to schedule any such downtime after regular business hours, during times that minimize the disruption to operations. The amount of Scheduled Downtime may vary from month to month depending on the level of change to the system.

“Unavailable” and “Unavailability” mean all of your running instances have no external connectivity.

Service Credits

Service credits are calculated as a percentage of the total charges paid by You annually for the Hosting Services, divided by twelve (12) to determine the credit for the month in which the Unavailability occurred.

In the event Northwoods does not meet the Service Commitment, You may be eligible to receive a 10% service credit. Northwoods will apply any such service credit only against future Hosting Services payments otherwise due from You. Service credits will not entitle You to any refund or other payment from Northwoods. Service credits may not be transferred or applied to any other account You may have with Northwoods. Unless otherwise provided, Your sole and exclusive remedy for any Unavailability, non-performance, or other failure by Northwoods to provide the Hosting Services is the receipt of a service credit in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a service credit, You must submit a claim by contacting the Northwoods Support Center. To be eligible, the credit request must be received by us by the end of the calendar month after which the incident occurred and must include:

- The words “SLA Credit Request” in the subject line;
- The dates and times of each Unavailability incident that you are claiming;
- Your request logs that document the errors and corroborate your claimed outage.

If the System Availability Percentage of such request is confirmed by Northwoods and is less than the Service Commitment, then Northwoods will issue the service credit to You and will apply such credit against your next annual invoice for Hosting Services. Your failure to provide the request and other information as required above will disqualify You from receiving a service credit.

Hosting Services Exclusions



The Service Commitment does not apply to any Unavailability, suspension, or termination of Hosting Services: (i) caused by factors outside of our reasonable control, include any force majeure event or internet access or related problems beyond the demarcation point of the hosting data center; (ii) that result from any actions or inactions of You or a third party, including failure to acknowledge a recovery volume; (iii) that result from Your equipment, software, or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (iv) that are due to any Scheduled Downtime (collectively, the “Hosting Services Exclusions”). If availability is impacted by factors others than those used in our System Availability Percentage calculation, then we may issue a service credit considering such factors at our discretion.



Board Appointments

Description

The following Boards have appointments or actions this month:

1. A.B.C. Board
2. Fessenden Center Advisory Board
3. Game & Wildlife Commission
4. Virginia S. Tillett Community Center Advisory Board

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



A.B.C. Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

August, 2024

BOARD APPOINTMENT

A.B.C. BOARD

(Three Year Term)

The A.B.C. Board retains authority to set policy and adopt rules in conformity with A.B.C. laws and Commission rules and can hire and fire local Board personnel.

Earl Shearin Jr., and Don Twyne, Jr., both have terms expiring this month and the A.B.C. Board recommends their reappointment.

Applications on file: Ben Alexander, Michael Andrews, Mark Ballog, Ervin Bateman, George Carver, Tod Clissold, Shawn Daniels, Jeffrey Dowdy, Pat Hudspeth, Chris Parker, Eddie Twyne, Jamie Wentz, John Windley, and Amber Younce.

Other Members:
See attached list

A.B.C. BOARD
(Three Year Term)

This Board manages the sale of distilled spirits by promoting excellence in customer service, fiscal responsibility, operational effectiveness and compliance with laws that govern the sale and use of alcoholic beverages in Dare County. They retain authority to set policy and adopt rules in conformity with ABC laws and Commission rules.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Bea Basnight 177 Scuppernong Road Manteo, NC 27954 252-473-3856 beabasnight@aol.com	8/25	Apptd. 7/18/22
Earl C. Shearin, Jr. 136 Cannon Trl. Manteo, NC 27954 252-216-0260 (C) / 252-475-5980 (H) Tim.shearin3@gmail.com	8/24	Apptd. 4/24 (Filled unexpired term)
Fields Scarborough, Sr.CH P.O. Box 1691 Manteo, NC 27954 252-473-0944 fscarborough1@gmail.com	8/26	Apptd. 8/14 Reapptd 8/17, 7/20, 23
Don Twyne, Jr. 116 Fort Hugar Way Manteo, NC 27954 252-473-6345 donovan.twyne@ncdenr.gov	8/24	Apptd. 3/23
Jimmy Pierce 47 Cypress Lane Southern Shores, NC 27949 252-202-2555 (H) jep108@yagoo.com	8/26	Apptd. 2/23 Reapptd 7/23

NOTES: MEETING INFO: 3rd Tuesday each month, 9:00 a.m., ABC Store in Manteo
MEMBERS COMPENSATED: Chairman \$400/mo. and members \$300/mo.

CONTACT INFO: Fields Scarborough, Sr., Chairman
Ted Toler, ABC General Manager (252-473-9492 ext. 20)

Rondall Tillett replaced David Mizelle & Aubrey Heath appointed to fill term of Leon Daniels 8/94. Carl Hayes replaced Aubrey Heath 8/98; Guy Midgett replaced Ray White 8/07.

Ray White appointed to fill unexpired term of Guy Midgett 5/08.

Bobby Owens appointed to fill unexpired term of Rondall Tillett 6/11.

Fields Scarborough, Sr. replaced Carl Hayes 8/14.

****On 8/3/15, the Dare County Board of Commissioners voted to increase the size of the ABC Board from three to five members.**

Joe Tauber and James Clark were appointed 9/8/15.

Ray White was reappointed 8/5/19.

Robert "Bobby Owens, II, Joe Tauber, and James Clark reappointed 7/21

Fields Scarborough, Sr. appointed as Chairman by Dare BOC and Bea Basnight appointed as new member to replace retiring W. Ray White 7/18/22

James Clark passed away 12/22; Jimmy Pierce apptd. to replace James Clark. Board changed term to expire August 2023 to better stagger term limits 2/23.

Don Twyne, Jr. appointed to replace Tauber 03/06/23

Fields Scarborough, Sr. and Jimmy Pierce reappointed 7/23

Earl Shearin, Jr. was appointed to fill the unexpired term of Mr. Bobby Owens 4/24

REVISED 4/24



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice A.D.C. Board
2nd Choice
3rd Choice
Name Ben Alexander
Address 2800 Seahorse Court
City/State/Zip Kitty Hawk
Email benalexander75338@gmail.com
Personal Phone 2522073879
Business Phone
Business Address
Occupation retired
Dare County Resident YES NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I have a AA from Lenoir College, a B.S. I from UNC Chapel Hill in Business Administration and a AS in fire science for Coastal Carolina Community College
Business and civic experience and skills Retire police officer Southern Shores 18 years. Retired fire Captain Kitty Hawk 20 years
Other boards, Committees, Commissions on which you presently serve Currently on the firefighters relief board Kitty Hawk fire department, Treasurer of Hags Head Church since 2017. Board member and treasurer Sandpiper cove homeowners association.

REFERENCE #1

Name Steve House
Business Fire Flight Home Services/County Commissioner
Address P.O. box 1000, Manteo NC 27954
Phone 2523089258

REFERENCE #2

Name Jeff Cruden
Business 1st District District attorney
Address 200 East Colonial Ave, elizabeth City ,NC 27909
Phone 9194279644

REFERENCE #3

Name Beaman Hines
Business BLH OBX Inc
Address 400 W. Lake drive Kill Devil hills, NC 27948
Phone 2522024892

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Ben Alexander

Date 4/13/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice A.B.C. Board

2nd Choice

3rd Choice

Name Michael Andrews

Address P O Box 12

City/State/Zip 157 OM County Rd

Email Cbxwaterman@yahoo.com

Personal Phone 2522023121

Business Phone

Business Address

Occupation Marine Surveyor / Insurance Adjustor

Dare County
Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I graduated from Manteo High School in 1993. I have attended numerous schools for training for my work along with yearly continuing education for the past 25 years.

Business and other experience and skills I grew up in the boat building industry with my first job at age 12. I began fishing out of Oregon Inlet before high school both charter and commercial fishing. I have owned several companies on the outer banks over the years. I am self employed and have been performing my current occupation for roughly 25 years with a mindset on helping the local fishermen and boatbuilders.

Other boards, Committees, Commissions on which you presently serve I am currently Master of Manteo Masonic Lodge and assist with the Dare County Boat Builders tournaments. I have coached many youth sports over the years including Manteo Middle & High School teams. I was Athletic Booster President at Manteo High School. I have performed community services with youth programs and Masonic charities.

REFERENCE #1

Name Bob Woodard

Business Dare County Commissioner

Address P.O. Box 1000, Manteo, NC 27954

Phone 2522168240

REFERENCE #2

Name Ervin Bateman
Business Dare County Commisioner
Address P.O. Box 1000, Manteo, NC 27954
Phone 2524755000

REFERENCE #3

Name Michael Glover
Business Doctor / Surgeon
Address Pirates Cove, Manteo, NC 27954
Phone 2523159376

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Michael Andrews

Date 12/11/2023



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Advisory Board or Committee interested in:

1st choice: ABC Board

2nd choice:

3rd choice:

Name: MARK BALLOG

Address: 2825 SOUTH BRIDGE LANE

City/State/Zip: NAGS HEAD, NC 27969

Email Address: markballog@aol.com

Telephone: Home: (252)573-9756 Business: (252)-2555

Resident of Dare County: YES

Occupation: RESTAURANT OWNER

Business Address: 3308 S VIRGINIA DARE TRAIL

Educational background:

Bachelor of Science degree in Marketing from Indiana University of Pennsylvania 1994.

Business and civic experience and skills:

I have worked in restaurants for the past 32 years here in Dare County. Involved with Outer Banks Restaurant association, served on the Planning board for the town of Nags Head for a 2 year term. Currently own a Lucky 12 Tavern in Nags Head since 2008.

Other Boards/Committees/Commissions on which you presently serve:

I currently serve on the Outer Banks Tourism board representing the the restaurants of Dare and Currituck County.

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	MICHAEL SIERS
Business/Occupation	OWNER HOWARD HANNAH KILL DEVIL HILLS BRANCH
Address	4636 SOUTH BLUE MARLIN WAY NAGS HEAD, NC 27969
Telephone	(252)480-3861



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name JEFFREY DOWDY
Business/Occupation CPA DOWDY & OSBORNE
Address 105 WEIR POINT DR, MANTEO NC 27954
Telephone (252)202-3324

Name JASON WAUGHTEL
Business/Occupation SENIOR VP SOUTHERN BANK
Address 105 WEIR POINT DR, MANTEO, NC 27954
Telephone (252)619-6601

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Signature of applicant:

Mark Ballog

Date: 12/27/2022



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice A.B.C. Board

2nd Choice

3rd Choice

Name Ervin Bateman

Address 4148 Poor Ridge Road

City/State/Zip Kitty Hawk, NC 27949

Email ervin.bateman@darenc.gov

Personal Phone (252)216-1526

Business Phone (252)216-1526

Business Address 954 Marshall Collins Dr.

Occupation Restaurant Owner/County Commissioner

Dare County YES

Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background High School-Elizabeth City; Vance Granthall Community College; College of the Albemarle

Business and civic experience and skills Dare County Board of Commissioners

Other boards, Committees, Commissions on which you presently serve Dare County Board of Commissioners
Tourism Bureau
Parks & Recreation Liaison
Library Board
Health & Human Services Board

REFERENCE #1

Name Bob Woodard

Business Chairman, Board of Commissioners

Address 954 Marshall Collins Dr.

Phone (252)216-8240

REFERENCE #2

Name Wally Overman
Business Vice-Chairman, Board of Commissioners
Address 954 Marshall Collins Dr.
Phone (252) 216-6042

REFERENCE #3

Name N/A
Business Dare County
Address
Phone ()

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Erica Berman

Date 12/1/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Juvenile Crime Prevention Council (JCPC)

2nd Choice ABC Dount

3rd Choice Library Board - East Albemarle Region

Name George Curver

Address PO Box 2645

City/State/Zip Manteo, NC 27954

Email donwhomes3851@gmail.com

Personal Phone (252)564-6140

Business Phone

Business Address

Occupation Executive Director/Business Owner

Dare County Resident YES

NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I completed my secondary education at Manteo High in 1988. I pursued higher education in computer science at North Carolina Central University from 1988 to 2000, and later continued my studies at Piedmont Community College. Additionally, I broadened my academic horizon by studying marine science at the College of the Albemarle. Apart from formal education, I engage in personal research on various subjects in science, economy, and

Business and civic experience and skills I possess diverse experiences in business, civic service and social justice activism. As a member of Manteo Rotary and "LOBX" Leadership OBX teams, I demonstrate a commitment to community service, leadership and personal growth. I am also a founding member and Exe. Dir of "DMC" Dare Minority Coalition. Directed the largest non-violent demonstration against police brutality to George Floyd. My passion for activism, advocacy and event coordination.

Other boards, Committees, Commissions on which you presently serve I am presently serving on multiple boards in diverse fields. As a member of Dare County Board of Transportation, I have worked towards improving transportation infrastructure and accessibility in the region. Additionally, as the Executive Dir. of "DMC" Dare Minority Coalition Inc, I lead an org. that strives to empower and uplift marginalized communities. CEO/Founder of Georges Dome Homes Inc. specializes in innovative and sustainable housing.

REFERENCE #1

Name Lavern Brooks

Business Retired " Former Utility Billing Specialist for Dare County Water Dept.
Address Manteo, NC
Phone (252)305-4598

REFERENCE #2

Name David Shufflebarger
Business Senior partner "Alexander Hass" Member of Outer Banks Community Foundation
Address Kill Devil Hill, NC
Phone (404)451-0256

REFERENCE #3

Name Al Friedman
Business Real Estate broker "Sun Realty Real Estate"
Address Nags Head, NC
Phone (410)353-3927

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.



Date 2/15/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice: A.B.C. Board

2nd Choice:

3rd Choice:

Name: Ted Clacold

Address: 221 Compton Street

City/State/Zip: Manteo

Email: ted.clacold@gmail.com

Personal Phone: 252-505-4063

Business Phone:

Business Address:

Occupation: Food Sales

Dare County Resident: YES

NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background: Attended Brainerd College and The University of North Carolina @ Charlotte

Business and civic experience and skills: Owned and Run Free Richard's Restaurant in Manteo since 1998

Other boards, Committees, Commissions on which you presently serve: Commissioner for the Town of Manteo
Friend of Elizabeth II Board Chairman 2001-2023
Friends Board Member 2024

REFERENCE #1

Name: Malcolm Fleming

Business: Real Estate

Address: 800 Sir Walter Raleigh St

Phone: 252-505-8596

REFERENCE #2

Name RV Owners

Business Real Estate

Address

Phone 252-202-4964

REFERENCE #1

Name Franks Scarborough

Business Hained ABC

Address

Phone 252-473-0944

Signature I understand this application will be kept on the above file for three years and I hereby authorize Cary County to verify all information included in this application.



Date 3/22/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice A.B.C. Board

2nd Choice

3rd Choice

Name Shawn Daniels

Address 141 Gray Squirrel

City/State/Zip Southern Shores, NC 27949

Email shawn@danielshomeport.com

Personal Phone 2526644366

Business Phone 2523618200

Business Address 5800 N. Croston Highway, Kitty Hawk NC 27949

Occupation SBO

Dare County Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I attended grade school locally, starting at Kitty Hawk Elementary and carrying on through FFMS until graduating from Manteo High School with the class of 2001. After graduation I went to work locally for a family owned small business that I now own and operate today. During the last two decades I have pursued continual learning in the form of college classes and reading of the classics.

For more info please contact me.

Business and civic experience and skills Apart from being a local small business owner, I spent a lot of time when I was younger volunteering with local political groups. I have been the chair of the Southern Shores GOP and the OBX Republican Liberty Caucus as well as other political action groups. I served a 2 year term on the Northeastern Workforce Development Board as well as other local boards and volunteer positions. I also served as an alternate delegate in the 2012 GOP Nat Con.

Other boards, Committees, Commissions on which you presently serve I am not currently participating in any local group. I look forward to returning to the fold of public service now that my business is functioning well on its own. My great grandfather started the ABC Board in Dare County long ago to keep my grandfather from drinking moonshine, or so the legend goes, and I am excited to have the opportunity to offer my services to the current board.

REFERENCE #1

Name Field: Scarborough, Sr

Business Dare CO ABC Board Chairman
Address 506 HWY 64/204 Manteo 27954
Phone 252-473-0944

REFERENCE #2

Name Thad Aulhand
Business Identify Yourself
Address 6116 N Croatan Hwy, Kitty Hawk, NC 27949
Phone 252-286-1611

REFERENCE #3

Name Evelyn Clayton
Business Shutters on the Beach / Dare Co Dairy Queen
Address 405 S Virginia Dare Trail, Kill Devil Hills, NC 27948
Phone 252-441-6561

Signature I understand this application will be kept on file active file for three years and I hereby authorized Dare County to verify all information included in this application.



Date 1/24/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice ABC Board
2nd Choice Tourism Board
3rd Choice
Name Jeffrey B Dowdy
Address 105 Weir Point Dr
City/State/Zip Manteo, NC 27954
Email dowdy@dowdyosbornecpa.com
Personal Phone (252)202-3324
Business Phone (252)449-4404
Business Address P O Box 9 Nags Head NC 27959
Occupation Accountant/CPA
Dare County Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I have a Bachelor of Business Administration in Accounting from Campbell University. And I Have had been a Certified Public Accountant since 1990.

Business and civic experience and skills I have owned my own Accounting/Advisory business here on the Outer Banks for over 32 years. In this business I help local businesses with budgeting/cost controls, expansion and management decisions and Tax planning. I have also served as a past board member of the Outer Banks Chamber of Commerce (Treasurer) .

Other boards, Committees, Commissions on which you presently serve I do not current serve on any Town or County Boards or Committees.
I do current serve on the Nonprofit Board The Dare County Boat Builders Foundation

REFERENCE #1

Name Myra Ladd-Bone
Business Realtor / Past owner of Atlantic Realty
Address 3053 Creek Road Kitty Hawk NC 27949
Phone (252)202-5689

REFERENCE #2

Name Teresa Osborne
Business CPA
Address P O Box 1101 Nags Head NC 27949
Phone (252)202-1570

REFERENCE #3

Name Jason Waughtel
Business Senior V P/Regional Executive Southern Bank
Address 108 Weir Point Dr Manteo NC 27954
Phone (252)619-6801

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Jeffrey B DOWDY

Date 5/16/2022



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice ABC Board
2nd Choice
3rd Choice
Name Pat Hudspeth
Address 8 Ginkgo Trail
City/State/Zip Southern Shores, NC 27949
Email phudspeth@twiddy.com
Personal Phone (252)456-0971
Business Phone (252)457-1177
Business Address 1101 Duck Rd., Duck, NC
Occupation Attorney
Dare County Resident YES NO

The text boxes for Education, experience and other should only be filled in on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I graduated from Manly High School in 1997, I received a BA in Economics from UNC-Chapel Hill in 2001. I completed law school at UNC-Chapel Hill in 2004.
Business and civic experience and skills Adridge, Sewell, Spence & Hudspeth ('04-'17), Law Office of Pat Hudspeth ('17-'19), Twiddy & Company (in-house General Counsel, '19-present), former Dare Co. DSS attorney; former chair of Dare Co. Juvenile Crime Prevention Council; former OB Chamber of Commerce Board member; former Duck Woods County Club Board member; Dare Co. Emergency Management Advisory Committee member
Other boards, Committees, Commissions on which you presently serve ODX Baseball Board of Directors (VP); Southern Bank Local Advisory Board; Community Care Clinic of Dare Board of Directors

REFERENCE #1

Name Bobby Outler
Business Dare County Manager
Address PO, Box 1000, Manly, NC 27954
Phone (252)202-4540

REFERENCE #2

Name Jim Todd
Business Dare County Board of Commissioners
Address P.O. Box 1000, Manteo, NC 27954
Phone (252)258-0829

REFERENCE #3

Name Tom Judge
Business Wilbur Wright Associates, Inc.
Address
Phone (252)216-0106

Signature I understand this application will be kept on the active file for (three years and) I hereby authorize Dare County to verify all information included in this application.



Date 12/23/2022



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice ABC Board
2nd Choice Northwestern Wakefora Development Board
3rd Choice Oregon Intel Task Force
Name Chris Parker
Address 106 Airport Rd
City/State/Zip 27954
Email cparker@nynwestcoastworks.com
Personal Phone (757)773-3623
Business Phone (352)473-8797
Business Address Baytek Bookworks, 600 Harbor Road, Wanchese, NC 27984
Occupation CPA
Dare County Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I hold a bachelors degree in commerce from the University of Virginia. I held a CPA license in Virginia from 2004 to 2016 and in North Carolina since 2017.

Business and other experience and skills I am a CPA with 10 years of public accounting experience and 10 years of experience working as a Controller and CFO for family owned businesses.

Other boards, Committees, Commissions or which you presently serve None

REFERENCE #1

Name Nancy Bowen
Business Baytek Bookworks
Address 600 Harbor Rd, Wanchese, NC 27984
Phone (252)262-6666

REFERENCE #2

Name Judd Beatty
Business Bayliss Boatworks
Address 600 Harbor Rd, Wanchese, NC 27954
Phone (252)455-7011

REFERENCE #3

Name Kathy Carden
Business Bayliss Boatworks
Address 600 Harbor Road, Wanchese, NC 27981
Phone (252)216-8790

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.



Date 1/2/2023



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Advisory Board or Committee interested in:

- 1st choice: A.B.C. Board
2nd choice: Equalization and Review Board
3rd choice: Tourism Board

Name: EDDIE TWYNE

Address: 143 RALEIGH WOOD DRIVE / POB 11

City/State/Zip: MANTEO / NC / 27954

Email Address: etwyne@yahoo.com

Telephone: Home: (252)305-2291 Business: (252)473-4272

Resident of Dare County: YES

Occupation: RETIRED TEACHER / REAL ESTATE BROKER / OWNER

Business Address: 516 S HWY / POB 130 / MANTEO / NC / 27954

Educational background:

I graduated from Manteo High School in 1980 and attended Fork Union Military Academy on a football Scholarship in 1981. Attended Chowan College then graduated from ECSU in 1987 with a BS in Health and Physical Education. I am currently in graduate school at East Carolina University in the COB pursuing a leadership certificate and expect to graduate in May of 2023.

Business and civic experience and skills:

I am a North Carolina licensed Teacher, and North Carolina a licensed Real Estate Broker. I have the following certificates and designations in real estate: Graduate Realtor Institute (GRI), Workforce Housing, Diversity and Resort, and Second Homes. I have an OUPV 6-Pack captains license.

Other Boards/Committees/Commissions on which you presently serve:

I am currently a lifetime member of the NC High School Coaches Association. I am currently on the Dare County Parks and Recreation Board.

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	RV OWENS
Business/Occupation	2522188079
Address	361 MOTHER VINEYARD ROAD, MANTEO, NC 27954
Telephone	(252)202-4963



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name ERVIN BATEMAN
Business/Occupation
Address 4148 POOR RIDGE RD, KITTY HAWK, NC 27949
Telephone (252)441-4963

Name BROWNY DOUGLAS
Business/Occupation 2524734272
Address 112 LYDIA LANE, MANTEO, NC 27954
Telephone (252)216-8294

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Signature of applicant:

Eddie Payne

Date: 3/2/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Parks and Recreation Advisory Council

2nd Choice A.B.C. Board

3rd Choice Transportation Advisory Board

Name Janie Wentz

Address 606 9th avenue

City/State/Zip Kill devil hills

Email rajah_wentz0912@yahoo.com

Personal Phone 2524551573

Business Phone Same

Business Address 300 Simon st, Manteo NC

Occupation Transportation worker 1

Dare County YES

Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background First flight elementary, First Flight Middle, First Flight High Schools

Business and civic experience and skills Transportation worker for D, O, T for 2 years also resident of dare county and all football, and basketball throughout my childhood years starting from the 5th grade up to 8th grade. The Northern Beach Division center has been my second home since I was in the 5th grade. I would love and be honored to be apart of this council and to bring our great and loving residents wants and needs to light and support them in anyway possible.

Other boards, Committees, Commissions or which you presently serve N/A

REFERENCE #1

Name Justin Bolton

Business Quin Danks This Week

Address P. O. Box 87 Wanchese

Phone 252266-3263

REFERENCE #2

Name Andrew swain
Business Supervisor NC. D. G. T
Address 1066 bulk bay rd. Columbia NC 27929
Phone 2523946942

REFERENCE #3

Name John Towler
Business Detective captain KDH PD
Address 1704 Virginia Ave Kdh. nc 27940
Phone (252) 216-0900

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.



Date 12/6/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice A.B.C. Board
2nd Choice Tourism Board
3rd Choice College of the Albemarle Board of Trustees

Name John
Address Wintley
City/State/Zip 27988
Email johnjohn@gmail.com
Personal Phone 2529024345
Business Phone 2529024345

Business Address

Occupation Operations Director

Dare County Resident YES
 NO

This text boxes for education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background BS of Criminal Justice, ECU

Business and civic experience and skills Mayor of Kit Devil Hills

Other boards, Committees, Commissions or which you presently serve Mayor of Kit Devil Hills

REFERENCE #1

Name N/A
Business N/A
Address N/A
Phone 2529024345

REFERENCE #2

Name N/A

Business N/A

Address

Phone N/A

REFERENCE #3

Name N/A

Business

Address

Phone N/A

Signature I understand this application will be kept on file for three years and I hereby authorize Dade County to verify all information included in this application.



Date 12/19/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Juvenile Crime Prevention Council (JCPC)

2nd Choice Jury Commission

3rd Choice ABC Board

Name Amber Younce

Address 205 E. Archdale Street

City/State/Zip Kill Devil Hills, NC 27849

Email amber.l.younce@nccourts.org

Personal Phone (252)996-0785

Business Phone (252)475-5267

Business Address

Occupation Assistant District Attorney

Dare County Resident YES

NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I have a Bachelor's Degree from the University of North Carolina at Wilmington in Liberal Arts. I have a Juris Doctorate Degree from Campbell University School of Law.

Business and civic experience and skills I took a year-long course in juvenile delinquency in law school. Additionally, I served as a judge for Wake County Teen Court for 3 years.

I am currently the primary ADA for all juvenile matters in Dare County. I also handle juvenile sessions in other counties, such as Currituck and Camden.

Other boards, Committees, Commissions on which you presently serve None at this time.

REFERENCE #1

Name Laura Twitchell

Business Assistant District Attorney

Address PO Box 579, Manteo, NC 27954

Phone (252)305-9770

REFERENCE #2

Name Jeffrey Cruden

Business

Address

Phone (252)475-5266

REFERENCE #3

Name Lauren Bailey

Business

Address

Phone (252)475-5260

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Amber L. Younce

Date 2/21/2022



Fessenden Center Advisory Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

August, 2024

FESSENDEN CENTER ADVISORY BOARD

This Advisory Board establishes goals and policies to enhance the Fessenden Center operation and community outreach consistent with the goals, objectives and policies of Dare County. The overall objective is to develop procedures and operations that improve the quality of life through interaction of all age groups on Hatteras Island.

The Fessenden Center Advisory Board recommends Karen Scroggin be appointed to fill the vacant seat.

Applications on file: Karen Scroggin

Other Members:
See attached list

FESSENDEN CENTER ADVISORY BOARD

(Four Year Term)

This Advisory Board establishes goals and policies to enhance the Fessenden Center operation and community outreach consistent with the goals, objectives, and policies of Dare County. The overall objective is to develop procedures and operations that improve the quality of life through interaction of all age groups on Hatteras Island.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Kenneth Brite P.O. Box 95 Avon, NC 27915 252-996-0432 kbrite@msn.com (Rodanthe area)	6-28	Apptd. 2/17;, Reapptd. 6/20, 6/24
Wendi Munden 46080 Diamond Shoals Dr. Buxton, NC 27920 252-305-0090 wendipalm@gmail.com (Buxton area)	6-26	Apptd. 6/22
Brian Jones 27097 4 th Street Salvo, NC 27972 252-256-3387 mailto:brianjonesson@gmail.com (Salvo area)	6-28	Apptd. 7/23 Reapptd: 6/24
Marcie Shoemaker P.O. Box 161 Buxton, NC 27920 252-995-5799 (H) 252-996-0581 (O) budnmar@earthlink.net (Buxton area)	6-26	Apptd. 2/16 Reapptd. 6/1; 5/22
VACANT (Hatteras Area)		
Forrest Paddock P.O. Box 534 Buxton, NC 27920 252-216-7856 fgpaddock@outlook.com (Frisco area)	6-26	Apptd. 2/17 Reapptd. 6/18; 5/22
Edward J. O'Brien, Jr. 41193 Carronade Ct., P.O. Box 805 Avon, NC 27915 Edobrien41193@gmail.com 610-842-9065 (Avon area)	10-25	Apptd. 10/21

Jennifer Cromwell 47220-Crossway Dr., Box 162 Buxton, NC 27920 252-489-8215 hivinylgraphics@gmail.com (At Large)	06/26	Apptd. 6/22
Megan Vayette 47520 Lost Tree Tr., Box 1257 Buxton, NC 27920 252-216-7176 mvayette@gmail.com (At Large)	10/25	Apptd., 10/21
James Richard Kenner P.O. Box 1044 47106 Middle Ridge Trail Buxton, NC 27920 252-216-5427 richk@chec.coop (At Large)	6-26	Apptd. 6/19 Reapptd: 5/22
John Griffin P.O. Box 382 Rodanthe, NC 27968 252-423-8107 griffjt44@gmail.com (At Large)	6-28	Apptd. 7/10 Reapptd. 7/12, 16 6/20, 6/24
Danny Couch 47297 Dippin Vat Road P.O. Box 1001 Buxton, NC 27920 dannyc@darenc.gov 252-216-7383 (Commissioner Appointee)	6-26	Apptd. 6/17 Reapptd. 6/18; 5/22

MEETING DATE: Quarterly, Fessenden Center

NOTE: Chairman Bobby Owens appointed to serve at the pleasure of the Board as long as he is serving as a county commissioner.

3/97 Apptd. USCG Representative to seat on the Board. Though apptd. 3/97, term will expire 6/98 to be consistent with other appointments.

- 10/97 - Commissioner Mac Midgett replaced Bobby Owens.
- 3/99 - George Volsky apptd. to fill term of Bill Barley, Kathy Kiddy apptd. to fill term of Tom Barclay.
- 5/99 - Jinny McBride apptd. to fill unexpired term of Jackie Leeling.
- 9/00 - Rev. Holt Clarke fill unexpired term of Rev. Jim Huskins and Commissioner John Robert Hooper appointed to replace Mac Midgett.
- 5/02 - Michelle Edwards appointed to fill unexpired term of Jenny Hooper.
- 6/04 - Heidi Blackwood to fill term of George Volsky and Charles Moseley to fill term of Holt Clarke
- 6/04 - Matt Caviness apptd. to fill expired term of Dave Umberger.
- 6/04 - Susan Gray to fill term of Michelle Edwards & Jennifer Kingery apptd. to fill term of Jane Oden.
- 1/05 - Commissioner Mac Midgett replaced John Robert Hooper.
- 3/06 - Allen Burrus replaced the late Mac Midgett.
- 6/06 - Jack Painter replaced John Leatherwood.

- 11/08 - Steve Jennette filled unexpired term of Ken Wenberg.
- 2/09 - Rev. Cory B. Oliver filled unexpired term of Rev. Charles Moseley.
- 6/09 - Cheryl Austin filled term of Kathy Kiddy and Danny Couch filled term of Jennifer Kingery.
- 7/10 - John Griffin filled unexpired term of Ormond Fuller.
- 7/12 - Mary Ellen D. Balance replaced Danny Couch.
- 3/14 - Laura Fiscus filled term of Cheryl Austin and Sonny Quidley filled term of Susan Gray.
- 2/16 - Marcie Shoemaker filled unexpired term of Heidi Blackwood.
- 2/17 - Kenneth Brite filled term of Laura Fiscus & Keith Durham filled term of Sonny Quidley.
- 2/17 - Forrest Paddock filled unexpired term of Jack Painter.
- 6/17 - Danny Couch appointed to replace Allen Burrus
- 2/18 - Louise Rossiter passed away
- 6/18 - Robyn (Hali) Easley filled unexpired term of Mary Ellen Balance
- 6/19 - James Kenner filled At-Large vacancy caused by death of Louise Rossiter
- 2/22 - Steven Jennette passed away and William Lengyel resigned
- 5/22.- Forrest Paddock, Marcie Shoemaker, James Kenner, & Danny Couch were all reappointed.
- 6/22 - Wendi Munden appointed.
- 6/22 Jennifer Cromwell appointed.
- 5/23 Keith Durham (Salvo area member) removed for attendance policy.
- 7/23 Brian Jones appointed to complete Durham's term
- 6/24 Kenneth Brite, John Griffin, and Brian Jones were all reappointed. Robyn Hali did not wish to be reappointed.

REV. 06/24



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Fessenden Center Advisory Board

2nd Choice

3rd Choice

Name KAREN M. SCROGGIN

Address 53175 SUNSET STRIP

City/State/Zip PO BOX 338, FRISCO NC 27936

Email tkscroggin@gmail.com

Personal Phone 540-222-7104

Business Phone 2529862711

Business Address CATHY PARSONS CPA PO BOX 630 HATTERAS, NC 27943

Occupation ADMINISTRATIVE & BOOKKEEPING ASSISTANT

Dare County Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background George Mason University, Elem. Ed, Undergraduate Fairfax, VA. Also CDA in Early Childhood Ed from NEA in Washington DC

Business and civic experience and skills 25 Years in office mgmt. administration and General Leger Accounting. Managed home base child care business self employed for 15 years. Held office for Women of Loyal Order of Moose -Charitable organization for 7 years. Worked at Dare County parks and Rec. for 7 years. Currently at CPA greeting and meeting clients.

Other boards, Committees, Commissions on which you presently serve I have been appointed as an Election worker and judge for Dare County Board of Elections for the General Elections in November 2024.

REFERENCE #1

Name SUSAN GRAY

Business FESSENDEN CENTER

Address BUXTON NC 27920

Phone 2524755650

REFERENCE #2

Name CATHY PARSONS
Business CPA
Address HATTERAS NC 27943
Phone 2529862711

REFERENCE #3

Name GIBBS BRICKER
Business CHURCH OFFICE SECRETARY OUR LADY OF THE SEAS
Address BUXTON, NC
Phone 7178268324

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.



Karen M. Scroggin

Date 7/5/2024



Game and Wildlife Commission

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

August, 2024

GAME AND WILDLIFE COMMISSION
(Three Year Term)

The Game and Wildlife Commission issues and renews duck blind licenses in all Dare County waters. Renewals and new licenses are received on a yearly basis from August through December of each year.

Dr. Andrew Horne's term expired in July 2024, due to a miscommunication he was not reappointed. It is now understood that Dr. Andrew Horne did wish to be reappointed to the Game & Wildlife Commission and has asked to be reappointed.

Applications on file: Christian Hayman, Anthony Lloyd, Joseph Speight, & Steven Vanover

Other Members: See attached list

DARE COUNTY GAME AND WILDLIFE COMMISSION
(Staggered/Three Year Terms)

Issues and renews blind licenses in all Dare County waters. Renewals and new licenses are received on a yearly basis from August through December of each year.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Kyle Perry 50304 Snug Harbor Drive Frisco, NC 27936 996-0186 (H) 995-5366 (W) kyle@friscorodandgun.com	7-26	Apptd. 7/17 Reapptd. 6/20; 6/23
Missy McPherson 119 Margaret Court Manteo, NC 27954 473-6831 (H) 216-6831 (C) 473-1292 (W) missysecur@hotmail.com	7-26	Apptd. 7/17 Reapptd. 6/20; 6/23
Timmy Midgett P.O. Box 250 Manns Harbor, NC 27953	7-25	Apptd. 8/16 Reapptd. 7/19, 6/22
Mike Johnson P.O. Box 9 Wanchese, NC 27981 441-6958 (H) 473-8262 (W)	7-25	Apptd. 11/05 Reapptd. 7/07, 10, 13, 16, 07/19, 6/22
Edward "Bow" Meekins P.O. Box 532 Wanchese, NC 27981 423-1403 (H) 473-1803 (W)	7/25	Apptd. 7/13 Reapptd. 7/16, 19, 6/22
Robert Owens 711 Carolina Court Manteo, NC 27954 202-3425 (W) homedevlopment@yahoo.com	7-26	Apptd. 7/17 Reapptd. 6/20; 6/23
George Henderson PO Box 606 Manteo, NC 27954 256-0596 (C) lforester924@gmail.com	7-26	Apptd. 8/77 Reapptd. 8/90, 7/92, 7/94, 8/97, 8/00, 7/02, 05, 08 11, 14, 17, 20, 23
VACANT		
Phil Haywood 2473 Colington Rd. Kill Devil Hills, NC 27948 441-5705	7-27	Apptd. 8/90 Reapptd. 7/92, 7/94, 8/97, 8/00, 7/03, 06, 09, 12, 15, 18 21, 7/24
Harvey Scarborough, Jr. P.O. Box 571	7-27	Apptd. 7/11 Reapptd. 7/12, 15, 18, 21, 24

Avon, NC 27915
252-996-0050 (C)

Buddy Shelton
291 Bayview Drive
Stumpy Point, NC 27978
473-5572
buddy.shelton59@gmail.com

7-27

Apptd. 7/18
Reapptd. 6/21, 7/24

NOTES:

MEETING INFO: Once a month, August – December, 7 p.m., Rm. 168, Dare County Adm. Building

CONTACT INFO: Dr. Andrew F. Horne, Chairman
Melva Garrison, Game and Wildlife Clerk

MEMBERS COMPENSATED: \$25 per meeting
\$50 per meeting – Chairman

Bill Walker replaced Randy O'Neal 8/86; Phil Haywood replaced Robert D. Parker 1986.
Sonny Briggs replaced Ken Mann 8/90; David Pruitt replaced Gary Dowdy 8/93.
Leland Midgett replaced Allen Burrus & Barry Martin replaced John Booth, Jr. 7/94.
Bryan Perry replaced Leland Midgett 8/94.
Gen. Statute required term to be for 3 years. Changed terms at direction of County Attorney. (6/24/96)
William H. Wilson replaced Barry Martin and Allan Newcomb replaced Ray Scarborough 8/97.
Dr. Andrew F. Horne replaced Allan Newcomb 10/97.
Timmy Midgett appointed to fill unexpired term of Harry Mann 12/98.
To create staggered terms enacted by the Gen. Assembly, Atty Al Cole recommended:
Reapptment of: Timmy Midgett, David Pruitt, Bill Walker for 1 yr.; Reappt. Bryan Perry, Earl Ray Mann, Sonny Briggs, George Henderson for 2 yrs; Reappt. Andrew Horne, Phil Haywood, William Wilson, Manson Meekins for 3 yrs. This action was done at the 8/7/00 DCBOC meeting.
Mike Johnson apptd. to fill unexpired term of David Pruitt 11/05; Buddy Shelton replaced Earl Mann 7/08.
Harvey Scarborough, Jr. appointed to fill unexpired term of William Wilson, 7/11.
Phil Sawyer appointed to fill unexpired term of Manson Meekins 9/11.
Edward "Bow" Meekins replaced Bill Walker 7/13; Eddie Twyne replaced Timmy Midgett 7/16.
Timmy Midgett apptd. to fill unexpired term of Eddie Twyne 8/16.
Mr. Twyne unable to serve due to work schedule conflict.
Kyle Perry replaced Bryan Perry and Missy McPherson replaced Buddy Shelton 7/17
Robert Owens replaced Sonny Briggs 7/17
Buddy Shelton replaced Phil Sawyer who resigned & did not want to be reappointed 7/18
Timmy Midgett, Mike Johnson and Edward Meekins reappointed 7/19
Kyle Perry, Missy McPherson, Robert Owens and George Henderson reappointed 6/20
Andrew Horne, Phil Haywood, Harvy Scarborough, Jr. and Buddy Shelton reappointed 6/21
Timmy Midgett, Mike Johnson and Bow Meekins reappointed 6/22
Kyle Perry, Missy McPherson, Robert Owens and George Henderson reappointed 6/23
Phil Haywood, Harvey Scarborough Jr., & Buddy Shelton were reappointed. 7/24
Dr. Andrew Horne was not reappointed and his seat remained vacant. 7/24

REVISED 7/24



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Advisory Board or Committee interested in:

1st choice: Game and Wildlife Commission

2nd choice: Oregon Inlet Task Force

3rd choice: Veterans Advisory Council

Name: CHRISTIAN THOMAS HAYMAN

Address: 120 HICKORY RIDGE CT.

City/State/Zip: 27948

Email Address: christian_hayman@yahoo.com

Telephone: Home: 7854923815 Business:

Resident of Dare County: YES

Occupation: SHIFT MANAGER AT MANTEO JERSEY MIKE'S

Business Address:

Educational background:

I graduated from First Flight High school then joined the Army and graduated from the United States Military Police school and got further education from the Fort Riley Military Police Academy I also became an ordained minister from the Universal Life Church Ministries.

Business and civic experience and skills:

I was a Military Police officer as well as the Operations Non Commissioned Officer in charge of day to day operations for the Headquarters Detachment of the 97th Military Police Battalion. I was the personal driver for the battalion commander and served 4 years as a well trained and experienced soldier and I have been awarded an Army Commendation Medal for going above and beyond in my basic duties of a soldier.

Other Boards/Committees/Commissions on which you presently serve:

None

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	BOB WOODARD
Business/Occupation	DARE COUNTY COMMISSIONER
Address	706 HARMONY LN. KILL DEVIL HILLS NC 27948
Telephone	(252) 216-8240



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name LINWOOD BRYANT SR.
Business/Occupation
Address
Telephone (252) 578-1818

Name JEFF ELINBURG
Business/Occupation RETIRED ARMY VETERAN
Address
Telephone (334) 379-4088

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Signature of applicant:

Date: 4/2/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Oregon Inlet Task Force

2nd Choice Waterways Commission

3rd Choice Game and Wildlife Commission

Name ANTHONY LLOYD

Address 4117 TAMARAC COURT

City/State/Zip NAGS HEAD

Email anthony.lloyd@ob.org

Personal Phone 415 246 8697

Business Phone 757 284 1673

Business Address 977 CENTERVILLE TURNPIKE, VIRGINIA BEACH, VA

Occupation NON-PROFIT DISASTER RELIEF, SENIOR DIRECTOR

Dare County Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Initially, I graduated from the USCG Academy in New London, CT , subsequently obtaining a Masters at US Naval War College in Newport, RI. Initially qualified as a Deck Watch Officer I worked aids to navigation and various coastal projects in the Gulf of Mexico. My professional training covered operational leadership roles and extensive training in leadership, incident management, and maritime oil and hazardous materials response.

Business and civic experience and skills I served 34 years in the military progressing through various operational marine safety roles. Serving 12 years directly leading units covering oil and hazardous materials pollution at the Pacific Strike Team in Novato, CA, while later leading the National Maritime Center in Martinsburg, WV and finally as the first Commanding Officer of the USCG Incident Management Assist Team in Norfolk, VA. I held numerous collateral positions throughout these

Other boards, Committees, Commissions on which you presently serve I regularly volunteer with the Dare County Veteran's Advisory Committee.

REFERENCE #1

Name JON CROUSE

Business PRIVATE BUSINESS OWNER AND INVESTOR

Address 818 A DELMAS AVE, NASHVILLE, TN

Phone 252 331 3033

REFERENCE #2

Name TONY IMPERIALE

Business RETIRED, EXTENSIVE VOLUNTEER WORK WITH DARE COUNTY VETERAN'S,
VFW, & JANETTES PIER

Address 4210 W VANSIVER DR., NAGS HEAD, NC 27959

Phone 609 707 0250

REFERENCE #3

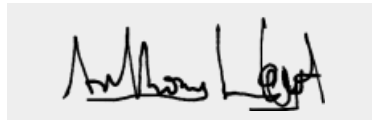
Name DREW PEARSON

Business DARE COUNTY EMERGENCY MANAGER

Address 370 AIRPORT ROAD, P.O. BOX 1000, MANTEO, NC 27954

Phone 252 216 6012

Signature I understand this application will be kept on the active file for three years and I hereby
authorize Dare County to verify all information included in this application.

A handwritten signature in black ink on a light gray rectangular background. The signature is cursive and appears to read 'Drew Pearson'.

Date 6/25/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Game and Wildlife Commission

2nd Choice Game and Wildlife Commission

3rd Choice Game and Wildlife Commission

Name Joseph Speight

Address 160 Holly Trail

City/State/Zip Kitty Hawk, NC 27949

Email stationbay@embarqmail.com

Personal Phone 2525996521

Business Phone 2525996521

Business Address 1566 Duck Road, Duck, NC 27949

Occupation Commercial Fisherman

Dare County Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I am a graduate of Manteo High School.

Business and civic experience and skills I have been a seafood business owner in Duck for 36 years, and a lifelong resident in Dare County. I have fished in the ocean and sound my whole life. I have Duck hunted in the area and currently have a lifetime hunting license.

Other boards, Committees, Commissions on which you presently serve I am currently on the National Marine Fisheries Service Bottlenose Dolphin Take Reduction Team. I have been on this advisory committee for 17 years.

REFERENCE #1

Name Phil Haywood

Business Commercial Fisherman

Address 2473 Colington Rd, Kill Devil Hills, NC 27948

Phone 2524415705

REFERENCE #2

Name Buddy Ponton
Business Ponton Fish Company
Address Corolla, NC
Phone 2524533483

REFERENCE #3

Name Jim Braithwaite
Business Braithwaite Holdings LLC
Address 165 Bayberry Trail, Kitty Hawk NC 27949
Phone 2522022107

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.



Joseph Speight

Date 11/10/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Juvenile Crime Prevention Council (JCPC)

2nd Choice Health and Human Services Board

3rd Choice Game and Wildlife Commission

Name steven vanover

Address 100 Dunn St.

City/State/Zip Nags Head, NC 27959

Email steven@ob hotline.org

Personal Phone (828)490-5548

Business Phone (252)216-6323

Business Address

Occupation Human services

Dare County Resident YES

NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Western Carolina, criminal Justice/ Psychology. B.L.E.T and numerous trainings in the law enforcement, and fire/rescue field. also worked with at risk youth thru Buncombe county school system [SRO]

Business and civic experience and skills worked with at risk youth in school system

Other boards, Committees, Commissions on which you presently serve LVA for Joint Task Force on HT

REFERENCE #1

Name Sgt. Brian Tucker

Business NCSHP

Address S.C

Phone (828)777-4049

REFERENCE #2

Name Jerry Leatherwood
Business Buncombe County Fire Marshal
Address Weaverville, NC
Phone (828)230-1159

REFERENCE #3

Name Reggie Ray
Business Deputy Sheriff
Address Weaverville, NC
Phone (828)216-1759

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

A rectangular box containing a handwritten signature in cursive script that reads "Steven L. Vanover".

Date 10/10/2023



Virginia S. Tillett Community Center Advisory Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

August, 2024

VIRGINIA S. TILLET COMMUNITY CENTER ADVISORY BOARD

(Staggered/Three Year Term)

The following individuals have terms expiring this month: Marylou Harris, Mary Pendill, Flossie Tugwell, Tiffany Wescott.

The Virginia S. Tillett Community Center Advisory Board nominating committee recommends the reappointment of Marylou Harris, Mary Pendill, Flossie Tugwell, and Tiffany Wescott for another term.

Application on file: Susan Bothwell, Joanne Preiser, Olivia Spencer

Other Members: See attached list

VIRGINIA S. TILLET COMMUNITY CENTER ADVISORY BOARD

(Three Year Term)

**This Board advises and promotes goals and policies to enhance
Virginia S. Tillett Community Center operations and community outreach.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Commissioner Rob Ross 105 East Sand Fiddler Court Nags Head, NC 27959 Rob.ross@darenc.com 252-216-6869 (C)	8/26	Apptd. 6/17 Reapptd. 8/20 7/23
Teresa Griffin 223 Scuppernong Road. Manteo, NC 27954 tgtjames22@gmail.com 252-475-0173	8/26	Apptd. 7/21 Reapptd 7/23
Flossie Tugwell P.O. Box 896 Nags Head, NC 27959 473-5993	8/24	Apptd.8/10 Reapptd. 8/12, 15, 18, 7/21
Mary Pendill 129 Dogwood Circle Manteo, NC 27954 473-3589	8/24	Apptd. 8/14 Reapptd. 8/15, 18. 7/21
Jonathan DeLucia 3937 Pineway Drive Kitty Hawk, NC 27949 252-489-1878 deluciajo@gmail.com	8/26	Apptd. 3/23 Reapptd. 7/23
Lynda Hester, CH. P.O. Box 457 Manteo, NC 27954 ljo148@gmail.com 252-475-1964	8/25	Apptd. 8/10 Reapptd. 8/13, 16, 19, 22
Mitchell Bateman P.O. Box 100 Wanchese, NC 27981 473-3350	8/26	Apptd.8/14 Reapptd. 8/17, 8/20, 7/23

Jennifer Phillips P.O. Box 1272 Manteo, NC 27954 252-573-0135 jenn@islandinsuranceinc.com	8/26	Apptd. 11/22 Reapptd 7/23
Sara J. Hester-Smith P.O. Box 762 Manteo, NC 27954 489-6554 sjoihester@gmail.com	8/25	Apptd. 12/17 Reapptd. 8/19, 22
Cindy Perry P.O. Box 2441 Kitty Hawk, NC 27949 252-202-3458 (C)	8/25	Apptd. 1/22 Reapptd. 6/22
Reha Otte' 185 The Dogwoods Manteo, NC 27954 473-1883(H), 473-8883 (C)	8/25	Apptd. 8/19 Reapptd. 22
Tiffany Wescott P.O. Box 2148 Manteo, NC 27954 216-6341	8/24	Apptd. 8/15 Reapptd. 8/18, 7/21
Marylou Harris 134 Fearing Place Manteo, NC 27954 252-473-2279 (H) 919-880-7465 © mlharris45860@bellsouth.net	8/24	Apptd. 7/21

NOTES:

MEETING INFO: 2nd Tuesday/monthly, at 9 a.m. (except June, July, Aug.)
Virginia S. Tillett Community Center Meeting Room

CONTACT INFO: Lynda Hester, Chairman
Sandy Pace, Director of Virginia S. Tillett Community Center

MEMBERS COMPENSATED: No

Flossie Tugwell filled unexpired term of Betty Blanchard, John Sibunka filled unexpired term of Doris Young and Lynda Hester appointed as an additional member 8/10
John Robbins filled unexpired term of Jimmie Williams 6/12
Suzy Barrett filled unexpired term of Catherine McCabe 2/13; Ann Groves replaced James Harris 9/13
Brooke McCord appointed to fill unexpired term of Malcolm Fearing 9/13
Mitchell Bateman replaced Isabel Cooper 8/14; Mary Pendill filled unexpired term of Betty Mann and Margarette Umphlett replaced Virginia Tillett 12/14
Tiffany Wescott replaced Suzy Barrett and Anastacia Davis replaced Fred Brumbach 8/15.
Jean Council replaced James Brown and Daniel Otte' replaced John Robbins 8/16.
Samantha Brown filled unexpired term of Brook McCord 12/16.

Robb Ross replaced Margarett Umphlett 6/17; Paula Oliver replaced Bea Basnight 8/17
Sarah Hester-Smith appointed to fill unexpired term of Jean Farr Council who resigned 12/17
Lynda Hester, Sara Hester-Smith and Daniel Otte reaptd. 8/19; Reha Otte' apptd 8/5/19 to replace
Rodney Benson who resigned; Emily Hall apptd. to fill unexpired term of Paula Oliver 10/19;
Pamela Zafra to fill position of John Sibunka 8/20;
Flossie Tugwell, Mary Pendill, and Tiffany Wescott reappointed for another term, Marylou Harris
replaced Anastacia Davis, Teresa Griffin filled unexpired term of Emily Hall 7/21
11/15/21 Dare County Board of Commissioners unanimously adopted a Resolution to rename the Dare
County Center the Virginia Tillett Center. 1/18/22 Dare County Board unanimously agreed the name
should be the Virginia S. Tillett Community Center. 1/18/22 Cindy Perry appointed to fill the term of
David Otte'. Lynda Hester, Cindy Perry, Reha Otte' and Sara L. Hester Smith reappointed for another
term.
11/7/22 Jennifer Phillips to complete term of Samantha Lock. Pam Zaffra removed from Board for
attendance issues. 3/23 Jonathan DeLucia appointed to complete term of Pam Zaffra.
7/17/23 Teresa Griffin, Jonathan DeLucia, Mitchell Bateman, Jennifer Phillips, and Rob Ross
reappointed.

REVISED 07/23



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Virginia S. Tillet Community Center Advisory Board

2nd Choice Juvenile Crime Prevention Council (JCPC)

3rd Choice Health and Human Services Board

Name Susan

Address PO Box 1832

City/State/Zip Hags Head, NC 27950

Email sctillet.susan@gmail.com

Personal Phone 8108864073

Business Phone

Business Address

Occupation Board of Education

Dare County YES

Resident NO

The text boxes for Education, experience and other should only be 8 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Graduated from the University of California with a BA degree in English

Business and civic experience and skills I am currently on the Dare County Board of Education, in previous years I spent much of my time in volunteer work- in schools, hospitals, and libraries

Other boards, Committees, Commissions or which you presently serve On the BOE, I currently serve on the policy committee, Recruitment and Retention committee, the Facilities/Use/Planning committee, and the DEE Foundation committee

REFERENCE #1

Name Rob Rose

Business Dare County Commissioner

Address PO Box 1032, Hags Head, NC 27950

Phone 8128047405


REFERENCE #2

Name Steve Bassnight
Business Dare County School Superintendant
Address Bassnightst@daretolearn.org
Phone 2524737316

REFERENCE #3

Name Linda Ledwith
Business
Address PO Box 335, Nags Head, NC 27959
Phone 6178746892

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.



Date 4/25/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Virginia B. Tillett Community Center Advisory Board

2nd Choice Nursing Home Community Advisory Council/DC Joint Comm. Advisory Committee

3rd Choice

Name Joanna Preiser

Address 24 Bay Tree Drive

City/State/Zip Manteo, NC 27954

Email jpreiser2387@gmail.com

Personal Phone (252)488-5440

Business Phone

Business Address 701 Swan Street KDH, NC 27948

Occupation Unemployed

Dare County Resident YES NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Graduated 1978 Manteo HS, Lynchburg College 38 credits, PE Major, University of Hawaii , Maui Campus 20 credit hours, COA Dare Campus 28 credit hours.

Business and civic experience and skills Detention Officer Certification, Sealemburg, NC, ...DMV, titles, receptionist 5 years Manteo, ... Relay for Life of Dare County, Team captain 8 years, Blue Star Military Mother Ouler Banks Chapter 11 years, FPHS Booster 2006-2007.

Other boards, Committees, Commissions on which you presently serve Blue Star Chaplain, ...Relay for Life Team Super Sinders Captain, Member of Holy Trinity Catholic Church, ...

REFERENCE #1

Name Mike Kelly

Business Kellys Hospitality Group

Address Kill Devil Hills, NC 27948

Phone (252)441-4110

REFERENCE #2

Name Kaitya Marshall
Business Hostess Miko Mikes
Address Swan Street RDH, NC 27948
Phone (831)408-9366

REFERENCE #1

Name Adam F. Pinner
Business BM 1 Guffman, USCG
Address Station Oregon Inlet, Mags Head, NC27959
Phone (252)441-5842

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Adam Pinner

Date 3/3/2022



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Parks and Recreation Advisory Council
2nd Choice Virginia S. Tillett Community Center Advisory Board
3rd Choice

Name OLIVIA CLAIRE SPENCER
Address 2900 RAYMOND AVENUE
City/State/Zip KILL DEVIL HILLS, NC 27948
Email olivia.spencer739@gmail.com
Personal Phone 7572565617

Business Phone

Business Address 8770 OREGON INLET RD, NAGS HEAD, NC 27959

Occupation F&B AND EVENTS MANAGER

Dare County Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I graduated with a B.A. in Mathematics and Statistics from Carleton College in 2016, where I played tennis. I was a three-year all-conference player, two-year conference champion, and two-year NCAA competitor.

Business and civic experience and skills I've spent the past 7 years working in restaurants, catering, and events, most recently as food, beverage, and events manager at Oregon Inlet. I'm also a USPTA-certified tennis and pickleball pro, and have taught both at WestSide Athletic Club and with the Outer Banks Tennis Association.

Other boards, Committees, Commissions on which you presently serve I've served on the Outer Banks Tennis Association board for 5 years - taught clinics, volunteered with Special Olympics, implemented programs, ran tournaments, and am now helping form an advocacy committee. I've served on the Love to Remember tournament committee for 2 years, benefitting the Dementia Friendly Coalition.

REFERENCE #1

Name CINDY PERRY
Business OUTER BANKS TENNIS ASSOCIATION
Address PO BOX 1665, KILL DEVIL HILLS, NC 27948
Phone 2522023458

REFERENCE #2

Name CHARLOTTE MIDGETT
Business DARE COUNTY PARKS & REC
Address 802 MISTIAN ST, KILL DEVIL HILLS, NC 27948
Phone 2524750920

REFERENCE #1

Name MICHELLE NICHOLS
Business TOWN OF KILL DEVIL HILLS
Address 102 TOWN HALL DRIVE, KILL DEVIL HILLS, NC 27948
Phone 2524495338

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Michelle Nichols

Date 8/16/2024



Upcoming Board Appointments

Description

The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on advisory boards and committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees with terms expiring during the next three months.

Information on how to obtain and submit applications follows the list.

There are also several boards with vacancies. Please check the website.

September 2024 Albemarle Region Resource Conservation and Development Council - (1 Term Expiring)
Health & Human Services Board – 4 terms expiring

October 2024 Library Board (Dare) -1 Term Expiring

November 2024 Rodanthe, Waves, Salvo Community Center Board – 2 terms expiring

~~~~~Instructions for Obtaining and Submitting Applications~~~~~

An application must be submitted to the Clerk in order for your name to be considered for a board or committee appointment. Applications are kept on file for three years.

The application form is available on the Dare County website

(Please see Board of Commissioners under Advisory Boards and Committees for link)

Skyler Foley, Clerk to the Board at 252-475-5700



Commissioners' Business & Manager's/Attorney's Business

Description

Remarks and items to be presented by Commissioners and the County Manager.

Board Action Requested

Consider items presented

Item Presenter

Robert Outten, County Manager



Closed Session

Description

The County Manager/Attorney will ask for a Closed Session.

Board Action Requested

Approve Closed Session

Item Presenter

Robert Outten, County Manager