



# 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

**Tuesday, April 03, 2018**

**"HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?"**

### AGENDA

- 9:00 AM**      **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1**      Opening Remarks - Chairman's Update
- ITEM 2**      Presentation of County Service Pins
- ITEM 3**      Employee of the Month
- ITEM 4**      Public Comments
- ITEM 5**      Presentation - Energy Issues for Coastal North Carolina
- ITEM 6**      Proclamations - Child Abuse Prevention Month & Week of the Young Child
- ITEM 7**      Closed Session
- ITEM 8**      Presentation on Opioid Crisis and Litigation
- ITEM 9**      Thelma Calvio Home Occupation CUP Application
- ITEM 10**      Owen Sullivan Home Occupation CUP Application
- ITEM 11**      UNC Coastal Studies Institute - Request for Letter of Support
- ITEM 12**      Public Participation Plan for LUP Update
- ITEM 13**      Update on CRS Activities and Flood Maps
- ITEM 14**      Request for Approval of FY19-20 Support Costs for Statistical Analysis Software
- ITEM 15**      Buxton Beach Nourishment CSE Amendment #1 to Agreement for Professional Services
- ITEM 16**      Consent Agenda
1. Approval of Minutes (03.19.18 & Community Meetings in Manteo & Buxton)
  2. Budget Amendment for Increased Low Income Energy Assistance
  3. Salvo Cemetery Bulkhead Project

- ITEM 17** Board Appointments
1. Airport Authority
  2. Manns Harbor Commission
  3. Wanchese Community Center
  4. Upcoming Board Appointments

**ITEM 18** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 5:00 P.M. ON APRIL 16, 2018



*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



*Presentation of County Service Pins*

**Description**

The following employees are scheduled to receive service pins this month:

1. Matthew Cartwright, Emergency Medical Technician Intermediate, 10 Year Pin
2. Charlene Garrish, Emergency Medical Technician Paramedic, 10 Year Pin
3. Yvette Pollock, Day Care Service Coordinator, 20 Year Pin
4. Vickie White, Senior Income Maintenance Caseworker, 20 Year Pin

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager

April 2018

## **Presentation of County Service Pins**

1. Matthew Cartwright, Emergency Medical Technician Intermediate, 10 Year Pin  
- Presented by Jennie Collins
  
2. Charlene Garrish, Emergency Medical Technician Paramedic, 10 Year Pin  
-Presented by Jennie Collins
  
3. Yvette Pollock, Day Care Service Coordinator, 20 Year Pin  
-Presented by Leigh Bracy
  
4. Vickie White, Senior Income Maintenance Caseworker, 20 Year Pin  
-Presented by Bonnie Drewry



*Employee of the Month*

**Description**

The Employee of the Month certificate will be presented.

**Board Action Requested**

None

**Item Presenter**

To Be Determined



*Public Comments*

**Description**

The Board of Commissioners will provide time on the agenda for Public Comments. Each regularly scheduled meeting begins with 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.

In an effort to encourage public participation, the Board accepts public comments from 2 locations - - -

- Public Comments can be made at the Commissioners Meeting Room in Manteo.
- Public Comments can be made via a video link at the Fessenden Center in Buxton.

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Presentation - Energy Issues for Coastal North Carolina*

**Description**

A presentation on energy issues for coastal North Carolina will be given by John Droz, Jr.

**Board Action Requested**

None - Informational Presentation

**Item Presenter**

John Droz, Jr.





*Proclamations - Child Abuse Prevention Month & The Week of the Young Child*

**Description**

The Children & Youth Partnership for Dare County in partnership with Dare County Health & Human Services asks that the Board of Commissioners adopt proclamations supporting "Child Abuse Prevention Month" and "The Week of the Young Child."

A report will be given on the impact of adverse childhood experiences and the Children & Youth Partnership's collaborative launch of "Be Resilient OBX," a community resiliency model that addresses these concerns.

(Proclamations are attached)

**Board Action Requested**

Adopt Proclamations for "Child Abuse Prevention Month" & "The Week of the Young Child"

**Item Presenter**

Sara Sampson, Leigh Bracy, Jessica Nonnenmocher, Nancy Griffin



**Dare County, North Carolina  
Child Abuse Prevention Month, April 2018 Proclamation**

Whereas, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets; and

Whereas, all children deserve to have safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

Whereas, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

Whereas, communities that provide parents with the social support, knowledge of parenting and child development and resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

Whereas, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

Therefore, we, the Dare County Board of Commissioners, do hereby proclaim

April as Child Abuse Prevention Month in Dare County and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

This the 3<sup>rd</sup> day of April, 2018

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Robert Woodard, Chairman  
Dare County Board of Commissioners

Attest: \_\_\_\_\_  
Gary Gross, Clerk to the Board



**WEEK OF THE YOUNG CHILD**  
**“CELEBRATING OUR YOUNGEST LEARNERS!”**  
**APRIL 16-20, 2018**

**WHEREAS**, Children and Youth Partnership for Dare County, in conjunction with the National Association for the Education of Young Children and the North Carolina Association for the Education of Young Children, is celebrating the Week of the Young Child, April 16-20, 2018; and

**WHEREAS**, working to promote and ensure high quality early learning opportunities for all young children (birth through age eight) provides a critical foundation for children to succeed in school and in life; and

**WHEREAS**, early childhood teachers and others who work with or on behalf of young children in Dare County and are making a difference in the lives of our youngest residents deserve thanks and recognition; and

**WHEREAS**, connecting parents and families with resources and information enhances the healthy development of Dare County’s young children; and

**WHEREAS**, public policies and partnerships that support early learning for all young children are crucial to young children’s futures and to the prosperity of our local community and larger society.

**THEREFORE, WE, THE DARE COUNTY BOARD OF COMMISSIONERS** do hereby proclaim April 16-20, 2018 as

**Week of the Young Child**

in Dare County, and encourage all our citizens to recognize the needs and support the healthy development of every young child in Dare County.

Dare County Board of Commissioners

By: \_\_\_\_\_  
Robert Woodard, Chairman

ATTEST:  
\_\_\_\_\_  
Gary Gross, Clerk to the Board





*Closed Session*

**Description**

The Dare County Board of Commissioners will go into Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County to preserve the attorney-client privilege including the matter of Lowe's v. Dare County.

The Board will also approve previous Closed Session minutes.

**Board Action Requested**

Approve Going Into Closed Session

**Item Presenter**

County Manager, Robert Outten



*Presentation on Opioid Crisis and Litigation*

**Description**

A presentation will be made by a representative of a group of law firms that have joined together in filing civil legal action against those legally responsible for the wrongful distribution of prescription opiates.

Attached is information the County has received describing the opioid crisis and material concerning a proposed action plan and litigation to address the issue.

**Board Action Requested**

Discuss and take appropriate action

**Item Presenter**

County Manager, Robert Outten



# **NC Department of Health and Human Services Opioid and Prescription Drug Abuse Advisory Committee**

**March 16, 2018**

# Welcome and Introductions of Attendees

Alan Dellapenna, Head, Injury and Violence Prevention Branch, Chronic Disease and Injury Section, Division of Public Health

Please share with us...

- Your name
- Your organization/affiliation
  
- *Take breaks as needed*



# Heroin & Fentanyl Trafficking Trends and Law Enforcement Approaches

Leslie Cooley Dismukes  
Criminal Bureau Chief  
North Carolina  
Department of Justice



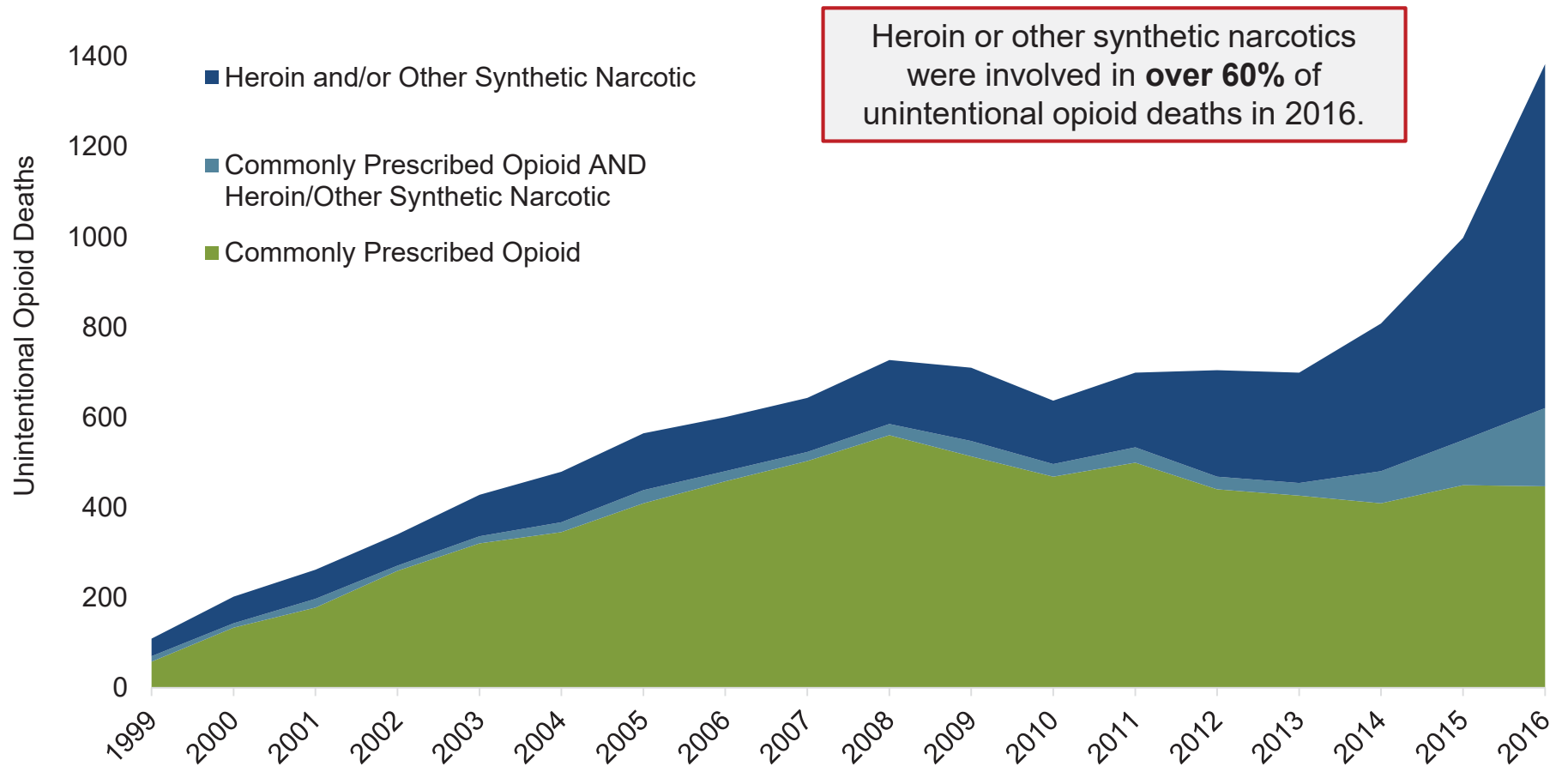
I have no financial interest in the content of this presentation.  
Thank you to DHHS, DEA and HIDTA for these statistics.

# Why are we here?

- Every day, more than 4 North Carolinians die of an accidental drug overdose.
- 58% of these involve heroin, fentanyl, or fentanyl analogues
- Dramatic increase in prescribing – pain as 5<sup>th</sup> vital sign
- Shift in source of supply for heroin and fentanyl
- This epidemic knows no boundaries
- Method of use has changed = wide acceptance

# Unintentional Opioid Overdose Deaths by Opioid Type

North Carolina Residents, 1999-2016



Heroin or other synthetic narcotics were involved in **over 60%** of unintentional opioid deaths in 2016.

Source: N.C. State Center for Health Statistics, Vital Statistics-Deaths, 1999-2016  
Unintentional medication/drug (X40-X44) with specific T-codes by drug type, Commonly Prescribed Opioid Medications=T40.2 or T40.3; Heroin and/or Other Synthetic Narcotics=T40.1 or T40.4.  
Analysis by Injury Epidemiology and Surveillance Unit

# Heroin at a glance:

- Sources
  - Southeast Asia
  - Colombia
  - Mexico
- Types
  - Brown tar – typically west of Mississippi
  - White powder – typically east of Mississippi
    - By 2014, 79% of DEA heroin seizures were Mexican white powder
- Transportation routes & methods
  - White powder markets in northeast are dominated by Mexican cartels
  - Personal vehicles, car carriers, busses, airports (452 in NC), ports

# Increase in purity + decrease in price = BIG PROBLEM

(U) Chart 5. Retail-level Average Purity of Heroin in the United States, 1981 to 2012

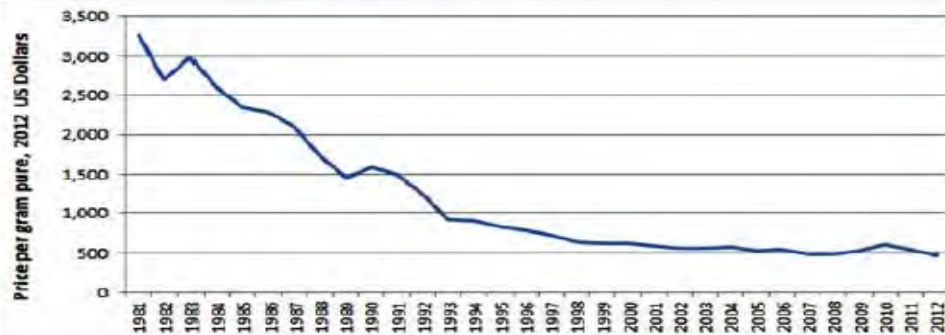


Source: Institute for Defense Analyses and ONDCP

Purity in 1980's = 10%

Purity in 2000 = ~40%

(U) Chart 6. Retail-level Average Price Per Gram Pure, for Heroin in the United States, 1981 to 2012



Source: Institute for Defense Analyses and ONDCP

1981 = \$3,200 per gram

2012 = ~\$600 per gram

# How does Fentanyl factor in?

- What is the benefit of fentanyl?
  - Cheaper to manufacture – farm vs. lab
- Where does it come from?
  - Pharmaceutical fentanyl – transdermal patches and lozenges
  - Clandestine fentanyl – analogues and precursors
    - China
    - Mexico
- How does it get here?
  - The dark web
  - Shipping services – FedEx, UPS, etc
  - Mexican trafficking routes

# How is Fentanyl used by opioid traffickers?

- As a cutting agent
- Disguised as prescription pills
- Whole kilos sold as heroin
- 1g heroin costs \$125-\$175, 1g heroin cut with fentanyl is \$60-\$120
- 1kg of heroin, purchased for ~\$5k generates ~\$80k, where 1kg of fentanyl, purchased for ~\$3.3k generates ~\$1mil

# Arrest/Seizure statistics

- Heroin arrests nearly doubled between 2007 and 2014
- Heroin seizures have increased 80% over 5 years (3,733 kg in 2011 to 6,722kg in 2015)  
(DEA 2016 Heroin Threat Assessment)
- Bindles/bundles/bricks = prepackaged





Heroin + Fentanyl = larger supply

Heroin + Fentanyl = better high

Heroin + Fentanyl = greater profit

Heroin + Fentanyl = unable to be detected

Heroin + Fentanyl = **GREATEST THREAT**

# Law Enforcement Response

- Partnering with SBI, HIDTA, and DEA for best practices
- Change in traditional investigative methods
  - Homicide vs narcotics
  - Field testing
  - Increase in number of overdose death prosecutions
- Partnering with community groups, nonprofits, treatment providers

Leslie Cooley Dismukes  
Criminal Bureau Chief  
North Carolina Department of Justice  
Office: (919) 716-6560  
[ldismukes@ncdoj.gov](mailto:ldismukes@ncdoj.gov)





**Donny Hansen, Atlanta-Carolinas HIDTA**  
**Brian Flemming, Drug Enforcement Administration**  
**Eddie McCormack, Wake County Sherriff's Office**  
**Chief Tony Godwin, Cary Police**

## **Spotlight: Drug Trafficking Panel**

# Q&A/Discussion: Drug Trafficking

**Anna Stein**, Division of Public Health  
**Barbara Moore**, Administrative Office of the Courts  
**Judge Jay Corpening**, Chief District Judge, New Hanover  
& Pender Counties

## Spotlight: NC Court System – Role and Response to Opioid Epidemic



# PSA – What can I do?

<https://www.youtube.com/watch?v=vs5aYyfuJ9o>



# Role of the Judicial Branch

- Educate the Branch
- Evolve our service delivery





# Response to the Opioid Epidemic

- **Regional Judicial Opioid Initiative**
  - 8 States: Illinois, Indiana, Kentucky, Michigan, North Carolina, Ohio, Tennessee and West Virginia
  - Provide education, training and technical assistance across systems regarding the epidemic, and tools to combat it
  - Share data to study trends and target areas for intervention



# RJOI

- Create pilot programs for evidence based interventions, and programs in targeted multi-state sites, as in cities and counties along state borders
- Chief Justice Mark Martin joined in 2017
- One major conference to date (one being rescheduled soon)
- Monthly conference calls
- Frequent Webinars



# RJOI

- Membership:
  - Public Safety
  - Public Health, State and County
  - Health
  - Courts
    - Judges
    - Corrections



# Two Components for us

- JMARC
- Education Across the Branch



# Judicially Managed Accountability and Recovery Court (JMARC)



*Coordinating resources for  
accountability and recovery  
in our communities*

*Same People. Different Outcomes.*



# Accountability and Recovery as a Community Collaborative



# Eligibility Requirements

- Charged with criminal offense
- Must be referred, have a behavioral disorder/substance abuse issue and the inability to navigate treatment
- The District Attorney screens all cases for public safety
- Willingness to come to court monthly and be held accountable
- Participant must be willing to engage in treatment and work toward recovery





# Two Critical Components for a Successful JMARC:

- Case management
- Access to medical and behavioral health therapy



# In a Recovery Court model...

The Court does NOT dictate treatment

The Court supports the individual's treatment plan as determined by the treatment provider



# Quotes from Participants:

- I am always going to face obstacles. What has changed is how I deal with them
- ‘Recovery Court’ saved my life.
- Thank you for believing in me.



***“Do you know what your birthright is?  
To be safe and happy.  
I did not say rich, or famous  
or with a big job or even healthy.  
But we all deserve to be safe and happy.”***

- ***Judge Joe Buckner to Recovery Court participants***



# JMARC- What's Next?

- **ISSUES**

- Drug courts only in 22 of the 44 Judicial Districts
- Lack of resources- staff and services

- **SOLUTIONS**

- Building a comprehensive template for JMARC
- Developing statewide and community collaborations
- Identifying and coordinating statewide and community resources for accountability and recovery



# Education Across the Branch

- 2017- Judge Duane Slone, Tennessee
  - District and Superior Court Judges Fall Educational Conferences
- Corey Ellis, Assistant US Attorney Western District
  - Court Managers Fall Educational Conference
  - Elected Clerks of Superior Court Fall Educational Conference
- Dr. Blake Fagan, Mountain Area Health Education Center
  - Court Managers Spring Educational Conference
  - District and Superior Court Judges Summer Educational Conferences
  - Magistrates Fall Conference
- More to come!



# New Hanover County Response

- Intensive Reunification
  - NAS births
  - SW caseload: 3-5 families
  - Intensive Reunification Specialist: Methodist Homes
  - Parenting Coach
  - Contract Therapist
  - Intensive In Home Services, Coastal Horizons
  - Public Health: CC4C



# Intensive Reunification Program

- Bi-weekly child and family team meetings with entire team
  - 3-5 extended supervised visits a week (sometimes more)
  - Goal: trial home placement in 90 days
  - Custody in 6 months
  - The changes I see?
- 
- Results: placement 70% of cases in 4 months or less





# What's Driving the need?

- Wilmington, NC: #1 in America in prescription opioid abuse
  - Castlight Health Study, 2016
- NAS births: tripled 2016 to 2017
- DSS caseload up dramatically in last 5 years: 93%



## More Responses:

- Community Partners Coalition
- Health Leadership Council
- CJAG and PSA's
- LARC Education Program



# QUESTIONS?



# Thank You



Barbara Moore

[Barbara.D.Moore@nccourts.org](mailto:Barbara.D.Moore@nccourts.org)

J. Corpening

[Julius.H.Corpening@nccourts.org](mailto:Julius.H.Corpening@nccourts.org)

# **Q&A/Discussion: NC Court System – Role and Response to the Opioid Epidemic**



Mary Beth Cox, Division of Public Health

# NC Opioid Action Plan Data Dashboard

# NC Opioid Action Plan Data Dashboard Preview

## METRICS FOR NC'S OPIOID ACTION PLAN

Metrics	Baseline Data (2016, Q4)	2021 Trend/Goal
<b>OVERALL</b>		
Number of unintentional opioid-related deaths to NC Residents (ICD-10)	335	20% reduction in expected 2021 number
Number of ED visits that received an opioid overdose diagnosis (all intents)	998	20% reduction in expected 2021 number
<b>Reduce oversupply of prescription opioids</b>		
Average rate of multiple provider episodes for prescription opioids (times patients received opioids from ≥5 prescribers dispensed at ≥5 pharmacies in a six month period), per 100,000 residents	29.9 per 100,000	Decreasing trend
Total number of opioid pills dispensed	145,997,895	Decreasing trend
Percent of patients receiving more than an average daily dose of >90 MME of opioid analgesics	6.7%	Decreasing trend
Percent of prescription days any patient had at least one opioid AND at least one benzodiazepine prescription on the same day	25.3%	Decreasing trend
<b>Reduce Diversion/Flow of Illicit Drugs</b>		
Percent of opioid deaths involving heroin or fentanyl/fentanyl analogues	58.7%	-----
Number of acute Hepatitis C cases	43	Decreasing trend
<b>Increase Access to Naloxone</b>		
Number of EMS naloxone administrations	3,185	-----
Number of community naloxone reversals	817	Increasing trend
<b>Treatment and Recovery</b>		
Number of buprenorphine prescriptions dispensed	133,712	Increasing trend
Number of uninsured individuals and Medicaid beneficiaries with an opioid use disorder served by treatment programs	15,187	Increasing trend
Number of certified peer support specialists (CPSS) across NC	2,352	Increasing trend

Source: North Carolina's Opioid Action Plan, January 2018

[https://files.nc.gov/ncdhhs/documents/Opioid%20Action%20Plan%20Metrics\\_UPDATED-Jan%202018.pdf](https://files.nc.gov/ncdhhs/documents/Opioid%20Action%20Plan%20Metrics_UPDATED-Jan%202018.pdf)

# Announcements and News

Scott Proescholdbell, Epidemiologist, Injury and Violence Prevention Branch, Division of Public Health

- Have 3 breakout rooms available to talk and network
  - Rooms 2a, 2b & 9
  - Available until 1:30
- OPDAAC Website: <https://sites.google.com/view/ncpdaac>
- THANK YOU!

*(Please take food and travel safely!)*



# Questions

**Nidhi Sachdeva, MPH**

*Injury Prevention Consultant*

Injury and Violence Prevention Branch

North Carolina Division of Public Health

[Nidhi.Sachdeva@dhhs.nc.gov](mailto:Nidhi.Sachdeva@dhhs.nc.gov)

919.707.5428

**Sara J. Smith, MA, CHES**

*Communication Consultant*

Injury and Violence Prevention Branch

North Carolina Division of Public Health

[Sara.j.smith@dhhs.nc.gov](mailto:Sara.j.smith@dhhs.nc.gov)

919.707.5431



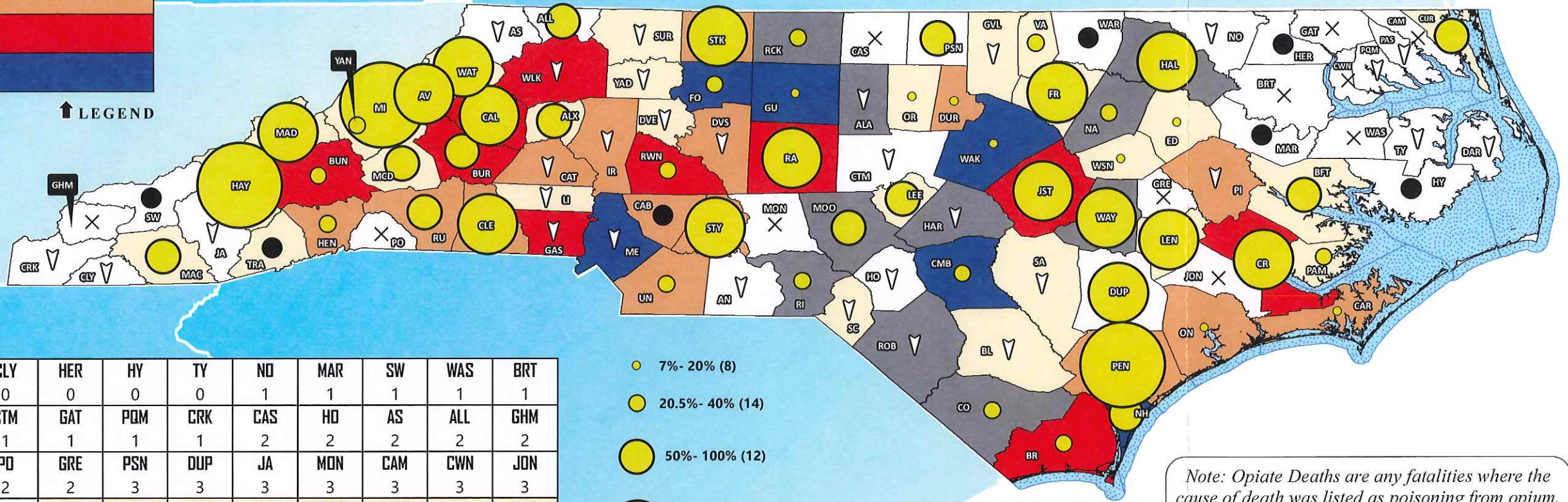
**Thank you!**

# NUMBER OF OPIATE DEATHS AND PERCENT CHANGE (2014-15)

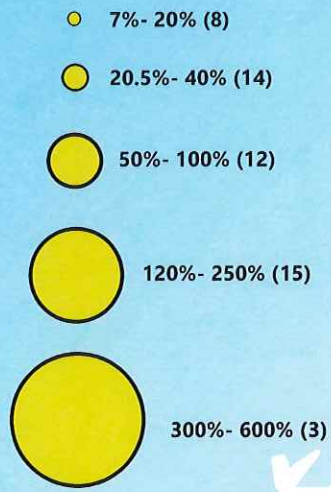
Number of Opiate Fatalities

0-3 (32)
4-8 (27)
9-11 [AVG] (10)
12-19 (15)
22-31 (10)
41-62 (6)

LEGEND



WAR	CLY	HER	HY	TY	NO	MAR	SW	WAS	BRT
0	0	0	0	0	1	1	1	1	1
AN	CTM	GAT	PQM	CRK	CAS	HO	AS	ALL	GHM
1	1	1	1	1	2	2	2	2	2
PAS	PO	GRE	PSN	DUP	JA	MON	CAM	CWN	JON
2	2	2	3	3	3	3	3	3	3
DAR	AV	MI	TRA	DVE	PAM	CUR	MAC	SA	BFT
3	3	4	4	4	4	4	4	5	5
VA	SC	GVL	BL	YAD	LI	YAN	WSN	ED	MAD
5	5	5	5	5	5	5	6	6	6
ALX	OR	LEN	FR	LEE	SUR	WAT	MCD	HAY	CO
6	6	7	7	7	7	7	8	8	9
WAY	HAL	HAR	RCK	ALA	NA	RI	ROB	MOO	PI
9	10	10	11	11	11	11	11	11	12
STY	STK	HEN	RU	PEN	IR	CAR	ON	DUR	CAB
12	13	13	14	14	15	15	15	17	17
CAT	CLE	UN	DVS	CR	JST	CAL	BR	WLK	RWN
17	18	18	19	22	23	23	24	24	29
BUN	GAS	RA	BUR	CMB	NH	GU	FO	ME	WAK
29	30	30	31	41	45	47	53	61	62



Percent Increase from 2014 Opiate Deaths

X	▽	●
PERCENT CHANGE NA (11)	DECREASE IN DEATHS (30)	NO CHANGE IN DEATHS (7)

Note: Opiate Deaths are any fatalities where the cause of death was listed as poisoning from opium, heroin, other opioids, methadone and/or other synthetic opioid. This map allows us to analyze two variables: (1) raw count of opiate deaths in the year 2015 per county, which are represented by the legend in the upper left hand corner and by the figures in the table on the left, and (2) percent change/increase from the number of opiate deaths in 2014, which is represented by the symbols next to the table. In regards to North Carolina's opiate crisis, this allows us to see which counties are in need of more help and which counties are succeeding in their efforts to reduce the number of fatal opiate cases. All counties marked as "percent change NA" are counties that did not report any opiate fatalities in 2014.

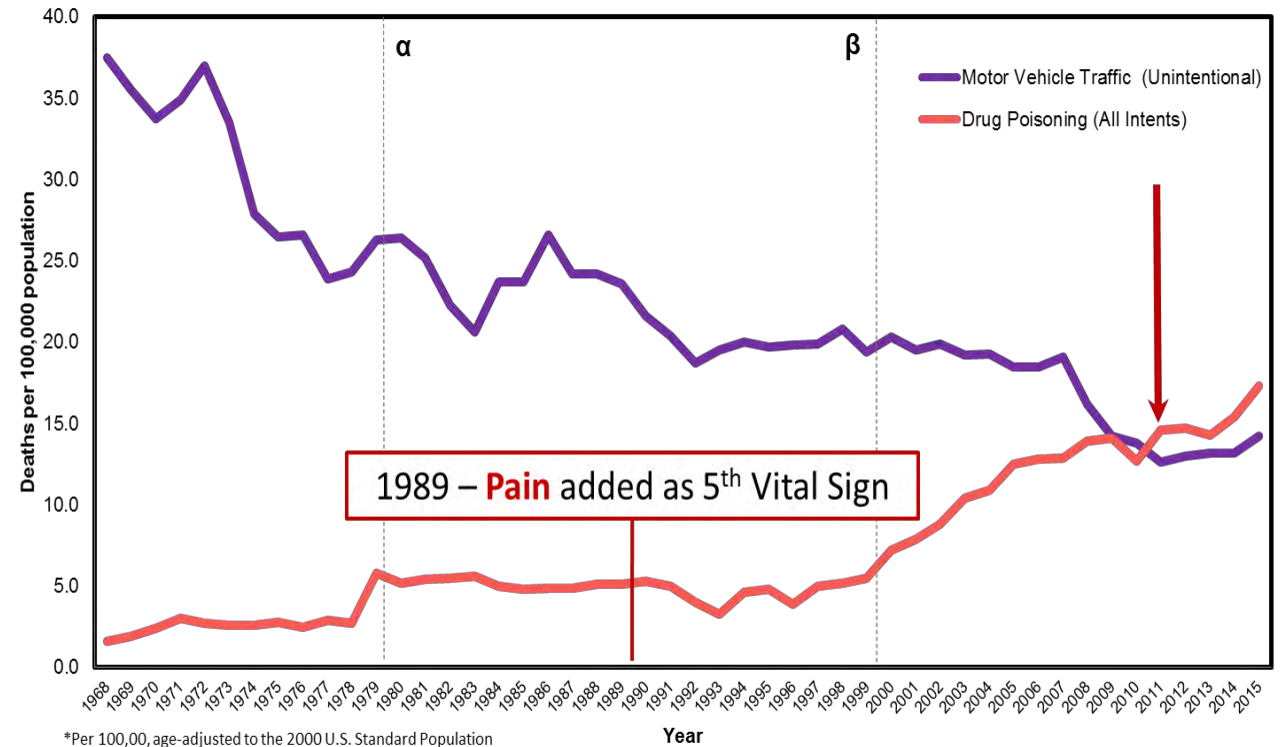
# **NORTH CAROLINA'S OPIOID ACTION PLAN 2017-2021**

# **UNDERSTANDING THE CRISIS**

**3** PEOPLE **DIE EACH DAY** FROM  
**OPIOID OVERDOSE IN NC**

NC is experiencing the consequences of 25+ years of prescribing more opioids at higher doses.

## Death Rates\* for Two Selected Causes of Injury, North Carolina, 1968-2015



\*Per 100,00, age-adjusted to the 2000 U.S. Standard Population

α - Transition from ICD-8 to ICD-9

β - Transition from ICD-9 to ICD-10

National Vital Statistics System, <http://wonder.cdc.gov>, multiple cause dataset

Source: Death files, 1968-2015, CDC WONDER

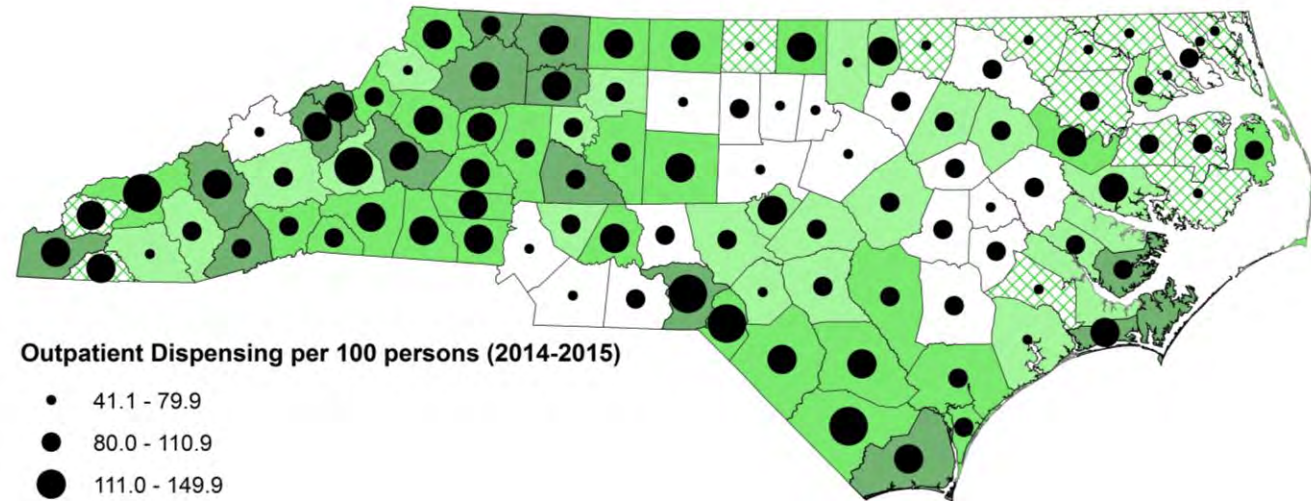
Analysis by Injury Epidemiology and Surveillance Unit

While this medical practice has improved pain control for some...

...it has also contributed to **opioid addiction, overdose, and death.**

Opioid overdose is more common in counties where more prescriptions are dispensed

North Carolina Residents, 2011-2015



Outpatient Dispensing per 100 persons (2014-2015)

- 41.1 - 79.9
- 80.0 - 110.9
- 111.0 - 149.9
- 150.0 +

Overdose Rates per 100,000 persons (2011-2015)

- 0 - 4
- 5 - 7
- 8 - 11
- 12+
- ▨ Rate not calculated <5 deaths

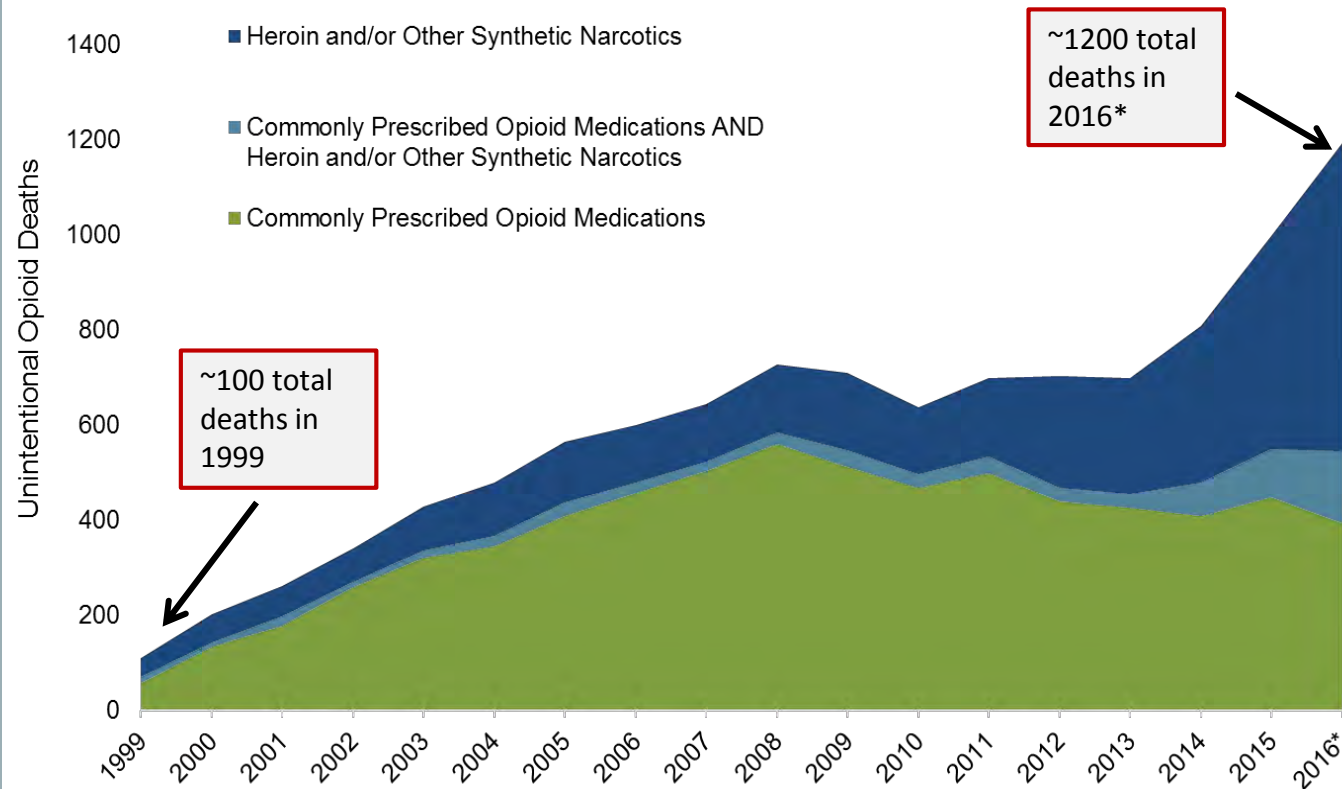
Average mortality rate:  
**6.4 per 100,000 persons**

Average dispensing rate:  
**89.4 per 100 persons**

Data Source: Proescholdbell SK, Cox ME, Asbun A. Death Rates from Unintentional and Undetermined Prescription Opioid Overdoses and Dispensing Rates of Controlled Prescription Opioid Analgesics-2011-2015. NC Med J. 2017 Mar-Apr; 78(2):142-143.

With unprecedented availability of cheap heroin and fentanyl...  
**MORE PEOPLE ARE DYING.**

**Unintentional opioid deaths have increased more than 10 fold\***  
**Heroin or other synthetic narcotics are now involved in over 50% of deaths\***



\*2016 data are provisional  
 Source: N.C. State Center for Health Statistics, Vital Statistics-Deaths, 1999-2016

Unintentional medication/drug (X40-X44) with specific T-codes by drug type.  
 Commonly Prescribed Opioid Medications=T40.2 or T40.3; Heroin and/or Other Synthetic Narcotics=T40.1 or T40.4.  
 Numbers of deaths from other synthetic narcotics may represent both prescription synthetic opioid deaths and non-pharmaceutical synthetic opioids because synthetic opioids produced illicitly (e.g., non-pharmaceutical fentanyl) are not identified separately from prescription ('pharmaceutical') synthetic opioids in ICD-10 codes.



# FOR EVERY OPIOID POISONING DEATH

There were...

**just under 3 hospitalizations**

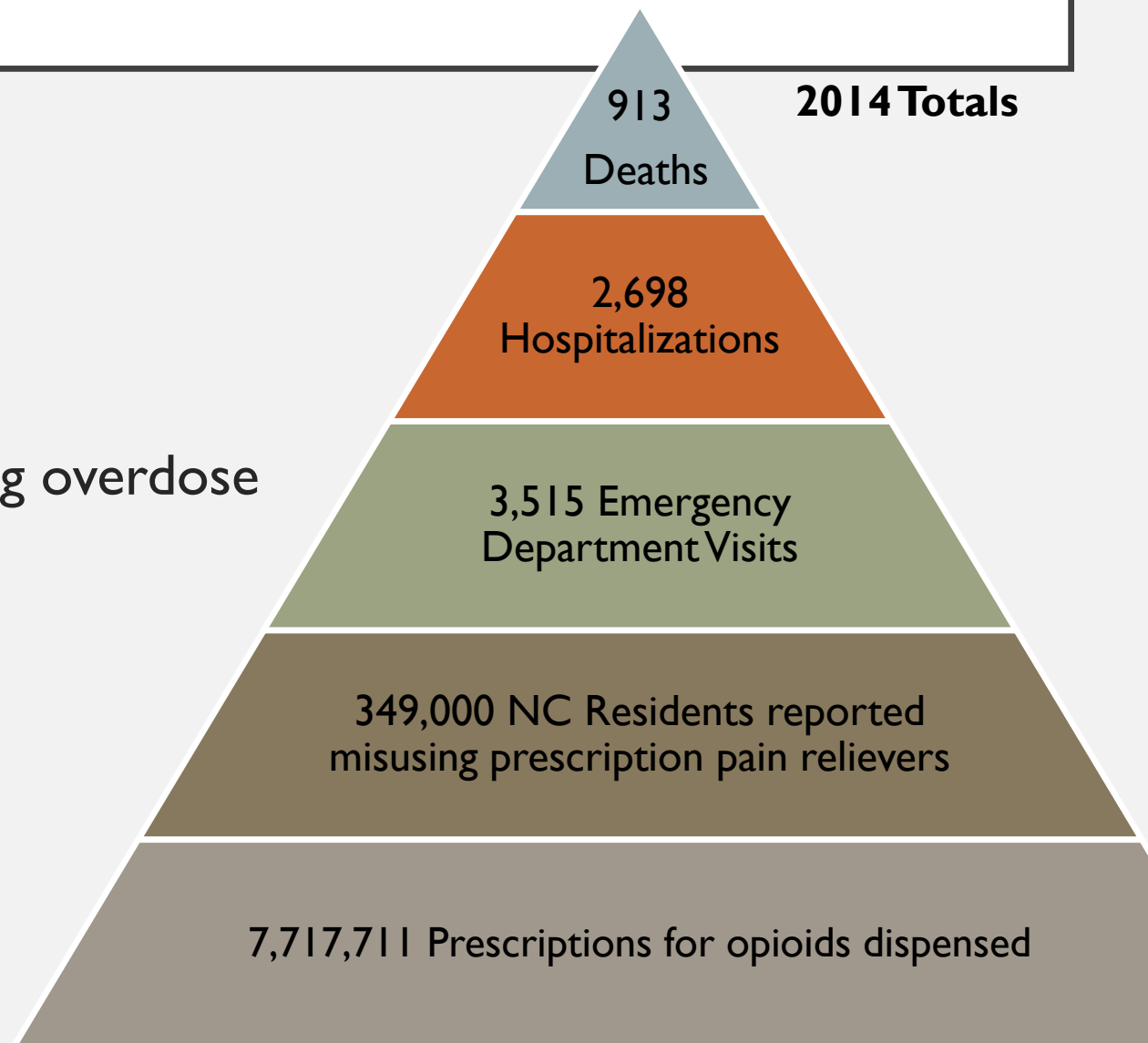


**nearly 4 ED visits** due to medication or drug overdose



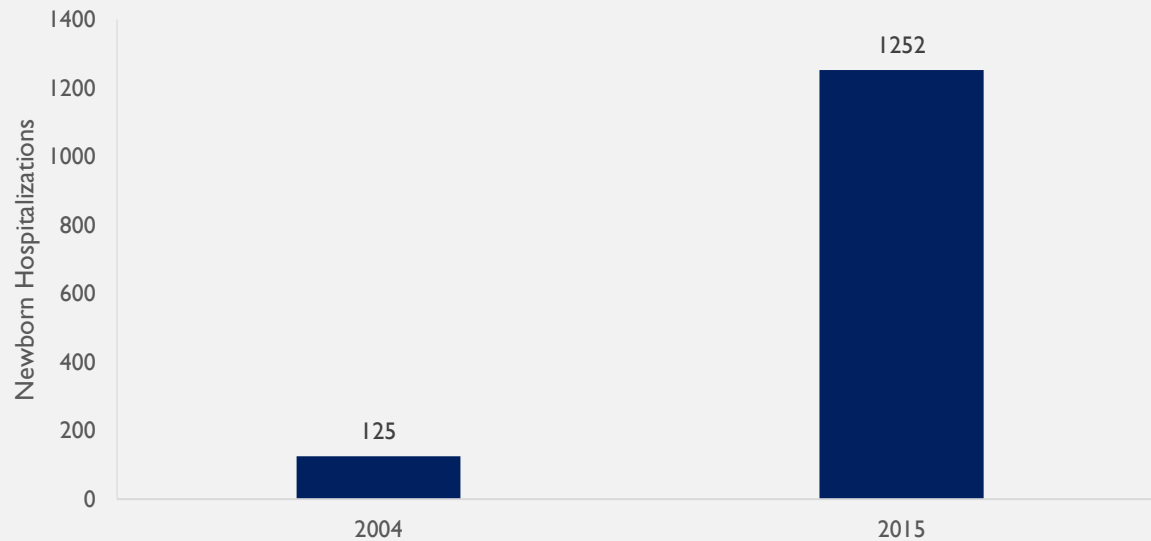
**over 380 people** who misused prescription pain relievers

**and almost 8,500 prescriptions** for opioids dispensed



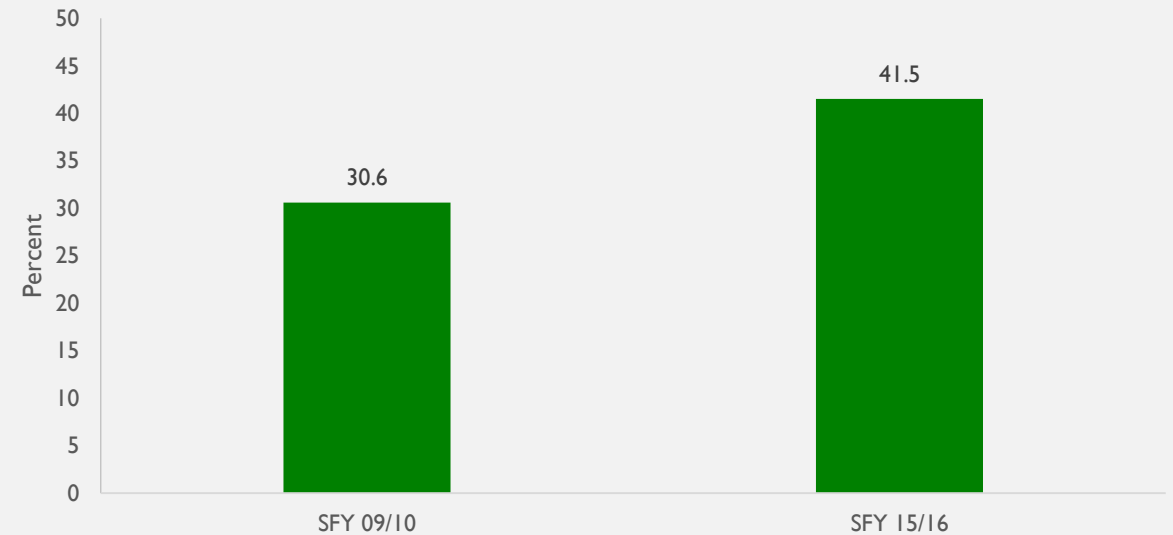
# THE EPIDEMIC IS DEVASTATING OUR **FAMILIES**

**Number of Hospitalizations Associated with Drug Withdrawal in Newborns**  
North Carolina Residents, 2004-2015



Source: N.C. State Center for Health Statistics, Hospital Discharge Dataset, 2004-2015 and Birth Certificate records, 2004-2015  
Analysis by Injury Epidemiology and Surveillance Unit

**Percent of Children Entering Foster Care in NC with Parental Substance Use as a Factor in Out-of-Home Placement**  
SFY 09/10-15/16



Source: NC DHHS Client Services Data Warehouse, Child Placement and Payment System  
Prepared by Performance Management/Reporting & Evaluation Management, July 2016

# Many organizations\* across NC are addressing the opioid overdose epidemic.



North Carolina has  
achieved some  
**successes ...**

***AND HAS MORE  
WORK TO DO.***

***Overdose  
death is  
preventable.***

# FOCUS AREAS

Given that the opioid epidemic is complex, we plan to implement comprehensive strategies in the following focus areas to reduce opioid addiction and overdose death:

- 1. Create a coordinated infrastructure**
- 2. Reduce oversupply of prescription opioids**
- 3. Reduce diversion of prescription drugs and flow of illicit drugs**
- 4. Increase community awareness and prevention**
- 5. Make naloxone widely available and link overdose survivors to care**
- 6. Expand treatment and recovery oriented systems of care**
- 7. Measure our impact and revise strategies based on results**

# **PRESCRIPTION DRUG ABUSE ADVISORY COMMITTEE (PDAAC)**

- Session Law 2015-241, Section 12F.16.(m), established PDAAC
- PDAAC is convened by the NC Department of Health and Human Services and has met quarterly since March 2016
- Over 215 members represent a variety of organizations and fields
- This Action Plan builds on recommendations from the PDAAC, which will lead coordination and implementation of the Plan
- This Plan does not include all efforts or partners, but outlines certain key actions to reduce opioid addiction and overdose death

# **ACTION PLAN**

# I. COORDINATED INFRASTRUCTURE

Strategy	Action	Leads
<b>PDAAC leadership</b>	Designate an Opioid Action Plan Executive Chair for the PDAAC to lead NC Opioid Action Plan	DHHS
<b>Advisory council</b>	Convene a group of current and former opioid users and others in recovery to guide Plan components and implementation of strategic actions	DHHS, NCHRC, RCOs, DPS
<b>Build and sustain local coalitions</b>	Convene local stakeholders and facilitate activities to: 1) Increase naloxone access; 2) Establish syringe exchange programs; 3) Increase linkages to SUD and pain treatment support; 4) Establish peer recovery support services; 5) Organize drug takeback programs and events/encourage safe storage of medications; 6) Promote the adoption of fair chance hiring practices; 7) Promote education to prevent youth substance use initiation in schools and other venues; and, 8) Identify and advocate for local funding	NCACC, LHDs, Local coalitions, DPH, DMH, AHEC, LME/MCOs



## 2. REDUCE OVERSUPPLY OF PRESCRIPTION DRUGS

Strategy	Action	Leads
<b>Safe prescribing policies</b>	Develop and adopt model health system policies on safe prescribing (e.g. ED and surgical prescribing policies, co-prescribing of naloxone, checking the CSRS, linking to PCPs)	NCHA, DMA, Licensing boards and professional societies
	Create and maintain continuing education opportunities and resources for prescribers to manage chronic pain	GI, AHEC, CCNC, DMA, Licensing boards and professional societies
<b>CSRS utilization</b>	Register 100% of eligible prescribers and dispensers in CSRS	DMH, Licensing boards and professional societies
	Provide better visualization of the data (easy to read charts and graphs) to enable providers to make informed decisions at the point of care	DMH, IPRC, CHS, GDAC, DIT
	Develop connections that would enable providers to make CSRS queries from the electronic health record	DMH, GDAC, NCHA, DIT
	Report data to all NC professional boards so they can investigate aberrant prescribing or dispensing behaviors	Licensing boards and professional societies
<b>Medicaid and commercial payer policies</b>	Convene a Payers Council to identify and implement policies that reduce oversupply of prescription opioids (e.g. lock-in programs) and improve access to SUD treatment and recovery supports	DHHS, DMA, BCBSNC, SHP and other payers, CCNC, LME/MCOs
<b>Workers' compensation policies</b>	Identify and implement policies to promote safer prescribing of opioids to workers' compensation claimants	Industrial Commission, workers' compensation carriers

### 3. REDUCE DIVERSION AND FLOW OF ILLICIT DRUGS

Strategy	Action	Leads
<b>Trafficking investigation and response</b>	Establish a trafficking investigation and enforcement workgroup to identify actions required to curb the flow of diverted prescription drugs (e.g. CSRS access for case investigation) and illicit drugs like heroin, fentanyl, and fentanyl analogues	AG, HIDTA, SBI, DEA, Local law enforcement
<b>Diversion prevention and response</b>	Develop model healthcare worker diversion prevention protocols and work with health systems, long-term care facilities, nursing homes, and hospice providers to adopt them	NCHA, AG, DMH, Licensing boards and professional societies
<b>Drug takeback, disposal, and safe storage</b>	Increase the number of drug disposal drop boxes in NC – including in pharmacies, secure funding for incineration, and promote safe storage	DOI Safe Kids NC, SBI, Local law enforcement, AG, NCAP, NCRMA, CCNC, LHDs
<b>Law enforcement and public employee protection</b>	Train law enforcement and public sector employees in recognizing presence of opioids, opioid processing operations, and personal protection against exposure to opioids	DPH, Local law enforcement

# 4. INCREASE COMMUNITY AWARENESS AND PREVENTION

Strategy	Action	Leads
<b>Public education campaign</b>	<p>Identify funding to launch a large-scale public education campaign to be developed by content experts using evidence-based messaging and communication strategies</p> <p>Potential messages could include:</p> <ul style="list-style-type: none"> <li>▪ Naloxone access and use</li> <li>▪ Patient education regarding expectations around pain management/opioid alternatives</li> <li>▪ Patient education to be safe users of controlled substances</li> <li>▪ Linkage to care, how to navigate treatment</li> <li>▪ Safe drug disposal and storage</li> <li>▪ Stigma reduction</li> <li>▪ Addiction as a disease: recovery is possible</li> </ul>	DHHS, Advisory Council, PDAAC, Partners
<b>Youth primary prevention</b>	Build on community-based prevention activities to prevent youth and young adult initiation of drug use (e.g. primary prevention education in schools, colleges, and universities)	DMH, LME/MCOs, Local coalitions

# 5. INCREASE NALOXONE AVAILABILITY

Strategy	Action	Leads
<b>Law enforcement naloxone administration</b>	Increase the number of law enforcement agencies that carry naloxone to reverse overdose among the public	NCHRC, DPS, OEMS, Local law enforcement, AG
<b>Community naloxone distribution</b>	Increase the number of naloxone overdose rescue kits distributed through communities to lay people	NCHRC, DPH, LHDs, LME/MCOs, OTPs, CCNC
<b>Naloxone co-prescribing</b>	Create and adopt strategies to increase naloxone co-prescribing within health systems, PCPs	NCHA, NCAP, CCNC, Licensing boards and professional societies
<b>Pharmacist naloxone dispensing</b>	Train pharmacists to provide overdose prevention education to patients receiving opioids and increase pharmacist dispensing of naloxone under the statewide standing order	NCAP, NCBP, CCNC
<b>Safer Syringe Initiative</b>	Increase the number of SEP programs and distribute naloxone through them	NCHRC, DPH, LHDs

# 6. EXPAND TREATMENT ACCESS

Strategy	Action	Leads
<b>Care linkages</b>	Work with health systems to develop and adopt model overdose discharge plans to promote recovery services and link to treatment care	NCHA, LME/MCOs
	Link patients receiving office-based opioid treatment to counseling services for SUD using case management or peer support specialists	DMH, RCOs, APNC, CCNC, LME/MCOs, NCATOD
<b>Treatment access</b>	Increase state and federal funding to serve greater numbers of North Carolinians who need treatment	All
<b>MAT access: Office-based opioid treatment</b>	Offer DATA waiver training in all primary care residency programs and NP/PA training programs in NC	DHHS, NCHA, AHEC, NCAFP, Medical Schools
	Increase providers' ability to prescribe MAT through ECHO spokes and other training opportunities	DMH, UNC, ORH, AHEC, FQHCs
	Increase opportunities for pharmacists to collaborate with PCPs and specialty SUD providers to coordinate MAT	NCAP, NCBP, AHEC, UNC
<b>Integrated care</b>	Increase access to integrated physical and behavioral healthcare for people with opioid use disorder	DHHS, Health systems, LHDs

## 6. EXPAND TREATMENT ACCESS, Cont'd

Strategy	Action	Leads
<b>Transportation</b>	Explore options to provide transportation assistance to individuals seeking treatment	DMH, LME/MCOs, DSS, Local government
<b>Law Enforcement Assisted Diversion</b>	Implement additional Law Enforcement Assisted Diversion (LEAD) programs to divert low level offenders to community-based programs and services	NCHRC, AG, DAs, DMH
<b>Special Populations: Pregnant women</b>	Increase number of OB/GYN and prenatal prescribers with DATA waivers to prescribe MAT	NCOGS, Professional societies
	Support pregnant women with opioid addiction in receiving prenatal care, SUD treatment, and promoting healthy birth outcomes	DMA, CCNC, DPH, DMH, LME/MCOs, DSS
<b>Special populations: Justice-involved persons</b>	Provide education on opioid use disorders and overdose risk and response at reentry facilities, local community corrections, and TASC offices	DPS, DMH, NCHRC
	Expand in-prison/jail and post-release MAT and on-release naloxone for justice involved persons with opioid use disorder	DPS, DMH, Local government

# 6. EXPAND RECOVERY SUPPORT

Strategy	Action	Leads
<b>Community paramedicine</b>	Increase the number of community paramedicine programs whereby EMS links overdose victims to treatment and support	OEMS, DMH, LMEs/MCOs
<b>Post-reversal response</b>	Increase the number of post-reversal response programs coordinated between law enforcement, EMS, and/or peer support/case workers	NCHRC, Local LE, OEMS, RCOs, AG, LME/MCOs
<b>Community-based support</b>	Increase the number of community-based recovery supports (e.g. support groups, recovery centers, peer recovery coaches)	DMH, RCOs, ORH, LME/MCOs
<b>Housing</b>	Increase recovery-supported transitional housing options to provide a supportive living environment and improve the chance of a successful recovery	DMH, LME/MCOs, Local government and coalitions
<b>Employment</b>	Reduce barriers to employment for those with criminal history	Local government and coalitions
<b>Recovery Courts</b>	Maintain and enhance therapeutic (mental health, recovery and veteran) courts	Local government, Judges and DAs

# 7. MEASURE IMPACT

Strategy	Action	Leads
<b>Metrics/Data</b>	Create publicly accessible data dashboard of key metrics to monitor impact of this plan	DPH, DMH
<b>Surveillance</b>	Establish a standardized data collection system to track law enforcement and lay person administered naloxone reversal attempts	OEMS, Law Enforcement, CPC, NCHRC
	Create a multi-directional notification protocol to provide close to real-time information on overdose clusters (i.e. EMS calls, hospitalizations, arrests, drug seizures) to alert EMS, law enforcement, healthcare providers	HIDTA, SBI, DEA, DPH, OEMS, CPC, LHDs, Local law enforcement
<b>Research/Evaluation</b>	Establish an opioid research consortium and a research agenda among state agencies and research institutions to inform future work and evaluate existing work	UNC, Duke, RTI, other Universities/colleges, DPH, DMH, AHEC/Academic Research Centers



# COORDINATED ACTIONS

To successfully combat this epidemic, the Action Plan envisages coordinated actions among:

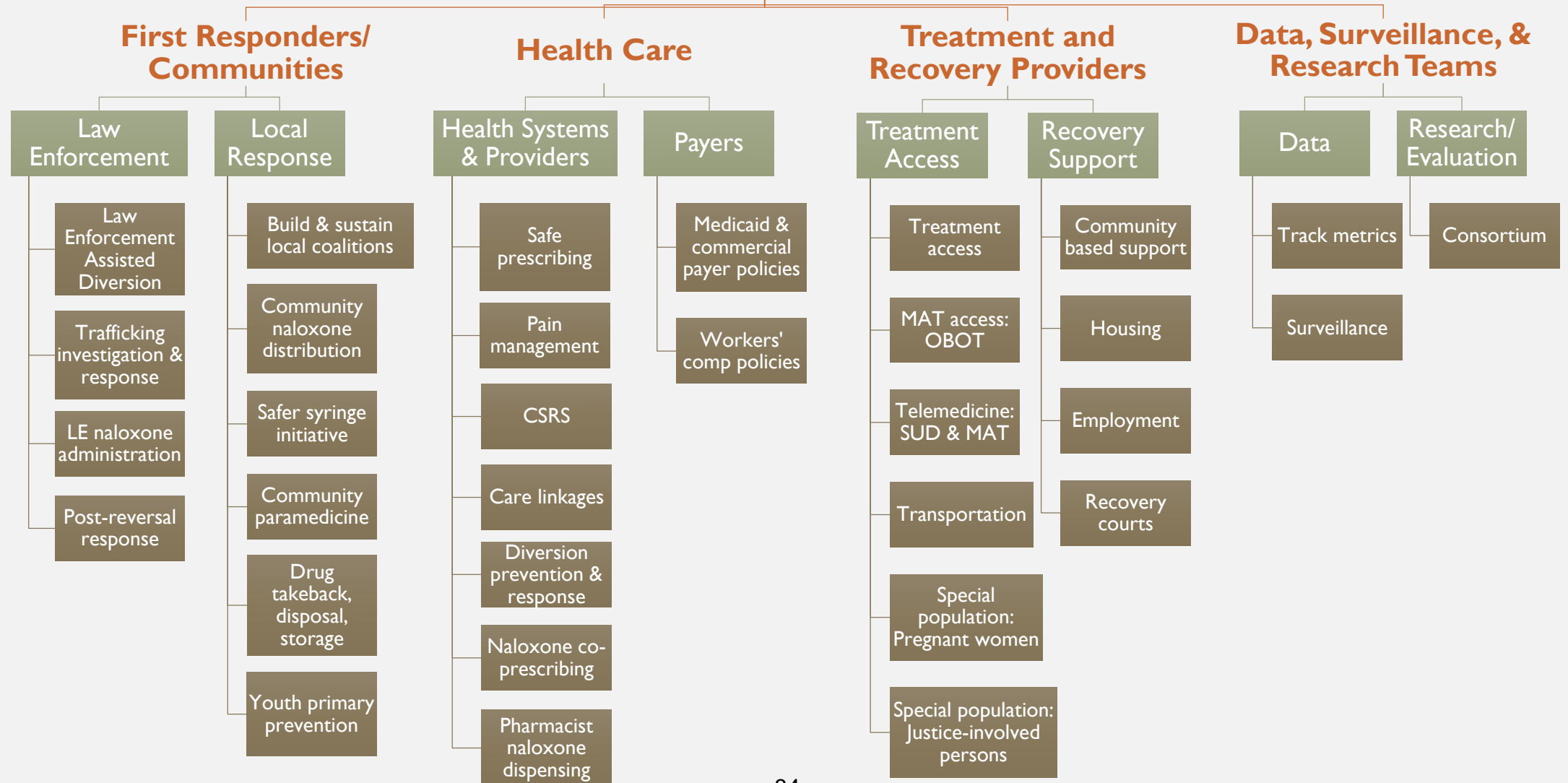
- **First Responders and Communities**
- **Health Care/Payers**
- **Treatment and Recovery Providers**
- **Data, Surveillance, and Research Teams**

# North Carolina Opioid Action Plan

Prescription Drug Abuse Advisory Committee (PDAAC)

Public education

Advisory council

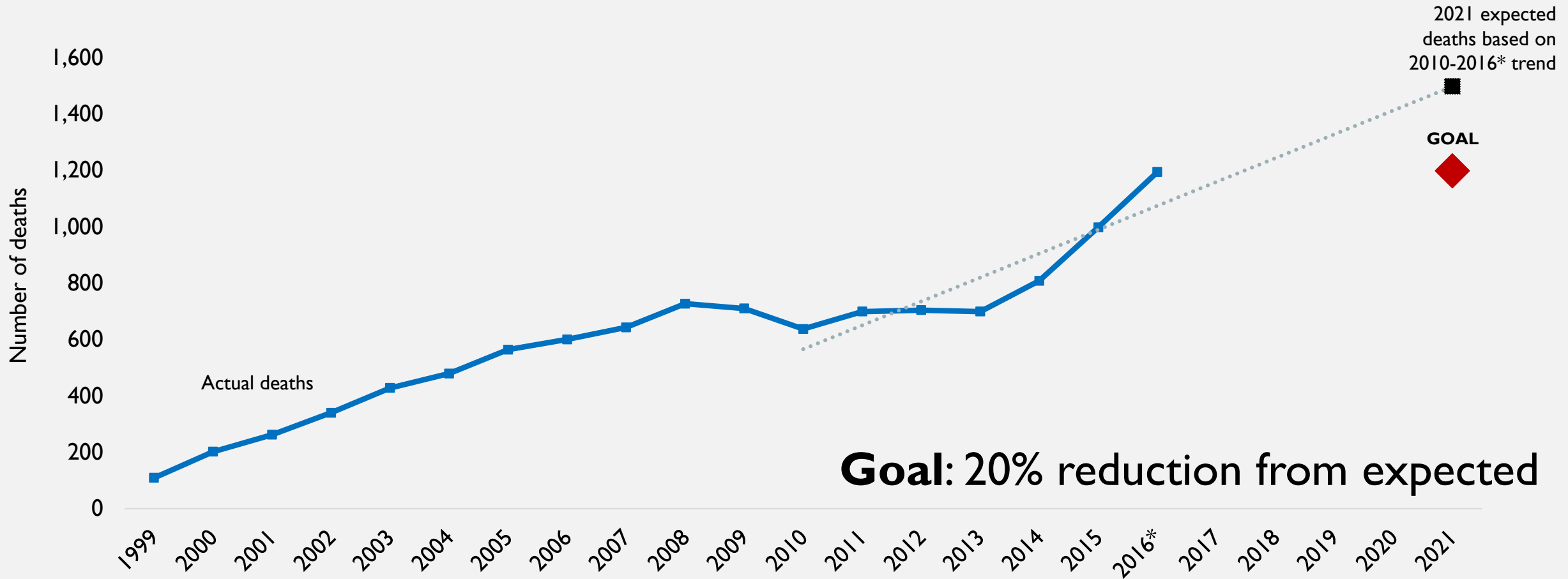


# **MEASURING PROGRESS**

# METRICS FOR NC'S OPIOID ACTION PLAN

Metrics	Current Data	2021 Trend/Goal
<b>OVERALL</b>		
Number of unintentional opioid-related deaths (ICD10)	1,194 (2016, provisional)	20% reduction in expected 2021 number
Rate of opioid ED visits (all intents)	38.2 per 100,000 residents (2015)	20% reduction in expected 2021 rate
<b>Reduce oversupply of prescription opioids</b>		
Rate of multiple provider episodes for prescription opioids (times patients received opioids from ≥5 prescribers dispensed at ≥5 pharmacies in a six-month period), per 100,000 residents	27.3 per 100,000 residents (2016)	Decreasing trend
Total number of opioid pills dispensed	555,916,512 (2016)	Decreasing trend
Percent of patients receiving more than an average daily dose of >90 MME of opioid analgesics, per quarter	12.3% (Q1 2017)	Decreasing trend
Percent of prescription days any patient had at least one opioid AND at least one benzodiazepine prescription on the same day, per quarter	21.1% (Q1 2017)	Decreasing trend
<b>Reduce Diversion/Flow of Illicit Drugs</b>		
Percent of opioid deaths involving heroin or fentanyl/fentanyl analogues	58.4% (2016, provisional)	-----
Number of acute Hepatitis C cases	182 (2016, provisional)	Decreasing trend
<b>Increase Access to Naloxone</b>		
Number of EMS naloxone administrations	13,069 (2016, provisional)	-----
Number of community naloxone reversals	3,616 (2016)	Increasing trend
<b>Treatment and Recovery</b>		
Number of buprenorphine prescriptions dispensed	467,243 (2016)	Increasing trend
Number of uninsured individuals with an opioid use disorder served by treatment programs	12,248 (SFY16)	Increasing trend
Number of certified peer support specialists (CPSS) across NC	2,383 (2016)	Increasing trend

# NUMBER OF UNINTENTIONAL OPIOID-RELATED DEATHS



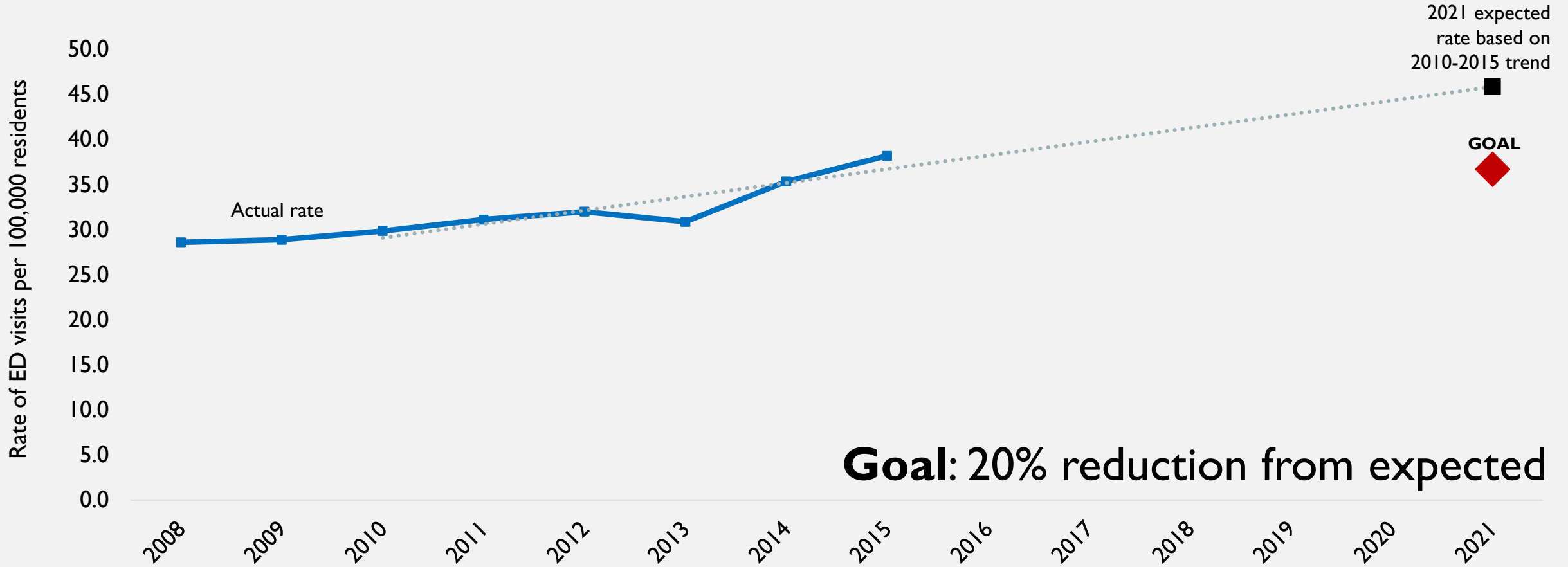
**Goal: 20% reduction from expected**

\*2016 data are preliminary and subject to change, current as of June 1, 2017

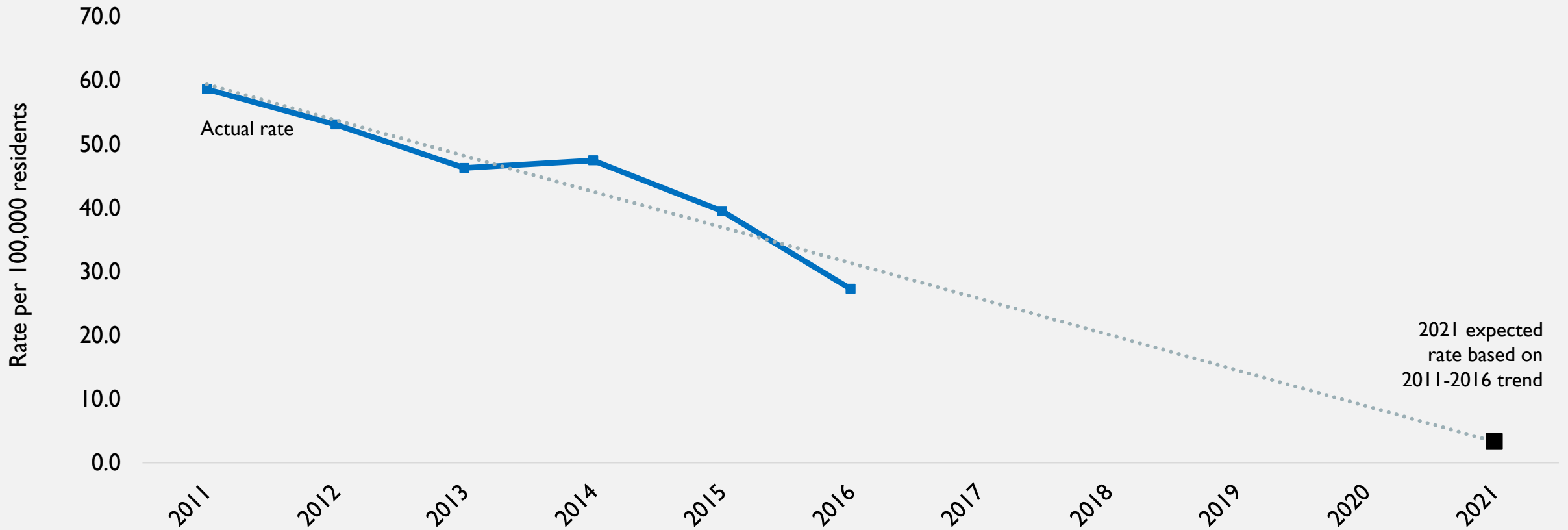
Source: NC State Center for Health Statistics, Vital Statistics-Deaths, 1999-2016\* (ICD10 coded data)

Detailed technical notes on all metrics available from NC DHHS

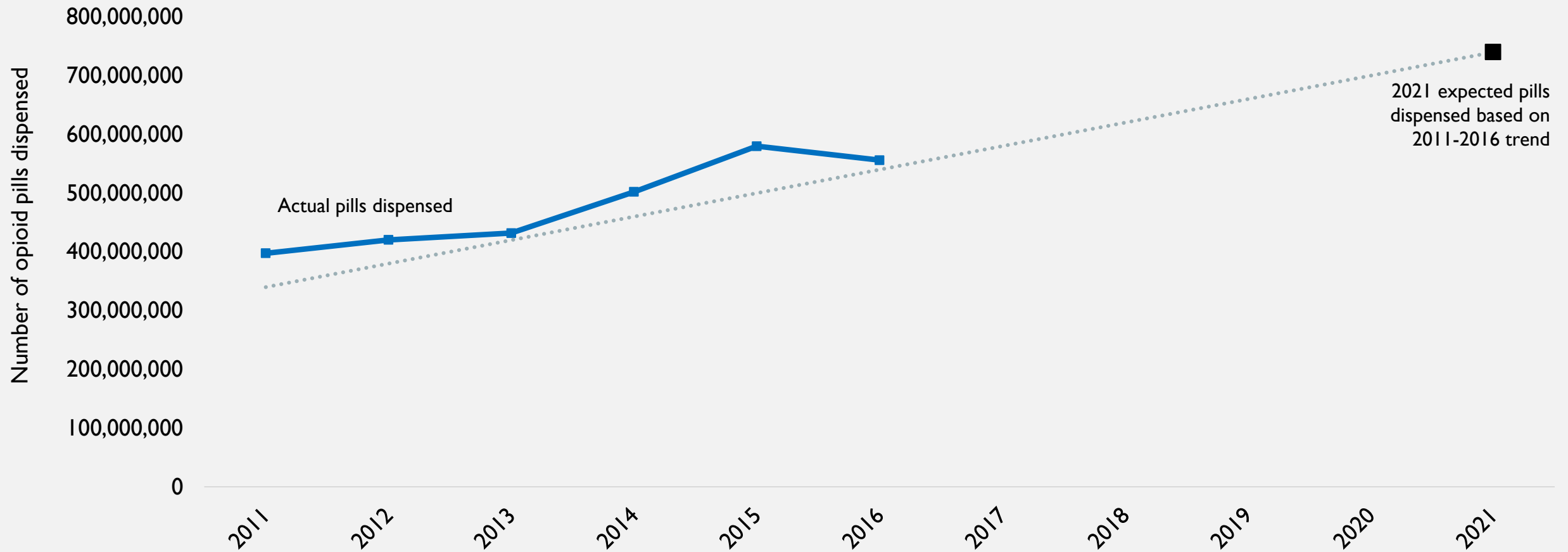
# RATE OF OPIOID ED VISITS



**RATE OF MULTIPLE PROVIDER EPISODES FOR PRESCRIPTION OPIOIDS  
(TIMES PATIENTS RECEIVED OPIOIDS FROM  $\geq 5$  PRESCRIBERS DISPENSED AT  
 $\geq 5$  PHARMACIES IN A SIX-MONTH PERIOD), PER 100,000 RESIDENTS**

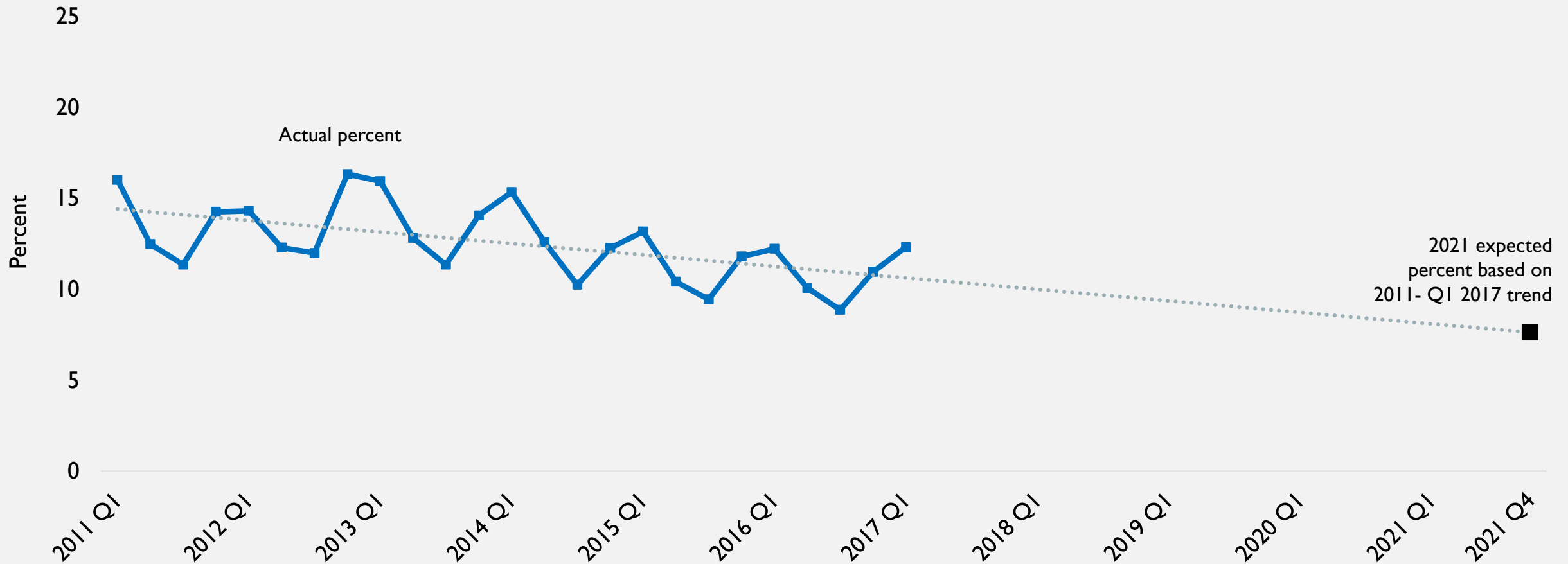


# TOTAL NUMBER OF OPIOID PILLS DISPENSED

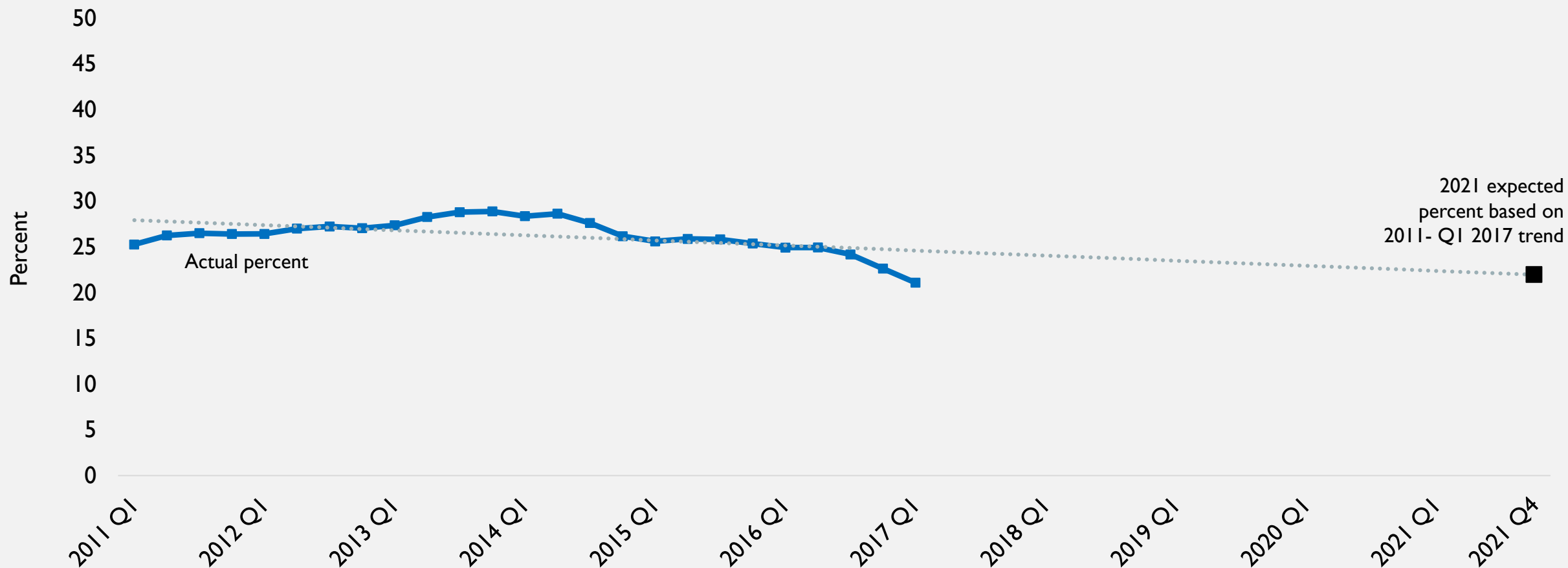




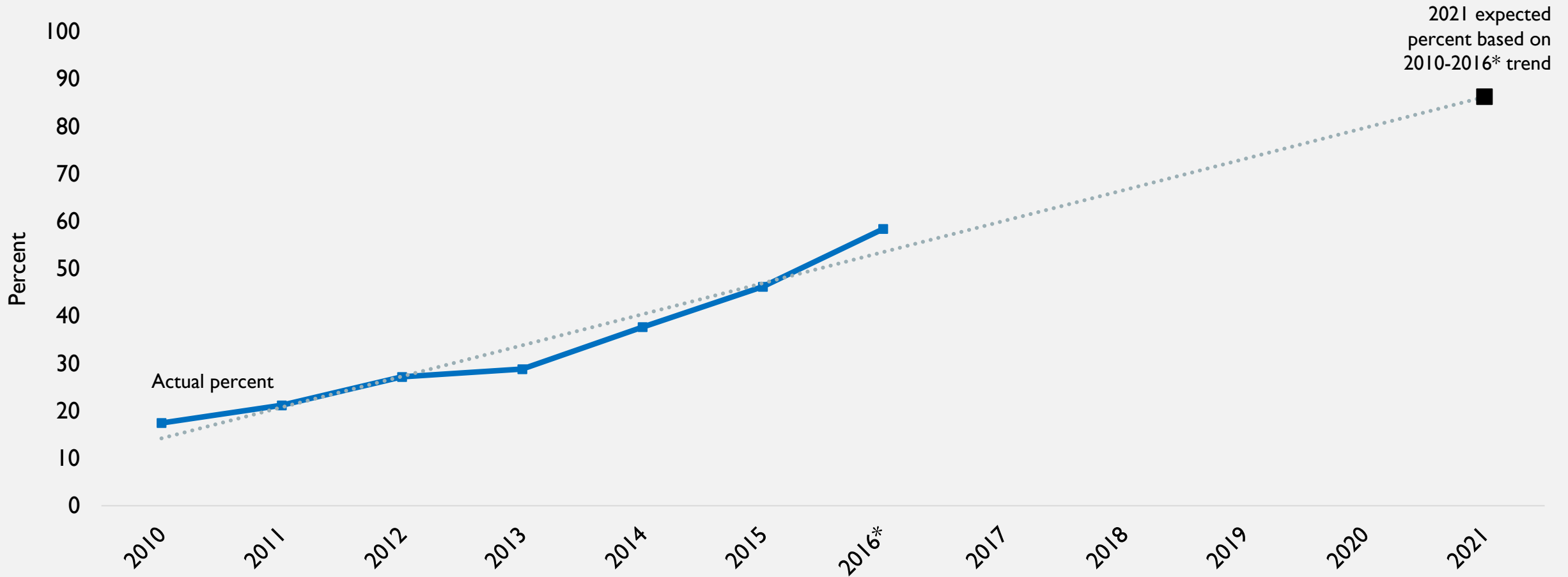
# PERCENT OF PATIENTS RECEIVING MORE THAN AN AVERAGE DAILY DOSE OF >90 MME OF OPIOID ANALGESICS, PER QUARTER



# PERCENT OF PRESCRIPTION DAYS ANY PATIENT HAD AT LEAST ONE OPIOID AND AT LEAST ONE BENZODIAZEPINE PRESCRIPTION ON THE SAME DAY, PER QUARTER



# PERCENT OF OPIOID DEATHS INVOLVING HEROIN OR FENTANYL/FENTANYL ANALOGUES



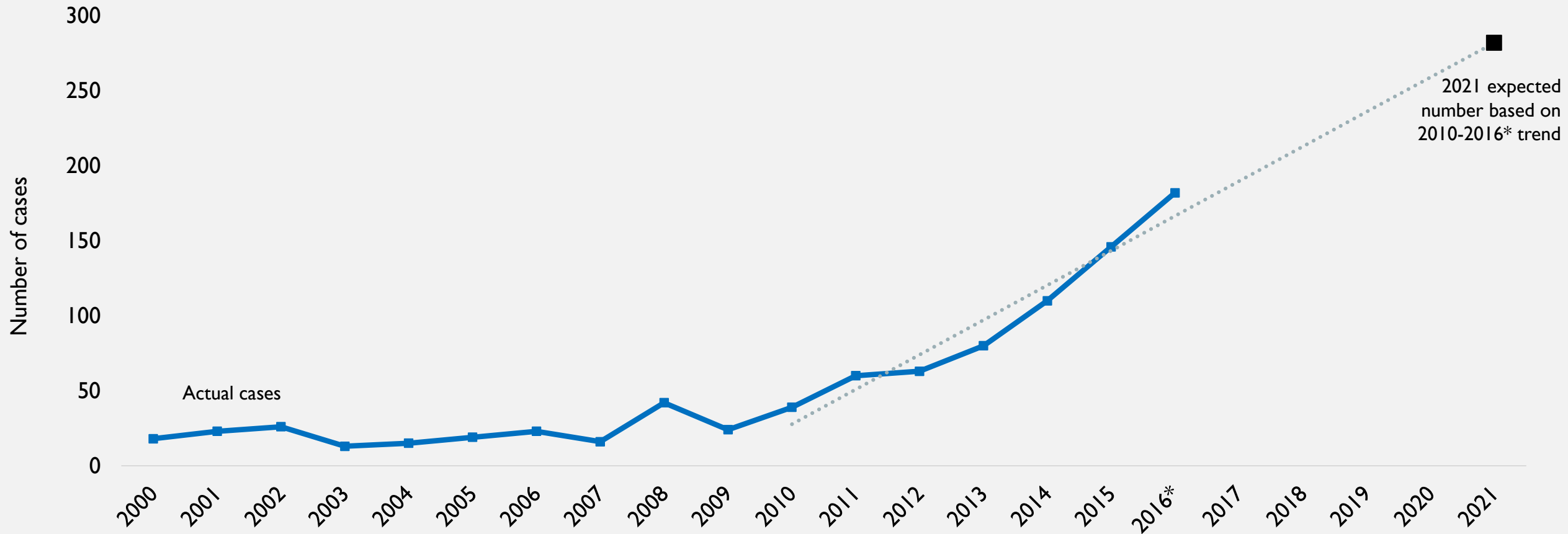
\*2016 data are preliminary and subject to change, current as of June 1, 2017

\*\*Increasing numbers of deaths due to other classes of designer opioids are expected

Source: NC Office of the Chief Medical Examiner (OCME) and the OCME Toxicology Laboratory, 2010-2016\*

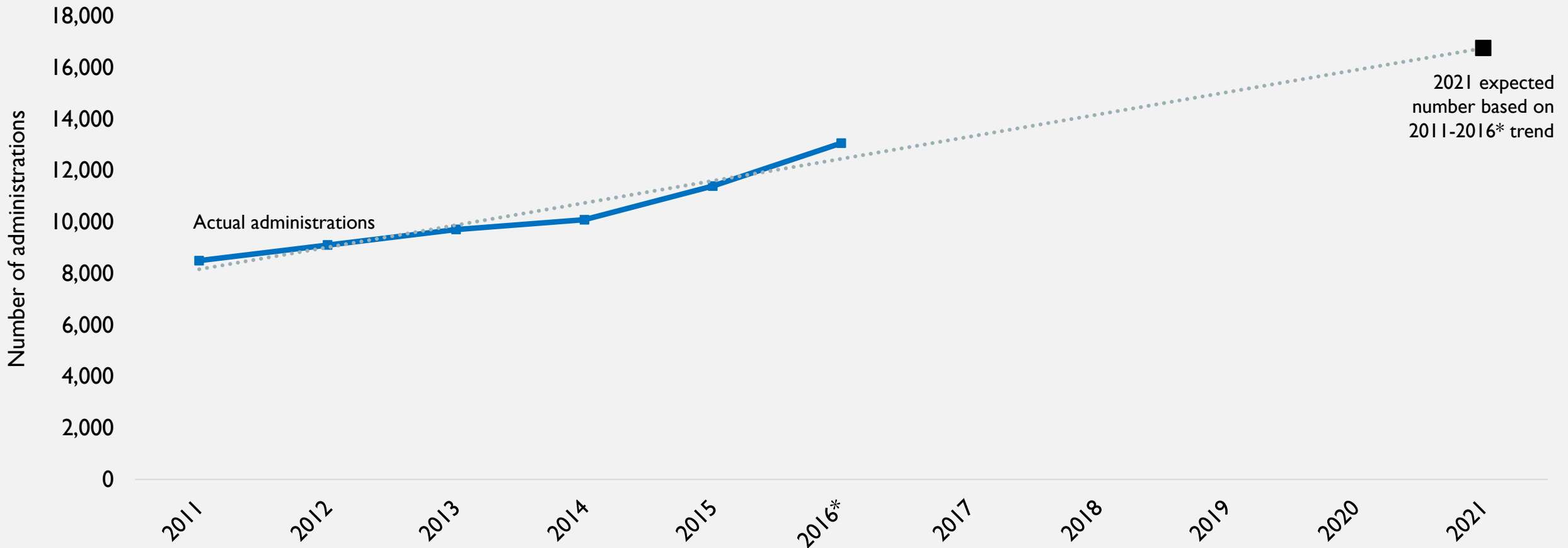
Detailed technical notes on all metrics available from NC DHHS

# NUMBER OF ACUTE HEPATITIS C CASES



\*2016 data are preliminary and subject to change, current as of April 1, 2017  
Source: NC Division of Public Health, Epidemiology Section, NC EDSS, 2000-2016\*  
Detailed technical notes on all metrics available from NC DHHS

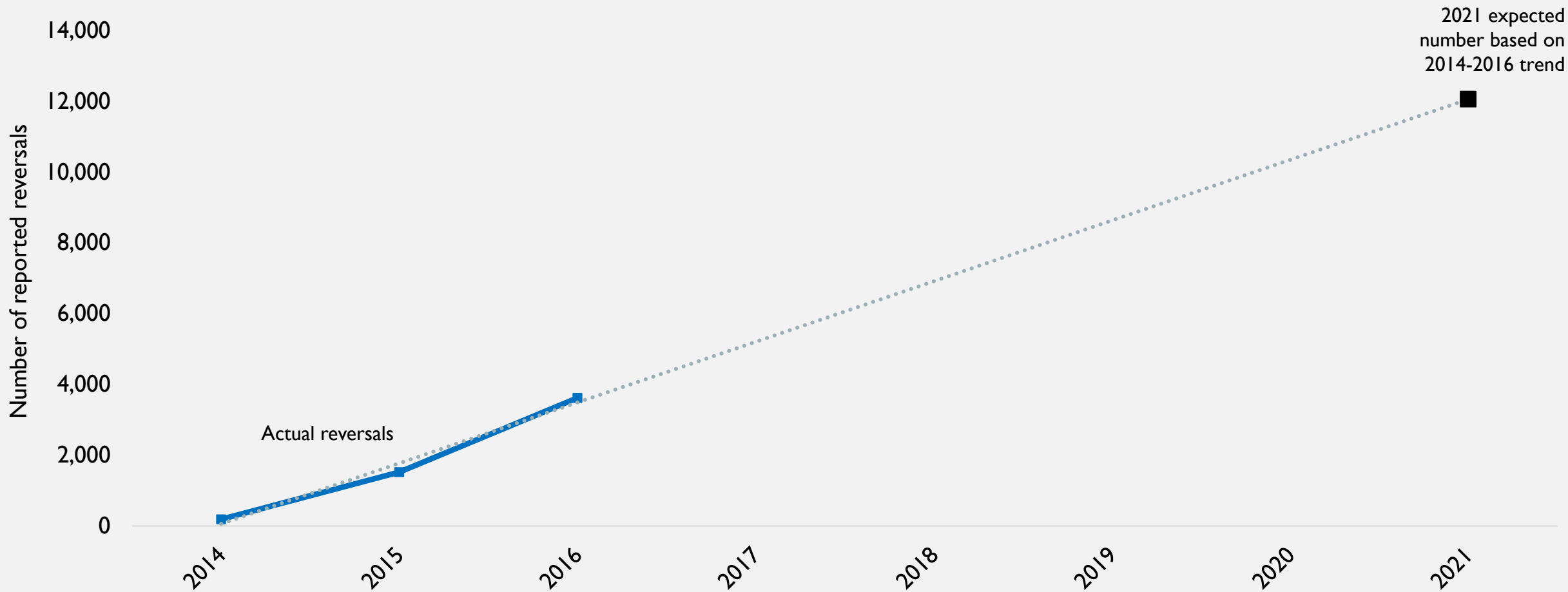
# NUMBER OF EMS NALOXONE ADMINISTRATIONS



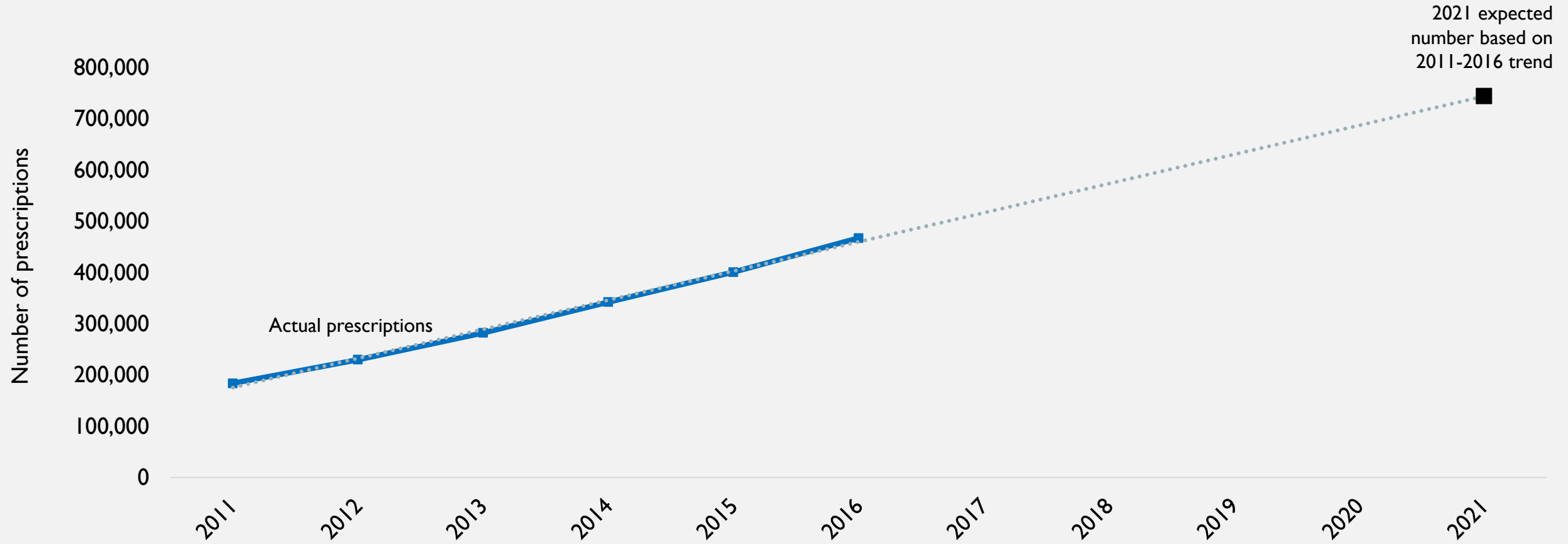
\*2016 data are preliminary and subject to change

Source: NC Office of Emergency Medical Services (OEMS), EMSpic-UNC Emergency Medicine Department 2012-2015  
Detailed technical notes on all metrics available from NC DHHS

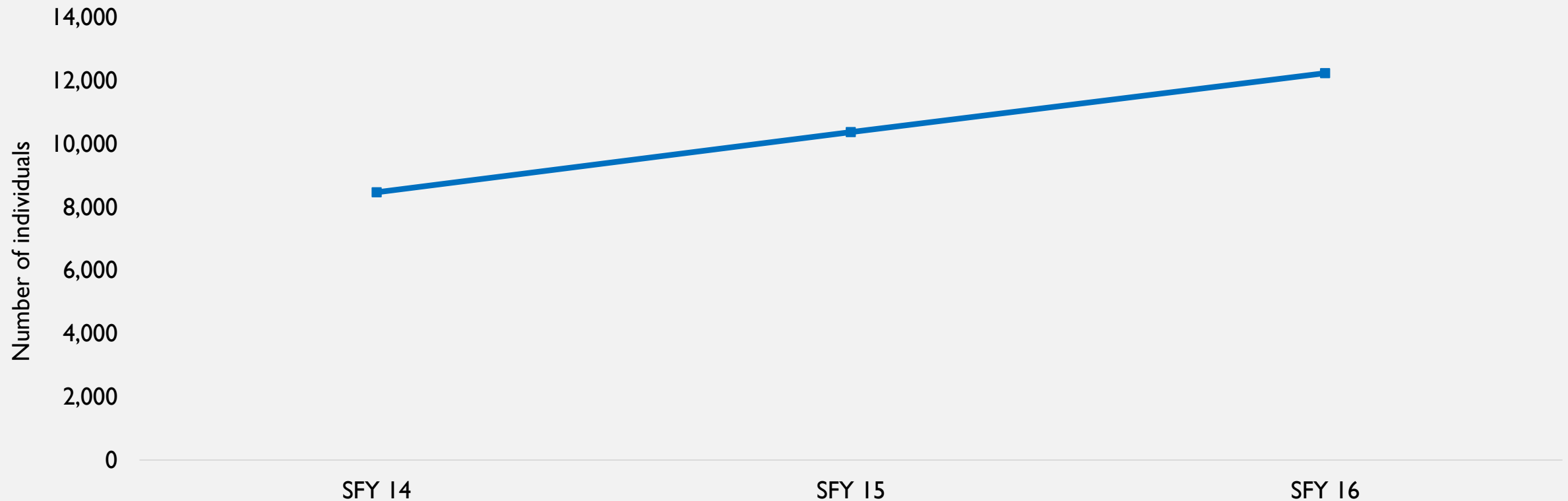
# NUMBER OF REPORTED COMMUNITY NALOXONE REVERSALS



# NUMBER OF BUPRENORPHINE PRESCRIPTIONS DISPENSED

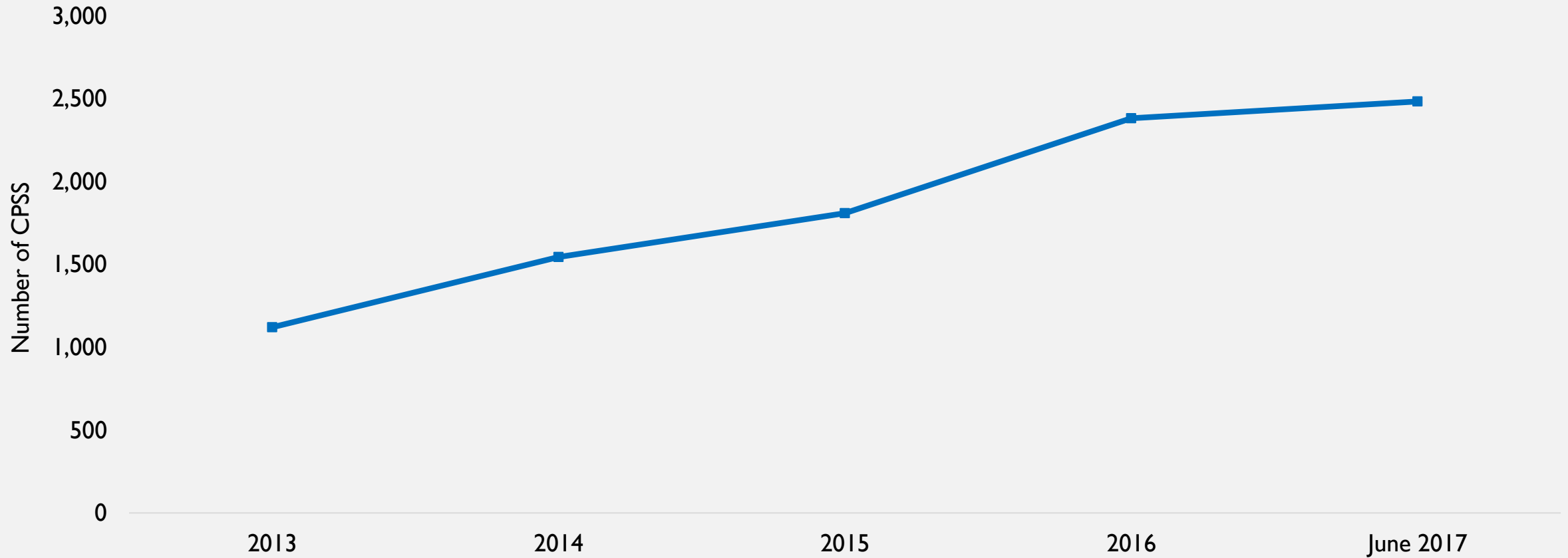


# NUMBER OF UNINSURED INDIVIDUALS WITH AN OPIOID USE DISORDER SERVED BY TREATMENT PROGRAMS





# NUMBER OF CERTIFIED PEER SUPPORT SPECIALISTS (CPSS) ACROSS NC



# ACRONYMS

- **AG:** Attorney General's Office
- **AHEC:** Area Health Education Centers
- **AOC:** Administrative Office of the Courts
- **APNC:** Addiction Professionals of NC
- **BCBSNC:** Blue Cross Blue Shield of NC
- **CCNC:** Community Care of NC
- **CHS:** Carolinas Healthcare System
- **CPC:** Carolinas Poison Center
- **CSRS:** Controlled Substances Reporting System
- **DA:** District Attorney
- **DATA:** Drug Addiction Treatment Act of 2000
- **DEA:** Drug Enforcement Administration
- **DHHS:** Department of Health and Human Services
- **DMA:** Division of Medical Assistance
- **DMH:** Division of Mental Health, Developmental Disabilities & Substance Abuse Services
- **DIT:** Department of Information Technology
- **DOI:** Department of Insurance
- **DPH:** Division of Public Health
- **DPS:** Department of Public Safety
- **DSS:** Division of Social Services
- **ECHO:** Extension for Community Healthcare Outcomes
- **ED:** Emergency Department
- **EMS:** Emergency Medical Services
- **FQHC:** Federally Qualified Health Center
- **GDAC:** Government Data Analytics Center
- **GI:** Governor's Institute on Substance Abuse
- **HIDTA:** High Intensity Drug Trafficking Areas
- **IPRC:** Injury Prevention Research Center
- **LEAD:** Law Enforcement Assisted Diversion
- **LHD:** Local Health Department
- **LMEs/MCOs:** Local Management Entities/Managed Care Organizations
- **MAT:** Medication Assisted Treatment

# ACRONYMS

- **NC:** North Carolina
- **NC DETECT:** Disease Event Tracking and Epidemiologic Collection Tool
- **NCACC:** NC Association of County Commissioners
- **NCAFP:** NC Academy of Family Physicians
- **NCAP:** NC Association of Pharmacists
- **NCATOD:** NC Association for the Treatment of Opioid Dependence
- **NCBP:** NC Board of Pharmacy
- **NCHA:** NC Hospital Association
- **NCHRC:** NC Harm Reduction Coalition
- **NCMB:** NC Medical Board
- **NCOGS:** North Carolina Obstetrical and Gynecological Society
- **NCRMA:** NC Retail Merchants Association
- **NP:** Nurse Practitioner
- **OCME:** Office of the Chief Medical Examiner
- **OEMS:** Office of Emergency Medical Services
- **ORH:** Office of Rural Health
- **OTP:** Opioid Treatment Program
- **PA:** Physician Assistant
- **PCP:** Primary Care Provider
- **PDAAC:** Prescription Drug Abuse Advisory Committee
- **RCOs:** Recovery Community Organizations
- **RTI:** Research Triangle Institute
- **SBI:** State Bureau of Investigation
- **SEP:** Syringe Exchange Program
- **SCHS:** State Center for Health Statistics
- **SHP:** State Health Plan
- **SUD:** Substance Use Disorder
- **TASC:** Treatment Accountability for Safer Communities
- **UNC:** University of North Carolina at Chapel Hill

**NC Opioid Action Plan: Version 1, June 2017**



**CASES CURRENTLY ON FILE FOR CONSORTIUM CLIENTS<sup>1</sup>**

<b>State</b>	<b>Jurisdiction</b>
<b>State of Alabama</b>	
<b>Plaintiff(s)/Client(s):</b> City of Birmingham, Alabama, a municipal corporation	N.D. Alabama
<b>State of Illinois</b>	
<b>Plaintiff(s)Client(s):</b> People of Jersey County, and County of Jersey	S.D. Illinois
<b>Plaintiff(s)Client(s):</b> People of Alexander County, and County of Alexander	S.D. Illinois
<b>Commonwealth of Kentucky</b>	
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Anderson County, on Behalf of Anderson County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Franklin County, on Behalf of Franklin County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Shelby County, on Behalf of Shelby County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Henry County, on Behalf of Henry County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Boone County, on Behalf of Boone County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Pendleton County, on Behalf of Pendleton County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Campbell County, on behalf of Campbell County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Boyle County, on Behalf of Boyle County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Fleming County, on Behalf of Fleming County	E.D. Kentucky

<sup>1</sup> List current as of September 26, 2017.

State	Jurisdiction
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Garrard County, on Behalf of Garrard County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Lincoln County, on Behalf of Lincoln County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Madison County, on Behalf of Madison County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Nicholas County, on Behalf of Nicholas County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Bell County, on Behalf of Bell County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Harlan County, on Behalf of Harlan County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Knox County, on Behalf of Knox County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Leslie County, on Behalf of Leslie County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Whitley County, on Behalf of Whitley County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Clay County on behalf of Clay County	E.D. Kentucky
<b>Plaintiff(s)Client(s):</b> Louisville/Jefferson County Metro Government	W.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Cumberland County on behalf of Cumberland County	W.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Spencer County, on Behalf of Spencer County	W.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Union County, on Behalf of Union County	W.D. Kentucky
<b>Plaintiff(s)Client(s):</b> The Fiscal Court of Carlisle County, on Behalf of Carlisle County	W.D. Kentucky

<b>State</b>	<b>Jurisdiction</b>
<b>State of Ohio</b>	
<b>Plaintiff(s)Client(s):</b> Clermont County Board of County Commissioners	S.D. Ohio
<b>Plaintiff(s)Client(s):</b> Belmont County Board of County Commissioners	S.D. Ohio
<b>Plaintiff(s)Client(s):</b> Brown County Board of County Commissioners	S.D. Ohio
<b>Plaintiff(s)Client(s):</b> Jackson County Board of County Commissioners	S.D. Ohio
<b>Plaintiff(s)Client(s):</b> Scioto County Board of County Commissioners	S.D. Ohio
<b>Plaintiff(s)Client(s):</b> Vinton County Board of County Commissioners	S.D. Ohio
<b>Plaintiff(s)Client(s):</b> Pike County Board of County Commissioners	S.D. Ohio
<b>Plaintiff(s)Client(s):</b> Ross County Board of County Commissioners	S.D. Ohio
<b>Plaintiff(s)Client(s):</b> City of Cincinnati	S.D. Ohio
<b>Plaintiff(s)Client(s):</b> City of Portsmouth	S.D. Ohio
<b>Plaintiff(s)Client(s):</b> Gallia County Board of Commissioners	S.D. Ohio
<b>Plaintiff(s)Client(s):</b> Hocking County Board of Commissioners	S.D. Ohio
<b>Plaintiff(s)Client(s):</b> Lawrence County Board of Commissioners	S.D. Ohio
<b>State of West Virginia</b>	
<b>Plaintiff(s)Client(s):</b> Kanawha County Commission	S.D. West Virginia
<b>Plaintiff(s)Client(s):</b> Fayette County Commission	S.D. West Virginia
<b>Plaintiff(s)Client(s):</b> Boone County Commission	S.D. West Virginia
<b>Plaintiff(s)Client(s):</b> Logan County Commission	S.D. West Virginia
<b>Plaintiff(s)Client(s):</b> Cabell County Commission	S.D. West Virginia
<b>Plaintiff(s)Client(s):</b> Wayne County Commission	S.D. West Virginia

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**County List of Legal Activity**

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<b>Bladen</b>	Resolution declaring Opioid Crisis a public nuisance adopted 12.18.17
<b>Brunswick</b>	Resolution declaring Opioid Crisis a public nuisance and authorizing county to retain legal counsel adopted 12.4.17
<b>Buncombe</b>	Lawsuit filed on 11.14.17; Baron & Budd (McHugh Fuller) law group
<b>Burke</b>	Lawsuit filed, 2.1.18; Baron & Budd law group
<b>Cabarrus</b>	Retained Hanly Conroy, Crueger Dickinson group, 2.22.18
<b>Caldwell</b>	Lawsuit filed, 3.6.18; Baron & Budd law group
<b>Carteret</b>	Public Nuisance Resolution adopted 11.20.17
<b>Catawba</b>	Public Nuisance Resolution adopted 12.20.17; Lawsuit filed 1.11.18
<b>Chatham</b>	Public Nuisance Resolution adopted 11.20.17
<b>Cleveland</b>	Retained Hanly Conroy, Crueger Dickinson group, 2.6.18
<b>Forsyth</b>	Engaged counsel, 2.15.18; Baron & Budd law group
<b>Gaston</b>	Public Nuisance resolution adopted and Baron & Budd law group retained, 1.12.18
<b>Guilford</b>	Retained Baron & Budd law group, 2.16.18
<b>Madison</b>	Retained Baron & Budd law group, 3.15.18
<b>Mecklenburg</b>	Retained Hanly Conroy, Crueger Dickinson group, 1.10.18
<b>New Hanover</b>	Lawsuit filed 12.14.17; Baron & Budd law group
<b>Onslow</b>	Lawsuit filed 12.4.17; Baron & Budd law group
<b>Orange</b>	Retained Baron & Budd law group
<b>Person</b>	Adopted opioid resolution and retained Baron & Budd law group, 1.22.18
<b>Pitt</b>	Resolution declaring opioid crisis a public nuisance; retained Baron & Budd law group, 1.18.18
<b>Randolph</b>	Authorized Baron & Budd law group to file lawsuit, 1.2.2018
<b>Richmond</b>	Passed resolution 2.6.18
<b>Rockingham</b>	Lawsuit filed 12.12.17; Baron & Budd law group
<b>Rutherford</b>	Lawsuit filed 12.15.17; Baron & Budd law group
<b>Stokes</b>	Resolution; retained Baron & Budd law group, 1.22.18
<b>Surry</b>	Lawsuit filed 12.15.17; Baron & Budd law group
<b>Wilkes</b>	Retained Baron & Budd law group, 1.19.18
<b>Yadkin</b>	Lawsuit filed 12.17.17; Baron & Budd law group

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
DARE COUNTY, NORTH CAROLINA

**RESOLUTION DECLARING THE OPIOID CRISIS A PUBLIC NUISANCE**

**WHEREAS**, Dare County Board of Commissioners has the authority to adopt resolutions with respect to county affairs of Dare County, North Carolina, pursuant to N.C. Gen. Stat. Ann. § 153A-121; and

**WHEREAS**, the Dare County Board of Commissioners has the authority to take action to protect the public health, safety, and welfare of the residents and citizens of Dare County; and

**WHEREAS**, there exists a serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Dare County; and

**WHEREAS**, the diversion of legally produced controlled substances into the illicit market causes or contributes to the serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Dare County; and

**WHEREAS**, the opioid crisis unreasonably interferes with rights common to the general public of Dare County; involves a significant interference with the public health, safety, peace, comfort, and convenience of citizens and residents of Dare County; includes the delivery of controlled substances in violation of State and Federal law and regulations; and therefore constitutes a public nuisance; and

**WHEREAS**, the opioid crisis is having an extended and far reaching impact of the general public, health, and safety, of residents and citizens of Dare County and must be abated; and

**WHEREAS**, the violation of any laws of the State of North Carolina, or of the United States of America controlling the distribution of a controlled substance is inimical, harmful, and adverse to the public welfare of the residents and citizens of Dare County constitutes a public nuisance; and

**WHEREAS**, the Dare County Board of Commissioners has the authority to abate, or cause to be abated, any public nuisance including those acts that unreasonably interfere with rights common to the general public of Dare County and/or involve a significant interference with the public health, safety, peace, comfort, and convenience of citizens and residents of Dare County; and

**WHEREAS**, Dare County has expended, is expending, and will continue to expend in the future County funds to respond to the serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality within Dare County; and

**WHEREAS**, the Dare County Board of Commissioners have received information that indicates that the manufacturers and wholesale distributors of controlled substances have distributed in Dare County, North Carolina, and surrounding areas, and may have violated Federal and/or State laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market.

**NOW, THEREFORE, BE IT RESOLVED** by the Dare County Board of Commissioners, assembled on this day at which a quorum is present, that based upon the above the Dare County Board of Commissioners are declaring the opioid crisis a public nuisance which must be abated for the benefit of Dare County and its residents and citizens.

This the 3<sup>rd</sup> day of April, 2018

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Robert Woodard, Chairman

ATTEST:

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Gary Lee Gross, Clerk to the Board

## **AUTHORITY TO REPRESENT**

RE: Dare County, North Carolina civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

DARE COUNTY, NORTH CAROLINA (hereinafter "CLIENT") hereby retains the law firm MCHUGH FULLER LAW GROUP, PLLC, pursuant to the North Carolina Rules of Professional Responsibility, on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing Dare County, North Carolina, including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. **Michael Jay Fuller, Jr., Esq.** of the law firm MCHUGH FULLER LAW GROUP, PLLC shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP  
419 11th Street  
Huntington, West Virginia

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA  
316 South Baylen Street  
Pensacola, Florida

BARON & BUDD, PC  
3102 Oak Lawn Avenue #1100  
Dallas, Texas

HILL PETERSON CARPER BEE & DEITZLER PLLC  
500 Tracy Way  
Charleston, West Virginia

MCHUGH FULLER LAW GROUP  
97 Elias Whiddon Rd  
Hattiesburg, Mississippi

POWELL & MAJESTRO, PLLC  
405 Capitol Street, Suite P-1200  
Charleston, West Virginia

SEAGLE LAW  
P.O. Box 15307  
Asheville, North Carolina

In consideration, CLIENT agrees to pay twenty-five percent (25%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

MCHUGH FULLER LAW GROUP, PLLC and the other law firms, hereinafter referred to as the "Attorneys," agree to advance all litigation expenses necessary to prosecute these claims. All such litigation expenses, including

the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.** Additionally, in no case will the attorney fee and expenses exceed thirty five (35%) of the gross settlement.

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Attorneys with reimbursement contingent upon a successful recovery. The outcome is uncertain, like all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the Attorneys regarding the definition of a “successful recovery.”

The Attorneys intend to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages or equitable remedies (e.g., abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or to recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the manufacturers and wholesale distributors. The CLIENT agrees to compensate the Attorneys, contingent upon prevailing, by paying 25% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 25% of the gross amount to Attorneys as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 25% of the gross value of the equitable relief to the Attorneys as compensation and then reimburse the reasonable litigation expenses. To be clear, Attorneys shall not be paid nor receive reimbursement from public funds. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee. Under no circumstances shall the CLIENT be obligated to pay any Attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT’s claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Attorneys will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Attorneys to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Attorneys should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the North Carolina Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in this writing; and (3) the total fee is *reasonable*.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.05 (e)(3) of the North Carolina Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Dare County Board of Commissioners

\_\_\_\_\_  
Robert Woodard, Chairman

Attest: \_\_\_\_\_  
Gary Lee Gross, Clerk to the Board

Accepted:

MCHUGH FULLER LAW GROUP, PLLC  
97 Elias Whiddon Rd  
Hattiesburg, MS 39402  
(601) 261-2220



By \_\_\_\_\_  
Michael J. Fuller, Jr., Esq.  
*Lead Counsel*

\_\_\_\_\_  
Date

**J. HAROLD SEAGLE**, born Marion, North Carolina, admitted to Bar, 1977; admitted to practice in all North Carolina State Courts including the North Carolina Supreme Court; admitted to practice before the United States District Court for the Eastern District of North Carolina, 1977; United States District Court for the Middle District of North Carolina, 1988; United States District Court for the Western District of North Carolina, 1992; United States Court of Appeals for the Fourth Circuit, 1982; United States Supreme Court, 1982.

**EDUCATION:** University of North Carolina (B.A., 1973); Phi Beta Kappa; University of North Carolina School of Law (J.D. 1977).

**PROFESSIONAL:** *North Carolina Bar Association General Practice Hall of Fame*; Peer Review Rated *AV Preeminent* by Martindale- Hubbell (Highest Possible Rating in Both Legal Ability and Ethical Standards); Listed for more than 20 years in *Best Lawyers in America* (listed in Environmental Law and Admiralty and Maritime Law); *Seagle Law* listed in *US News and World Report Best Law Firms* in America; Listed for more than 20 years in *Who's Who in American Law*; Associated counsel in national pharmaceutical litigation particularly related to opioid epidemic; Environmental Law: \* Counsel of record and involved in numerous environmental cases across the US and Virgin Islands; Appeared as Private Attorney General for the State of California, with trial team, in major environmental litigation involving MTBE contamination of ground water; Member of legal team in hundreds of matters resulting from the Deepwater Horizon matter (BP oil spill), involving significant and widespread environmental and economic damage throughout the Gulf of Mexico; Maritime Law Institute, College of Charleston School of Law; North Carolina Bar Association; North Carolina State Bar; North Carolina Advocates for Justice; North Carolina College of Advocacy; Southeastern Admiralty Law Institute (Former Chairman; Chairman/Executive Committee); Proctor in Admiralty, Maritime Law Association of the United States; Fifth Judicial District Bar, Past President; 28<sup>th</sup> Judicial District Bar; North Carolina Bar Council of Presidents; Master, Wilmington Inns of Court; Master of the Bench, Francis Drake Admiralty Inn of Court. Regularly engaged in association with leading attorneys throughout North Carolina and across the nation in complex civil litigation seeking creative and positive resolution of legal conflicts.

\*Environmental Law – Trial Team – Representative cases:

- Trial team in California selected by *California Lawyer* as *California Lawyer's Attorneys of the Year* for Environmental Cases; Settlements of groundwater contamination litigation against major refiners throughout California involved more than 1000 sites and valued at approximately \$200 million.
- MTBE chemical contamination litigation in North Carolina Federal Court (Wilmington) representing more than 250 plaintiffs and, after trial, recovering the largest settlement in North Carolina history at the time of the settlement;

- Ground water Contamination case involving Diesel fuel, chromium/chromate, chlorinated solvents and toluene representing individual plaintiffs against Trinity American Corporation
- Numerous cases involved in the Oil Rig Deepwater Horizon / BP Oil Spill litigation, in association with Baron & Budd of Dallas, Texas.
- Actively representing several governmental entities in association with Baron & Budd in claims against DuPont and Chemours involving water contamination by GenX and other chemicals in the Cape Fear River region.

On the Web: [haroldseagle.com](http://haroldseagle.com)



*Thelma Calvio - Request for Home Occupation CUP*

**Description**

Mrs. Thelma Calvio has applied for a home occupation to operate a nail salon in her home located at 936 Washington St on Roanoke Island. The site is zoned R-1 (residential) and home occupations are allowed as conditional uses. The home occupation standards allow up to 25% of the property for use as the home occupation. She resides on the property. The Planning Board reviewed this request on March 12, 2018 and voted to recommend approval. A draft CUP is attached. Additional parking spaces will be added to accommodate the home occupation.

**Board Action Requested**

Motion to grant approval of Calvio home occupation conditional use permit application.

**Item Presenter**

Donna Creef, Planning Director





**Conditional Use Permit No. 2--2018**

Dare County Sections: 22-2, 22-21 and 22-68.

**Application of:** Thelma Calvio for a home occupation

On April 3, 2018 the Dare County Board of Commissioners considered the application of the Petitioner above named which application is on file with the Dare County Planning Department, and the Board finds as follows:

1. That the written application of Petitioner with attachments has been duly submitted to the Dare County Planning Board as required by Section 22 of the Dare County Code (hereinafter referred to as "Code");
2. The subject property is zoned R-1, residential and located at 936 Washington St on Roanoke Island. This property is identified on the Dare County tax records as parcel 016444000 and located in the Manteo outside tax district.
3. That the application substantially complies with the requirements of the Code in that it requests uses permitted by conditional use permit under the Code, including home occupations;
4. That the Dare County Planning Board recommended for approval the granting of this Conditional Use Permit as requested. The Planning Board made this recommendation on March 12, 2018.
5. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to grant uses such as allowed herein and insofar as the conditional use is hereinafter allowed it will not adversely affect the public interest;
6. That the hereinafter described conditional use is deemed to be reasonable and is not in degradation of the intent of the ordinance.
7. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Conditional Use Permit according to the terms and conditions below:

NOW, THEREFORE, under the provisions of the Code, the following conditional use is granted to Thelma Calvio for a home occupation at 936 Washington St subject to such conditions as are hereinafter set out:

**CONDITIONAL USE:** a nail salon to be located on the premises according to the definition of home occupation found in Section 22- 2 of the Dare County Zoning Ordinance.

**CONDITIONS:**

1. The Petitioner shall reside on-premises. The only employees of the nail salon shall be the petitioner and her spouse.
2. This CUP shall be for the operation of a nail salon that shall operate by an appointment only basis. These appointments shall be conducted Tuesday – Friday 10:00 a.m. to 6:00 p.m. and Saturday 9:00 a.m. to 3:00 p.m.
3. Parking for the Petitioner’s personal vehicles and clients shall be provided on premises. No vehicles shall be parked on Washington St or the private property of other property owners in the area.
4. No sign shall be posted in the yard of the home occupation site. A small directional sign maybe located on the structure for identification of the entrance to the area used for the nail salon.
5. No more than 25% of the floor area of the residence shall be used in conjunction with the home occupation
6. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This 3rd day of April 2018

SEAL:

COUNTY OF DARE

By: \_\_\_\_\_  
Robert L Woodard  
Dare County Board of Commissioners

ATTEST:

By: \_\_\_\_\_  
Gary Gross  
Clerk to the Board

**THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED**

By: \_\_\_\_\_  
Thelma Calvio, Owner

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Robert L. Outten  
County Attorney



*Owen Sullivan -- Request for Home Occupation CUP*

**Description**

Mr. Owen Sullivan has applied for a home occupation to produce and package kimchi and kombucha at his home located at 138 First Colony Ct on Roanoke Island. The site is zoned R-1 (residential) and home occupations are allowed as conditional uses. The home occupation standards allow up to 25% of the property for use as the home occupation. Mr. Sullivan resides at the site and his products will be delivered by him to off-site retailers. He does not require approval from the Health Department but must enroll in a NC Department of Agriculture inspections program. The Planning Board reviewed this request on March 12, 2018 and voted to recommend approval. A draft CUP is attached.

**Board Action Requested**

Motion to grant approval of Owen Sullivan home occupation conditional use permit application.

**Item Presenter**

Donna Creef, Planning Director



### **Conditional Use Permit No. 3--2018**

Dare County Sections: 22-2, 22-21 and 22-68.

**Application of:** Owen Sullivan for a home occupation

On April 3, 2018 the Dare County Board of Commissioners considered the application of the Petitioner above named which application is on file with the Dare County Planning Department, and the Board finds as follows:

1. That the written application of Petitioner with attachments has been duly submitted to the Dare County Planning Board as required by Section 22 of the Dare County Code (hereinafter referred to as "Code");
2. The subject property is zoned R-1, residential and located at 138 First Colony on Roanoke Island. This property is identified on the Dare County tax records as parcel 028181109 and located in the Manteo outside tax district.
3. That the application substantially complies with the requirements of the Code in that it requests uses permitted by conditional use permit under the Code, including home occupations;
4. That the Dare County Planning Board recommended for approval the granting of this Conditional Use Permit as requested. The Planning Board made this recommendation on March 12, 2018.
5. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to grant uses such as allowed herein and insofar as the conditional use is hereinafter allowed it will not adversely affect the public interest;
6. That the hereinafter described conditional use is deemed to be reasonable and is not in degradation of the intent of the ordinance.
7. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Conditional Use Permit according to the terms and conditions below:

NOW, THEREFORE, under the provisions of the Code, the following conditional use is granted to Owen Sullivan for a home occupation at 138 First Colony Ct subject to such conditions as are hereinafter set out:

**CONDITIONAL USE:** small scale production and packing operation of kimchi, and kombucha for retail sale to be located on the premises according to the definition of home occupation found in Section 22- 2 of the Dare County Zoning Ordinance.

**CONDITIONS:**

1. The Petitioner shall reside on-premises. The only employees of the home occupation shall be the petitioner and his spouse.
2. Only those goods produced on site can be marketed and sold. This CUP allows for kimchi and kombucha.
3. Applicant shall maintain compliance with department of agriculture regulations.
4. Applicant shall deliver all finished product and have no pick up from the home.
5. No sign shall be posted in the yard of the home occupation site.
6. No more than 25% of the floor area of the residence shall be used in conjunction with the home occupation
7. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This 3rd day of April 2018

SEAL:

COUNTY OF DARE

By: \_\_\_\_\_  
Robert L Woodard  
Dare County Board of Commissioners

ATTEST:

By: \_\_\_\_\_  
Gary Gross  
Clerk to the Board

**THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED**

By: \_\_\_\_\_  
Owen Sullivan, Owner

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Robert L. Outten  
County Attorney



*UNC Coastal Studies Institute - Request for Letter of Support*

**Description**

The UNC Coastal Studies Institute seeks a letter of support for the Environmental Literacy Grant Proposal that the Institute is submitting to NOAA. There is no financial commitment associated with this request for partnership support. Attached is a draft letter of support and background material about the NOAA Environmental Literacy Grant Proposal.

**Board Action Requested**

Approve a Letter of Support

**Item Presenter**

John McCord, Assistant Director of Engagement & Outreach, UNC Coastal Studies Institute



LETTERHEAD OR LOGO HERE

April 3, 2018

John McCord  
Assistant Director of Public Engagement and Outreach  
UNC Coastal Studies Institute  
850 NC 345  
Wanchese, NC 27981

Dear Mr. McCord,

I am writing to express our support for the UNC Coastal Studies Institute's proposal to the NOAA Environmental Literacy Grant Federal Funding Opportunity (NOAA-SEC-OED-2018-2005455) Building the Environmental Literacy of K-12 Students and the Public for Community Resilience. We intend to partner with the UNC Coastal Studies Institute on their proposal entitled, *"Coastal Resilience Literacy: Educating the Next Generation of Coastal Decision Makers"*, as described in the project description section of the proposal.

Dare County is committed to advocating community resiliency as demonstrated by their participation in the Community Rating System and its annual outreach activities. The grant activities will compliment and support the County's CRS activities. In addition, building awareness in grades K-12 will enhance our hazard mitigation efforts by ensuring the next generation of leaders is well situated to make lasting impacts while understanding the current threats that face their coastal community. If funded, we will work with the UNC Coastal Studies Institute by appointing Drew Pearson, Dare County Emergency Management Director and Donna Creef, Dare County Planning Director to the project Science and Education Advisory panel. Their participation in the panel will provide guidance on the development of the product deliverables to ensure that they meet the priorities and actions identified in our Albemarle Regional Hazard Mitigation plan.

We look forward to partnering with the UNC Coastal Studies Institute on this exciting initiative to educate and engage the next generation of coastal decision makers on coastal hazards and paths toward more resilient coastal communities.

Sincerely,

NAME HERE  
TITLE HERE  
ORGANIZATION HERE

## **Coastal Resilience Literacy: Educating the Next Generation of Coastal Decision Makers**

### **Overview**

Coastal areas are among the most populated and vulnerable regions and at additional risk from changing climate, increased storm activity and rising sea levels. The ability of communities to adapt and increase their resiliency to these hazards is linked to their knowledge of coastal processes and understanding of the tools and strategies available to make informed policy decisions. The North Carolina coast, with its low topography, narrow barrier islands and broad estuarine systems is at significant risk in the face of these coastal hazards. Coastal communities in North Carolina are confronted with the challenge of educating their residents and decision makers with the best information and tools possible to become more resilient and capable of adaption in the near future.

We propose to create a multi-layered and comprehensive education campaign aimed at enhancing the public's understanding of a) the risks associated with coastal hazards, b) the processes that drive coastal change and increase vulnerability and c) the strategies available to communities to adapt and develop a more resilient community. While the project implementation will take place in eastern North Carolina, the hazards explored are not unique to North Carolina and the products created would be applicable to coastal areas around the United States and beyond. Target audiences for the education campaign include 6-12<sup>th</sup> grade students and teachers, informal educators and the public. This project aligns well with long term goals found within NOAA's Next Generation Strategic plan. Specifically, the education campaign will lead to "A climate-literate public that understands its vulnerabilities to a changing climate and makes informed decisions", under the long-term goal of Climate Adaptation and Mitigation, and "Resilient communities that can adapt to the impacts of hazards and climate change", as defined in the long-term goal of Resilient Coastal Communities and Economies.

### **Goals, Objectives and Deliverables**

It is the goal of this project to educate and engage the next generation of coastal decision makers on coastal hazards and paths toward more resilient coastal communities.

This goal will be accomplished through the following objectives:

- Inform and prepare 6-12<sup>th</sup> grade teachers to effectively teach and engage students on the topic of coastal hazards and resiliency.
- Educate and engage 6-12<sup>th</sup> grade students in active learning programming focusing on coastal hazards and resiliency.
- Train and enable informal educators to effectively communicate coastal resiliency subjects to school age children and the general public.

We plan to address our objectives through the following primary deliverables:

- Develop and produce a video series, visual tools and digital assets focusing on coastal hazards and community resiliency.
- Design, distribute and market coastal resiliency educational collateral, including 6-12<sup>th</sup> curriculum, teacher workshops, and digital media assets that can be used to engage students in active learning focused on complex scientific concepts related to coastal resiliency.
- Evaluate and quantify the effectiveness of the curriculum and digital assets on educator effectiveness and student understanding and retention.

## **Digital Media Development**

The project team will devote significant effort to the development of an engaging and cinematic multi-episode video series on coastal resiliency and community sustainability. The fast paced video shorts will each feature a specific coastal hazard, the physical processes that drive them, changes they create and community adaptations and strategies to mitigate the hazard. Coastal communities and municipalities will be used as case studies and their hazard mitigation and adaptation plans will be highlighted in each of the series, with particular attention given to how they fit into local and regional implementation plans. Possible topics and case studies include, but are not limited to:

- Coastal erosion, including both ocean and estuarine coastlines.
- Increased storm threats
- Rising sea levels
- Flooding
- Habitat loss
- Invasive species
- Resilient nature-based and green infrastructure
- Storm water, non-point source pollution and human health risks

The videos will be developed in coordination with NOAA's Office of National Marine Sanctuaries Division of Education and Outreach, and will incorporate data, visualizations and other digital assets from NOAA's Digital Coast, NOAA Climate.gov and NOAA's Environmental Visualization Laboratory. Using data and visualizations from recent events will aid in making the video segments more relevant to audiences. In addition to the video series, our project endeavors to produce a variety of supplemental visual tools, animations and instructional aids that will provide teachers and informal educators with more effective means to educate and engage students and the public in the subjects of coastal resiliency and sustainability. Evaluation of the materials developed will include quantifying the impact of high quality imagery storytelling, visual aids, info graphics and animations on teacher effectiveness and student retention.

## **6-12<sup>th</sup> Grade Curriculum and Lesson Plan Development**

A 6-12<sup>th</sup> grade teacher reference and program guide will be developed to complement the video series and digital media. The curriculum will provide teachers with background information and lesson plans for implementation into existing school curriculums and will follow the 5 E's instructional model designed to, "Engage, Explore, Explain, Elaborate and Evaluate". This constructivist approach to education allows students and teachers to use their own experiences and build upon them throughout the phases of learning. This teaching method aids in making the topics covered more relevant to students while continually assessing their understanding of a concept. The hands-on, inquiry-based activities in the lesson plans will be designed to foster student interest in science and encourage students to study and explore the natural world and its processes, while attempting to better understand the iterative process of planning for resilient coastal communities and balancing the needs of coastal ecosystems. The lesson plans will align with state standards and national Next Generation Science Standards.

Each of the episodes, along with the accompanying lesson plans, hands-on activities and supplemental media developed to support each episode, will be housed on a project website and linked from partner websites with separate portals for educators, students and the general public. Background information and online visual teaching aids, such as animations and motion graphics, will be incorporated into the episode pages, providing teachers with effective tools for classroom instruction. The material will be validated by the project team and science education advisory team

for accuracy and instruction methodology. While many of the case studies will use local examples, the concepts taught through them can be applied across a broad spectrum of coastal areas.

In addition, the developed lesson plans, video segments, visual aids and activities will be tested and assessed with 6-12<sup>th</sup> student groups from eastern North Carolina at the East Carolina University (ECU) Center for STEM Education in Greenville, North Carolina, the UNC Coastal Studies Institute (UNC CSI) and Jennette's Pier on the Outer Banks and the North Carolina Aquariums, which can be found spread along the North Carolina coast in Kure Beach, Pine Knoll Shores and on Roanoke Island. Program evaluation will include pre and post assessments of students as well as teacher evaluations of visual and multi-media teacher aids.

### **Coastal Resiliency and Sustainability Teacher Workshops**

A series of teacher workshops will be held at project partner facilities along the coast of North Carolina to expose teachers to the curriculum while providing them with hands-on field experiences highlighting the topics covered in the curriculum. Through these workshops, teachers will gain a better understanding of the science behind coastal hazards, current research related to coastal hazards and how to utilize the digital media and curriculum to engage their students in meaningful active learning. In addition, teachers will learn how to incorporate NOAA data and resiliency assets into their curriculum. Teachers who participate in the workshops will take part in additional assessments of the lesson plans and visual aids to provide further refinement of the instructional materials prior to distribution and marketing.

### **Distribution and Marketing**

The products created through this project will be distributed through both online and traditional media outlets. Online distribution of the content will happen through the project website portal and will be marketed by each of the project partners. Distribution of the video content will also happen through partnerships with Public Education and Government (PEG) community television stations along the coast of North Carolina and through a partnership with North Carolina Public Television's UNC-TV "SciTech North Carolina". This program is a science news magazine format and the episodes will be featured within the program and promoted on the "SciTech North Carolina" website.

Marketing efforts will be focused on both traditional and social media outlets, well-established science education professional organizations, list serves and presentations at regional and national conferences. Project product marketing will also be leveraged with project partners, utilizing their existing networks and marketing channels.

In addition, the project team will work with colleagues within the UNC Coastal Studies Institute and partners at the North Carolina Aquariums and Jennette's Pier to integrate the content and evaluate its effectiveness in existing and new K-12 and public programming. Digital media content developed in the project can be used in existing exhibitry focusing on community resilience and adaptation.

### **Project Team and Partners**

The project team includes faculty and staff from the UNC Coastal Studies Institute and East Carolina University, with significant collaboration from project partners including the ECU Center for STEM Education, Dare County Emergency Management, Dare County Schools, Jennette's Pier, NOAA's Office of National Marine Sanctuaries Education and Outreach Division, North Carolina Sea Grant, North Carolina Aquariums, Town of Nags Head, and UNC-TV.

Principal investigator John McCord, Assistant Director of Education and Outreach for the UNC Coastal Studies Institute, will coordinate overall project management and implementation of the project deliverables. John has extensive experience in science education, the development of outreach tools and STEM K-12 curriculum development, and oversees the advanced media and visualization lab, a multi-media production group specializing in the creation of high quality digital media for research and education purposes. Co-principal investigator David Sybert, UNC CSI's K-12 Education Specialist, will assist in the development of 6-12 curriculum and the implementation of the teacher workshops and 6-12 education programming delivered at the UNC Coastal Studies Institute and partner sites along the North Carolina coast. Co-principal investigator Dr. Reide Corbett, UNC CSI Coastal Processes Program Head and Professor in the Department of Geological Sciences at ECU will provide scientific content, and with assistance from the science education advisory team, will oversee the scientific accuracy of curriculum and digital media assets developed in the project. Dr. Corbett's research has included several projects related to coastal hazards, as well as hurricane related research in North Carolina and the Gulf of Mexico.

A science education advisory team will be created and consulted throughout the project. This team will consist of professionals from a range of education, management and science backgrounds and organizations and will aid in guiding the project and ensuring accuracy of content and materials. Formal 6-12 teachers, informal science educators, scientists, municipal planning staff, emergency management professionals and representatives from project partners institutions will make up the membership of the science education advisory team. A representative from each partner organizations will be a member on the science education advisory team. This team will guide the development of the digital media and curriculum, ensuring its scientific accuracy, integration of local and regional hazard mitigation plans and instructional methodology.

In addition, partners will play a role in the implementation and testing of curriculum at informal learning centers in eastern North Carolina. Education programming based on the digital media and curriculum will be delivered to 6-12 students at the UNC Coastal Studies Institute and ECU Center for STEM Education, Jennette's Pier and NC Aquariums. A rigorous evaluation of the programs delivered will assist with further refinement of the materials and curriculum.

Digital media project partners, including UNC-TV, a North Carolina affiliate of PBS, and NOAA's Office of National Marine Sanctuaries will assist in the development and distribution of the digital media. The coastal resiliency videos featured on "SciTech Now North Carolina" will be seen all throughout North Carolina, as well as in parts of Georgia, South Carolina, Tennessee and Virginia. UNC-TV will also share the developed curriculum through their website and link to the project website. NOAA's office of National Marine Sanctuaries Education and Outreach Division will also assist with distribution of the digital media and curriculum through their website, allowing the educational assets to reach a national audience of teachers and students.

Dare County Emergency Management and the Town of Nags Head will work with project collaborators to ensure the most accurate and up to date information is incorporated into the educational collateral. Information on local and regional hazard mitigation and adaptation plans will be incorporated into both the digital media and developed curriculum.

A robust project evaluation plan will be designed and implemented by project partners at ECU's Center for STEM Education. Shawn Moore, the Acting Director of the Center for STEM Education and Dr. Danielle Dickerson, Associate Professor in the STEM Collaborative for Research in Education (STEM CoRE) will head up the evaluation component of the project and have substantial experience in the development and implementation of evaluation instruments and assessments.



*Public Participation Plan for LUP Update*

**Description**

Attached is the Public Participation Plan for the 2019 Land Use Plan Update. This PPP outlines the public participation activities that will be held during the update process. These activities include workshops and other input opportunities that will be conducted to gather input on the vision statement, goals and policies of the update, and the associated implementation activities. The PPP includes tentative timeframes for the activities, which may need to be adjusted as work progresses. It is noted in the PPP that workshops for public input will not be held during the months of July and August since folks are busy with the summer season.

**Board Action Requested**

A motion to approve Public Participation Plan – “ I move that the Public Participation Plan be adopted as submitted. ”

**Item Presenter**

Donna Creef, Planning Director



## Public Participation Plan for Dare County 2019 Land Use Plan Update

Public participation is an important element of a land use plan update. This Public Participation Plan (Plan) establishes the various public participation activities that will occur during the 2019 update process of the Dare County Land Use Plan (LUP). The dates provided for the activities are tentative as it is recognized that these dates are subject to change. The Public Participation Plan is one of the first steps taken in the land use plan update process, a process which typically takes twelve to eighteen months to complete. Recognizing that the economy of Dare County is strongly tied to the summer tourist season months, it is the intent of Dare County to avoid holding public participation workshops and/or public meetings during July and August.

The Dare County website and Dare County group emails will be used to provide notification of public participation workshops and progress reports of the LUP update.

The Dare County Planning Board has been designated by the Board of Commissioners as the steering committee for the update process. The Planning Board has served in this capacity for every land use plan update completed by Dare County since 1976. Work on the LUP update will be completed in-house by the Dare County Planning Department with assistance from the Dare County Information Technology Department and other County departments as needed.

The Planning staff will maintain an outreach mailing list and an email list of individuals and community groups that wish to receive notices of all workshops and meetings held during the update process.

### **Analysis and Review of Current Policies and Issues**

**Citizen Workshops** – Three workshops for property owners and residents will be held in the spring of 2018. The purpose of the workshops will be to review the vision statement, goals and policies of the 2009 LUP and to identify any other issues that may be appropriate to include in the 2019 LUP. The format of the workshops will be informal with a short presentation at the beginning of the workshop and then citizens will be allowed to review

information and provide feedback to the Planning Board. The goal of the informal setting is to provide a relaxed atmosphere for citizens to provide feedback through one-on-one conversations with staff and Planning Board members and to provide written comments instead of the oftentimes intimidating public speaker format of meetings.

Notice of the workshops will be advertised in the local newspaper, posted on the Dare County website and flyers posted at County offices. One workshop will be held in Buxton for Hatteras Island residents, one workshop will be held in Kill Devil Hills for residents of the northern beaches, and one workshop will be held in Manteo for residents of the Mainland and Roanoke Island. It is anticipated these workshops will be conducted in April or May 2018.

**On-line Questionnaire**— An on-line questionnaire will be provided on the Dare County website for completion by property owners, residents and other interested parties. Group emails maintained by Dare County for notification of other events will be used to invite persons to complete the on-line survey. Press releases about the questionnaire will be sent to local media outlets and copies of the survey will also be in County offices and libraries for pick-up and return mail service. The questionnaire will be posted (tentative date May 2018) on the Dare County webpage for 30 days to provide an adequate time for response.

Results of the questionnaire will be compiled and a report of the results prepared by the Planning Department. These results will be used in combination with other public input activities to develop goals and policies for the 2019 LUP.

## **Plan Development**

**Planning Board Work Sessions** -- The Planning Board will work on development of the LUP at their regularly scheduled monthly meetings and at other workshops, if needed. Results of the phase one public participation activities will be analyzed. A vision statement will be developed as required by the State land use plan guidelines. Demographic information and maps will be created and policies on the CAMA-specified management topics and other local issues will be drafted by the staff and presented to the Planning Board. The exact format and duration of these workshops will be determined as work progresses. Notice of the workshops will be posted on the Dare County webpage and advertised as required by the open meeting law of North Carolina. The workshops will be open to the public, however interaction at this stage will be between the Planning Board members and Planning Department staff. Tentative date: summer 2018 – late 2018.

**Policy Assessment Workshops** -- Upon completion of a rough draft of the LUP update, a second series of public workshops will be conducted at the same locations as the phase one input sessions. Revisions to the policy statements may be necessary as a result of the input at the policy assessment workshops. Similar notification procedures used for the phase one workshops will be used for these workshops. Tentative date: Late 2018

Following the policy assessment workshops, final revisions to the draft LUP and maps will be made by the Planning Board and staff.



The Planning Director will make progress reports to the Dare County Board of Commissioners as needed to keep the Board apprised of the progress of the LUP update.

### **Review and Approval of LUP Update**

**CAMA Review** – The Division of Coastal Management staff will be involved in the LUP process and provide coordination and review services to ensure consistency with the CAMA land use plan guidelines. The Planning staff will maintain contact with the CAMA staff throughout the LUP update process. Notice of workshops and meetings will be provided to the CAMA staff. Copies of the draft policies and maps will be submitted to the CAMA staff for feedback as required by the State regulations. Comments from CAMA will be discussed with the Planning Board and revisions made as needed. It is anticipated that the CAMA review will occur prior to the Planning Board making an official recommendation on the LUP update to the Dare County Board of Commissioners.

**Planning Board Recommendation** – After the development of a draft plan and any revisions that may be necessary as a result of the CAMA review, a recommendation from the Planning Board to the Board of Commissioners is required. It is anticipated that the Planning Board will conduct a public hearing on the draft plan before a recommendation is made to the Board of Commissioners. However, the Planning Board may decide that a public hearing is not necessary depending on the level of public participation during the development of the draft LUP. The CAMA guidelines do not require a hearing at the Planning Board level but leave this option to the discretion of the local government.

**Board of Commissioners Review** – The draft LUP will be presented to the Board of Commissioners following a recommendation by the Planning Board. The Board of Commissioners will receive the Planning Board's recommendation and take the LUP update under advisement. The Board of Commissioners are required by the CAMA guidelines to conduct a public hearing on the draft LUP update before the Board can act to formally adopt the update. A copy of the draft plan, as presented to the Board of Commissioners, will be posted on the Dare County website and copies available for viewing in the Planning Department offices and the Dare County libraries. Copies of the draft plan will be sent to all local governments in Dare County and for their review and comment.

The Board of Commissioners may adopt the LUP, upon completion of a Public Hearing. Tentative date: mid to late 2019.

Upon adoption of the LUP update by the Board of Commissioners, the update will be forwarded to the NC Coastal Resources Commission for certification as required by the CAMA laws.



*Update on CRS Activities and Flood Maps*

**Description**

I will update the Board on the work of the local planners group on Community Rating System (CRS) outreach activities and our work on local elevation regulations to accompany the revised flood maps. These activities include a webpage – [OBXfloodmaps.com](http://OBXfloodmaps.com) – which I will preview for the Board and the development of a brochure for distribution to local stakeholders.

**Board Action Requested**

Information item only

**Item Presenter**

Donna Creef, Planning Director



# Know Your Zone

Learn About Flood Risks  
On the Outer Banks and  
How to Protect Your Property



“LOW RISK” Is Not “NO RISK”  
OBXFloodMaps.com



## Flood Insurance Costs And Rating Factors

There are many factors that affect the cost of a flood insurance policy. Here are some items that affect how flood insurance costs are determined.

- **ARE YOU IN A FLOOD ZONE?** If the property is located in a flood zone, then the cost of flood insurance will reflect the flood zone designation for the property. Properties in low-risk X zones or Shaded X zones generally have lower flood insurance rates. Some X zone properties may qualify for a preferred risk policy (PRP). Properties in AE zones, AO zones and VE zones will be higher in cost due to the higher risk associated with these flood zones. VE zones are the highest risk zones and may have higher flood insurance rates.
- **HAS THE ZONE CHANGED?** If the flood zone designation for your property has changed, talk to your insurance agent about what impacts the new designation may have on your insurance rate. If your property has changed from a higher risk zone to a lower risk zone, you may experience decreased flood insurance costs. Please contact your insurance agent to discuss your options.
- **ELEVATE TO MITIGATE** The elevation of the first floor of living area directly impacts the cost of flood insurance. If the first floor is below the base flood elevation, then your insurance rate will be significantly higher. On the outer Banks, elevating structures is the preferred construction method to mitigate flood risks. Older, existing homes can be raised to mitigate flood risks. Equipment, such as the HVAC unit, should also be elevated to the applicable base flood elevation for costs savings.
- **FLOOD VENTS** Flood vents are required for enclosed areas located below the base flood elevation. Proper installation of flood vents will impact your flood insurance rate.
- **ENCLOSED AREAS** Areas located below the base flood elevation are limited to use for parking, access and storage. All construction materials used in areas below the base flood must be flood resistant materials. A list of flood resistant materials can be found at OBXFloodMaps.com.

## ELEVATE TO MITIGATE!

### 1 Foot = 30% Reduction

An elevation of 1 foot above the base flood elevation may result in significant savings in flood insurance premiums. Elevating a home above the base flood is the best way to reduce the cost of your annual flood insurance premiums.  
(Source FEMA October 2017)



Older home in Hatteras village elevated to mitigate flood risks



For more information  
visit: [OBXFloodMaps.com](http://OBXFloodMaps.com)

- Latest information on updated flood maps
- Explanation of different flood zones and associated risks
- Additional FAQs
- Subscribe to receive emails
- Request flood zone designation for your property
- Video gallery



“LOW RISK” Is Not “NO RISK”

**"LOW RISK" Is Not "NO RISK"**



**Did you know that 1 in 4 flood losses occur in low-risk X Zones?**

**Floods can happen anywhere.**

Flood maps only depict those areas subject to a 1% annual chance of flooding and do not reflect other sources of flooding such as rainfall or elevated groundwater levels. Flood maps do not account for all sources of flood risks.

**FLOODS** are the **#1 Natural Disaster** in the United States

[OBXFloodMaps.com](http://OBXFloodMaps.com)



NC 12 in Kill Devil Hills, October 2017

**FLOOD SOURCES**  
Storm surge from hurricanes is not the only cause of flooding.

Rainfall from hurricanes and other storms can cause flooding. Even homes in areas that generally do not flood may be damaged due to flash flooding from rain, high groundwater levels and the naturally low island topography of the Outer Banks. Properties located in low-risk Shaded X or X-zones are still vulnerable to flooding. A low risk flood zone does not mean your property will not flood.

Alteration of natural drainage patterns and wetland areas can result in increased risks of flooding. Wetland areas help dissipate wave energy and reduce erosion.

Drainage ditches and streams should be maintained and kept free of debris.

Heavy rain and surface runoff may overwhelm stormwater improvements resulting in floodwaters overflowing into roads and buildings.

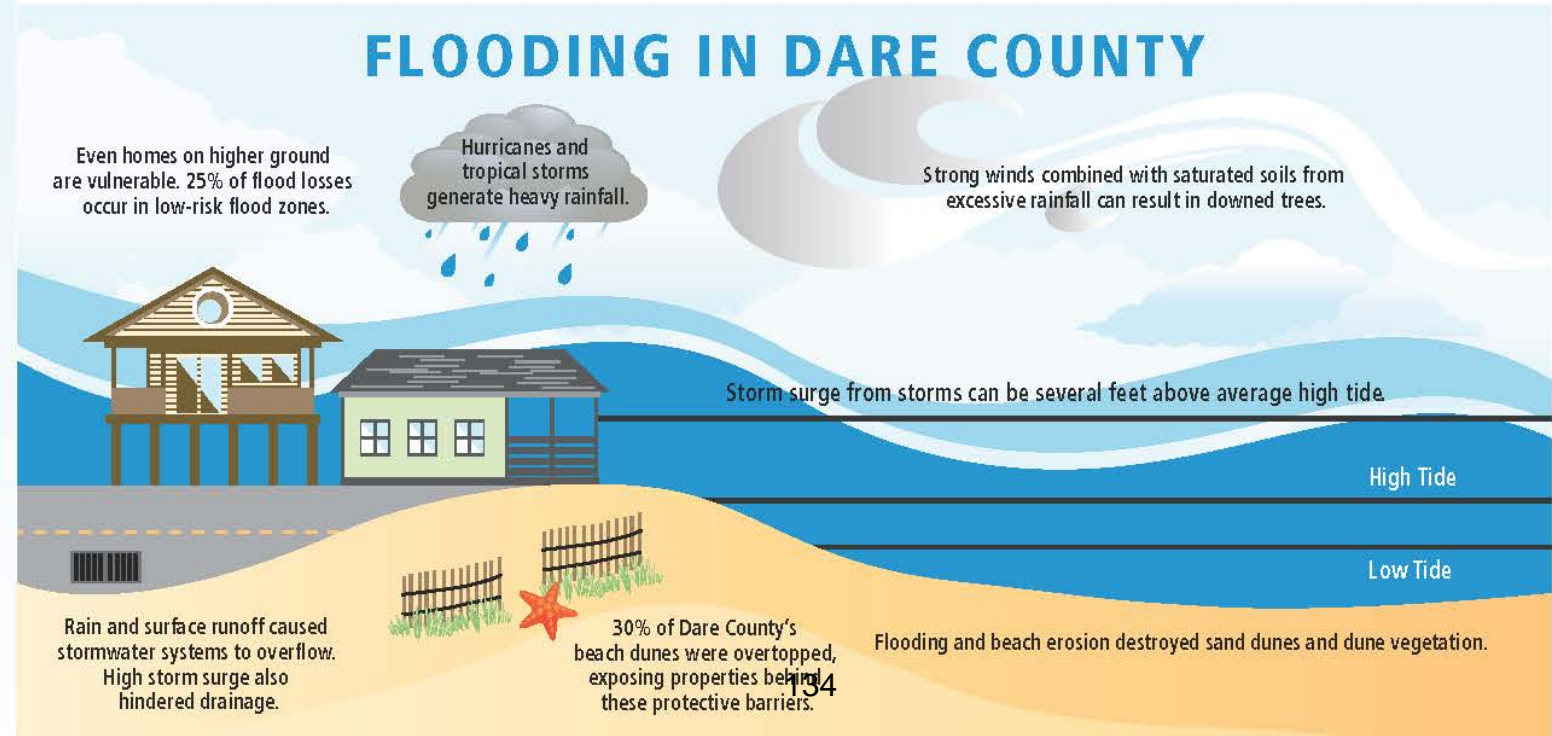
**Rainfall** from Hurricane Matthew in October 2016 exceeded 10 inches in Dare County communities, flooding some homes and businesses built on higher ground.



Rainfall from coastal storms can be excessive, flooding homes and businesses built on higher ground.

**1 Inch WATER DAMAGE = \$21,000 IN PROPERTY DAMAGE**  
(2,000 Square Foot Home On Average)

Protect your home with flood insurance — call an insurance agent and discuss a flood policy. Protect your investment for today and future generations.



**Flood Insurance**

**—What You Need to Know**

Homeowners insurance policies do not cover flooding in any zone. A separate policy for flood is needed. Flood insurance is an important tool to protect your property from flood risks. Coverage may be purchased for building and contents or just contents. Talk to your insurance agent today to find out your options and what works best for you.

**FLOOD INSURANCE COVERAGE**  
(coverage limits set by FEMA October 2017)

	Basic Coverage Limits	Additional Insurance Limits	Total Insurance Limits
<b>Building Coverage</b>			
Single Family	\$60,000	\$190,000	\$250,000
Two-to Four Family	\$60,000	\$190,000	\$250,000
Other Residential	\$175,000	\$75,000	\$250,000
Small Business	\$175,000	\$325,000	\$500,000
<b>Contents Coverage</b>			
Residential	\$25,000	\$75,000	\$100,000
Non-residential/ Small Business	\$150,000	\$350,000	\$500,000

**General Guidance on Flood Insurance Coverage** (Source: FEMA October 2017)

Building Coverage	Contents	What's Not Covered
Building and foundation	Clothing and furniture	Cash, precious metals
Electrical, plumbing, mechanical systems	Curtains	Landscaping
Refrigerators, stoves, built-in appliances	Window HVACs	Hot tubs and pools
Permanently installed carpets over unfinished floor	Portable microwaves	Temporary housing
Permanently installed cabinets, paneling, bookcases	Washers and dryers	Septic systems
Window blinds	Freezers/food in them	Fences
Debris removal	Artwork up to \$2500	Vehicles

**Business owners and renters can also purchase flood insurance policies.**



*Request for Approval of FY19-20 Support Costs for Statistical Analysis Software*

**Description**

See attached Item Summary.

**Board Action Requested**

Request the Board's approval of annual software support cost of \$15,000 in fiscal year 19-20.

**Item Presenter**

Hosea Wilson, Assistant County Assessor

## ITEM SUMMARY

### **Request for Approval of FY19-20 Support Costs for Statistical Analysis Software**

Appraisal staff are starting the initial analysis phases of the 2020 countywide property revaluation. In preparation for that analysis, late last year we reviewed a very robust statistical analysis tool called Spatialest. We believe the benefits of greater accuracy and transparency in the valuation process are well worth the costs. The quote is \$30,000 for setup, training, and the first year of support. Although we did not budget for Spatialest, we can reallocate the needed funds in the current budget (FY17-18) through a combination of funds earmarked for revaluation expenses, cost savings, cutting back, and postponement of some planned purchases. We are requesting the Board's approval for future year (FY19-20 forward) annual support costs of \$15,000. Because analysis work needs to start as soon as possible, we would not be able to take full advantage of this tool if we request this in the FY18-19 budget, which if approved, would mean setup and training could not begin until after July 1.

### SPATIALEST

Spatialest is a powerful statistical analysis tool that we believe will provide essential enhanced functionality for the 2020 reappraisal and beyond. The Spatialest system uses property sales in conjunction with cost models to indicate market values. This is unique in that it combines both the sales comparison and cost approaches to value to produce a single reconciled appraised value, which will greatly increase efficiency during the lengthy revaluation process. The system works in a GIS based environment to project property values, sales ratios and statistics on maps, allowing us to more readily determine appraisal uniformity. The system allows appraisers to select comparable properties from that same map-based environment, thus facilitating the appeals process and making it much more transparent for taxpayers.

The product integrates with our current Tyler Technologies CAMA software and also the Pictometry oblique imagery purchased through the CIP program last year. There are additional service packages available through Spatialest that build onto the Spatialest program and allow public use and enhanced transparency. We believe this product to be on the cutting edge of technology for property appraisal and assessment purposes and feel confident it will greatly assist in providing equitable assessments for the taxpayers of Dare County.



Greta Skeen  
Dare County Tax Administrator  
962 Marshall C Collins Dr  
Manteo, NC 27954

Spatialest  
101 N. Woodland Blvd  
Suite A304  
Deland FL 32720

23 March 2018

info@spatialest.com  
www.spatialest.com

Office: 617 418 4531

Dear Greta,

**Re: Spatialest: Dare County, NC**

Please find below a quotation for the Spatialest product for Dare County, NC. This quotation is valid for 90 days.

**A. Product Description**

Item	Description
1.	<b>Spatialest by Spatialest Inc</b> Spatialest uses comparable sales information, property characteristics, and location to produce estimates of value. It combines statistical analysis within the power of a map interface enabling both novice and advanced users to generate high quality accurate appraisal analysis.

**B. License Fees**

Item	Description	Cost (\$)
1.	Spatialest Annual License (Product Updates, Support & Maintenance)	15,000

### C. Professional Services Fees

Item	Description	Cost (\$)
1.	Spatialest Training (Customized with Dare County data) Unlimited Attendees	15,000
2.	Additional on-site Consultancy \$1,500 Per Day	Nil
3.	Additional off-site Consultancy \$1,000 Per Day	Nil

### D. Costs

#### Year One

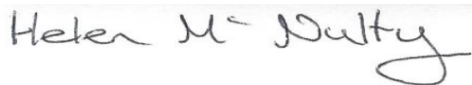
Item	Description	Cost (\$)
1.	Spatialest	30,000

#### Subsequent Years

The license fee detailed below would not be due and payable until after July 1<sup>st</sup> 2019 and every year thereafter.

Item	Description	Cost (\$)
1.	Spatialest	15,000

Thank you,



Helen McNulty

Senior Client Executive

Office: 617 418 4531





## NORTH CAROLINA COUNTIES WITH SPATIALEST CONTRACTS IN PLACE

- Durham
- Mecklenburg
- Pitt
- Brunswick
- Lincoln
- Wilson
- Carteret
- Haywood
- Johnston
- Wayne
- Gaston
- Buncombe
- Robeson

### COMMENTS

*Ken Joyner, Mecklenburg County Assessor:*

“It is intertwined through so many of our processes. It is a great product and highly recommend.”

*Jeff Niebauer, Brunswick County Tax Administrator:*

“Spatialest is a valuable tool that we purchased last year. We have used it extensively to clean up data and now we are using it to model for the sales approach in reval. We also purchased comper for working appeals but have not used it yet. Mostly testing comper for reval. We have been very pleased with the product and results. Currently we have Spatialest and Comper. We do not have comper for citizen or any of their other products.”

*Alfred Gillikin, Assistant Tax Administrator, Carteret County:*

“We have had Spatialest for a little while now. We were struggling to get our CAMA data out of our system. Staff worked hard and produced a good data file for Spatialest to work with. We’ve completed the first phase of training with Spatialest. We are now working on the data cleansing part of the software. Hopefully in the near future we will have the 2<sup>nd</sup> part of training which deals with regression analysis. We only have the Spatialest software. We hope at some point in the future to get Comper. Jake Lackey is great to work with as is Ms. Helen McNulty. I think you’ll be happy with the product.”



# Spatialest

## Spatialest

The missing piece in your CAMA system! Spatialest provides the ability to cleanse and review your data, test for representativeness, create and review valuations. Spatialest allows you to model and understand your data. The patented valuation process uses property attributes, comparables and location to create the most accurate market values. Perform Multiple Regression Analysis or Comparable Sales Analysis quickly and easily.

- **Highly flexible data cleansing tool**
- **Easily visualize & review your data on a map**
- **Generate market valuations based on regression and comparable sales**
- **Integrate with any CAMA system**
- **Enable appraiser to easily generate regression value analysis**
- **Generate multiple values to check consistency and predictive accuracy**



**INFO:** [www.spatialest.com](http://www.spatialest.com)

### Five Simple Steps in Spatialest

- Data Import and Cleansing
- Review Sales Data
- Test for Representativeness
- Generate Accurate Values
- Sales Ratio Analysis
- Utilize our MRA Toolset

*"The location sensitive models & comparable reporting tool will play a huge part in managing our valuation process."*

Chip Parks,  
Project Manager - Analyst

*"I have never had a better relationship with a software vendor in terms of product quality, training & implementation."*

Jerry Roberts, Assessor,  
Boulder County, CO.

*"Spatialest will be a great time & money saver when it comes to appeals"*

Jake Lackey,  
Appraiser, Lincoln Co, NC.

simplify • analyze • predict

/spatialest @spatialest

Tel: (617) 418 4531 • Email: [info@spatialest.com](mailto:info@spatialest.com) • Web: [www.spatialest.com](http://www.spatialest.com)

# BACKGROUND (FROM SPATIALEST'S WEBSITE)

## ABOUT US

Spatialest's strength is the team – highly skilled and experienced we deliver simple answers to complex problems.

We lead the way in the Appraisal world, we were the first company to develop a GIS based methodology that fully recognized and incorporated the importance of location using the best local comparables, a US patent was granted in March 2003.

Spatialest have deep industry experience and expertise and are dedicated to supporting and assisting County Tax Assessor Departments across the Country. We develop applications that solve problems and make your job easier. Clients are at the center of our thinking and work, your problems are truly ours. We are responsive to individual needs and strive to create effective solutions that deliver outstanding benefits.

The comprehensive suite of flexible software solutions provide visually compelling information that facilitates the smooth running of your Assessment cycle. Consultancy and development services allow individual requirements to be catered for, creating results and solutions that precisely and accurately address the needs of individual offices.

We are a national company with Clients from Hawaii to the Florida Keys – you cannot get much bigger coverage! Client communication and support are fundamental to our work, a decision to purchase one of our products is merely the starting point of the relationship. Our support and technology teams will be right beside you every step of the way.

Let us help you.

## COMPANY HISTORY

Spatialest® is a unique enterprise software company based in Northern Ireland. Spatialest has transitioned from CDC Ltd, a University of Ulster spin out company, into a new organisation focusing on Location, Value and Technology – our three tenets.

The company created and successfully launched the first GIS based property analysis toolset – 'Spatialest' for the global public sector taxation market in 2005 and has been marketing the product globally ever since. The Company now offers a suite of products under the Spatialest banner including Comper, Comper for Citizens and Analytics.

Our client portfolio now has a net worth of over \$100 Billion of property assets and our Spatialest valuation product, currently in use worldwide, generates Billions of \$'s in taxable revenue annually.



*Buxton Beach Nourishment – CSE Amendment #1 to Agreement for Professional Services*

**Description**

Please see the attached Item Summary

**Board Action Requested**

Approve contract and authorize Chairman to execute.

**Item Presenter**

David Clawson, Finance Director

**Item Summary: Buxton Beach Nourishment – CSE Amendment #1 to Agreement for Professional Services**

USACE, NPS, and State permit conditions for the Buxton beach nourishment project require post project monitoring. The required scope is on pages 1-3 of attached amendment to the Coastal Science & Engineering contract. The contract amendment then sets out the required tasks and the dates they must be performed, all summarized on the 11<sup>th</sup> page.

The amendment price/budget is shown on the 14<sup>th</sup> page at a total of \$566,972. The cost per year is:

- Year 1            \$156,428
- Year 2            \$105,110
- Year 3            \$102,057
- Year 4            \$76,917
- Year 5            \$126,440

(The Nags Head post project monitoring contract was \$447,734.)

An estimate of the first year’s monitoring cost was included in the project budget at \$200,000. After those funds are spent, the remaining \$366,972 will be budgeted annually in the Beach Nourishment Fund budget in FY 2020-2023.



**AGREEMENT BETWEEN CLIENT AND ENGINEER  
FOR PROFESSIONAL SERVICES PROPOSED IN AMENDMENT #1**

**Project Name:** **Amendment #1** — *Post-Project Monitoring and Maintenance Services for Years 2018–2022 Following the Completion of Beach Restoration at Buxton, Dare County, North Carolina*

**CSE Project No.** 2403-Post-Project Monitoring [2403-PPM]

THIS AGREEMENT is made on the 20<sup>th</sup> day of March 2018, by and between County of Dare, North Carolina, hereinafter called CLIENT, and Coastal Science & Engineering, hereinafter called ENGINEER.

The CLIENT and ENGINEER, for mutual consideration hereinafter set forth, agree as set forth below and as set forth in the attached standard provisions:

1.0 ENGINEER'S SERVICES: The ENGINEER shall perform professional services in connection with the Project as set forth below and contained in this Agreement:

Services provided shall be as described in the attached Amendment #1, dated 22 February 2018, and made a part of this Agreement herein.

2.0 TERM OF CONTRACT

2.1 The ENGINEER shall start performing services hereunder within five (5) days after receipt of the CLIENT'S authorization to proceed, which shall not be given later than 45 days after the date of this Agreement.

2.2 The term of this Agreement is from the date of the CLIENT'S authorization to proceed to 31 December 2022 or completion of the monitoring services.

2.3 **The CLIENT may cancel this contract on thirty (30) days' written notice to the ENGINEER by certified mail or personal delivery.** This contract is subject to the availability of funds to purchase specified ENGINEER'S SERVICES and may be terminated at any time if such funds become unavailable.

3.0 ENGINEER COMPENSATION:

In accordance with this Agreement, the ENGINEER shall provide professional services for which the CLIENT shall compensate ENGINEER as follows:

*Fees shall be in accordance with Amendment #1 – Proposed Budget – Five Years (2018–2022) (the table on page 14) dated 22 February 2018.*

OTHER:

3.1 Payments will be made to the ENGINEER on a monthly basis upon presentation of an approved invoice for services accomplished the prior month.

4.0 SPECIAL PROVISIONS:

4.1 The Agreement shall be governed by the laws of the State of North Carolina.



- 4.2 During the term of this Agreement, ENGINEER agrees to provide evidence of workmen's compensation insurance coverage where applicable and comprehensive general liability insurance coverage.
- 4.3 During the term of this Agreement, ENGINEER agrees to provide evidence of professional liability insurance with a limit of at least \$1,000,000 for each claim and an annual aggregate of at least \$2,000,000.
- 4.4 The CLIENT acknowledges and understands the potential risks with engineering and construction activities, and agrees to allocate risk in proportion to the ENGINEER'S fees for the project. The CLIENT therefore agrees to limit the ENGINEER'S liability to the CLIENT, due to any claim of any nature whatsoever arising out of or relating to the performance of professional services under this Agreement, such that the total aggregate liability of the ENGINEER shall not exceed the ENGINEER'S fee for labor on the project or limits of the ENGINEER's professional insurance policy, whichever is higher.
- 4.5 ENGINEER is not responsible for the identifying, discovering, removal and/or treatment (remediation) of any hazardous waste, known or unknown at the site, nor for the consequences of any hazardous waste materials of any kind at the site, including, but not limited to asbestos and PCBs, as well as materials not yet known as hazardous.
- 4.6 Any notices required to be given under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, addressed to the CLIENT at County of Dare, PO Box 1000, Manteo NC 27954, and to the ENGINEER at PO Box 8056, Columbia, SC 29202-8056 and by depositing same with the U.S. Postal Service. When so given, such notice shall be given from the time of mailing the same.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ENGINEER:  
Coastal Science & Engineering Inc  
PO Box 8056, Columbia SC 29202-8056

BY: *Harry K. King*  
TITLE: Principal Engineer

DATE: March 20, 2018

WITNESS: *Ruth E. Man*

County of Dare, North Carolina  
PO Box 1000, Manteo NC 27954

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Executive Director (Signature)



## STANDARD PROVISIONS

### 1.0 CLIENT 'S RESPONSIBILITY:

The CLIENT shall, unless otherwise provided for in this Agreement, at no cost to the ENGINEER:

- 1.1 Furnish to the ENGINEER all reasonable survey and property description data in CLIENT's possession requested by the ENGINEER for the Project.
- 1.2 Guarantee full and free access for the ENGINEER to enter upon all property controlled by the CLIENT for the performance of the ENGINEER'S services. ENGINEER shall obtain necessary approvals from the National Park Service (NPS) for access to NPS property. CLIENT shall be responsible for obtaining all construction easements.
- 1.3 Furnish to the ENGINEER all existing studies, reports and other available data and services of others pertinent to the Scope of Services, and obtain additional reports and data as required; and ENGINEER shall be entitled to rely on such information and services in performance of services hereunder.
- 1.4 Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER'S performance of services under this Agreement.

### 2.0 PAYMENTS TO THE ENGINEER:

- 2.1 Progress payments shall be made in proportion to the services rendered and as indicated within this Agreement and shall be due and owing upon the ENGINEER'S submittal of any invoice. Past due amounts owed shall include a late payment charge which will be computed at the interest rate of 0.5 percent per month, which is an Annual Percentage Rate of 6 percent, and will be applied to the balance unpaid 30 days after receipt of the original invoice.
- 2.2 No deductions shall be made from the ENGINEER'S compensation on account of penalty or other sums withheld from payment to Contractors.
- 2.3 Hourly rates and reimbursable expenses shall remain as proposed in Exhibit A for the duration of Phase 1 services.
- 2.4 Reimbursable expenses are in addition to ENGINEER'S compensation for services performed on an hourly basis and include expenditures made by the ENGINEER, his employees or his consultant(s) in the interest of the project.
- 2.5 If the Project is delayed or if the ENGINEER'S services on the project are delayed or suspended for more than three months for reasons beyond the ENGINEER'S control, the ENGINEER may, after giving **seven (7) days'** written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained hereinafter in this Agreement.
- 2.6 Upon breach of this AGREEMENT by either party, the non-prevailing party in any action resulting from such breach shall be responsible for and liable to the other party for all costs associated with such action, including reasonable attorney's fees. This provision shall survive the term of this AGREEMENT and any early termination by either party.
- 2.7 Notwithstanding any other provisions herein, it is the intent of the parties hereto to comply with all relevant North Carolina constitutional restrictions and general statutes. No provision of this Contract shall be construed or interpreted as creating a pledge of the faith and credit of Dare County within the meaning of any constitutional





debt limitation except for any funding which may have been budgeted for this contract from general obligation bond revenues specifically related to the Project. No provision of this Contract shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of credit of Dare County within the meaning of the Constitution of the State of North Carolina. This Contract shall not directly or indirectly or contingently obligate Dare County to make any payments beyond those budgeted for this Contract from revenues to be received from general obligation bonds specifically issued for the Project or as may be appropriated from other revenues in the sole discretion of Dare County for any fiscal year in which this Contract shall be in effect. Beyond the amount approved by Dare County's relevant bond referendum, the taxing power of Dare County is not and may not be pledged directly or indirectly or contingently to secure any monies due under this Contract. No provision of this Contract shall be construed to pledge or create a lien on any class or source of Dare County's monies nor shall any provision of this Contract restrict the future issuance of any of Dare County's bonds or obligations payable from any class or source of Dare County's monies. To the extent of any conflict between this Section and any other provision of the Contract, this Section shall take priority.

- 2.8 If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The Engineer shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon payment in full by the CLIENT, the ENGINEER shall resume services under this Agreement, the time schedule and compensation adjusted for the period of suspension plus any other reasonable time and expenses necessary for the ENGINEER to resume performance.
- 3.0 GENERAL PROVISIONS:
  - 3.1 Field data and analyses, drawings, computer data, and other work data developed by the ENGINEER for this project and paid for by the CLIENT shall become the property of the CLIENT and shall remain the property of the CLIENT whether the project is completed or not. The CLIENT shall not reuse any of the ENGINEER'S instruments of service on extensions of this Project or on any other project without the written permission of the ENGINEER. Any unauthorized reuse shall be at the CLIENT'S risk and the CLIENT agrees to hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER'S instruments of service by the CLIENT or by others acting through the CLIENT.
  - 3.2 Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent associates and consultants as ENGINEER may deem appropriate to assist in the performance of the services hereunder.
  - 3.3 **The Agreement may be terminated on thirty (30) days' written notice by the CLIENT to the ENGINEER by certified mail or personal delivery.** If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses due.
  - 3.4 This Agreement represents the entire and integrated agreement between the ENGINEER and CLIENT and supersedes all prior negotiations, representations, or agreements—either written or oral. The Agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.
  - 3.5 In an effort to resolve any conflicts that arise during performance of services, the CLIENT and ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all



agreements with subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method of dispute resolution between parties to those agreements.

### 3.6 Claims for Listed Damages

3.6.1 Waiver of Claims Between Engineer and Agency. Notwithstanding any other provision of the Agreement, but subject to a duty of good faith and fair dealing, the Engineer and Agency waive Listed Damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. The Listed Damages are damages incurred for principal office expenses and overhead (including, but not limited to, the compensation of personnel stationed there, rent, utilities, and office equipment), for losses of financing, business, and reputation, for loss of profit other than anticipated profits arising directly from the Work, and for attorney's fees, insurance, and interest (excluding post-judgment).

3.6.2 Waiver of Engineer Claims Against the Contractor. Notwithstanding any other provision of this Agreement, but subject to a duty of good faith and fair dealing, the Engineer waives all claims against both the Contractor and any of the Contractor's subcontractors (at any tier) for Listed Damages arising out of or relating to this Contract. The Listed Damages are damages incurred for principal office expenses and overhead (including, but not limited to, the compensation of personnel stationed there, rent, utilities, and office equipment), for losses of financing, business, and reputation, for loss of profit other than anticipated profits arising directly from the Work, and for attorney's fees, insurance, and interest (excluding post-judgment).

3.7 Neither party shall hold the other responsible for damages caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.7.1 No officer or agent of Dare County or the Engineer, while acting within the scope of his/her authority, shall be subject to any personal liability or accountability by reason of his/her execution of this Contract or any other documents related to the transactions contemplated hereby. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.

3.8 In the event any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.9 The ENGINEER is not responsible for design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary detainment of excavations, and any erection methods and temporary bracing.

3.10 The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either expressed or implied.

3.11 Any estimate of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such estimates as compared to Contractors bids or actual cost to the CLIENT.

The ENGINEER's federal identification number is 57-0784511.



## **AMENDMENT #1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

[CSE 2403] [22 February 2018]

### **2018–2022 (Five Years) Post-Project Monitoring and Maintenance Services Beach Restoration at Buxton Dare County, North Carolina**

#### **INTRODUCTION**

This is Amendment #1 to the Agreement between CSE and Dare County (dated 26 April 2013 for Phase 1 services and 10 September 2014 for Phase 2 services) for professional services in connection with the Buxton beach restoration project (CSE 2403). It covers post-project monitoring and maintenance after the completion of construction. At the time of this Amendment, ~94 percent of the project volume has been placed on the beach, and the project is anticipated to be completed in early March 2018.

Post-project surveys are a requirement under the state and federal permits (CAMA Major Permit No. 136-15; NPS Special Use Permit GOV16-5700-014; and USACE Permit No. SAW-2015-0612). It has the purpose of protecting endangered species, tracking the physical condition of the beach after nourishment, quantifying sand volume changes, and determining whether the project area qualifies for FEMA’s post-storm beach restoration funding following declared disasters. The monitoring results can also be used to identify erosion hot spots and recommend small-scale maintenance renourishment, placement of sand fencing, and/or sand scraping so as to increase the life of the project.

#### **Post-Project Monitoring and Maintenance Required by State and Federal Permits**

The USACE Permit Special Condition #40 requires that “*The Permittee will comply with the enclosed U.S. Fish and Wildlife Service Biological Opinion (BO) issued on February 8, 2016*”. The following physical monitoring items are required by the BO after project completion.

- *Page 24 – Visual surveys for escarpments along the Action Area must be made immediately after completion of sand placement, and within 30 days prior to May 1 for two subsequent*

*years after any construction or sand placement event. [Note: the state permit No. 136-15 Additional Conditions #15f requires escarpment monitoring and associated leveling for three years post construction.] Escarpment that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet must be leveled and the beach profile must be reconfigured to minimize scarp formation by the dates listed above. Any escarpment removal must be reported by location. If the sand placement activities are completed during the early part of the sea turtle nesting and hatching season (May 1 through May 30), escarpments must be leveled immediately, while protecting nests that have been relocated or left in place. The Service must be contacted immediately if subsequent reformation of escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet occurs during the nesting and hatching season to determine the appropriate action to be taken. If it is determined that escarpment leveling is required during the nesting or hatching season, the Service or NCWRC will provide a brief written authorization within 30 days that describes methods to be used to reduce the likelihood of impacting existing nests. An annual summary of escarpment surveys and actions taken must be submitted to the Service's Raleigh Field Office.*

- *Page 25 – Sand compaction must be monitored at least twice after each sand placement event. Sand compaction must be monitored in the project area immediately after completion of any sand placement event and one time after project completion between October 1 and May 1. Out year compaction monitoring and remediation are not required if the placed material no longer remains on the dry beach. Within 7 days of completion of sand placement and prior to any tilling (if needed), a field meeting shall be held with the Service, NCWRC, and the Corps to inspect the project area for compaction and determine whether tilling is needed.*
  - *If tilling is needed, the area must be tilled to a depth of 36 inches. All tilling activities shall be completed prior to May 1 of any year.*
  - *Tilling must occur landward of the wrack line and avoid all vegetated areas that are 3 square feet or greater, with a 3 square feet buffer around all vegetation.*
  - *If tilling occurs during the shorebird nesting season (after April 1), shorebird surveys are required prior to tilling per the Migratory Bird Treaty Act.*
  - *A summary of the compaction assessments and the actions taken shall be included in the annual report to NCDRCM, the Corps, and the Service's Raleigh Field Office.*
  - *These conditions will be evaluated and may be modified if necessary to address and identify sand compaction problems.*
- *Page 25 — Two surveys of all lighting visible from the beach placement area must be conducted by Dare County, using standard techniques for such a survey, in the year following construction. The first survey must be conducted between May 1 and May 15, and a brief summary provided to Service. The second survey must be conducted between July 15 and*

*August 1. A summary report of the surveys (including the following information: methodology of the survey, a map showing the position of lights visible from the beach, a description of each light source visible from the beach, recommendations for remediation, and any actions taken) must be submitted to the Raleigh Field Office within 3 months after the last survey is conducted. After the annual report is completed, a meeting must be set up with Dare County, the Corps, NCWRC, and the Service to discuss the survey report, as well as any documented sea turtle disorientations in or adjacent to the project area.*

- *Page 25 — Sea turtle nesting surveys must be conducted within the project area between May 1 and November 15 of each year, for at least two consecutive nesting seasons after completion of each sand placement activity (2 years post-construction monitoring after initial construction and each maintenance event).*

In addition, the NPS Special Use Permit GOV16-5700-014 Condition #14 requires the following:

- *In addition to any other reviews or post construction monitoring that may be called for in other applicable permits, the park recommends that at least one post efficacy review made during the required monitoring period pertaining to the volume of beach sand remaining on the beach must be accomplished by an independent third party or company, not affiliated in any way with the project. Copies of all reviews and reports following the project are to be provided to the park. Post-project monitoring must be permitted under a park Scientific Collection & Monitoring Permit.*

Therefore, the proposed beach condition surveys will include the following tasks per the above state and federal permit conditions:

- Visual inspection of escarpment in April for three years after project completion
- Sand compaction test in April for one year after project completion
- Lighting surveys in May and July for one year after project completion
- Semiannual or annual beach and inshore profiles at minimum 500-ft spacing at project stations, including upcoast and downcoast areas to track the project condition and the spread of nourishment sand to adjacent areas.
- Annual bathymetric surveys of offshore borrow area
- Data analysis to determine nourishment volumes remaining by reach and volumes remaining with respect to the renourishment needs.
- Sediment sample collection and analysis for monitoring the as-built quality of sand on the visible beach every year.

- Aerial photography to document the general conditions of the shoreline each year and periodic controlled vertical photography approximately once per three years.
- Contour movement analysis and mapping to illustrate for the community the shift over time of key reference contours including local mean high water, the edge of the dry-sand beach, and the face of the foredune.

### **Relationship to Prior Services and Project Costs**

CSE's original service agreement with Dare County (dated 26 April 2013 for Phase 1 and 10 September 2014 for Phase 2) covered feasibility study, preliminary design, surveys, geotechnical studies, permitting, environmental documents, final design, project plans and specifications, construction administration, and final report under nine tasks. The authorized budget for Phase 1 and Phase 2 services are (not to exceed) \$1,828,386. The County's construction budget prior to receipt of bids was \$22,963,175. Final construction cost is expected to be (~)\$22,150,000, ie – \$813,175 lower than the County's budget. The present proposal covers separate physical monitoring after project completion and does not duplicate any previously approved services. For purposes of tracking annual monitoring costs, CSE proposes conducting the following scope of services under job numbers 2403–Post-Project–01 (Year 1), 2403–Post-Project–02 (Year 2), 2403–Post-Project–03 (Year 3), etc. Fees and expenses are presented based on the annual cost for services with adjustments/allowances for certain non-recurring items.

Post-storm survey is not included in the proposal. If a declared emergency occurs during this five-year monitoring period, beach conditions should be surveyed as soon as road and sea conditions allow. Timely survey and efficient coordination with FEMA have been proven to be the key elements of possible restoration reimbursement from FEMA. Therefore, CSE includes a Contingency Cost in this proposal to cover one-time post-storm survey and document preparation for FEMA to ensure expeditious response after a declared disaster.

Estimated schedule of services are listed on page 11, and the proposed budget is summarized on page 14 of this proposal.

***Task 1) Visual Surveys for Escarpments — in April 2018, April 2019, and April 2020***

CSE proposes to visual survey for escarpments along the project area in April for three subsequent years after project completion. If escarpments interfere with sea turtle nesting or exceed 18 inches in height for a distance of 100 feet or more, CSE will contact the Fish and Wildlife Service (FWS), and the FWS will determine the appropriate action to be taken. If it is determined that escarpment leveling is required, CSE will assist Dare County to comply with the methodology that is described in FWS' authorization notice to level the escarpment. An annual summary of escarpment surveys and actions taken will be submitted to the Service's Raleigh Field Office as required by the Biological Opinion.

***Task 2) Sand Compaction Surveys — in April 2019***

At the time of this proposal, ~94 percent of the project volume has been placed on the beach, and the project is anticipated to be completed in early March 2018. As per the requirement of the Biological Opinion, CSE will conduct the first sand compaction test immediately after project completion. This first test is covered in the present agreement under Task 7 (Construction Observation and Administration) of Phase 2 services. CSE proposes to perform the second compaction test in April 2019 prior to the start of turtle nesting season along the project area and adjacent unnourished reaches following standard protocols in accordance with the Biological Opinion.

Compaction will be measured using a cone penetrometer and reported in cone penetrometer units (cpu). Measurements will be made at 500-ft intervals along the beach at two measurement stations: seaward edge of the dune line and middle of the dry-sand beach. At each measurement station, readings will be taken at 6 inches, 12 inches, and 18 inches (three replicates each). Approximately 32 transects (64 stations) at 500-ft spacing encompass the nourishment area. Six additional transects (12 stations) will be monitored along adjacent, unnourished sections of beach to provide a comparison with nourished areas. A total of ~684 readings will be attempted during each survey. [Note: In some cases, sediments may be too dense to allow readings at the deeper depths in which case the result will be recorded as the upper most limit of the instrument scale used for the measurements.]

Compaction data will be compiled in spreadsheets, analyzed using standard statistics and compared against native beach (ie – unnourished areas) compaction. CSE will provide recommendations for tilling if a majority of readings in the nourishment area exceed 500 cpu (standard threshold for tilling) or exceed the native beach compaction, whichever is higher. A data report will be submitted to USACE, USFWS, NPS, and NCWRC as required by the Biological Opinion and the USACE project permit.

***Task 3) Lighting Surveys — in May and July 2018***

CSE proposes to provide two (2) assessments of night-time light sources visible from the beach following methods outlined in documentation provided by USFWS in the Biological Opinion. The two surveys shall be conducted in 2018 following the completion of construction between May 1 and May 15 and between July 15 and August 1.

CSE will mobilize to the project area and identify potential lighting issues by walking the beach at night between 9 pm and midnight near the high tide line and marking printed aerial photographs with locations of light sources. Notes will be made during the field survey describing the location and type of light source (landscape lighting, balcony lighting, security lighting, etc.). Long-exposure photography will be used to document lighting problems and for identification of specific properties/lights. These data will be available for reporting and enforcement purposes. CSE will produce a summary report including the following information: methodology of the survey, a map showing the position of lights visible from the beach, a description of each light source visible from the beach, recommendations for remediation, and any actions taken. The report will be submitted to the USFWS Raleigh Field Office, USACE, NPS, and the County within 60 days following the second survey as required by the Biological Opinion.

***Task 4) Beach, Inshore, and Borrow Area Surveys and Analyses of Volumetric Changes and Updated Sand Budget — in June and November 2018 and June 2019–2022***

CSE proposes to resurvey existing beach and inshore profile lines at ~500-ft spacing in the 15,500-foot project area, and re-occupy and survey ~21 additional profiles at 500-ft spacing north and south of the project limits (covering ~1 mile north and south). The additional lines north and south of the project area will be used to track upcoast and down-coast sand volume changes, and assess quantities of sand that may be leaving the project area and spreading to adjacent sections





of beach. Profiles will extend from the backshore (minimum ~100 ft landward of the existing foredune, if accessible) to –40 ft NAVD or a minimum of 2,500 ft offshore. The boundaries and transects of the survey will correspond to previously surveyed lines. CSE will also resurvey the borrow area that was used in the 2017-2018 construction to determine rates of infilling.

Semi-annual surveys (**Task 4a**) will be performed in 2018 (Year 1) in June and November (weather permitting) or on a schedule as close as practicable to June and November. Subsequent surveys (**Task 4b**) will be performed annually in June (weather permitting) so as to provide pre-storm condition data and to serve as the annual baseline for comparison with post-storm condition surveys. [Note: Post-storm condition surveys are not part of the proposed scope of services. Costs to cover one-time post-storm survey and document preparation for FEMA are included under Contingency in the Proposed Budget on page 14.]

Additional beach and inshore condition data will be collected along the beach for purposes of contour movement analysis and defining a datum-based mean high water and other key reference contours. The survey will be completed using RTK-GPS (Trimble™ Model R10 GNSS) for data collection. The offshore work will be performed using an Applanix POS MV Surfmaster IMU linked to an Odom Echotrac CV100™ precision survey fathometer for direct measurements of the bottom without the need for tide corrections. Measurements over subaerial portions of the project area will extend to low-tide wading depth. Offshore profiles will be collected at 50 Hz at high tide overlapping the wading-depth measurements, but will be filtered in the office to eliminate spikes and provide manageable size files via floating averages. Smoothed inshore data will be merged with subaerial data.

Ground photos will be taken at a limited number (~25 percent) of the monitoring stations and compared to pre- and post-project photos of the same areas. This will offer a simple visual assessment of dry beach width, dune condition, vegetative growth, escarpments, and general condition of the beach through time. Photos will also be taken of any areas or features of particular importance or interest observed during each monitoring event. The photos are not required under the state and federal permits, but they provide a convenient visual record for illustrating pre-storm conditions to FEMA officials.

CSE will perform daily QA/QC on all data collected by a combination of procedures including measurement of speed of sound, sounding-bar checks, direct soundings in deep water, real-time overlays with historical data using Hypack software and obtaining cross check lines for statistical

analysis of survey accuracy. Hydrographic data collection methodology will follow procedures set forth in the USACE Hydrographic Surveying Manual (EM 1110-2-1003; January 2002, updated April 2004).

Field data will be entered into CSE's beach profile analysis system (BPAS) and combined with historic profile data. Each profile will be checked for proper juxtaposition and datum correction with previous data surveys. Changes since the post-construction survey (anticipated to be conducted in March 2018) and selected earlier surveys will be computed. Overall volume changes by reach will be computed by extrapolating unit volume changes over representative shore lengths. CSE will compute sand volumes remaining in the 2017–2018 nourishment project area and compare them with post-nourishment and pre-project conditions. CSE will evaluate the net direction and rate of sand transport to downcoast and upcoast areas and identify developing erosion trends where applicable. Nourishment volume remaining within prescribed project limits, reaches and cross-shore lenses will be calculated and compared against expected project losses. Previous design analyses have established a background erosion rate of ~10–13 cubic yards per foot per year (cy/ft/yr) or 155,000 to 201,500 cy/yr within the 15,500-ft project limits. The degree to which sand losses meet or exceed this value will be calculated along with an estimated remaining life of the project.

#### ***Task 5) Annual Sediment Collection and Testing – in June 2018 to 2022***

CSE will collect representative sediment samples from the project area and immediately adjacent unnourished sections of Cape Hatteras National Seashore for purposes of documenting changes in sediment texture. A minimum of 10 transects (~1,000-ft to 4,000-ft spacing) with five (5) samples per transect will be collected annually between the toe of the dune and the low-tide wading zone.

Samples will be split for granulometric and shell analysis and will be tested in the lab using standard ASTM procedures. Grain-size distributions will be based on 0.25 phi intervals (21 sieves in the sand-size range). Additional coarse sieves will be used for samples which indicate significant concentrations of coarse-shell or gravel material. Fines will be reported as a percentage of the total based on the quantity passing the #230 sieve (ie – <0.0625 mm diameter). The results will be composited by reach and will be compared with pre-project and construction data by means of tables and graphs. Results of individual grain-size distributions will be reported using the method of moments as well as traditional graphic methods for calculating mean grain size and related sorting and skewness statistics.

### **Task 6) Annual Monitoring Report Preparation and Submission**

CSE proposes to prepare annual reports which will summarize the results of Tasks 1–5. The reports will address conditions in the nourishment project area between the foredune and inshore zone, and along adjacent unnourished areas. Monitoring data will be presented along with updated sand volume changes (nourishment volumes remaining) and a description of the overall performance of the project.

CSE will track the spread of nourishment sand in the longshore and cross-shore directions by comparing profile changes over time. Rates of change will be computed for representative sections of beach so as to identify developing favorable or unfavorable trends.

Each report will discuss beach erosion/accretion trends and rates along the project area and will include a summary of findings and recommendations for general maintenance. In addition to documenting the volume of sand remaining in the nourishment project area, each report will serve as a baseline condition for documentation of storm erosion losses (in the event of a major storm).

During Year 1, a brief interim report will be submitted soon after the first semi-annual monitoring survey in June 2018. The full report covering both 2018 surveys will be submitted in early 2019 following completion of the November 2018 condition survey.

CSE will complete an overflight of the project at least once per year for purposes of obtaining oblique aerial photography. Representative images will be included in each monitoring report along with pre- and post-construction images to illustrate the general condition of the beach, or to highlight developing erosion trends such as localized project hot spots.

*[Note: CSE's overflight photos will be used to document the general conditions of the shoreline each year. CSE herein includes an allowance of \$12,000 in the proposed budget for one time orthophotography during the five-year monitoring period covered in the present proposal. Orthophotography is a spacially rectified image representing the earth's surface in the area of coverage. It can be imported and utilized in the creation of a Geographic Information System (GIS) and defined coordinate system. The most recent orthophotography for the project area was obtained on 11 January 2016 through GPI Geospacial, Inc. (Charlotte, NC) for a price of \$10,610.]*

Each annual report will be completed and submitted within 120 days after completion of all field data collection for the survey year. Task 6 provides professional time for liaison with Dare County officials and annual presentation of results to the County Board of Commissioners (if requested). The annual report will include an executive summary written in an accessible style for the lay audience. In addition, CSE principals will prepare memoranda and presentation graphics for use by County officials to help illustrate the beach changes and overall performance of the project.

## **SUMMARY**

In summary, this proposal covers certain semi-annual and annual surveys over a five-year period (2018–2022) for purposes of complying with permit conditions and monitoring the performance of the 2017–2018 Buxton beach restoration project. Five (5) annual reports will be submitted covering the results of each survey. The reports will include:

- Data collection methodology.
- Survey control information.
- Plotted profiles (including comparative profiles for selected dates).
- Profile volume analyses for representative lenses (contour intervals).
- Net volume changes by profile and reach.
- Calculation of nourishment volumes remaining in the project area.
- Borrow area infilling rates.
- Results of sediment analyses and comparisons with earlier data.
- General notes on the beach condition and identification of erosion hot spots.
- Recommendations for dune enhancement and general beach maintenance.

The scope of services (Tasks 1–5) is per the state and federal permit requirements, and Task 4 is a prerequisite for FEMA post-disaster beach restoration funds. CSE acknowledges that the scope of services proposed herein are to be performed at the discretion of the County on an as-required basis, and believes that they are for the best interest of the County.

All data will be carefully checked for QA/QC following industry standard protocols and will be made available to the County for independent review and analysis by third-party observers as requested by the NPS Special Use Permit Condition #14. The data will be archived with historical data and will be placed in a format accessible to the USACE, NCDENR, NPS, and FEMA for purposes of applying for emergency beach restoration funds in the event of a declared storm emergency.

## ESTIMATED SCHEDULE OF SERVICES

Year 1	April 2018	Task 1	First annual escarpment survey and report
	May 2018	Task 3	First lighting survey
	June 2018	Task 4a	First semi-annual beach monitoring
	June 2018	Task 5	First annual sediment sampling
	July 2018	Task 3	Second lighting survey
	July-Aug 2018	Task 4a	Interim memorandum report on the beach condition
	Nov 2018	Task 4a	Second semi-annual beach monitoring
	Feb–Mar 2019	Task 6	First annual monitoring report complete (covering 2018 semi-annual surveys)
Year 2	April 2019	Task 1	Second annual escarpment survey and report
	April 2019	Task 2	First sediment compaction test and report
	June 2019	Task 4b	Second annual beach monitoring
	June 2019	Task 5	Second annual sediment collection
	Sep–Oct 2019	Task 6	Second annual monitoring report complete (following annual survey)
Year 3	April 2020	Task 1	Third annual escarpment survey and report
	Jun 2020	Task 4b	Third annual beach monitoring
	Jun 2020	Task 5	Third annual sediment sampling
	Sep–Oct 2020	Task 6	Third annual monitoring report complete (following annual survey)
Year 4	June 2021	Task 4b	Fourth annual beach monitoring
	June 2021	Tasks 5	Fourth annual sediment collection
	Sep–Oct 2021	Task 6	Fourth annual monitoring report complete (following annual survey)
Year 5	June 2022	Task 4b	Fifth annual beach monitoring
	June 2022	Tasks 5	Fifth annual sediment collection
	Sep–Oct 2022	Task 6	Fifth annual monitoring report complete (following annual survey)

## SERVICES NOT INCLUDED

The present proposal does not include services associated with post-storm surveys or liaison and coordination with the County and FEMA following a declared emergency. Such services will be provided by CSE upon request from the County at the earliest possible time and upon approval of a separate amendment proposal, scope of services, and budget.

Other data collection and analysis services that CSE can provide, but that are not covered in the present scope of work, include the following.

- *Sea turtle nesting surveys.* These surveys are required by the Biological Opinion for at least two consecutive nesting seasons after project completion. It is assumed that National Park Service will continue to conduct sea turtle nesting surveys along the project area at no additional charge to the County.
- *Multi-beam bathymetry and LIDAR imagery for more comprehensive coverage of beach topography.* These services would add substantial costs to the monitoring which CSE does not believe are justified at present. Profiles at 500-ft spacing along straight beaches away from tidal inlets (presented in this proposal) are consistent with planning and monitoring studies by USACE and others, and provide sufficient detail for volumetric change analysis used by FEMA.
- *Post-project shoreline change modeling utilizing GENESIS or similar shoreline evolution models.* Such models require extensive wave data for implementation. The field measurements proposed herein will provide direct measures of project performance. Such data, if combined with wave data, can be used by others in future planning studies and academic research.
- *Sediment tracer studies and specialized analyses of longshore transport after nourishment.* The fate of nourishment sand can be inferred from volume changes upcoast and downcoast of the project area. Should the County desire a more comprehensive analysis of longshore and cross-shore sediment transport, modeling of down-coast impacts, or analyses of groin conditions and sand trapping capacities following nourishment (including impacts of borrow areas on longshore transport), CSE can provide a proposal for these services.
- *Sediment sampling and testing at the NCCRC standard of 13 samples per transect between the foredune and (~)-20-ft depth contour.*



## **PROJECT MANAGEMENT**

The proposed scope of services will be performed under the supervision of Dr. HL Kaczkowski (PE – NC #37281), who has served as Project Engineer for the Buxton beach restoration project and conducted construction administration. Dr. Kaczkowski is a professional coastal engineer with over 20 years of experience, including extensive work in shoreline change simulations, development of sediment budgets, hydrodynamic modeling, and construction management. Project manager for the proposed work will be Steven B Traynum (MS), coastal scientist, who has served as assistant project engineer on the Nags Head nourishment project in 2011 and the Buxton restoration project in 2017–2018. Mr. Traynum has analyzed all historical survey data for Nags Head and has prepared data management programs in MATLAB for efficient handling of large databases. Dr. Kaczkowski and Mr. Traynum will provide close liaison with the County officials during the period of monitoring under this proposal. Both Kaczkowski and Traynum are principals in the firm.

Dr. Tim Kana (PG NC #1752) will provide review and editorial assistance for CSE’s work. They will be assisted by CSE staff, including Dr. Patrick Barrineau (Coastal Scientist), Trey Hair (CADD–graphics), Drew Giles (field data collection), and Diana Sangster (report production) — all of whom have served in key roles during the Buxton beach restoration project.



**PROPOSED BUDGET – FIVE (5) YEARS (2018 — 2022)**

Task	Description	Professional Fee Totals				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Visual Escarpments Surveys (3)	\$11,640	\$11,640	\$11,640		
2	Sediment Compaction Tests (1)		\$13,320			
3	Lighting Surveys (2)	\$23,280				
4a	Semi-Annual Beach Condition Surveys (2)	\$36,320				
4b	Annual Beach Condition Surveys (4)		\$18,160	\$18,160	\$18,160	\$18,160
5	Annual Sediment Collection & Testing (5)	\$5,840	\$5,840	\$5,840	\$5,840	\$5,840
6	Annual Monitoring Reports & Presentation (5)	\$33,040	\$33,040	\$33,040	\$33,040	\$33,040
Total Professional Fees		\$110,120	\$82,000	\$68,680	\$57,040	\$57,040
					<b>Five-Year Fee Total</b>	<b>\$374,880</b>

Task	Description	Reimbursable Totals				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Visual Escarpments Surveys (3)	\$1,500	\$1,500	\$1,500		
2	Sediment Compaction Tests (1)		\$1,733			
3	Lighting Surveys (2)	\$3,213				
4a	Semi-Annual Beach Condition Surveys (2)	\$24,444				
4b	Annual Beach Condition Surveys (4)		\$12,726	\$12,726	\$12,726	\$12,726
5	Annual Sediment Collection & Testing (5)	\$4,757	\$4,757	\$4,757	\$4,757	\$4,757
6	Annual Monitoring Reports & Presentation (5)	\$2,394	\$2,394	\$2,394	\$2,394	\$2,394
Total Reimbursables		\$36,308	\$23,110	\$21,377	\$19,877	\$19,877
					<b>Five-Year Reimbursable Total</b>	<b>\$120,549</b>

Yearly Totals (Fees + Reimbursables)		\$146,428	\$105,110	90,057	76,917	76,917
<b>Five Year Project Total (excluding Contingency or Allowance)</b>						<b>\$495,429</b>
Contingency (10%)						\$49,543
Allowance for Orthophotography (1)				\$12,000		
Allowance for Third Party Review (1)		\$10,000				
<b>Five Year Project Total (including Contingency and Allowances)</b>						<b>\$566,972</b>





**FEE SCHEDULE** *[Effective through 31 December 2022]*

The fee for our services will be based on the charges listed below. All fee quotations are estimates, and actual fees are based on actual time and expenses incurred by Coastal Science & Engineering unless otherwise stated in the proposal. All rates are listed in U.S. dollars.

Fees by task are based on estimated numbers of person-days to accomplish the scope of services detailed herein. In-office expenses include communication, copying, insurance (etc), and are charged as a percentage (5%) of fees rather than separate itemization. Direct expenses include travel (standard U.S. government mileage rate), lodging and per diem, 4-by-4 beach vehicle rental at \$150/day, survey boat rental at \$500/day, RTK-GPS rental at \$500/day per unit, fuel and dockage at cost, sediment testing at \$60/sample, and field supplies at cost. An allowance of \$12,000 per overflight is included to cover aerial orthophotos of the project area (care of GPI Geospatial, Inc, Charlotte, NC) one time during the course of the monitoring. An allowance of \$10,000 is included to cover one-time independent third party efficacy review of the post-project monitoring efforts. CSE includes a Contingency Cost in this proposal to cover one-time post-storm survey and document preparation for FEMA to ensure expeditious response after a declared disaster.

The proposed budget provides for five (5) years of monitoring (2018 through 2022) as outlined under Tasks 1 through 6 (inclusive). Year 1 (2018) will involve two semi-annual surveys (June and November) with one interim report and one annual report. Year 2 through Year 5 will involve one survey per year (June 2019, June 2020, June 2021, and June 2022) and one annual report each year. Visual escarpment surveys, sediment compaction testing, and lighting surveys are required under the permits for one to three years (2018–2020).

<b>Personnel:</b>	<b>Staff Category</b>	<b>Hourly Rate</b>
	Principal	160.00
	Coastal Engineer/Project Manager	130.00
	Sr Coastal Scientist	110.00
	Sr Technical Associate	85.00
	Technical Staff (CAD)	85.00
	Tech–Field Assistants/Editorial–Admin	70.00

**Billing Schedule:** CSE will invoice monthly for services performed the prior month with itemization of direct expenses. CSE reserves the right to transfer funds between tasks so as to accomplish the work in an expeditious manner, provided total cost of services does not exceed the indicated budget.



*Consent Agenda*

**Description**

1. Approval of Minutes (03.19.18 & Community Meetings in Manteo & Buxton)
2. Budget Amendment for Increased Low Income Energy Assistance
3. Salvo Cemetery Bulkhead Project

**Board Action Requested**

Approval

**Item Presenter**

County Manager, Robert Outten



*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**

County Manager, Robert Outten



# COUNTY OF DARE, NORTH CAROLINA

District 1: Roanoke Island & Mainland; District 2: Nags Head, Colington, Kill Devil Hills; District 3: Kitty Hawk, Southern Shores, Duck; District 4: Chicamacomico, Avon, Buxton, Frisco, Hatteras; District 5: At Large

Regularly scheduled Board meetings are videotaped and can be viewed at [www.darenc.com](http://www.darenc.com)

## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**5:00 p.m., March 19, 2018**

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman  
Jack Shea, Steve House, Rob Ross, Jim Tobin, Danny Couch

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten  
Deputy County Manager/Finance Director, David Clawson  
Public Information Officer, Dorothy Hester  
Clerk to the Board, Gary Lee Gross

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.com](http://www.darenc.com).

Chairman Woodard called the meeting to order at 5:01 p.m. He invited Rev. Jody Moore from the Outer Banks Presbyterian Church to share a prayer, and then he led the Pledge of Allegiance to the flag.

#### **ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE**

Following is a brief outline of the items mentioned by Chairman Woodard during his opening remarks, which can be viewed in their entirety in a video on the Dare County website –

- Gave a briefing on his visit to Washington, D.C. where he and the County Manager spoke with legislators and staff at the Interior Department concerning offshore drilling.
- Provided details about a second trip to Washington, D.C. with Vice Chairman Overman and the County Manager where they met at the White House with other North Carolina elected officials to get a briefing on various issues. Chairman Woodard noted that while in the nation’s capital they attended a meeting at Senator Burr’s office to discuss issues of concern for Dare County.
- An invitation was extended to attend the upcoming Community Meeting in Buxton, NC.

#### **ITEM 2 – PUBLIC COMMENTS**

The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. Following is a brief summary of citizen remarks, which can be viewed in their entirety in a video on the Dare County website –

*The following comments were made in Manteo –*

1. Cindy Harris presented a petition with 95 signatures asking that the Angel Gifts program find a more suitable venue so that the Baum Senior Center does not have to be closed to all senior activities for 4.5 days every December. She explained that December is a lonely time for many seniors who rely on the Baum Center, the only solely designated Senior Center in Dare County, for social and physical activities.
2. Roy Valentine raised several items of concern including the need for night qualified road construction crews, weather delays regarding Bay Drive in Kill Devil Hills, the need to adjust the Kill Devil Hills trash pickup schedule, cycling issues on the Beach Road, a request to synchronize traffic lights because many are too close together, and consider replacing some of the lights with traffic circles.
3. Fran Kapinos, on behalf of the Dare County League of Women Voters, explained that the League's 2018 Citizens Guide has been translated into Spanish to help the Spanish speaking community of Dare County. She presented copies of the Spanish language edition of the Citizens Guide to the Board of Commissioners.
4. Anne Petera introduced herself as a candidate for the At-Large seat on the Dare County Board of Commissioners.
5. Jim Harris alerted Commissioners to a concern he has that the operating hours for Jennette's Pier should serve the needs of anglers and not the convenience of the facility's staff. He described the need to have early opening hours for the pier in order to accommodate those fishing for species that are best caught in the pre-dawn hours. Mr. Harris said the facility needs to be run like a fishing pier, not an aquarium.
6. Jennifer Alexander introduced herself as a Board of Education candidate and thanked Commissioners for their stand on offshore drilling.
7. Irvin Bateman introduced himself as a candidate for the At-Large seat on the Dare County Board of Commissioners.

*There were no comments made in Buxton –*

### **ITEM 3 – TWO YEAR CONTRACT FOR GOOGLE GSUITE**

The County Manager provided background information pertaining to a two-year contract for Google GSuite, which is used for Dare County's email system and other Google cloud services. He explained that the final cost is above the planned amount for FY 2019 and noted that a budget request has been submitted to cover the additional licensing cost.

#### **MOTION**

Commissioner Shea motioned to approve the 2 year contract and authorize staff to execute all necessary documents.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

**ITEM 4 – PUBLIC HEARING – FOOD STANDS AND MOBILE FOOD UNITS**

At 5:35 p.m. the Board of Commissioners 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 in Buxton. Following is a summary of citizen remarks, which can be viewed in their entirety in a video on the County website –

*The following comments were made in Manteo –*

1. Brent Johnson outlined the advantages of food trucks, which he said are able to provide a unique style of food that is not found in brick and mortar restaurants.
2. Kelly Macchio explained that she has property on Hatteras Island that could accommodate several food trucks and asked that the word “commissary” be allowed to replace the word “restaurant” in the proposed regulations. She also asked that portable restrooms be allowed.
3. Eric Reese spoke as a restaurant owner in favor of food trucks. He explained that with the need to feed so many people during the busy tourism season, food trucks will give visitors a better experience by offering more culinary diversity.
4. Toby Gonzales described his food service business, which he said does mostly specialized catering. He noted that Dare County can become a food mecca if it diversifies. He said food trucks are a good idea that should be done responsibly.
5. Ervin Bateman said his restaurant would like the opportunity to be able to take their catering truck to Hatteras Island and encouraged the Board to undertake the proper steps to find a way to do this.
6. Roy Valentine asked if food trucks would be allowed to park on the side of the road and block multiuse paths or be permitted to operate on the beach.
7. Michael David noted that people coming off the beach don’t want to have to change clothes to go to a restaurant and would benefit from a quick lunch served by a food truck. He asked if some of the very elaborate food trucks could be considered as their own commissary.
8. Steve Bonney explained that there is a long list of regulations that must be met in order for a food truck to legally operate. He said he has a rig and is waiting to proceed and would like to provide food truck service to the community.

*There were no comments made in Buxton –*

Chairman Woodard closed the hearing at 6:02 p.m.

Planning Director Donna Creef addressed the concerns and questions that were raised during the Public Hearing and clarified that the Health Department would have responsibility for making sure that food truck operators comply with applicable State regulations. Commissioners engaged in dialogue with the County Manager and the Planning Director about parking, where trucks would be allowed to operate, and whether the amendments should include a reference to restaurant affiliation. Ms. Creef noted that ice cream vendors serving pre-packaged items would not be impacted by the zoning ordinance amendments.

**MOTION**

Vice Chairman Overman motioned to revise the proposed amendments by eliminating the reference to restaurant affiliation and to adopt the revised amendments. A finding of consistency is also adopted as part of this motion and this consistency statement shall be part of the public record.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 5 – CONSENT AGENDA**

The Manager announced the items as they were visually displayed in the meeting room.

**MOTION**

Commissioner Shea motioned to approve the Consent Agenda:

- 1) Approval of Minutes (03.05.18) **(Att. #1)**
- 2) Award of FY2017-2018 Equipment Financing **(Att. #2)**
- 3) Resolution to Approve Sole Source Purchase **(Att. #3)**
- 4) Proclamation – Mirlo Commemoration
- 5) Jail Commissary Increase
- 6) Tax Collector’s Report

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

**ITEM 6 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety in a video on the Dare County website. Following is a brief summary outline of the items mentioned by Commissioners during this segment –

**Commissioner Ross**

- Noted that the Kelly’s annual St. Patrick’s parade was a great event with a large turnout.
- Mentioned the upcoming Legislative Seafood Dinner that will be held in Raleigh.
- Called attention to March For Meals Week at the Dare County Center in support of the County’s Meals On Wheels and Congregant Meals Program that provides nutritious meals and friendly visits to seniors throughout the year. Commissioner Ross explained that he will be participating in the program by delivering meals tomorrow at the Center.
- He gave a reminder about the upcoming Community Meeting at the Fessenden Center.

Commissioner House

- Thanked Mike Kelly and his staff for continuing the tradition of the St Patrick's Parade.
- Reported on the Dare County Youth Council Science Fair and explained that Joe Roberts did a great job at the regionals and will now represent Dare County at the State competition later this year.

Commissioner Shea

- Commented on the Kelly's annual St. Patrick's parade and celebration.
- Expressed hope that the winter weather will finally end and make way for Spring.
- Mentioned the upcoming Hatteras Island Community Meeting at the Fessenden Center.

Commissioner Couch

- Noted that he was glad about the Board's action tonight to approve food trucks.
- Expressed thanks to NCDOT and the Chicamacomico Banks Volunteer Fire Department for their phenomenal work during the recent winter storm.
- Reported that the Cape Hatteras Secondary School of Coastal Studies did very well at the State band competition in Lexington, North Carolina where Enrique Babilonia placed All-State on Trumpet
- Congratulated 8<sup>th</sup> grader Elizabeth Mueller on winning the Spelling Bee.

Commissioner Tobin

- Reported on the 4-H District Retreat that was held in Dare County and recognized the new 4-H Agent, Paige Fuselier, and Extension Director Shannon Brooks. Commissioner Tobin also commented on the high quality of the young people who participated.

Vice Chairman Overman

- Gave a comprehensive report on the meeting that was held at Senator Burr's office in Washington, D.C. where he, Chairman Woodard, and the County Manager addressed infrastructure needs for Dare County including the opioid crisis and the need for regional treatment facilities, the stabilization of Oregon Inlet and the need to fast track the permitting of dredging for Hatteras Inlet.

**MANAGER'S/ATTORNEY'S BUSINESS**

1. The County Manager announced plans for storm debris pickup in the Avon area and described how various materials need to be staged.
2. Mr. Outten gave an update on the Buxton beach nourishment project.
3. A report was given on efforts at the Connecting Channel at Hatteras Inlet and the bad conditions that are being addressed at Oregon Inlet.
4. The Manager informed the Board about plans to have a briefing at the next meeting so Commissioners can have information about litigation opportunities related to the nationwide opioid crisis.



At the conclusion of the meeting, Chairman Woodard invited everyone to attend the Community Meetings in Manteo and Buxton. He then ask for a motion to adjourn and announced that the next regularly scheduled Board of Commissioners meeting will be 9:00 a.m., Tuesday, April 3, 2018.

**MOTION**

Commissioner Shea motioned to adjourn the meeting.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

At 6:51 p.m., the Board of Commissioners adjourned the meeting.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Gary Lee Gross, Clerk to the Board

APPROVED: By: \_\_\_\_\_  
Robert Woodard, Chairman  
Dare County Board of Commissioners



# COUNTY OF DARE, NORTH CAROLINA

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building

#### COMMUNITY MEETING – MANTEO

7:00 p.m., March 19, 2018

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman  
Jack Shea, Steve House, Rob Ross, Jim Tobin, Danny Couch

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten  
Deputy County Manager/Finance Director, David Clawson  
Public Information Officer, Dorothy Hester  
Clerk to the Board, Gary Lee Gross

Chairman Woodard called the meeting to order at 7:05 p.m. and explained the purpose and format of the meeting, which was attended by approximately 50 people. During the Community Meeting 12 individuals asked questions and addressed concerns, some of which were mentioned by multiple speakers.

The Board of Commissioners and the County Manager engaged in open and candid dialogue with citizens about each issue and question that was raised. When items were mentioned that are under the jurisdiction of municipalities, the NC Legislature, or NCDOT, Commissioners provided referrals to the proper agency to address the person's concern.

*Following is an alphabetical list of topics and an outline of the comments that were made -*

#### **Affordable Housing & Related Issues**

Consider flexibility for mother-in-law suites to be built on a property as an affordable option. One speaker explained that a Chamber of Commerce Task Force is addressing this issue. Question was raised about short-term rentals by individuals versus property mgmt. firms. Caution was expressed re: need for adequate insurance coverage for those using Airbnb. Related to affordable housing is the need for affordable insurance and affordable gasoline.

#### **Ban of Plastic Bags & Recycling**

Any chance of a state-wide plastic bag ban to address the constitutionality issue?  
Contact Publix and exert your leadership by being on the forefront of the recycling issue.  
Determine what the ultimate destination is of recycled items.  
Urge Publix and other retailers to offer in-store recycling programs for safe return of plastic.

**NCDOT**

Multi-use path on the north end of Roanoke Island is deteriorating and is dangerous to use. Pedestrian crosswalk at the Causeway Little Bridge is hazardous, consider lighted signs. Road markers not legible and lack of reflectors make it difficult especially for seniors to see. Some Colington community concerns have not been addressed. Can BOC act as mediator? Thank NCDOT for clearing snow and ask them to address how plows scraped off markings. When will Highway 64 be completed all the way from Raleigh to the beach as promised? Urge NCDOT to participate in a forum such as this so that direct answers can be given.

**Offshore Drilling**

Suggest talking with Galveston, Texas to see what they have done to address this issue.

**Other Concerns & Items**

Appreciation was expressed for the informal Community Meeting format. Commissioners were thanked for preserving the uniqueness of Dare County. Ditches and canals of East Lake need attention. Alligator weed treatment was hit and miss. East Lake Community Center needs its hot water heater to be fixed. East Lake playground equipment needs replaced, it is rusted and dangerous. East Lake basketball court needs attention. Permitting itinerant merchants could help Dare County be unique. Property taxes paid by check versus mortgage escrow make people more aware of impact. Public Transportation would be helpful for students, commuters, and others. Regarding food trucks, is a gas station convenience store considered a restaurant? Storm water is an important issue that needs to be addressed throughout Dare County. Upcoming student rally related to safety was mentioned. What can be done to address the problem of coyotes? Wind and wave energy should be considered.

At the conclusion of the Community Meeting, Chairman Woodard thanked everyone for their participation. The meeting was adjourned at 8:32 p.m.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Gary Lee Gross, Clerk to the Board

APPROVED: By: \_\_\_\_\_  
Robert Woodard, Chairman  
Dare County Board of Commissioners



# COUNTY OF DARE, NORTH CAROLINA

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Fessenden Center

#### COMMUNITY MEETING – BUXTON

6:00 p.m., March 20, 2018

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman  
Steve House, Rob Ross, Jim Tobin, Danny Couch

Commissioners absent: Jack Shea

Others present: County Manager/Attorney, Robert Outten  
Deputy County Manager/Finance Director, David Clawson  
Public Information Officer, Dorothy Hester  
Clerk to the Board, Gary Lee Gross

Chairman Woodard called the meeting to order at 6:01 p.m. and explained the purpose and format of the meeting, which was attended by approximately 80 people. During the Community Meeting 16 individuals came to the podium to ask questions and address concerns, some of which were mentioned by multiple speakers.

The Board of Commissioners and the County Manager engaged in open and candid dialogue with citizens about each issue and question that was raised. Throughout the meeting, Commissioners and the Manager provided comprehensive information about the County's ongoing efforts to address key issues of concern that were identified such as beach nourishment, inlet stabilization, protection of watermen, and the opioid crisis.

*Following is an alphabetical list of topics and an outline of the comments that were made -*

#### **Beach Nourishment - Avon**

- Move forward quickly and think of beach nourishment as an investment, not an expense.
- Engage in a study to get the process started.
- Revenues generated by tourism to Hatteras Island justify the investment that is needed.
- Seek FEMA reimbursement following storm events.
- How should oceanfront swimming pools in vulnerable areas be addressed?
- We need unique ways to renourish our beaches other than putting sand there.
- Board was urged to look at some system of sub-sea structures as was outlined in 2012.

#### **Bonner Bridge**

- Commissioners were thanked for supporting the construction of the amazing new bridge.

### **Harbor for Buxton**

- Need for public dockage in Buxton was cited noting that the request for a Buxton Harbor has been given lip service by the County for 30 years. The current docking arrangement in Buxton was explained and Commissioners were urged to do an immediate survey of the property and then fence it accordingly. The County was urged to consider building finger piers into the sound to accommodate more boats.

### **Hatteras Inlet & Support for Watermen**

- Need for a viable Hatteras Inlet waterway was described.
- Excessive regulations are hurting our small fishing operations, which jeopardizes access to locally caught seafood. The Board was reminded that the community's historical and cultural fishing heritage is vital and needs to be preserved.
- Gratitude was expressed for the Board's never ending efforts for Dare County Watermen
- One speaker noted that if you get involved with the Dare County Commissioners in working to address a problem like the shoaling at Hatteras Inlet, things will get done.

### **Leash Law & Animal Control**

- Request was made for a Hatteras Island leash law because dogs are getting hit by vehicles, attacking and killing other animals, and chasing cyclists and skateboarders.
- It was noted that the SPCA won't pick up roaming dogs unless someone has been bitten
- One speaker said her goat was killed by a roaming dog. She explained that this could have been a child that was killed and urged the Board to take action.
- Suggestion was made to consider something more specific than a broad leash law, such as a law against dogs "running at large" similar to what has been done in Colington Harbour and Martin's Point.
- The Board was asked to allow the SPCA to utilize the County building on Hatteras Island to have a few holding pens and hire someone to be in the community because the lack of SPCA presence on Hatteras Island is part of the roaming dog problem.

### **Offshore Drilling**

- Commissioners were thanked for their stand in opposing offshore drilling.
- Request was made to allow public awareness signs to be posted on County property.
- Urge Congressman Walter Jones to take a public stand in opposition to offshore drilling.

### **Opioid Crisis**

- A passionate appeal was made about the drug problem on Hatteras Island.
- A resource is needed at the Hatteras Medical Center, but it needs to be affordable and not a place that will overprescribe medication.
- The community does not need a "drug dealer with a license" who will make it easier for people to get pills by overprescribing them.
- We need good counseling services and the money to pay for counseling because insurance doesn't cover it.
- Doctors need to be held more accountable.

**Public Transportation**

- Need was expressed for public transportation to serve the growing elderly population.
- It was noted that the services offered by the Dare County Transportation Department are only for transport to off island destinations and require advance notice which prevents spontaneous travel that may be needed for medical care and shopping.

**Roads**

- Commissioners were thanked for their help in advocating that Highway 12 be kept open.

**Sewers**

- The Board was asked to consider the need for city sewers to offset the water usage and environmental impact of increased tourism to Hatteras Island Villages.

**Swimming Pool**

- Request was made for County help in the effort to have a community pool for the Island.
- It was noted that this is an old topic with plans going back to 2004 with Parks & Rec.
- How the pool would benefit the community was described in detail to the Board.
- Information was presented about a potential 4 to 5 acre site that might be available now.

**--- Resolving a Personal Concern**

- Request was made by an individual seeking the Board’s help in being able to have her access to school property reinstated. She explained that she was asked to resign and then banned from school property by the School Superintendent. She cited the reasons why her access should be reinstated and another speaker later came to the podium to offer support of the request.

At the conclusion of the Community Meeting, Chairman Woodard thanked everyone for their participation. The meeting was adjourned at 8:28 p.m.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Gary Lee Gross, Clerk to the Board

APPROVED: By: \_\_\_\_\_  
Robert Woodard, Chairman  
Dare County Board of Commissioners



*Budget Amendment for Increased Low Income Energy Assistance*

**Description**

This is to budget additional funding for the Low Income Energy Assistance Program. There is no effect on county dollars as this program is 100% federal/state funded.

**Board Action Requested**

Approve budget amendment

**Item Presenter**

n/a

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# DARE COUNTY

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## BUDGET AMENDMENT

F/Y **2017/2018**

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: DHHS - Social Services</u>					
<u>Revenues:</u>					
State & Fed Aid-Admin.	103026	423001		5,173	
 <u>Expenditures:</u>					
Low Income Energy Assistance	104611	580120		5,173	

**Explanation:**

This is to budget the revised State budget amount for the Low Income Energy Assistance Program. There is no effect on county dollars as this program is 100% federal/state funded.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

(sign in red)

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_





**DIVISION OF SOCIAL SERVICES**  
**Low-Income Home Energy Assistance (LIEAP)**

Current budget 78014  
 total allocation 83187  
 difference 5173

**FUNDING SOURCE:** Federal Low Income Home Energy Assistance Funds  
**EFFECTIVE DATE:** 12/01/2017  
**AUTHORIZATION NUMBER:** 7

**ALLOCATION PERIOD**  
**FROM DECEMBER 2017 THRU MAY 2018 SERVICE MONTHS**  
**FROM JANUARY 2018 THRU JUNE 2018 PAYMENT MONTHS**

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	609,292.00	609,292.00	0.00	0.00	609,292.00	609,292.00
02	ALEXANDER	114,616.00	114,616.00	0.00	0.00	114,616.00	114,616.00
03	ALLEGHANY	49,953.00	49,953.00	0.00	0.00	49,953.00	49,953.00
04	ANSON	219,479.00	219,479.00	0.00	0.00	219,479.00	219,479.00
05	ASHE	128,298.00	128,298.00	0.00	0.00	128,298.00	128,298.00
06	AVERY	63,710.00	63,710.00	0.00	0.00	63,710.00	63,710.00
07	BEAUFORT	243,385.00	243,385.00	0.00	0.00	243,385.00	243,385.00
08	BERTIE	135,396.00	135,396.00	0.00	0.00	135,396.00	135,396.00
09	BLADEN	257,192.00	257,192.00	0.00	0.00	257,192.00	257,192.00
10	BRUNSWICK	436,634.00	436,634.00	0.00	0.00	436,634.00	436,634.00
11	BUNCOMBE	958,829.00	958,829.00	0.00	0.00	958,829.00	958,829.00
12	BURKE	356,288.00	356,288.00	0.00	0.00	356,288.00	356,288.00
13	CABARRUS	476,468.00	476,468.00	0.00	0.00	476,468.00	476,468.00
14	CALDWELL	310,692.00	310,692.00	0.00	0.00	310,692.00	310,692.00
15	CAMDEN	26,299.00	26,299.00	0.00	0.00	26,299.00	26,299.00
16	CARTERET	203,686.00	203,686.00	0.00	0.00	203,686.00	203,686.00
17	CASWELL	104,598.00	104,598.00	0.00	0.00	104,598.00	104,598.00
18	CATAWBA	408,165.00	408,165.00	-55,000.00	-55,000.00	353,165.00	353,165.00
19	CHATHAM	127,316.00	127,316.00	55,000.00	55,000.00	182,316.00	182,316.00
20	CHEROKEE	159,045.00	159,045.00	0.00	0.00	159,045.00	159,045.00
21	CHOWAN	72,713.00	72,713.00	0.00	0.00	72,713.00	72,713.00
22	CLAY	39,950.00	39,950.00	0.00	0.00	39,950.00	39,950.00
23	CLEVELAND	517,277.00	517,277.00	0.00	0.00	517,277.00	517,277.00
24	COLUMBUS	334,774.00	334,774.00	0.00	0.00	334,774.00	334,774.00
25	CRAVEN	397,395.00	397,395.00	0.00	0.00	397,395.00	397,395.00
26	CUMBERLAND	1,532,658.00	1,532,658.00	0.00	0.00	1,532,658.00	1,532,658.00
27	CURRITUCK	52,538.00	52,538.00	0.00	0.00	52,538.00	52,538.00
28	DARE	83,187.00	83,187.00	0.00	0.00	83,187.00	83,187.00
29	DAVIDSON	545,997.00	545,997.00	0.00	0.00	545,997.00	545,997.00
30	DAVIE	113,176.00	113,176.00	0.00	0.00	113,176.00	113,176.00
31	DUPLIN	318,055.00	318,055.00	0.00	0.00	318,055.00	318,055.00
32	DURHAM	1,036,177.00	1,036,177.00	0.00	0.00	1,036,177.00	1,036,177.00
33	EDGECOMBE	438,923.00	438,923.00	0.00	0.00	438,923.00	438,923.00
34	FORSYTH	1,369,686.00	1,369,686.00	90,000.00	90,000.00	1,459,686.00	1,459,686.00
35	FRANKLIN	245,003.00	245,003.00	0.00	0.00	245,003.00	245,003.00
36	GASTON	816,893.00	816,893.00	-102,000.00	-102,000.00	714,893.00	714,893.00
37	GATES	47,637.00	47,637.00	0.00	0.00	47,637.00	47,637.00
38	GRAHAM	36,644.00	36,644.00	0.00	0.00	36,644.00	36,644.00
39	GRANVILLE	188,262.00	188,262.00	0.00	0.00	188,262.00	188,262.00
40	GREENE	112,319.00	112,319.00	0.00	0.00	112,319.00	112,319.00
41	GUILFORD	1,904,390.00	1,904,390.00	0.00	0.00	1,904,390.00	1,904,390.00
42	HALIFAX	401,756.00	401,756.00	0.00	0.00	401,756.00	401,756.00
43	HARNETT	452,496.00	452,496.00	-2,500.00	-2,500.00	449,996.00	449,996.00
44	HAYWOOD	230,698.00	230,698.00	0.00	0.00	230,698.00	230,698.00
45	HENDERSON	320,655.00	320,655.00	0.00	0.00	320,655.00	320,655.00
46	HERTFORD	178,832.00	178,832.00	0.00	0.00	178,832.00	178,832.00
47	HOKE	292,763.00	292,763.00	0.00	0.00	292,763.00	292,763.00



*Salvo Cemetery Bulkhead Project*

**Description**

Dare County was awarded a grant from the North Carolina Department of Environmental Quality to bulkhead the sound side shoreline of the Salvo Community Cemetery at the Salvo Day Use area.

A bid advertisement seeking contractors to do the needed bulkheading was placed in the Coastland Times on March 11, 2018. Three bids were received and opened on March 26, 2018. Hatchell Concrete was the lowest bidder at \$100,300.00

**Board Action Requested**

Approve Hatchell as the contractor and authorize the County Manager to execute the agreement.

**Item Presenter**

Robert Outten - County Manager



March 26, 2018

Mr. Dustin Peele, Purchasing Agent  
Dare County Administrative Offices  
P.O. Box 1000  
Manteo, NC 27954

**RE: Salvo Cemetery Protection Project  
Bidding Results and Recommendation for Award**

Dear Mr. Peele

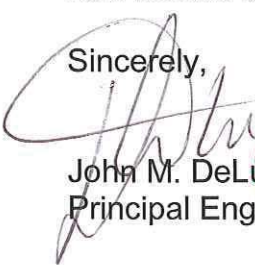
Today we opened and publicly read bids from three bidders for the Salvo Cemetery Protection Project. The bidders and their bid amounts were as follows:

TJ's Marine Construction, LLC	\$ 126,775.00
Lyn Small Inc	\$ 121,860.00
Hatchell Concrete Inc.	\$ 100,300.00

Based upon a review of the bid documents, all three bidders were qualified to bid on this project. The grant funding for construction was \$149,500.00 so there appears to be adequate funds available for construction of this project.

I recommend that the Board of Commissioners accept the low bid from Hatchell Concrete, Inc in the amount of \$ 100,300.00. If I can provide any additional information, please do not hesitate to contact me.

Sincerely,

  
John M. DeLucia, PE  
Principal Engineer



cc: File

**COUNTY OF DARE  
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Dare, North Carolina a North Carolina Municipality (“County” or “Owner”) and Hatchell Concrete, Inc \_\_\_\_\_ (“CONTRACTOR” or “Contractor”) (collectively “Parties”).

The Project is: the Salvo Cemetery Protection Project. The materials and installation are to be in accordance with the Contract Documents and Plans prepared for the County of Dare entitled “Salvo Cemetery Protection Project, County of Dare, NC”.

This project consists of the installation of a new bulkhead along the north, west and south side of the Salvo Cemetery located in the National Park Service Salvo Day Use Area in Salvo, NC. The project also includes the addition of armor stone along the face of the bulkhead as well as some fence removal and replacement.

The Project Engineer is: John M. DeLucia, P.E. of  
Albemarle & Associates, Ltd.

NOW, THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration exchanged, the receipt and sufficiency of which is acknowledged, The County and CONTRACTOR agree as follows.

**ARTICLE 1 CONTRACT DOCUMENTS**

1.1 The Contract Documents consist of that booklet dated March 6, 2018 and prepared by Albemarle & Associates File consisting of Advertisement of Bids Instructions to Bidders and Specifications and General Conditions of Contract set forth in “Salvo Cemetery Protection Project” Bid Forms, Technical Specifications, General Requirements and Appendix A including CAMA Permit, those plans prepared by Albemarle & Associates, Ltd, dated March 6, 2018 captioned Salvo Cemetery Protection Project”, all of which were delivered to Contactor in the Bidding Documents and hereinafter referred to as the Contract Documents, said Contract Documents being attached hereto as **ATTACHMENT 1**.

1.2 In the event of any discrepancy among any of the Contract Documents, the order of precedence shall be the order listed above. Regardless, the intent of this Agreement is that Contractor shall furnish the better quality or the greater quantity, to the extent there is any question with respect to either or both.

1.3 All Contract Documents have been and are available for review, inspection and copying by CONTRACTOR. CONTRACTOR warrants that it has reviewed, understands, and is familiar with all Contract Documents.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

2.1 CONTRACTOR shall furnish all labor, equipment, tools, and materials necessary to complete the work of this Contract (“Contract Work”), which shall include construction of the Bulkhead at the Salvo Cemetery as more particularly set forth within the Contract Documents.

2.2. CONTRACTOR acknowledges that the above units and/or quantities are approximate, not exact, and that completing the Contract Work may involve more, or less, feet or yards, and such variation shall not affect the time or cost of the Contract Work. Material, equipment or work that is of the same nature or normally associated with the material, equipment or work of this Contract, even if not specifically described or listed in this Agreement or in the Contract Documents, unless expressly excluded in this Agreement, is part of the Contract Work.

2.3 CONTRACTOR warrants it that has visited the project site to view conditions that may relate to the performance of the Contract Work. CONTRACTOR assumes all responsibility for the timely completion of the Work and will provide all materials and labor and perform all Contract Work in strict conformity with the Contract Documents.

2.4 CONTRACTOR acknowledges and agrees that it is an independent contractor, and that it has no authority as either the agent or employee of The County.

### ARTICLE 3 CONTRACT PERFORMANCE PERIOD

3.1 Time is of the essence for this Agreement and all obligations hereunder.

3.2 Contractor shall finally complete all Contract Work within Sixty (60) calendar days from the date of the Notice to Proceed ("Completion Date").

3.3 Any extensions to the Contract Time must be in writing and signed by the parties on the form set out as **ATTACHMENT 2**, or other form hereafter mutually agreed.

3.4 The Owner shall be entitled to retain or recover from Contractor as liquidated damages and not as a penalty, \$100.00 per day commencing upon following the Project Completion date and continuing until the actual date of Project Completion. Such liquidated damages are agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of a delayed completion of the Project. The Owner may deduct liquidated damages from any unpaid amounts due Contractor and any liquidated damages not so deducted shall be payable to Owner by the Contractor upon demand by Owner together with interest at the legal rate if not paid within thirty (30) days of the demand."

### ARTICLE 4 CONTRACT SUM

4.1 Dare County shall pay CONTRACTOR a firm fixed fee of \$ 100,300.00 subject only to additions and deductions as provided in the Contract Documents, which sum includes all applicable taxes, payable in partial payments as set forth herein.

4.2 The County shall pay the CONTRACTOR a unit price for the following Items:

8" Tip Diameter Piling (installed per project specifications) \$ 275.00 each

Bulkhead Construction per Design Section \$ 222.00 linear foot

### ARTICLE 5 PROGRESS PAYMENTS

5.1 Subject to application and approval, The County will make payment of the Contract Sum by partial payments, less allowable deductions, in accordance with this Article.

5.2 The period covered by each application for payment shall be one (1) calendar month ending on the last day of the month. Each application for payment shall be based on the most recent schedule of values submitted by CONTRACTOR in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by data to substantiate its accuracy as The County may require. This schedule shall be provided by CONTRACTOR to The County for approval by The County within forty-eight (48) hours of the execution of this Agreement and, unless objected to by The County, shall be used as a basis for reviewing CONTRACTOR's Applications for Payment. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the period covered by the Application for Payment. Unless another form is agreed to between the parties, AIA Document G703 may be used for this schedule. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the period covered by the Application for Payment. Unless another form is agreed to between the parties, applications for payment shall be made using AIA Document G702.

5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.3.1 Take that portion of the Contract Sum properly allocable to completed Contract Work as determined by multiplying the percentage completion of each portion of the Contract Work by the share of the Contract Sum allocated to that portion of the Contract Work in the schedule of values, less retainage.

5.3.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored on the Project site or other pre-approved location for subsequent incorporation in the completed construction, less retainage.

5.3.3 Subtract the aggregate of previous payments made by the County, to include advance payment, if any.

5.3.4 Subtract amounts, if any, for which The County has withheld, or may withhold, monies for incomplete work, unsettled claims, liquidated damages, and/or other amounts pursuant to the Contract Documents.

5.4 Except with the County's prior written approval, all materials shall be delivered to and stored on site. CONTRACTOR shall not be entitled to receive progress payments for materials or equipment which have not been delivered or stored at the site or approved storage area without the County and NPS prior written approval.

5.5 CONTRACTOR shall, as a condition precedent to any payment, furnish evidence satisfactory to The County that all payrolls, material bills, and other indebtedness applicable to CONTRACTOR's Work have been paid. Such evidence shall be in a form satisfactory to The County, and shall include the Affidavit, Waiver and Release (Partial Payments) attached hereto as **ATTACHMENT 3**.

5.6 In the event The County has reason to believe that labor, material or other obligations incurred in the performance of CONTRACTOR's Work are not being paid, The County shall notify CONTRACTOR in writing of its specific concerns and what CONTRACTOR must do to correct those concerns. CONTRACTOR shall have ten (10) working days from the receipt of such written notice to present proof to The County that it has cured The County ' payment concerns. If CONTRACTOR fails to satisfy The County 's concerns, The County may take any steps deemed necessary to assure that any progress payment shall be utilized to pay such obligations, including without limitation continuing to withhold payment from CONTRACTOR.

5.7 The County shall have the right to deduct or otherwise reduce from Partial Payments on account of, but without limitation, (a) defective work not remedied; (b) claims filed with regard to the work; (c) information indicating the probability of claims being filed with regard to the work; (d) failure of CONTRACTOR to make payment to subcontractors, suppliers, employees or others with regard to the work; (e) reasonable doubt that this Agreement can be completed for the balance of the Contract Sum then paid; (f) any breach of this Agreement; (g) backcharges; and/or (h) monies previously paid to CONTRACTOR, payment of which was not properly chargeable by CONTRACTOR.

5.8 Five percent (5%) of each partial payment shall be retained until Contractor has finally completed its Contract Work.

5.9 Partial payment shall constitute a waiver of all claims by CONTRACTOR relating to CONTRACTOR's work which is the subject of each partial payment, except for those claims reserved by CONTRACTOR on the face of CONTRACTOR's partial payment waiver and release form, but shall in no way relieve CONTRACTOR of liability for the obligation to warrant or guarantee CONTRACTOR's Work, or for faulty or defective work, or for incomplete or unperformed work.

5.10 Provided that an Application for Payment is received by The County not later than the twenty-fifth (25<sup>th</sup>) day of a month, The County shall make payment to Contractor not later than the tenth (10<sup>th</sup>) day of the next month, subject to approval of the application by The County and the Architect. If an Application for Payment is received after this time, payment shall be made not later than thirty (30) days after The County receives the application, subject to approval of the application by the County.

## ARTICLE 6 FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by The County to CONTRACTOR if and when:

6.1.1 CONTRACTOR has fully completed the Contract Work and satisfied all other requirements of this Agreement.

6.1.2 CONTRACTOR has presented evidence, satisfactory to The County that all payrolls, bills, subcontracts, and other indebtedness connected with CONTRACTOR's Contract Work have been paid or otherwise satisfied, including the Affidavit, Waiver and Release (Final Payment) attached as **ATTACHMENT 4**.

6.1.3 All required governmental entities have inspected, approved, and made final acceptance of the Contract Work.

6.1.4 CONTRACTOR's surety has consented to final payment, if required.

6.1.5 CONTRACTOR has satisfied all required closeout procedures, including without limitation O&M manuals, as-built drawings, provision of warranties and guarantees, etc., and otherwise provided all substantiation and/or certification and/or training as may be required by the Contract Documents with respect to the Contract Work.

6.2 Final payment shall constitute a waiver of all claims by CONTRACTOR relating to CONTRACTOR's Contract Work, except for those claims reserved by CONTRACTOR on the face of CONTRACTOR's payment waiver and release form, but shall in no way relieve CONTRACTOR of or from liability for the obligations to warrant or guarantee the Work, or for incomplete, unperformed, faulty or defective work appearing after Final Payment or payment thereafter on disputed sums. The County shall not withhold undisputed payments from CONTRACTOR because CONTRACTOR has outstanding claims reserved.

#### ARTICLE 7 PERFORMANCE AND SCHEDULE

7.1 CONTRACTOR shall cooperate with The County in planning, scheduling and performing work hereunder.

7.2 CONTRACTOR shall furnish in good time, sufficient labor, materials, and equipment, and shall work such hours, including night shifts and overtime, as may be ordered by The County to insure the prosecution of the Contract Work hereunder as scheduled.

7.3 CONTRACTOR, upon award of this Agreement, shall prepare and submit, for The County 's information only, an estimated progress schedule for CONTRACTOR's Contract Work. The progress schedule shall be related to the entire project to the extent required by the scope of work identified in this Agreement and shall provide for expeditious and practicable execution of CONTRACTOR's Contract Work, providing appropriate interfacing with The County 's overall project schedule, if any.

#### ARTICLE 8 PERMITS AND LICENSES

8.1 CONTRACTOR shall inform itself in detail of all licensing and tax requirements pertaining to the Contract Work and shall comply with and enforce those applicable to the work hereunder.

8.2 Unless otherwise stated in the Contract Documents, CONTRACTOR shall secure and pay for all permits and governmental fees, taxes, licenses and inspections necessary for the proper execution and completion of the Contract Work, and which are legally required.

#### ARTICLE 9 WORKMANSHIP AND STAGING

9.1 CONTRACTOR shall at all times perform the Contract Work in a professional and workmanlike manner, in accordance with the terms of this Agreement, and in keeping with the highest industry standards then prevailing for the performance of similar services.



9.2 CONTRACTOR shall cooperate and coordinate its Contract Work with all other trades and other contractors of The County, if any, in the performance of CONTRACTOR's Contract Work.

9.3 CONTRACTOR shall give at least 48 hours advance notice to The County of any intentions to use any of The County 's property or property adjacent to The County 's for any staging purposes of material and equipment and projected time frames of when said properties may be impacted by staging activities.

#### ARTICLE 10 CHANGES

10.1 The County reserves the right, at any time, to make changes (additive and/or deductive) to this Agreement, without notice to any sureties, including but not limited to the Contract Work and/or Performance Period.

10.2 CONTRACTOR agrees that if requested, it will perform such other services or work, or as applicable not perform them.

10.3 If such changes increase or decrease the costs or time associated with the Contract Work, an equitable adjustment, consistent with and subject to the other terms and conditions herein, shall be made to the Contract Sum and/or Performance Period.

#### ARTICLE 11 NOTICE OF CLAIMS

11.1 If CONTRACTOR wishes to make a claim for increase in the Contract Sum or to the Performance Period, it shall give The County written notice thereof within five (5) working days after the occurrence of the event giving rise to such claim, or such claim is waived. This notice shall be given by CONTRACTOR before proceeding to execute the Work, except in an emergency endangering life or property.

11.2 No claim for additional costs or time shall be valid unless so made, and any change in the Contract Sum or Performance Period resulting from such claim shall not be valid unless authorized by a written change order agreed to between CONTRACTOR and The County.

11.3 Notwithstanding any inability to agree upon an adjustment or the basis for an adjustment, CONTRACTOR shall, if directed by The County, nevertheless proceed with the work in question and this Agreement will, if appropriate, be adjusted, with any dispute to be resolved after completion of the Contract Work in accordance with the dispute resolution provisions of this Agreement.

#### ARTICLE 12 CLAIMS AND DISPUTES

12.1 The parties shall attempt to resolve all claims or disputes, first, by mediation and thereafter by binding arbitration pursuant to this Article.

12.2 If the process of CONTRACTOR's work is substantially delayed without the fault or responsibility of CONTRACTOR, then the time for CONTRACTOR's work shall be extended, and the schedule of work shall be revised accordingly. The County shall not, however, be liable

to CONTRACTOR for any damages or additional compensation as a consequence of any time related impacts, including delay, acceleration or disruption; it being understood and agreed by CONTRACTOR that CONTRACTOR's sole and exclusive remedy for such time related impacts shall be an extension in the time for performance, and not any increase in the Contract Sum.

12.3 Subject to the provisions herein, disputes relating to this Agreement shall be arbitrated pursuant to the Revised Uniform Arbitration Act as codified in Article 45C of Chapter 1 of the North Carolina General Statutes. In the event the parties cannot agree upon an arbitrator, the Senior Resident Superior Court Judge of the First Judicial District of North Carolina shall appoint the arbitrator. The venue for the arbitration shall be in the County of Dare, County of Chowan, State of North Carolina. The arbitrator's fee and any costs associated with the arbitration shall be paid equally by the parties, but the arbitrator shall have the authority to assess some or all of the fees and costs against the losing party in the arbitration. All disputes under this Agreement shall be determined and interpreted pursuant to the laws of the State of North Carolina.

12.4 CONTRACTOR agrees to immediately discharge, by bonding off or otherwise, at its own expense, any lien or claim of lien that may be filed with respect to the Contract Work.

12.5 CONTRACTOR shall proceed diligently with the Contract Work pending resolution of any dispute.

#### ARTICLE 13 INCONSISTENCIES, OMISSIONS AND SUBMITTALS

13.1 Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of CONTRACTOR to immediately, but in any event no later than five (5) calendar days, notify The County in writing of such discovery by CONTRACTOR, or such claim is waived. Upon receipt of such notice, The County shall instruct CONTRACTOR as to the measures to be taken and CONTRACTOR shall comply with The County's instructions.

13.2 Before proceeding with any related Contract Work, CONTRACTOR shall resolve or have received written guidance from The County related to any alleged inconsistency or omission. Should CONTRACTOR believe such inconsistency or omission to be a change to this Agreement, CONTRACTOR shall comply with all related provisions of this Agreement, including all notice requirements.

13.3 CONTRACTOR shall be responsible to The County for the accuracy and conformity with the Contract Documents of shop drawings, samples and other submittals that pertain to the Contract Work. If anything in CONTRACTOR's submittals deviates in any way from the requirements of this Agreement, or otherwise proposes a substitution with regard thereto, CONTRACTOR shall clearly indicate the same, in writing such that it is clearly called to The County's attention, when it submits its shop drawings, samples or other submittals. Approval of submittals by The County shall not be deemed to authorize deviations or substitutions from the requirements of this Agreement.

13.4 In the event of conflict between this agreement and the General Conditions the agreement controls.

ARTICLE 14 INSPECTIONS AND TESTING

14.1 CONTRACTOR's Contract Work may be inspected and tested at all reasonable times and places before, during and after performance by inspectors or representatives designated by The County. CONTRACTOR shall immediately correct Contract Work found lacking or defective by reason of such inspection, including any other affected Contract Work.

14.2 Neither the County 's right of inspection nor any inspections it may perform shall alleviate CONTRACTOR of its obligation to provide fully and strictly conforming Contract Work. Nor shall compliance by CONTRACTOR with inspection or test requirements relieve CONTRACTOR of its responsibility to provide Contract Work that meets all applicable requirements of this Agreement.

ARTICLE 15 WARRANTY

15.1 CONTRACTOR warrants to The County that all workmanship, materials and equipment furnished under this Agreement will be of good quality, free from faults and defects, and in conformance with this Agreement for a period of one (1) year from acceptance of the Contract Work by The County and/or by the governmental agency or agencies required to approve the Contract Work, or portions thereof; provided, however, that if greater warranties are required by the Contract Documents, or otherwise provided by CONTRACTOR's subcontractors, suppliers, or any manufacturer, then such longer warranty period shall apply.

15.2 CONTRACTOR warrants that any design or engineering work performed by it is or will be performed by qualified and licensed persons and is competent and in keeping with the accepted industry and trade standards for such design or engineering work, and CONTRACTOR further agrees to hold The County harmless from any loss, claims, demands, suits, actions or expenses resulting from CONTRACTOR's breach or from a claimed breach of said warranty.

15.3 CONTRACTOR warrants that it will comply with all legal requirements affecting its Contract Work, including all laws, regulations, ordinances, permits, and rules. Should CONTRACTOR violate any such legal requirements, it shall immediately notify The County of the same, and shall hold The County harmless from any loss, claims, demands, suits, actions or expenses resulting from CONTRACTOR's breach or from a claimed breach of said warranty.

15.4 CONTRACTOR warrants that in the performance of this Agreement, CONTRACTOR, its employees, subcontractors, and/or agents will not violate or infringe any patent, trademark, or copyright, or other law protecting property rights.

15.5 These warranties are in addition to, and not in limitation of, all other implied warranties as may be applicable to CONTRACTOR's Contract Work and all other warranties provided elsewhere herein.

15.6 CONTRACTOR' warranty obligations include correcting or replacing the defective or non-conforming work, equipment or materials and any other Contract Work damaged either by the defective or non-conforming work, or damaged in replacing or correcting the damage or non-conformity at Contractor's cost.

ARTICLE 16 DAMAGES

16.1 CONTRACTOR shall be liable to The County for any and all damages (including reasonable attorney’s fees and all related expenses) that The County may sustain as a result of failure or delay by CONTRACTOR in the performance of the Contract Work under this Agreement, whether as to manner, method and/or time of performance.

16.2 If any CONTRACTOR Contract Work proves defective or deficient, such defects or deficiencies shall be corrected and repaired by CONTRACTOR, at CONTRACTOR's expense, as well as any other affected Contract Work.

16.3 If CONTRACTOR fails to proceed promptly with any such repairs or corrections as directed, or The County determines that CONTRACTOR has failed to demonstrate that CONTRACTOR is capable of making satisfactory repairs or corrections, such repairs and corrections shall be effected at CONTRACTOR's expense.

16.4 Liquidated Damages will be assessed as specified in Section 3.4 of this document.

ARTICLE 17 SAFETY

17.1 CONTRACTOR shall take all reasonable safety precautions with respect to the performance of its work, shall comply with all safety regulations initiated by The County and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property, including without limitation the safety and health standards of the Occupational Safety and Health Act of 1970, and all amendments and regulations applicable thereto.

17.2 CONTRACTOR shall hold The County harmless for any violation by CONTRACTOR's workers, employees or agents of any law or regulation, and shall reimburse The County for any fines, damages, or expenses of any kind incurred by reason of CONTRACTOR's failure to comply with such law or regulation.

ARTICLE 18 INSURANCE

18.1 Throughout performance hereunder, CONTRACTOR agrees that it will carry, at its sole expense, the following insurance coverages:

<u>Type of Coverage</u>	<u>Minimum Limits (as applicable)</u>	
Commercial General Liability including premises, products, complete operations contractual liability, broad form property damage, independent contractors and personal injury.	• General Aggregate	\$1,000,000.00
	• Products, comp/ops aggregate	\$1,000,000.00
	• Personal & advertising injury	\$1,000,000.00
	• Each occurrence	\$1,000,000.00
	• Fire damage (any one fire)	\$ 50,000.00
	• Medical expense (any one person)	\$ 5,000.00

Automobile liability including all owned, hired, and non-owned.      ·      Combined single limit for bodily injury and property damage      \$1,000,000.00

Worker's Compensation and Employer's Liability:      As may be required by Federal and State Worker's compensation and occupational disease statutes, including benefits under the Longshore and Harbor Workers' Compensation Act if required by the nature of the work to be performed hereunder. The minimum limits for Employer's Liability coverage shall be:

- \$500,000 each accident
- \$500,000 disease -- policy limit
- \$500,000 disease -- each employee

Other:      As required by federal or state law

18.2 Prior to commencement of work, CONTRACTOR shall furnish The County an original certificate or written statement, in a form acceptable to The County, of the required insurance.

18.3 The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of The County in such insurance shall not be effective for such period as may be prescribed by the laws of the State of North Carolina, and in no event less than thirty (30) days after written notice thereof to The County .

18.4 CONTRACTOR agrees to, and shall, add The County as an additional insured to each of the insurance policies required hereby, and before starting any work shall provide copies of written confirmation from its insurers of having so named The County as an additional insured, including the policy amendments doing so.

18.5 CONTRACTOR agrees to insert the substance of this clause, and its insurance requirements, in all subcontracts it enters into for performance of the Contract Work. The County does not represent or assume responsibility for the adequacy of the insurance required herein to protect the interests of CONTRACTOR or anyone under it, and it shall be the obligation of CONTRACTOR and those under it to purchase and maintain any supplementary insurance that it or they deem necessary to protect it or their interests.

ARTICLE 19 LIABILITY AND INDEMNITY

19.1 CONTRACTOR shall be solely responsible for all materials, equipment and work required by this Contract until The County finally accepts the Project.

19.2 CONTRACTOR shall reimburse The County for, and indemnify The County and hold it harmless from and against any and all losses, costs, damages, expenses (including without limitation attorney, expert and litigation fees), claims, suits, and liability on account of any and all

damage, injury, loss or destruction to or of person, personalty or property (including without limitation the work covered hereunder, the property of CONTRACTOR, suppliers and subcontractors, and The County ) arising directly or indirectly out of or in connection with the performance of this Agreement whether caused by a negligent act or omission of either party hereto, or their employees, or otherwise, except that CONTRACTOR assumes no liability for the sole negligent acts of The County , its agent, servants or employees, which cause property damage or injury to or death of persons other than employees of CONTRACTOR or any subcontractors.

19.3 CONTRACTOR's indemnity obligations hereunder are to the fullest extent permitted by law to indemnify, hold harmless, protect and defend The County from and against all claims, damages, losses, liabilities and expenses arising out of or resulting from the performance of CONTRACTOR's Contract Work, or other activities or services of any kind undertaken by CONTRACTOR, whether occurring on or off the Project's site. This obligation is in no way limited by other specific obligations of indemnity mentioned elsewhere herein.

**ARTICLE 20 BONDS BONDS ARE NOT REQUIRED FOR THIS PROJECT**

CONTRACTOR shall post a performance bond equal to 100% of the Contract Sum and shall post a payment bond equal to 100% of the Contract Sum, in favor of The County, for the faithful performance of the Work and payment of all labor and material used in the prosecution of the Work. Acceptable bond forms are as attached to this Agreement as **ATTACHMENTS 5 and 6. (NOT REQUIRED)** Any other bond forms must be pre-approved in writing by The County. The surety on such bonds shall be duly authorized to do business in the State of North Carolina as a surety and shall be subject to approval by The County.

**ARTICLE 21 TERMINATION AND SUSPENSION**

21.1 Termination for Default: If CONTRACTOR fails, refuses or neglects to carry out any Contract Work in strict accordance with this Agreement, or otherwise fails to perform in strict accordance with any requirement of this Agreement (whether said failure is a material breach or not), and fails within five (5) working days after receipt of written notice to commence and diligently and promptly to correct such performance to which The County objects, The County may without prejudice to any other remedy it may have, terminate this Agreement and finish that work or the remainder of CONTRACTOR's Contract Work, at The County 's sole discretion, by whatever means The County may deem expedient, and charge the costs of completing such work to CONTRACTOR. Termination shall void CONTRACTOR's entitlement to further compensation, and CONTRACTOR shall only be entitled to monies earned for pre-terminated work to the extent the earned value of that work is not offset by The County 's termination costs. Termination costs include any additional amounts The County pays over and above what its terminated contract provided for If for any reason any tribunal determines The County was not entitled to terminate for default, then it is agreed that the termination shall be deemed a termination for convenience, and the parties' rights and obligations determined pursuant to Article 21.2 below.

21.2 Termination for Convenience: This Agreement may also be terminated for convenience by The County, in whole or in part, whenever for any reason The County shall determine that such termination is in the best interest of The County. If this Agreement is terminated for convenience, CONTRACTOR shall be entitled to receive as payment the difference between an

amount equal to the proportion of the Contract Sum representing the percent of the work and services completed by CONTRACTOR and accepted, and the total of all amounts previously paid to CONTRACTOR, and CONTRACTOR shall not be entitled to receive payment for incidental or consequential damages, or for lost profits on unperformed work.

21.3 Suspension: Should The County suspend Contract Work to be performed under this Agreement, and the suspension continue for more than thirty (30) consecutive working days, then CONTRACTOR, after giving The County fifteen (15) working days written notice, shall have the right to terminate this Agreement, provided the suspension is not the result, either in full or in part, of any act or omission of or by CONTRACTOR or those for whom CONTRACTOR is responsible. Should CONTRACTOR so terminate, The County shall be liable to CONTRACTOR for the cost of all material delivered and work performed on this Contract plus 20% overhead and profit and shall make such payment until the above described notice is received by either party. The County shall be the judge as to the correctness of such payment.

## ARTICLE 22 EQUAL EMPLOYMENT OPPORTUNITY OBLIGATIONS

22.1 CONTRACTOR shall comply with all laws, regulations, ordinances, and guidelines, whether federal, state, or local, relating to employment discrimination, equal employment opportunity, and affirmative action, including but not limited to Federal Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act. Without limitation, CONTRACTOR shall ensure that all applicants for employment with respect to the Work are evaluated, and that all employees are treated during employment, without discrimination on the basis of race, color, religion, sex, national origin, age, disability, or other status protected by law.

22.2 The enumeration of any law, regulations, ordinances, or guidelines herein is not intended to be all-inclusive. Further, those enumerated are subject to change, modification, and/or rescission, and new obligations may be added. Regardless, it is CONTRACTOR's obligation to familiarize itself with all equal employment opportunity obligations applicable to the Work, and to strictly comply with them.

22.3 CONTRACTOR shall incorporate and flow-down the obligations and provisions of this paragraph in all agreements between CONTRACTOR and persons of any lower tier, including subcontractors, to the extent their work is governed by such obligations.

## ARTICLE 23 COMPLIANCE WITH LAW

23.1 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules or regulations and lawful orders of any public authority bearing on the performance of the Contract Work.

23.2 CONTRACTOR shall fully indemnify and hold The County harmless for and from all damages, claims and expenses (including without limitation attorney, expert and litigation fees) resulting from violations of the law by CONTRACTOR or its agents, employees or representatives.

## ARTICLE 24 CLEAN-UP / USE OF EQUIPMENT

24.1 CONTRACTOR shall at all times keep the work site free from accumulation of waste materials or rubbish caused by its employees or Contract Work.

24.2 Upon completion of the Contract Work, CONTRACTOR shall remove from and about the Contract Work site all of its rubbish, surplus materials, tools, equipment, scaffolding, etc. and shall leave its Contract Work at the site in a clean and orderly condition satisfactory to The County .

24.3 Should CONTRACTOR fail to comply with any or all of the requirements hereunder, The County will perform the necessary clean-up at the expense of CONTRACTOR after providing two (2) work days written notice to CONTRACTOR of The County ' intention to perform clean-up.

24.4 In the event The County loans or furnishes tools, scaffolds, ladders or other equipment for use by CONTRACTOR or CONTRACTOR's employees, CONTRACTOR assumes all risk with respect to their use and further agrees (a) to make its own determination that the same are adequate for the proper and safe performance of work; (b) that the same are loaned or furnished by The County without warranty, including as to their condition; (c) to return same to The County in the same condition as received, ordinary wear and tear excepted; and (d) that neither CONTRACTOR nor its employees may use The County 's tools, scaffolds, ladders or other equipment without first obtaining written approval for their use.

ARTICLE 25 MISCELLANEOUS

25.1 The County's representative and his contact information is:

Mr. Dustin Peele, Purchasing Agent  
County of Dare  
954 Marshall C. Collins Drive  
P.O. Box 1000  
Manteo, NC 27954

With required copy of any written notifications to:

Mr. John M. DeLucia, PE  
Albemarle & Associates, Ltd.  
115 West Saint Clair Street  
PO Box 3989  
Kill Devil Hills, NC 27948

CONTRACTOR's representative and his contact information is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Neither The County's nor CONTRACTOR's representative, nor their contact information, shall be changed without ten (10) days written notice to the other party.

25.2 Headings used in this Agreement are for reference and convenience only and are not intended to restrict or in any way affect the interpretation of this Agreement.

25.3 The invalidity of any provision of this Agreement as determined by any tribunal shall in no way affect the validity of any other provision hereof.

25.4 All notices hereunder shall be given in writing by a means pursuant to which actual receipt can be confirmed and shall be given to the representative noted above using their contact information noted above.

25.5 CONTRACTOR may not assign, pledge or otherwise transfer any payments, rights or interests in or to this Agreement or its Contract Work hereunder without having first obtained the written consent of The County.

25.6 The failure by The County to insist upon the strict performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by The County, unless such waiver shall be in writing and signed by The County.

25.7 Only the signatories hereto have the authority to modify this Agreement, including with regard to the scope of the Contract Work; provided, however, that said signatories may, in writing, delegate such authority to others. The signatories hereto represent and warrant that they are authorized to sign this Agreement and are authorized to act for and on behalf of the respective companies.

25.8 This Agreement and any documents incorporated or referenced herein contain and embraces the entire agreement between the parties hereto, and neither it nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement is expressed in writing, signed and acknowledged by The County and CONTRACTOR, or their successors and assigns.

25.9 CONTRACTOR's Tax Identification Number is 56-1839306. CONTRACTOR shall pay all taxes due with respect to this Agreement. Should The County receive any notice of tax lien against CONTRACTOR, The County may, in addition to any other remedies herein, terminate this Agreement.

25.10 CONTRACTOR is a licensed North Carolina Contractor, Contractor's License Number 34205. Should CONTRACTOR's North Carolina Contractor's license be revoked, rescinded, suspended, or subject to other adverse administrative action, The County may, in addition to any other remedies herein, terminate this Agreement.

25.11 In the event CONTRACTOR is required to store materials off-site, the storage area must be pre-approved, in writing, by The County. Materials stored off-site shall be maintained in a separate storage area and/or otherwise action taken to ensure that the materials for this Project are not commingled with CONTRACTOR's other materials.

25.12 Unless indicated expressly to the contrary, the terms "day" or "days" shall mean calendar days.

25.13 The attachments to this Agreement are as follows:

<u>Attachment</u>	<u>Subject</u>
1	Contract Documents
2	Change Order Form
3	Partial Payment Affidavit, Waiver and Release Form
4	Final Payment Affidavit, Waiver and Release Form
5	Performance Bond Form (NOT REQUIRED)
6	Payment Bond Form (NOT REQUIRED)

WHEREFORE, the parties hereto have placed their hands and seals.

County of Dare, North Carolina

\_\_\_\_\_

By: \_\_\_\_\_ [SEAL]  
Mr. Robert Outten, County Manager

By: \_\_\_\_\_ [SEAL]

\_\_\_\_\_, 2018

\_\_\_\_\_, 2018

CERTIFICATION

**THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.**

COUNTY OF THE COUNTY

By: \_\_\_\_\_  
Sally Defosse, Finance Officer

\_\_\_\_\_, 2018



*Board Appointments*

**Description**

The Dare County Board of Commissioners will consider the following Board Appointments:

Airport Authority  
Manns Harbor Commission  
Wanchese Community Center

Complete information about the appointments appear after this page.

Upcoming Board Appointments for the next three months are listed at the end.

**Board Action Requested**

Make Board Appointments and Announce Upcoming Appointments

**Item Presenter**

Robert Outten, County Manager

## Board Appointments – April 3, 2018

### Airport Authority

- Vice Chairman Overman serves on the Airport Authority as the Commissioner Representative.
- His term expires this month and he would like to be reappointed.

### Manns Harbor Commission

- The following terms expire on the Manns Harbor Commission this month:  
Jeff James, Paul Mann, James “Troy” Outland, Sr.
- All would like to be reappointed.
- An application has been received from David Twiddy.

### Wanchese Community Center

- The Wanchese Community Center Board has advised that Rosie Davenport passed away.
- An application has been received from Tina Sherrod to fill the unexpired term of Rosie Davenport.

## UPCOMING BOARD APPOINTMENTS

<b>May 2018</b>	Extra Territorial Jurisdiction District–Nags Head Veterans Advisory Council Zoning Board of Adjustment – Dare County
<b>June 2018</b>	Dare County Waterways Fessenden Center Advisory Board Hatteras Community Center Juvenile Crime Prevention Council Library Board – Dare Manns Harbor Community Center Roanoke Island Community Center Rodanthe, Waves, Salvo Community Center Town of Southern Shores Zoning Board of Adjustment Transportation Advisory Board
<b>July 2018</b>	Airport Authority East Lake Community Center Board Game and Wildlife Commission Library Board – Regional Parks and Recreation Advisory Council Wanchese Community Center Board



*Board Appointment -Airport Authority*

**Description**

See attached summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

April, 2018

**BOARD APPOINTMENT**

**AIRPORT AUTHORITY**

(Four Year Term)

**The Airport Authority Board is responsible for maintaining and operating airports owned by the Authority or Dare County. They provide air transportation services to the aviation traveling public and other aviation related services.**

**Vice Chairman Overman's term expires 4/18.**

**He is the Commissioner Representative**

**and wishes to be reappointed.**

Other Members:  
See attached list

**AIRPORT AUTHORITY**

(Four Year Term)

**The Airport Authority's mission is to manage the operation, maintenance and improvement of air services and facilities for the use, convenience, and benefit of the air traveling public.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
George Henderson, Sec. P.O. Box 606 Manteo, NC 27954 473-2791	7-19	Reapptd. 7-87 91,95,99,03, 07,11,15
Joseph Blakaitis P.O. Box 8212 Duck, NC 27949 261-7513 (H), 973-723-4434 (C)	7-19	Apptd. 7-15
George H. Wood 224 Colington Ridge Kill Devil Hills, NC 27948 441-0239	7-19	Apptd. 11-01 Reapptd. 7-03, 07,11,15
<b>**Wally Overman</b> 549 Skyco Rd. Manteo, NC 27954 473-3433	<b>4-18</b>	Apptd. 1/15
Charles Davidson 3618 Old Nags Head Woods Rd. Nags Head, NC 27959 715-0662 (H), 548-9141 (C) (Commissioner Appointee)	7-18	Apptd. 7-15
Fred Newberry 267 N. Dogwood Trail Southern Shores, NC 27949 252-564-5108 (H)	8-18	Apptd. 1-16
David Twiddy, V. Ch. 104 Weir Point Dr. Manteo, NC 27954	7-19	Apptd. 6-13 Reapptd. 7-15

William Pope  
4108 Lindbergh Ave.  
Kitty Hawk, NC 27949  
255-0834 (H)

4-19

Apptd. 4-15

Comm. Jack Shea, Treas  
290 Wax Myrtle Trail  
Southern Shores, NC 27949  
261-4158

7-18

Apptd. 10/13  
Reapptd. 4/15

**Notes:**

Meeting Date – 4<sup>th</sup> Weds. Of each month, 7:00 p.m. at the Dare County Airport

\*\* denotes Commissioner Representative

Louise Dollard replaced Clarence Skinner who resigned 8/86.

John Watkins replaced Dwight Wheless who resigned 4/87.

Phelpie Edmondson resigned 8/86.

Russell Langley replaced Orman Mann who resigned 10/84.

Tommie Gray replaced Russell Langley who resigned 8/86.

Ellis Gray, Jr. replaced Lionel Shannon who resigned 3/87.

Phil Olear replaced Ellis Gray who resigned 2/90.

Charles Elms replaced Jim Welch who resigned 2/90.

William D. Smith replaced Ken Mann who resigned 2/90.

Lester Scarborough replaced Phil Olear ?.

Louise Dollard replaced Harold Gray?.

Clarence Skinner replaced Sonny Ambrose 1/93.

Sammy Smith replaced Lester Scarborough?.

Glenn Futrell replaced Charles Elms 12/93.

Paul Breaux replaced Mearl Meekins 3/94.

Al Jones replaced R.D. Sawyer, Jr. 4/94.

Davis Balance replaced John Watkins 4/94.

Charles Davidson replaced Louise Dollard 8/94.

Dwight Burrus replaced Paul Breaux 8/94.

Jack Overman replaced Dwight Burrus 2/96.

Eugene Thomas replaced Davis Balance 10/96.

Alvin Hibbs replaced Clarence Skinner 2/94.

Jay Wheless replaced Glenn Futrell?.

Richard Johnson replaced Sammy Smith 4/99.

Olin Davis replaced Al Jones 7/99.

Warren Judge replaced Richard Mapp 7/99.

Connie Brothers replaced Eugene Thomas 2/01.

Linda Willey filled unexpired term of Warren Judge 2/01.

Bill Plyler filled unexpired term of Olin Davis 11/01.

George Wood filled unexpired term Alvin Hibbs 11/01.

Jack Shea replaced Jack Overman 7/02.

David Jack Kenny filled unexpired term of Bill Plyler 1/06.



Steven C. Evans filled seat left vacant by Jay Wheless 4/07.  
Jon David Harden replaced Connie Brothers 4/07.  
Dwight Burrus filled unexpired term of David Jack Kenny 1/08.  
Phelpie Edmondson apptd to fill unexpired term of David Harden (resigned1/11) 4/11.  
Ali Breaux replaced Steven Evans 8/11.  
Deke Bolte filled unexpired term of Dr. Charles Davidson 6/13.  
David Twiddy filled unexpired term of Ali Breaux 6/13.  
10/13 - Comm. Jack Shea was appointed as the Commissioner representative to fill the unexpired term of Richard Johnson. Mr. Shea was originally appointed to the Airport Authority in July 2002.  
10/13 – Max Dutton was appointed to fill the unexpired term of Jack Shea.  
12/14 – Beverly Boswell was appointed to fill unexpired term of Max Dutton.  
1/15 – Wally Overman was appointed to replace Beverly Boswell.  
4/15 – William Pope replaced Phelpie Edmondson.  
7/15 – Joseph Blakaitis replaced Linda Willey.  
7/15 – Charles Davidson filled unexpired term of Dwight Burrus.  
9/15 - Wally Overman and Jack Shea switched seats, making Wally Overman the Commissioner representative and Jack Shea a regular member.  
11/15 – Jack Thomson filled unexpired term of the late Deke Bolte.  
1/16 – Fred Newberry filled unexpired term of the late Jack Thomson.

**REVISED 1/16**



*Manns Harbor Commission*

**Description**

See attached

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

April, 2018

**BOARD APPOINTMENTS**

**MANN'S HARBOR COMMISSION**

(Two Year Term)

The Manns Harbor Commission is a seven member group representing recreational, commercial and local interests for the self-governing, mutual purpose, Manns Harbor Marina. The Commission meets six times per year and reports directly to the Dare County Board of Commissioners.

The following have terms to expire this month:

**Jeff James**

(Current Term 4/16 – 4/18)

(Originally Apptd. 4/13)

**Paul Mann**

(Current Term 4/16-4/18)

(Originally Apptd. 4/13)

**James "Troy" Outland, Sr.**

(Current Term 4/16-4/18)

(Originally Apptd. 4/13)

**All would like to be reappointed.**

**An application has been received from David Twiddy**

Other Members:  
See attached list

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Rhonda Creef, Dare County Deputy Clerk to the Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312, or send it by email to rhonda@darenc.com

Advisory Board or Committee interested in:

1<sup>st</sup> choice Manns Harbor Commission

2<sup>nd</sup> choice Planning Board - At Large, Dist. 1

3<sup>rd</sup> choice \_\_\_\_\_

Name David Twiddy

Address 104 Weir Point Drive

City/State/Zip Manteo, NC 27954

Email Address dstwiddy@centurylink.net

Telephone Home: 252.473.3827

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: Dare County Schools Transportation Director

Business Address: 1013 Driftwood Dr. Manteo NC 27954

Educational background:

Manteo High School

Business and civic experience and skills:

Currently I am on the Airport Board, North Carolina Association of School Administrators, and the past

President for North Carolina Pupil Transportation Association. Served 8 years on the Manns Harbor Fire Department

Other Boards/Committees/Commissions on which you presently serve:  
**five as the Chief.**

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	Business/Occupation	Address	Telephone
Doug Doughtie	Sheriff		252.475.5978
Danny Couch	BOE Member		252.475.4477
Bill Cook	NC Senator		919.715.8293

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: 2/17/2015 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: \_\_\_\_\_

*Wants to still be considered  
even though application  
is expired per e-mail 2/27/18*

**MANN'S HARBOR COMMISSION**

(Two Year Term)

**This Commission is a seven member group representing recreational, commercial and local interests for the self-governing, mutual purpose, Manns Harbor Marina. The Commission meets six times per year and reports directly to the Dare County Board of Commissioners.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Cyndy Holda P.O. Box 172 Manns Harbor, NC 27953 252-473-9964 (H) 252-423-0903 (Cell)	4/19	Apptd. 4/13 Reapptd. 4/15, 17
Ladd Bayliss, Sec. 431 Cahoon Rd. Manns Harbor, NC 27953 252-207-5894 (H) 252-473-1607 (O)	4/19	Apptd. 4/13 Reapptd. 4/15, 17
Jonathan Oglesby P.O. Box 250 Manns Harbor, NC 27953 910-990-5674 (H/Cell)	4/19	Apptd. 4/13 Reapptd. 4/15, 17
<b>Paul Mann, V. Ch.</b> 6049 US Hwy 64 Manns Harbor, NC 27953 252-475-3995 (H) 252-473-1716 (O)	4/18	Apptd. 4/13 Reapptd. 4/16
<b>Jeff James</b> 116 Alder Branch Lane Manteo, NC 27954 252-216-6913 (H/Cell)	4/18	Apptd. 4/13 Rrapptd. 4/16
<b>Jessie "Troy" Outland, Sr., Ch.</b> 107 Candela Dr. Manteo, NC 27954 252-473-3507 (H) 252-473-8685 (Cell)	4/18	Apptd. 4/13 Reapptd. 4/16

Jessie "Troy" Outland, Jr.  
P.O. Box 246  
Manns Harbor, NC 27953  
252-216-9162 (H/Cell)

4/19

Apptd. 4/13  
Reapptd. 4/15, 17

Notes

**CONTACT INFO:**

**MEETING DATES:** Bi-Monthly

Formed by DCBC 4/1/13. A Commission has been formed to enforce rules governing the use of the old Manns Harbor Marina property. The facility will operate as a marina for commercial fishermen to dock and unload their catch; and for public boat access. Dare County's role is to form the Commission and appointment commission members.

**Revised 4/17**



*Wanchese Community Center*

**Description**

See attached

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



April, 2018

**WANCHESE COMMUNITY CENTER BOARD**

**(Two Year Term)**

**The Wanchese Community Center Board manages and is responsible  
for the upkeep of the community building.**

**The Wanchese Community Center Board has advised  
that Rosie Davenport passed away.**

**Rosie Davenport  
(Current Term 7/17-7/19)  
(Originally Apptd. 8/93)**

**An application has been received from Tina Sherrod  
to fill the unexpired term of Rosie Davenport.**

Other Members:  
See attached list

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1<sup>st</sup> choice \_\_\_\_\_

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name

Tina Sherrard

Address

PO Box 484

City/State/Zip

Wanchese NC 27981

Email Address

t.sherrard@aparkinglotmaintenance.com

Telephone

Home: 473-18216

Business: 216-8223

Resident of Dare County:

yes

no

Occupation:

self-employed

Business Address:

41 Hickman Lane Wanchese

Educational background:

High School Graduate

Business and civic experience and skills:

Worked @ Wachovia

Owner of Parking Lot Business

Other Boards/Committees/Commissions on which you presently serve:

N/A

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	Business/Occupation	Address	Telephone
<u>Hannah East</u>	<u>Coastal Family Church</u>		<u>305-3999</u>
<u>Becky Beacham</u>	<u>Becky's Barber Shop</u>		<u>473-5313</u>
<u>Tiffany Wescott</u>	<u>Coastal Family Church</u>		<u>216-6341</u>

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: 3-19-18 Signature of applicant: Cyrene

FOR OFFICE USE ONLY:

Date received: 3/19/18

**WANCHESE COMMUNITY CENTER BOARD**  
**(Two Year Term)**

**The Wanchese Community Center Board manages and is responsible for upgrading the community building. The community of Wanchese has the opportunity to have reunions, parties, etc. at the community center.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Joyce T. Meekins Old Schoolhouse Rd. Wanchese, NC 27981 252-473-3087	7-18	Apptd. 2-02 Reapptd. 7-02,04,06, 08,10,12,14,16
Rosie Davenport 338 The Lane Wanchese, NC 27981 252-473-5557	7-19	Apptd. 8-93 Reapptd. 7-95,97,99, 01,03,05,07,09,11, 13,15, 17
Bill Wilson 291 ER Daniels Road Wanchese, NC 27981 252-216-6650	7-19	Apptd. 4-17 Reapptd. 7-17
Sally DeFosse 165 E.R. Daniels Rd. Wanchese, NC 27981 252-473-3792	7-19	Apptd. 2-09 Reapptd. 7-09,11,13, 15,17
Robert L. Walton P.O. Box 733 Wanchese, NC 27981 252-475-1195	7-18	Apptd. 7-05 Reapptd. 7-06, 08,10, 12
Becky Beacham P.O. Box 177 Wanchese, NC 27981 252-473-5313	7-19	Apptd. 7-13 Reapptd. 7-15, 17
Ulysses S. "Lish" Meekins, Ch. P.O. Box 392 Wanchese, NC 27981 252-305-2002	7-19	Apptd. 1-13 Reapptd. 7-13,15, 17

**NOTES:**

**MEETING INFO:** Quarterly, 1<sup>st</sup> Tuesday of January, April, July, October, 7:00 p.m., Wanchese Community Center

**CONTACT INFO:** Lish Meekins, Chairman

**MEMBERS COMPENSATED:** No

8/93 – Rosie Davenport replaced Ruth Whiton  
8/94 – George Schwartz replaced Harry Horton  
7/01 – Will Fields replaced Randy O’Neal  
2/02 – Joyce Meekins filled unexpired term of Linda Byrd Daniels  
7/03 – Patricia Austin replaced Ken Doughty  
10/03 – John B. Beasley filled unexpired term of Will Fields  
7/05 – Jimmie Williams filled unexpired term of George Schwartz  
7/05 – Robert Walton filled unexpired term of Nora Scarborough  
2/09 - Sally DeFosse filled unexpired term of Patricia Austin  
7/13 – Becky Beacham replaced Jimmie Williams  
12/14 – Robin Holt filled unexpired term of Thomas Baum  
4/17 – Bill Wilson filled unexpired term of Robin Holt

**REVISED 7/17**



*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 that have terms expiring during the next 3 months. The list highlights when the item will be presented to the Board of Commissioners along with any special requirements that may pertain to the appointment.

Information about how to obtain and submit applications follows the list.

### May 2018

1. Extra Territorial Jurisdiction District (ETJ) - Town of Nags Head  
Dare County appointee serves as a member of the Nags Head Planning Board as well as a member of the Nags Head Board of Adjustment and represents Dare County in the ETJ District. 1 term expiring
2. Veterans Advisory Council  
The Veterans Advisory Council helps Dare County Veterans by serving as a liaison with the community in coordinating services and activities benefiting Veterans and their families. Members of the Veterans Advisory Council solicit information and provide updates about community based activities honoring Veterans. 3 terms expiring
3. Zoning Board of Adjustment - Dare County  
The Board of Adjustment meets to hear variances and appeals related to land use issues in the unincorporated areas of Dare County. The Chair is appointed by the Board of Commissioners and the Planning Department serves as administrative staff for this Board. 1 term expiring

### June 2018

1. Dare County Waterways  
This Commission promotes the Oregon Inlet Jetty Project, the Hatteras Inlet Project and oversees County dredging projects and waterways related issues. 4 terms expiring
2. 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. 6 terms expiring
3. Hatteras Community Center

This board operates and maintains the Hatteras Community Center. 2 terms expiring

4. Juvenile Crime Prevention Council

As outlined and funded by the Juvenile Justice Reform Act of 1998, the Juvenile Crime Prevention Council assumes responsibility for assessing needs, funding community-based alternatives for troubled youth who enter the courts, and supporting prevention programs. 6 terms expiring

5. Library Board – Dare

This Board establishes local policies within those set by the Regional Library Board and oversees the Library Trust Fund Budget; and also serves on the Board of the Dare County Library Foundation, a 503-C3 tax-exempt organization. 3 terms expiring

6. Manns Harbor Community Center

This Board operates and maintains the community center facility and amenities for the use and benefit of Manns Harbor residents. 2 terms expiring

7. Roanoke Island Community Center

This Board operates and maintains the community center facility and amenities for the use and benefit of all members of the community. 3 terms expiring

8. Rodanthe, Waves, Salvo Community Center

This Board operates and maintains the Rodanthe, Waves, Salvo community center facility and amenities for the use and benefit of all members of the villages. 2 terms expiring

9. Town of Southern Shores Zoning Board of Adjustment

This Board includes all Town of Southern Shores Planning Board Members and a Dare County Representative. 1 term expiring

10. Transportation Advisory Board

The Dare County Transportation System is required by the State's Community Transportation Program to have a local Transportation Advisory Board. This Board is expected to maintain a minimum level of coordinated transportation service and to maintain ongoing communications as a means of seeking public involvement and ongoing administrative oversight. 5 terms expiring

July 2018

1. Airport Authority

The mission of the Dare County Airport Authority is to manage the operation, maintenance and improvement of air services and facilities for the use, convenience, and benefit of the air traveling public. 3 terms expiring

2. East Lake Community Center Board

This Board operates and maintains the East Lake Community Center. 1 term expiring



3. Game and Wildlife Commission

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. 4 terms expiring

4. Library Board – Regional

This Board serves as the governing board and sets policy for the eight libraries within the East Albemarle Regional Library System. The Board is responsible for setting region-wide policies, and approving and reviewing the regional budget. Regional library board members must be a member of the local library advisory board at the time of their appointment. 1 term expiring

5. Parks and Recreation Advisory Council

This Advisory Council reviews and advises Parks and Recreation in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County. 9 terms expiring

6. Wanchese Community Center Board

Wanchese Community Center manages and is responsible for the upkeep of the Community Building. 2 terms expiring

**-----Instructions for Obtaining and Submitting Applications-----**

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website, or by calling Janice Williams at 475-5800.

**COMMISSIONERS' BUSINESS**

**MANAGER'S / ATTORNEY'S BUSINESS**