



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

## DARE COUNTY BOARD OF COMMISSIONERS

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

Monday, June 03, 2019

**“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**      Proclamation - Vulnerable Adult and Elder Abuse Awareness Month
- ITEM 6**      Airport Modernization Report
- ITEM 7**      Buxton Beach Nourishment 2021 Maintenance Project CS&E Amendment #2 to Contract
- ITEM 8**      State Contract for Dredge Vessel
- ITEM 9**      Purchase of Property at 47013 Buxton Back Rd, Capital Project Ord. & Reimbursement Resolution
- ITEM 10**     **Public Hearing – 10 a.m. – Manager’s Proposed Budget**
- ITEM 11**     Consent Agenda
- 1. Approval of Minutes (05.20.19)
  - 2. Juvenile Crime Prevention Certification Standards & Funding Plan for 2019/2020
  - 3. Water Tower Lease Rate Amendments
- ITEM 12**     Board Appointments
- 1. Albemarle Region Resource Conservation & Development Council
  - 2. Dare County Waterways Commission
  - 3. Fessenden Center Advisory Board
  - 4. Hatteras Community Center Board
  - 5. Juvenile Crime Prevention Council
  - 6. Land Transfer Tax Appeals Board
  - 7. Library Board - Dare
  - 8. Manns Harbor Community Center
  - 9. Roanoke Island Community Center
  - 10. Rodanthe Waves Salvo Community Center Board
  - 11. Upcoming Board Appointments
- ITEM 13**     Commissioners’ Business & Manager’s/Attorney’s Business

ADJOURN UNTIL 5:00 P.M. ON JUNE 17, 2019



*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 - June 2019*

**Description**

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

1. Clei Hill, Community Health Technician, 10 Year Pin
2. Eleen Bryant, Administrative Specialist, 20 Year Pin
3. Tina Tran, In-Home Service Aid, 20 Year Pin
4. Toni Midgett, Assistant Register of Deeds, 25 Year Pin
5. Brandi Combs, Accounting Technician, 30 Year Pin
6. Ken Flatt, Public Utility Director, 30 Year Pin

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager

**Presentation of County Service Pins**

1. Clei Hill, Community Health Technician – 10 Year Pin  
Presented by Holly Meekins
  
2. Eleen Bryant, Administrative Specialist - 20 Year Pin  
Presented by Dave Clawson
  
3. Tina Tran, In-Home Service Aid – 20 Year Pin  
Presented by Sue Hewitt
  
4. Toni Midgett, Assistant Register of Deeds – 25 Year Pin  
Presented by Cheryl House
  
5. Brandi Combs, Accounting Technician – 30 Year Pin  
Presented by Dave Clawson
  
6. Ken Flatt, Public Utility Director – 30 Year Pin  
Presented by Bobby Outten



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

Comments can be made at the Commissioners Meeting Room in Manteo or through an interactive video link at the Fessenden Center Annex in Buxton.

Commissioners Meeting Room - Administration Building, 954 Marshall Collins Drive, Manteo  
Video Link - Fessenden Center Annex, 47017 Buxton Back Road, Buxton

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Proclamation - Vulnerable Adult and Elder Abuse Awareness Month*

**Description**

June 15 is recognized worldwide as World Elder Abuse Awareness Day.

Enclosed is a proclamation describing the need for a comprehensive system of protection for vulnerable and older adults. The proclamation designates the period from Mother's Day to Father's Day as "Vulnerable Adult and Elder Abuse Awareness Month."

**Board Action Requested**

Issue Proclamation

**Item Presenter**

Commissioner Jim Tobin



## PROCLAMATION

### VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTH 2019

**WHEREAS**, North Carolina joins the world in recognizing World Elder Abuse Awareness Day every June 15; and

**WHEREAS**, protecting North Carolina's vulnerable and older adults is a community responsibility, and all citizens are charged under state law to report suspected abuse, neglect, or exploitation to their local County Department of Social Services; and

**WHEREAS**, North Carolina's vulnerable and older adults of all social, economic, racial, and ethnic backgrounds may be targets of abuse, neglect, or exploitation which can occur in families, long-term care settings, and communities; and

**WHEREAS**, during the most recent fiscal year, there were more than 30,000 reports of abuse, neglect, or exploitation of vulnerable and older adults made to North Carolina's 100 County Departments of Social Services; and

**WHEREAS**, national and international research shows that abuse, neglect, and exploitation of vulnerable and older adults is grossly underreported; and

**WHEREAS**, the State of North Carolina enacted the nation's first elder abuse law, and recognizes the need for a comprehensive system of protection for vulnerable and older adults; and

**WHEREAS**, Mother's and Father's Days are national holidays intended to honor, respect, and promote the dignity and well-being of our older citizens;

**NOW THEREFORE**, the Dare County Board of Commissioners do hereby proclaim Mother's Day through Father's Day, May 12 – June 16, 2019, as "**VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTH**" in Dare County and commend its observance to all citizens.

This the 3<sup>rd</sup> day of June, 2019

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Robert Woodard, Chairman

Attest: \_\_\_\_\_  
Cheryl Anby, Clerk to the Board





*Airport Modernization Report*

**Description**

Brent Lane will give the Board of Commissioners an airport modernization report and highlight the economic impact of the Dare County Regional Airport.

**Board Action Requested**

None

**Item Presenter**

Brent Lane



*Buxton Beach Nourishment 2021 Maintenance Project, Coastal Science & Engineering Amendment #2 to Contract*

**Description**

Please see the attached Item Summary

**Board Action Requested**

Adopt capital project ordinance and authorize County Manager to execute Amendment #2

**Item Presenter**

Tim Kana & Haiqing Kazckowski, Coastal Science & Engineering

**Item Summary: Buxton Beach Nourishment 2021 Maintenance Project, Coastal Science & Engineering Amendment #2 to Contract**

The 2017 Buxton beach nourishment project was scheduled for a maintenance project in 2022 and shown as such in the beach nourishment financial model. Hurricane Florence resulted in a sand loss of 303,732 cubic yards of sand, 11.6% of the original total placed.

As an engineered and maintained beach, the project is eligible under the Hurricane Florence FEMA declaration for FEMA/State replacement of the sand loss. Due to mobilization costs, replacement of that volume only makes financial sense in conjunction with a maintenance project. Therefore FEMA and the County agreed to move the scheduled maintenance project from 2022 to 2021 and combine the two projects. That combined 2021 project is shown in the latest beach nourishment financial model, #23a.

The current *estimates* for the 1,000,000 total cubic yard project are:

Total project cost per CSE	\$19,171,599
Add contingency in CSE amendment #2, net of a \$22,914 fee & reimbursable difference	202,036
Add groin restoration permitting in CSE amendment #2	<u>419,430</u>
Total	\$19,793,065

Anticipated sources of funds are:

Series 2021 limited obligation bonds	\$14,010,198
FEMA – federal share	4,337,150
FEMA – state share	<u>1,445,717</u>
Total	\$19,793,065

CSE Amendment #2:

- Section 1 (p. 1 of 41) provides an update on the original project and five year monitoring (CSE amendment #1).
- Section 2 (p. 3 of 41) provides information related to Hurricane Florence and FEMA.
- Section 3.1 (p. 5 of 41) outlines the 2021 maintenance project and why permitting of restoration of the existing groins is recommended for inclusion for amendment #2.
- Section 3.4 (p. 7 of 41) lists the scope of services.
- Table 2 (p. 39 of 41) lists fees and reimbursables.

Also attached is the 2/28/2019 CSE documentation letter to FEMA and the 3/19/2019 FEMA DDD (damage, description & dimensions).

The board is asked to approve scenario #2 to include permitting of groin restoration, to adopt the capital project ordinance that includes fees and reimbursables, and to authorize the County Manager to execute CSE Amendment #2.

**County of Dare, North Carolina  
Capital Project Ordinance**

**for  
Beach Nourishment Maintenance & Buxton FEMA Project**

BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1 The project is the 2021 combined Buxton beach nourishment maintenance and FEMA Hurricane Florence beach nourishment (FEMA #68036) projects.

Section 2 The following budget shall be conducted within the Capital Projects Fund (#61). The project number is 60329 for Buxton beach nourishment, and 98729 for the related Series 2021 Limited Obligation Bonds.

Section 3 The following amounts are appropriated for the project:

Permitting, design, and CA, CSE addendum #2	615580-737105-98329	\$1,989,617
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Section 4 The following revenues are anticipated to be available to complete the project:

Debt proceeds-S2021 LOBs	633090-470200-98729	\$1,989,617
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Section 5 The Finance Officer is directed to report the financial status of the project as a part of the normal financial reporting process currently in place.

Section 6 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, and the Clerk to the Board of Commissioners.

Adopted this 3<sup>rd</sup> day of June 2019.

\_\_\_\_\_  
Chairman, Board of Commissioners

[SEAL]

\_\_\_\_\_  
Clerk to the Board of Commissioners

## AMENDMENT #2 TO AGREEMENT FOR PROFESSIONAL SERVICES

[CSE 2403-M] [17 May 2019]

### Maintenance and FEMA Sand Restoration Project Following the 2017-2018 Beach Restoration at Buxton Dare County, North Carolina

#### INTRODUCTION

This is Amendment #2 to the original Agreement between CSE and Dare County for professional services in connection with the Buxton beach restoration project (CSE 2403). This amendment includes:

1. Relationship with the original Agreement and existing Amendment #1 and work completed as of today (pages 1–3)
2. Hurricane *Florence* and FEMA restoration project (pages 3–4)
3. Proposed Maintenance Project and anticipated permitting efforts (pages 5–28)
  - Scenario 1 – Renourishment only
  - Scenario 2 – Renourishment combined with restoration of the existing groins
4. Estimated project timeline (pages 29–32)
5. Key Personnel and project management (pages 33–37)
6. Engineering cost estimates for each project scenario (pages 38–39)

#### 1. Relationship with the Original Agreement and Existing Amendment #1

CSE's original service agreement with Dare County was dated 26 April 2013 for Phase 1 and 10 September 2014 for Phase 2. It 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 nine tasks are as follows:

- Task 1 – Project planning, communication, liaison
- Task 2 – Beach and borrow area condition surveys
- Task 3 – Coastal engineering and plan development
- Task 4 – Permitting and environmental studies
- Task 5 – Final design, specifications, construction documents
- Task 6 – Bidding and negotiation
- Task 7 – Construction observation & administration
- Task 8 – Final report, condition survey, recommendation for acceptance
- Task 9 – Contingency

At the time of this proposal, Tasks 1 to 7 and eighty percent of Task 8 have been completed. Approximately 2.6 million cubic yards (cy) of beach quality sand was placed in the project area between 21 June 2017 and 27 February 2018. The 2017-2018 Buxton beach restoration project was completed within the County’s budget and was in compliance with the state and federal permits. Due to rough sea conditions offshore Buxton and the shoaling issues at Oregon Inlet, the Contractor (Weeks Marine, Inc) has not been able to fully remove all of the submerged pipeline (subline) that was used during construction. Weeks Marine is expected to complete the subline demobilization process in summer 2019. After Weeks Marine removes the subline, the project will reach its final completion. CSE plans to submit a final report to the County documenting the mobilization, construction, and demobilization phases of the project. Upon submission of the final report, CSE will complete Task 8, and therefore, the full Agreement between the County and CSE.

Amendment #1 (dated 22 February 2018) covers the first five years (Years 1-5, ie 2018–2022) post-project monitoring after the completion of the 2017–2018 project (CSE 2403-PPM). It is under six new tasks and does not duplicate or overlap any task in the original Agreement.

- Task 1 – Visual escarpment surveys
- Task 2 – Sediment compaction tests
- Task 3 – Lighting surveys
- Task 4 – Beach condition surveys
- Task 5 – Sediment collection and testing
- Task 6 – Annual monitoring reports and presentations

The services provided in Amendment #1 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). The purpose of the post-project monitoring is to track the physical condition of the beach after nourishment, quantify sand volume changes, and determine whether a maintenance renourishment is needed to increase the life of the project. Another important purpose of the annual beach monitoring is to document the beach condition before the hurricane season so that the County can be eligible for FEMA post-storm beach restoration funding following declared disasters.

CSE has completed various monitoring tasks for Year 1 (2018), and a comprehensive report is in preparation to summarize the fieldwork efforts and findings. A list of work conducted during Year 1 is summarized in Table 1.

Table 1. Year 1 (2018) post-project monitoring tasks and their completion status.

Time	Tasks	Status
April 2018	First annual escarpment survey and report	Completed
May 2018	First lighting survey	Completed
June 2018	First semi-annual beach monitoring	Completed
June 2018	First annual sediment sampling	Completed
July 2018	Second lighting survey	Completed
Nov 2018	Second semi-annual beach monitoring (coincident with the post- <i>Florence</i> survey)	Completed
June 2019	First annual monitoring report	In Preparation

## 2. Hurricane Florence September 2018 and FEMA Restoration Project

Hurricane *Florence* was a powerful and long-lived Cape Verde hurricane that caused severe damage in the Carolinas in September 2018. A FEMA Major Disaster Declaration (DR-4393) was announced on 7 October for North Carolina including Dare County where the Buxton project is located.

Hurricane *Florence* occurred during CSE’s Year 1 post-project monitoring service for the County. A comprehensive beach condition survey had been completed in June 2018 before the 2018 hurricane season. Pursuant to Dare County’s request, CSE conducted another beach condition survey from October 22 to 24 to determine the sand loss caused by *Florence*. CSE used the volumes from June 2018 as the baseline condition and subtracted them from the results of the October survey (post-*Florence*). This yielded the change in volume within the FEMA required calculation limits from the foredune to seaward of the depth of closure at – 24 ft NAVD.

Survey results show that the Buxton project lost a total of 341,900 cubic yards of sand along the 15,500-foot project length between June 2018 and October 2018, measured between the foredune and the depth of closure at –24 ft NAVD. This loss represents ~13 percent of the total nourishment volume placed in the original 2017-2018 project. Based on FEMA’s Public Assistance Program and Policy Guide (FP 104-009-2 / April 2018), CSE believes that the Buxton project area is eligible for assistance in Permanent Work under Category G guidelines.

CSE submitted a memo to the County on 30 October 2018 reporting the volume loss from June to post-Hurricane *Florence* and has been assisting the County over the past few months by providing documentation that FEMA required and attending a meeting with FEMA representatives on 24 January 2019. Per FEMA beach specialist’s request (c/o Mr. Bob Glassen), CSE prepared a report for FEMA with the following information (CSE Letter dated 21 February 2019):

1. Engineered beach design and construction
2. Maintenance and monitoring program
3. Pre- and post-*Florence* survey methodology and results
4. Relationship to Dare County’s maintenance plan
5. Possible construction methods and potential sand sources
6. Cost estimate of restoring the sand loss
7. Anticipated project schedule

FEMA beach specialist (c/o Mr. Bob Glassen) completed a project report on 13 March 2019 (entitled “Beach Sand Loss: 2017-2018 Beach Restoration Project to Protect NC Highway 12 at Buxton, Dare County”). In this report, the background erosion at the project site was requested to be considered, and a sand loss of **303,732 cy** was determined to be caused by Hurricane *Florence*. The County and CSE reviewed the various methods for renourishment (ie – trucking from inland or dredging from offshore) and determined that economies of scale favor dredging for projects approaching 1 million cubic yards or more. Smaller scale projects such as the FEMA approved sand volume for post-*Florence* restoration are likely to be costlier by dredge because the mobilization cost is apportioned over a small volume. The County determined that for economies of scale, and to provide for planned renourishment, a combined County–FEMA project volume of ~1 million cubic yards is optimal. Thus, the County portion of the plan would provide nearly 700,00 cy and be implemented at the same time as the FEMA restoration. Cost estimates were developed in close coordination between the County and FEMA to determine an equitable cost-share. They include the soft costs (engineering and permitting costs), construction (mobilization, hydraulic beach fill, and construction administration), post-project monitoring for five years, and supporting services (sand fencing and vegetative sprigging). The final cost share between the County and FEMA for a 1-million cy renourishment project is as follows:

<b>County share</b>	\$13,197,846
<b><u>FEMA share</u></b>	<u>\$5,973,853</u>
<b>Total Project</b>	\$19,171,599

FEMA provides Public Assistance for work completed and costs incurred within certain regulatory deadlines. The deadline for Permanent Work (Category G – Beaches) is 18 months from the declaration date. The Recipient (Dare County) has the authority to extend deadlines based on extenuating circumstances. It may extend Permanent Work projects by 30 months. If the Buxton FEMA sand restoration project is granted an extension, the FEMA project would have to be completed and all costs incurred within 48 months from the declaration date (ie – **by 7 October 2022**). This deadline is coincident with the County’s original schedule for a maintenance renourishment project for the Buxton area and provides guidance for the estimated timelines given in this proposal on pages 29–31.



CSE believes that Dare County will achieve cost savings by combining the FEMA restoration project with the County’s scheduled maintenance renourishment efforts. Therefore, the professional services and cost estimates proposed herein are for a combined project and will be referred to as the “**Maintenance Project**” in the rest of this proposal.

### 3. Proposed Maintenance Project and Anticipated Permitting Efforts

#### 3.1 Scope of the Maintenance Project

Historical data analyses and literature studies indicate that the Buxton project area had a chronic erosion rate of ~10–20 cy per foot per year (cy/ft/yr). The Jun-2018 survey determined that the Buxton project area lost ~1 million cubic yards out of the 2.6 million cubic yards of nourishment sand (*Note: volumes in this proposal are measured to the estimated depth of closure at –24 ft NAVD*). Another 341,900 cy of sand was lost after Hurricane *Florence* as confirmed by the Oct-2018 survey. These results show that approximately 50 percent of nourishment sand has shifted out of the project area as of the end of October 2018, equivalent to an annual erosion rate of over 80 cy/ft/yr, several times higher than the historical average.

A high erosion rate has also been measured at Nags Head (Dare County) in recent years. Nags Head is located ~45 miles northeast of Buxton in the Outer Banks. CSE’s beach condition surveys show that the average annual erosion rate has been ~45 cy/ft/yr since November 2017. This is much higher than the historical erosion rate of ~5.2 cy/ft/yr along Nags Head.

The much-higher-than-normal erosion rate along the Buxton project area is mainly caused by the following factors:

- (1) Normal nourishment sand spreading at the project boundaries (ie – End Loss)
- (2) Four named hurricanes impacted the project area in September 2017 during construction
- (3) A series of nor’easters impacted the project area in March 2018 after project completion
- (4) Recent Hurricane *Florence* impact
- (5) Sand shifted offshore beyond –24 ft NAVD due to the existence of a trough in deep water
- (6) Deterioration of sand-retaining structures (ie – groins) at the south end of the project

The loss of function of the existing groins was discussed in the Environmental Assessment for the project (NPS 2015) but was not evaluated further because new groins are not allowed along the northern Outer Banks under NC state Coastal Zone Management rules and regulations. Due to the rapid loss of nourishment volume after project completion, CSE recommends that the groin conditions should be studied in greater detail while planning the Maintenance Project. CSE recently initiated communications with NCDCCM (c/o Ms Heather Coats). If more than 50 percent of a groin is still functional, the work of a groin will be considered as “restoration” instead of a “new groin” which is currently not permissible for the Buxton area. Based on the limited project record that CSE obtained for the groin construction in the 1970s, we believe that the existing three groins have more

than 50 percent of structure remaining in the site, if the landward underground portion is included in the equation. Therefore, the repair work of the existing groins can be considered as “restoration” and be permissible. We herein propose that two main scenarios should be evaluated and studied for the Maintenance Project:

**Scenario 1:** Renourishment only

**Scenario 2:** Renourishment combined with restoration of the existing groins

Our previous project experience in South Carolina (eg – Folly Beach County Party, Edisto Beach, and Hunting Island) demonstrates that sand-retaining structures increase the longevity of a nourishment project (Traynum 2010, Kaczowski et al 2015). This finding is well supported by the National Academy of Science (NRC 1995) and Dean (2002).

CSE’s proposed scope of services herein builds upon work accomplished since May 2013 for the 2017-2018 Buxton project and includes studies of the above two scenarios for the Maintenance Project. Based on CSE’s project experience at Nags Head renourishment (Dare County, NC), the Maintenance Project (even for scenario 1 – renourishment only) requires new state and federal permits and supporting environmental documents under the present legislation. Permitting for groin restoration is expected to require additional downdrift impact analysis. Therefore, engineering and permitting efforts and costs are expected to be lower than the original project for Scenario 1 (renourishment only), but slightly higher than the original project for Scenario 2 (renourishment plus groin restoration). [Note: The authorized budget for CSE’s services for the 2017–2018 project is \$1,828,386, and CSE is expected to complete the Agreement within the budget.]

The scope of services presented herein encompasses the anticipated steps and requirements to permit, engineer, and administrate construction of the Maintenance Project. It covers nine tasks which are similar to the original service agreement. Tasks 1–4 encompass items in support of the permit application. Tasks 5–8 (plus some project management time) support the final design, bid documents, bidding coordination, construction administration, and post-project final report. Normally, Tasks 5–8 are initiated after it is clear that permits will be issued for the project. These tasks will not be initiated without express authorization by the Owner to proceed with the final design. Task 9 covers contingencies such as a post-storm survey, additional document preparation during permit application, and delays in construction, etc.

Estimated schedule of services is listed on pages 29–31, and the proposed budget is summarized in Table 2 on page 39 of this proposal. Necessary beach condition surveys are listed under Task 2, but the cost has been excluded in Table 2 as it has been covered by the services in Task 4 of Amendment #1 (ie – annual beach condition survey).

### **3.2 Work Plan**

The following work plan identifies the tasks required for CSE to accomplish the proposed services with complementary (ie – non-overlapping) support by CZR and TAR. This plan takes into account prior studies, experience from similar projects, and results of work by the team of CSE, CZR, and TAR for the original 2017–2018 project. It also takes into account FEMA project deadlines, anticipated special conditions, and schedule restrictions that are likely to be a part of state and federal permits for the project.

### **3.3 Basic Services**

References to the “Engineer” in the scope of CSE services are to Coastal Science & Engineering (CSE–Engineer) as the project manager responsible to Dare County Board of Commissioners (Owner) for the execution of the services proposed. Execution of the services by the Engineer includes execution of work as required to execute all aspects of the scope of services. References to the “Owner” refer to Dare County Board of Commissioners, Manteo (NC).

### **3.4 Scope of Services**

The following scope of services is proposed.

#### **Task 1.0 Project Planning, Communication, and Liaison**

The project-planning task of the project will include coordination and meetings with the Owner and various stakeholders (as required) and with other team members (ie – USACE, NPS, NCDCM, FEMA representatives, etc) to:

- Review the Maintenance Project plan
- Develop schedules and timelines.
- Provide liaison with USACE, NPS, NCDCM, County, FEMA, and other local officials and property owners.
- Present the plan to government officials and property owners.
- Modify the plan according to changes in Owner-authorized funding levels or market conditions.
- Provide liaison with interested parties and the media as directed by the Owner.
- Prepare project fact sheets, news releases, and display graphics as directed by the Owner.

Following authorization to proceed with the proposed scope of services:

- 1.1 CSE will meet with Owner representative(s) and other team members to clearly define the goals and objectives for the work.
- 1.2 CSE will assemble and review existing engineering reports and environmental studies regarding historical erosion, beach nourishment, and groin construction at the south end of the project area. CSE will prepare work plans, timelines, and schedules for additional field data collection in support of the project.
- 1.3 CSE will assist Dare County officials (as requested) in preparing periodic project summaries including display graphics for distribution to officials and the public by way of various mediums, including web sites, newspapers, or newsletters.

Task 1 includes professional time to participate in public forums and to assist Dare County officials (Owner) with public communication and liaison up to the budget limit established for this task in Table 2 on page 39.

## **Task 2.0 Beach and Borrow Area Condition Surveys and Groin Inspection**

Task 2 will include necessary condition surveys of the foredune, beach, inshore zone [to ~40-foot (ft) depths], and offshore borrow area(s). These surveys will supplement previous field data by CSE and others, and will also provide data on conditions close to the anticipated time of construction for input into final plans and specifications for the project.

Coinciding with the services in Task 4 of Amendment #1, CSE will resurvey the Buxton project area three times in the summer of 2019, 2020, and 2021. These data will be used to update average-annual volumetric erosion rates and revise the project formulation as necessary (Task 2.1).

CSE will survey the potential borrow area(s) for current bathymetry and obtain a maximum of 40 borings for purposes of finding and confirming suitable sand and offshore sediment quality (Task 2.2).

CSE will also survey and inspect the existing three groins in order to evaluate their current conditions and determine the functional level of each groin (Task 2.3).

Task 2.4 will include geophysical and cultural resources field data collection and analysis in the borrow area(s) with the assistance of TAR.

Task 2.5 will include analysis of beach and borrow area sediment quality and compatibility, and evaluate alternate borrow area configurations meeting NCDEQ sediment criteria standards for beach nourishment (Ref: 15A NCAC.07H.0312 Technical Standards for Beach Fill Projects). Task 2.6 will cover time and expenses to obtain wave, tide, and current data in the potential borrow area(s) and along the project beach. Task 2.7 covers one set of controlled aerial orthophotos (using the services of IMC) of the project area for use in the final design.

**Task 2.1** — Cost of the three beach condition surveys (in summer 2019, 2020, and 2022) has already been covered by Amendment #1; therefore, it is excluded from Table 2 on page 39.

The purpose of Task 2.1 is to obtain field data from which volumetric changes and variations in profile dimensions can be computed. These data are necessary for apportioning the nourishment volumes in an equitable manner. The surveys will provide necessary transects across the dunes and mark vegetation lines, exposed shore-protection structures, walkovers, and other obstructions that must be protected during construction. The surveys will also provide data for locating protective sand fencing that the Owner may wish to install as part of the project. The Task 2.1 surveys provide critical input data for the design analyses under Task 3.

Additional surveys (not budgeted) may be required for purposes of determining impacts of a major storm event prior to construction of the project. Funds for such post-storm surveys could potentially be drawn from Task 9 – Contingency at the discretion of the Owner.

**Task 2.2** — CSE will initiate borrow area sampling and bathymetric mapping in the offshore sand search area, including ~ 10 reconnaissance borings. The purpose of the initial borings is to locate suitable sand and narrow down the sand search area. Additional borrow area sampling will be performed based on results of the reconnaissance borings and include up to 30 additional borings. The purpose of the additional borings is to confirm offshore sediment quality, achieve the boring density required under state sediment criteria rules, and provide detailed pre-dredging data for use by contractors. Borings will be accomplished via the same methods and target-recovery lengths (minimum 8 ft) as the original project. An average of three (3) samples per core will be collected for testing according to variations in lithology and processed in the laboratory. CSE will follow standard sampling and laboratory testing protocols to analyze sediment quality and to determine compatibility with the native beach sediments. The offshore area(s) chosen for supplementary borings will be based on the initial coring results and input from state and federal resource agencies as applicable.

Under Task 2.2, CSE will collect a minimum of 130 additional sand samples from the beach and inshore zone along the Buxton/Cape Hatteras National Seashore (CHNS) project area for purposes of determining the existing distribution across the active littoral zone. It will include samples from 13 cross-shore positions prescribed under North Carolina sediment sampling rules. Ten (10) sample transects at ~2,000-ft spacing will be used.

Samples will be analyzed in the laboratory via mechanical sieving at 0.25-phi intervals in the sand size range. Additional sieves will be used as necessary to distinguish small-gravel gradations to -4.0 phi (16-millimeter diameter). These data are necessary for the design of fill sections and for evaluating equilibrium slopes and post-project adjustment of the nourishment profile. The sediment quality seaward of the normal breaker line also provides an indicator of the type of bar morphology that controls breaker characteristics in the area. A goal of the final design is to minimize changes to slopes in the inshore zone after initial adjustment of the fill so as to preserve the general character of surf conditions.

CSE will perform a “large-clast” survey of the project beach as required under NCDEQ rules. The large-clast survey is intended to estimate the areal coverage (unit numbers per standard area) of large shells, stones, or other debris on the pre-nourishment beach. The purpose of this study is to document pre-nourishment conditions for comparison with post-project conditions. The additional borings under Task 2.2 will provide the most reliable confirmation of the sediment quality for the project and help to eliminate portions of the borrow area where large clasts are abundant.

CSE’s methods of sampling and analysis will be similar to those applied in the original 2017-2018 Buxton beach restoration project.

**Task 2.3** CSE will conduct an initial inspection of the existing three groins to assess their conditions. Based on the outcome of CSE’s assessment, we will investigate alternative methods such as shallow seismic profiling for evaluating conditions of the buried sections and recommend to the Owner whether

to use the services of professional inspectors of marine structures in order to provide more detailed analyses of groin functionality and structural condition. The proposed budget includes a separate allowance for a qualified sub-consultant marine structures inspector to provide a detailed structural condition survey of the groins if needed.

A critical variable to be determined is the degree of damage to the groins because that establishes whether modifications to the structures are classified as groin restoration or new groin construction. According to recent communications with NCDCM (c/o Ms. Heather Coats), if less than 50 percent of a groin is functional, restoration of the groin is considered to be new groin construction. NPS (c/o Superintendent Mr. Dave Hallac) states that an Environmental Assessment (EA) is expected to be required for groin restoration and the NPS permitting time is expected to be completed in 6 months. However, an Environmental Impact Statement (EIS) is expected to be required for new groin construction, and its associated NEPA review is expected to be completed within 12 months. These times are shorter than previous NEPA review periods for previous projects and are critical for completing the work before the FEMA reimbursement deadline.

**Task 2.4** — CSE will subcontract for certain geophysical data collection in the offshore borrow area(s) to further confirm sediment quality according to requirements (as applicable) of NCDEQ. Task 2.4 data collection will include a magnetometer survey to identify potential cultural resources (eg – shipwrecks) in and around the borrow area. The survey is budgeted to cover ~150 acres based on the proposed 1 million cubic yard renourishment.

CSE’s recommended sub-consultant for this work is Dr. Gordon Watts of Tidewater Atlantic Research Inc (TAR—Washington NC). CSE also proposes to subcontract with TAR for subbottom profiling using a spacing of 100 ft (shallow seismic surveys via EdgeTech 3100P, or equivalent) in the vicinity of the borrow area for purposes of correlating sediment quality between borings. The survey protocols, line spacing, etc. will be set to satisfy state requirements. To the extent subtle changes in sediment quality can be distinguished using geophysical techniques, CSE will use these data to further refine the boundaries and depth limits of the borrow area. TAR will also be retained to prepare a cultural resources review of the area and identify potential shipwrecks or offshore obstructions that may impact dredging activities.

The purpose of cultural resource surveys is to identify potential obstructions in the borrow areas and eliminate those areas from the final borrow area. CSE’s normal practice is to leave a minimum 300-ft buffer area around any “targets” detected by the geophysical surveys provided sufficient volume remains to accomplish the project. Alternatively, potential targets can be investigated in detail by excavation and sampling. CSE generally avoids that approach by simply deleting questionable parts of the borrow area. Failure to identify obstructions before bids are received opens the possibility of claims by the contractor associated with “changed site conditions.” Therefore, the geophysical data

collection helps protect the Owner from additional charges by the contractor, as well as safeguarding potential cultural resources.

The proposed budget for Task 2.4 services includes a line item allowance for geophysical surveys. Task 2.4 budget includes time for coordination of geophysical data collection, review, and analysis of data by CSE personnel. It is anticipated that one CSE staff coastal physical scientist/project engineer will participate in some of the field data collection with TAR, assisting with local logistics and refinement of the track lines. A detailed work plan and budget for the geophysical sub-consultant services by TAR will be submitted prior to completion of the work. The allowance for these services is based on prior project experience with TAR (cost not-to-exceed), and it anticipates potential revisions to the scope and costs as necessary to accomplish the work within the timeline for the project.

**Task 2.5** — CSE will prepare a detailed analysis of borrow area sediment quality for alternate borrow area configurations meeting (to the extent practicable) NCDEQ and other state and federal criteria for borrow area sediment quality. CSE will evaluate the compatibility of offshore and native sediments using Industry standard statistical techniques as detailed in the USACE Coastal Engineering Manual (2002), as well as performance-based standards applied by CSE in the original 2017-2018 project.

The ideal borrow sediment for the project will be slightly coarser than the existing native beach. Further, stiff clay should be <1 percent; mud (silt and clay) should be <5 percent; and gravel-sized shell or clastic material should be <5 percent above ambient conditions. Under no circumstances will CSE recommend a borrow area consisting of sediments that test significantly finer than the native beach (comparing composites). In the event that portions of the borrow area are found during construction to contain stiff clay, mud, or gravel-sized material greater than the percentages stated herein, CSE will direct the dredging contractor to relocate the dredge to another part of the borrow area and communicate the information to the Owner as part of the construction observations under Task 7.

**Task 2.6** — CSE will obtain wave, tide, and current data around the borrow area(s) for purposes of documenting wave climate for the project site. These data will supplement public domain data from deep-water buoys (eg – Station 41025 – Diamond Shoals) maintained by NOAA and others. CSE proposes to install one (1) in-situ recording gauge in the borrow area and obtain a minimum of three (3) months of continuous-recorded data during a representative fair-weather dredging period prior to construction. These data will be presented on project drawings or in an engineering report for review by dredging companies. The data will also be used for certain coastal engineering analyses under Task 3. CSE will deploy an RDI Workhorse™ ADCP (Acoustic Doppler Current Profiler) set to record water level and currents at high frequency (used for wave height and direction estimates). The record also yields tide data. The ADCP will record in-situ and be serviced midway through the deployment period.



In light of the significant delay caused by inclement wave conditions during the construction of the 2017–2018 project, CSE believes that the wave data collection and analyses have critical value to a project setting like Buxton. Dredging companies use wave data for evaluation of site conditions prior to submitting bids. Such data may also be collected by contractors during construction at the contractor’s own expense because of the critical impact waves have on operations. Ocean-certified cutterhead dredges generally cannot operate in long-period seas greater than 3 ft. Self-propelled ocean-hopper dredges can usually continue excavations in waves up to 5 ft but sometimes have difficulty connecting to the landing pipe for pump-out in such conditions. Wave data are also used by contractors to estimate their standby time (due to weather) and determine when it is necessary to exit the project site and return to a safe harbor. Time-series wave data collected by CSE will be downloaded, checked for anomalous spikes, and processed for input into various statistical and modeling software. These records will provide the site-specific data needed for finalizing the nourishment design. Applicable software for data reduction and processing includes WinADCP™ and MATLAB®. CSE has developed custom “macros” in MATLAB® for displaying the data and running statistics. Other numerical modeling software (Task 3) will be used for erosion modeling, wave transformation, and downdrift impact analyses.

**Task 2.7** — CSE will arrange for controlled aerial orthophotography of the site under an allowance given in the budget provided no other current imagery is available. The allowance is based on previous costs for this type of work. The purpose of aerial orthophotography is to provide a visual image of existing site conditions on which the project limits and dimensions can be presented. The imagery will be ordered prior to final design (Task 5). In past projects including the original 2017–2018 project, CSE has retained the services of Independent Mapping Consultants Inc (IMC, Charlotte NC) and plans to retain them for this work. CSE will obtain written quotes for aerial photography for the Maintenance Project and submit them to the Owner prior to initiating the work. Should the Owner have a preferred vendor for such imagery, CSE will coordinate with the vendor of the Owner’s preference. CSE’s normal practice is to assist the vendor for aerial imagery with ground control and a schedule of flight windows around the tidal cycle and weather at the project site.

**Surveys Not Covered** — Resource agencies, at their discretion, may require certain biological monitoring along the beach or proposed borrow areas. The 2011 Nags Head (NC) nourishment project, for example, had a requirement for one (1) year of pre-project sampling (four seasonal events) and two (2) years of post-project sampling (eight seasonal events) (CZR 2014). [*Costs for the Nags Head biological monitoring surveys (12 events, three annual reports) were (~)\$450,000.*] However, neither the 2017-2018 Buxton beach restoration project nor the 2019 Nags Head renourishment project required such biological monitoring. Because it is unknown whether such sampling will be required or what the level of sampling may entail in the future, biological monitoring surveys are not covered in the present proposal. CSE/CZR will advise the Owner of any potential biological sampling requirements and will provide a separate proposal for these services (c/o CZR) at the request of the Owner.

### **Task 3.0 Coastal Engineering and Plan Development**

Task 3 will include engineering analyses and plan development necessary to determine the nourishment and groin restoration plan, to analyze nourishment adjustment, to evaluate changes in wave energy and sand transport after dredging, to estimate the downdrift impact caused by the proposed project, and to prepare an updated estimate of probable construction costs. CSE's analyses will assist the Owner in determining the scale of the project and how best to combine nourishment with groin restoration in relation to the budget available. Engineering analyses will serve as a rationale for the final plan and will provide the technical background to support permit applications, and assist the Owner with an outline of the construction plan and likely outcome of the project.

**Task 3.1** — CSE will provide a detailed analysis of the accelerated erosion experienced along Outer Banks beaches during the past several years, particularly the Buxton project area. In addition to the reasons listed on page 5, the higher erosion rates are likely due to a combination of other factors that are not fully known at present including:

- Higher mean water levels
- Higher waves and wave energy flux which drives sand transport
- Greater storm intensity
- Localized effects such as high currents in the trough between the outer bar and beach at Buxton

CSE will obtain the best available water level and wave data encompassing the period ~2005 to present. Data are available from NOAA offshore buoys and the USACE Field Research Facility at Duck (NC). This period coincides with detailed beach erosion data at Nags Head which we believe can be correlated with wave and water level conditions for the region. The analyses will be applied to Buxton and evaluated with the comprehensive beach survey data for the initial nourishment event 2014–2018. The goal is to determine what conditions may have changed over the past decade or so to produce high erosion from 2016 to 2019. This information will be used for the final design of the Maintenance Project.

Task 3.1 will update site-specific, empirical erosion data and determine the extent and degree of net sand losses due to recent hurricanes or other storms that may occur during the permitting period. The proposed condition surveys under Task 2 will allow CSE to calculate how much additional sand has been lost since the initial project completion. The quantity of most importance to the final design of the Maintenance Project is the average, annual volumetric loss out of the system. This is likely to be significantly greater than previously estimated background erosion rates obtained during the original project; therefore adjustments may be required in the scale of the proposed project.

If the existing groins are to be restored, evaluating the downdrift impact on NPS property in the immediate vicinity will become more critical than it was in the 2017–2018 original project. This analysis will include an assessment of sand bypassing capabilities under different configurations of the restored

groins. CSE will also consider alternate beach fill designs along the NPS property which may reduce direct impacts to backshore areas. Other concerns expressed by NPS officials during pre-application meetings (eg – construction during the bird nesting period, etc) will be considered and analyzed.

**Task 3.2** — CSE will evaluate alternative nourishment scenarios, fill distribution, and profile dimensions by means of the USACE-approved models, S-BEACH and GENESIS. These models provide numerical simulations of cross-shore profile adjustment due to storms and shoreline change due to longshore processes and sediment transport with the existence of groins. Each model requires input wave data which will be obtained from NOAA offshore buoys (provides long-term real-time data), USACE Wave Information Studies data (long-term hindcast data), and site-specific data collected under Task 2. The normal steps in the simulation of longshore and cross-shore change include:

- Assemble wave and historical shoreline data.
- Establish model domain and computation grids.
- Provide model input parameters—waves, water levels, and sediment type.
- Calibrate and verify the numerical model.
- Apply the model for design conditions:
  - With and without project.
  - Normal seasonal wave conditions.
  - Design storm wave and water level conditions.
- Evaluate the project impact on adjacent areas.
- Refine the nourishment design.

A dataset of bathymetry, wave observations, and related site-specific measurements will be used to set up each model and calibrate it for local conditions. Once calibrated, these models allow simulations of alternative nourishment configurations (eg – dry-sand berm and foredune dimensions) and the impacts of storms of varying intensities (waves and surge levels). GENESIS enables evaluation of wave-energy changes at the shoreline (if any) due to excavation of the borrow area. SBEACH is used to estimate the amount of sand loss (profile adjustment) in the visible beach under a range of storm intensities. The models will help demonstrate the viability of the project and can also provide a measure of the degree of protection nourishment offers. This will give the Owner a quantitative basis for the design.

CSE recommends that, at minimum, the Maintenance Project provide excess beach width to accommodate higher erosion conditions and restore the anticipated volume losses over a minimum five-year period under Scenario 1 (renourishment only), and approximately a five-to-ten-year period under Scenario 2 (renourishment combined with groin restoration). A primary goal of the Maintenance Project is to restore a protective beach that can absorb normal storm waves and seasonal changes in wave energy without damage to the dune system, walkovers, and established vegetation.

Work under Task 3.2 will focus on comparing the nourishment-only alternative and the nourishment with restored groins alternative. CSE believes that the optimal design will balance nourishment volumes and groin rehabilitation such that project design life can be improved. For example, without groins, nourishment losses would be higher than normal meaning much more sand is required for a given design life. If groins are restored to their original functionality, the retained sand will increase project longevity and thereby reduce the nourishment volume needed. Lower nourishment volumes can offset the capital cost of groin improvements. CSE's engineering analyses will seek to optimize nourishment volumes and groin repairs and offer detailed cost and longevity comparisons with the nourishment-only alternative. This will allow the Owner to make an informed decision about whether to pursue work on the existing groins.

**Task 3.3** — CSE will revise the Maintenance Project plan (ie – 1.0 million cy) based on results of Tasks 2.1 through 3.2 herein along with consideration of funding levels established by the Owner. CSE will prepare periodic updated estimates of probable construction costs. Under Task 3.3, CSE will prepare periodic memorandum reports on the beach condition and updated erosion rates following each condition survey. Task 3.3 will also include professional time to prepare a final engineering report for the project, incorporating results of field data collection and numerical modeling (Tasks 2.1–2.6 and Tasks 3.1–3.2). Normally, the engineering report is completed around the time of bids so that its content is consistent with final design conditions and the actual scope of the project. The engineering report serves as a primary design document, summarizing the basis and rationale for the project formulation, borrow area, and beach nourishment configuration as well as the results of the groin analyses.

#### **Task 4.0 Permitting and Environmental Studies**

Task 4 work covers permitting for the project. This task involves pre-application meetings with regulatory and resource agencies, preparation of supporting environmental documents, preparation of the permit applications (state and federal under NCEPA and NEPA, including drawings, narrative, and application forms), review of comments, preparation of responses to comments, participation in public hearings, and ongoing liaison with state and federal officials. In addition, Task 4 will include liaison and meetings with NPS and County officials to obtain necessary approvals and support of the plan under NPS rules and local regulations.

CSE will have overall responsibility for permitting and document preparation. CZR will provide major input for the required environmental documents which we assume, at minimum, will include:

- Environmental Assessment (EA).
- Biological Assessment (BA).
- Essential Fish Habitat (EFH) assessment.
- Cumulative impacts report.
- Downdrift Impacts report.

The CSE/CZR scope of services for permitting under Task 4 will include the following subtasks.

**Task 4.1 – Assemble Relevant Documents** — The team will locate and review relevant documents for previous or ongoing beach restoration projects in Dare County, including other EA's, EIS's, EFH's and BA's. The team will draw on relevant findings and results from the Buxton initial project, Nags Head (NC) nourishment and renourishment permitting documents (USACE 2000, 2010; CSE 2008, 2017), and work by others for projects at Duck, Kill Devil Hills, and Kitty Hawk. This subtask will also provide professional time to assemble and review environmental monitoring studies from similar projects including Nags Head (CSE 2012, CZR 2014) and other North Carolina projects. Data on turtle nesting after the Buxton 2017–2018 project, the 2011 Nags Head nourishment, and the 2019 Nags Head renourishment, for example, will be incorporated into environmental documents.

**Task 4.2 – Pre-Application Meetings** — The team will meet with USACE, NCDEQ/ NCDRCM, NPS, USFWS, and NMFS officials prior to submission of applications for purposes of determining the relevant issues of concern and specific impacts to be addressed in the application and supporting environmental documents. The primary issues with beach nourishment include the following:

- Impacts to jurisdictional waters — water quality (WQ), cultural resources, sediment quality.
- Impacts to threatened and endangered species — sea turtles, piping plover, seabeach amaranth, marine mammals, etc.
- Impacts to in situ organisms — benthic marine organisms, fisheries, etc.

Because the Maintenance Project encompasses the same stretch of oceanfront as the original project, it will impact the Cape Hatteras National Seashore. Close coordination with NPS will be required so as to satisfy Park Service regulations. CSE and CZR worked closely with NPS officials and staff to develop the EA for the 2017–2018 nourishment project. This included weekly meetings, reviews by NPS, and compliance with public notices and project proposals in the Federal Register. CSE anticipates any contemplated work on the existing groins will require extra review and coordination with NPS officials (per Superintendent D Hallac, pers comm, March 2019). The specific supporting documents needed will be confirmed in close coordination with the NC Clearinghouse and federal agencies. The objective of pre-application meetings is to present the preliminary plan for Buxton beach renourishment with possible rehabilitation of existing groins, and solicit input from the permitting agencies before preparation of supporting documents. The goal is to develop the preliminary design and complete all required environmental documents before submitting the permit application to NCDCM, USACE, and NPS.

The team has budgeted for a number of meetings (not to exceed) with representatives of NCDCM (in Elizabeth City and Morehead City), USACE Regulatory (in Washington NC and Wilmington), USFW (in Raleigh and PINWR), NMFS, and NPS (Dare County). The team anticipates at least three interagency meetings will be convened involving other North Carolina agencies including Wildlife Resource Commission (WCR), Division of Marine Fisheries (DMF), and Division of Water Resources (DWR).

**Task 4.3 – Preparation of Environmental Documents** – The team anticipates obtaining clarification from state and federal officials on the specific requirements for supporting environmental documents during Task 4.2. Task 4.3 will cover professional time and expenses to prepare the following documents (as required).

**4.3.1 – Preparation of Essential Fish Habitat (EFH) Assessment** – CZR will provide the bulk of the EFH assessment similar to the one prepared for the original project. The EFH is required by NMFS under the Magnuson-Stevens Fishery Conservation and Management Act of 2006. CSE/CZR will incorporate changes as necessary to the EFH assessment if Congress passes legislation updating the law during the course of the proposed project.

**4.3.2 – Preparation of Biological Assessment (BA)** – CZR will provide the lead role in preparing a BA report similar to the one prepared for the original project. A BA is required by USFWS for projects which trigger Section 7 consultation under the Endangered Species Act (ESA). Nourishment projects constructed during summer months impact turtle nesting activities. The BA will address impacts to threatened and endangered species and will identify protective measures to be taken. The principal species of concern are the piping plover, sea turtles (five species), shortnose sturgeon, Atlantic sturgeon, seabeach amaranth, West Indian manatee, and whales (several species). The USFWS uses the BA to assist them in preparation of their Biological Opinion (BO) under Section 7.

In addition to compiling readily available information from prior BA's for Buxton, Nags Head, and similar projects, the team will incorporate new information as available from recent North Carolina projects.

**4.3.3 – Preparation of Environmental Assessment (EA)** – The project team anticipates state and federal agencies will require an Environmental Assessment for the project because of its potential impacts to endangered species (due to the requirement for summer dredging) and to the Cape Hatteras National Seashore. It is expected to be in a similar format but will require greater details on the downdrift impact analysis than the one developed for the original project. There is a possibility NPS may require an Environmental Impact Statement (EIS) if the project includes significant restoration work on the existing groins. A significant element of an EA/EIS document is an Alternatives Analysis including detailed discussion of various erosion solutions considered but rejected. As experienced in the original project, the most efficient way to address all the elements in an EA/EIS is for our team to prepare the initial document as a draft (DEA/DEIS), incorporate correspondence, and prepare responses to comments. A final document (FEA/FEIS) will be prepared at the direction of the regulatory agencies upon satisfaction of all issues regarding the project. The team will draw on relevant EA and EIS documents for Dare County projects including Buxton (USACE, NPS 2015), Nags Head (USACE 2000, 2010, 2017), Bonner Bridge (NCDOT 2008), and nourishment plans for Duck, Kill Devil Hills and Kitty Hawk (USACE 2014). Our team's costs for preparation of the EA/EIS assume considerable amounts of information remain the same as conditions for Buxton (USACE, NPS 2015) and, therefore, will not require major revision. The budget also assumes there will be certain additional requirements under the EA/EIS to fully address National Park Service (NPS) regulations and management guidelines for projects involving impacts along NPS lands. CSE's budget provides a maximum cost not-to-exceed limit for this task.

**4.3.4 – Preparation of Cumulative Impacts Report** – The project team will prepare a cumulative impacts assessment for the project using available information regarding all other known projects in Dare County and the northern Outer Banks/Virginia Beach area (ie – primary littoral cell between the Chesapeake Bay and Cape Hatteras). This information and analysis will either be compiled as a separate report or will be incorporated into the EA/EIS—as directed by resource and regulatory agencies. The team anticipates using Buxton (USACE, NPS 2015) and Nags Head (USACE 2000, 2010; CSE 2012, 2017) as the principal projects for assessing impacts and the frequency and scale of projects in the upper Outer Banks.

**4.3.5 – Preparation of Downdrift Impacts Report** – If the County elects to proceed with work involving rehabilitation, replacement, or other alteration of the existing groins, CSE will prepare an analysis of downdrift impacts. The purpose of this report will be to describe the effect of the structures on the National Park Service beach to Cape Point. CSE will apply shoreline evolution models and sediment budgets to project future shorelines under the influence of the repaired groins and planned nourishment. The analysis will also address the longevity of the Buxton

renourishment and evaluate how much sand is likely to bypass the groins each year and modify historical erosion rates.

**Task 4.4 – Preparation of Permit Applications** – The Engineer will prepare and submit permit applications to USACE, NCDCM, and NPS as required for projects of this type. Work under Task 4.4 will include technical criteria, project narratives and design data, drawings, and completed application forms for filing applications to secure the necessary permits from federal and state agencies that have jurisdiction to approve the design of the project. The Engineer will assist the Owner in consultations with appropriate authorities to obtain the required permits and approvals.

Specific work items will include:

- A) Preparation of permit drawings – vicinity map, project plan, borrow area layouts, beach fill sections, and geotechnical data.
- B) Preparation of a project synopsis, computation of anticipated dredge and fill volumes, excavation and reclamation areas, and a description of the construction methodology.
- C) Selection and editing of supporting data and reports (attachments to the permit) covering the topics of engineering, geotechnical surveys, environmental surveys, etc.
- D) Review meeting(s) with the Owner before permit submittal.
- E) Preparation of miscellaneous supporting materials (eg – public advertisements, ownership affidavits, etc) as required.
- F) Such other documents as may be necessary to accomplish all tasks set forth in this proposal.

**Task 4.5 – Permitting Liaison and Public Hearings** – The team of CSE/CZR will provide permitting liaison with state and federal agencies as required to follow up with document requests, responses to comments, and participation in formal public hearings and other regulatory forums (not covered under Task 1.0). Task 4.5 will also provide time to prepare monitoring and maintenance plans for the project if required by regulatory agencies. Normally, the regulatory agencies and NPS provide a set of draft conditions for implementation of the project. The team will review the special conditions and provide recommendations to the Owner regarding acceptance or rejection of the conditions along with the rationale for the recommendation. The Engineer will also provide an informal opinion on the potential cost implications of the agency recommendations.



### **Task 5.0 Project Final Design, Specifications, and Construction Documents**

If the County elects to proceed with Scenario 2 (renourishment combined with groin restoration), two separate sets of final design specifications and construction documents will be prepared. Ocean-certified dredging companies do not necessarily have the capacity to conduct marine structure work, and few marine structures companies have ocean-certified dredges for use in offshore borrow areas. By issuing separate plans, the County can attract more prospective bidders, and therefore, may receive more favorable prices. CSE has successfully applied this approach for projects involving groin construction and nourishment at Hunting Island, SC (2006–2007), Folly Beach County Park (2013), and Edisto Beach (2017).

Each set of plans involves the following sub-tasks and CSE’s budget in Table 2 (page 39) for Tasks 5–8 will have separate line items for Scenario 1 (renourishment only) and Scenario 2 (renourishment combined with groin restoration) to provide the County the engineering cost estimates for these two scenarios.

**Task 5.1** — On the basis of the approved project scope, the authorized project budget and the revised opinion of total project costs, CSE will prepare final drawings and specifications (hereinafter called Drawings and Specifications) to show the general scope, extent, and character of the work to be furnished and performed by the contractor. The drawings will reference a project baseline established by CSE with appropriate reference control points from which project fill sections, before and after dredging surveys, and compliance/payment quantities will be measured by the contractor.

**Task 5.2** — CSE will advise the Owner of any changes in general scope, extent or character or design requirements of the project or construction costs. CSE will furnish to the Owner a revised opinion of total project costs based on the Drawings and Specifications and consultation with prospective contractors.

**Task 5.3** — CSE will prepare for review and approval by the Owner, their legal counsel, and other advisors contract agreement forms, general conditions, supplementary general conditions (all of which shall be consistent with the forms and pertinent guide sheets of the EJCDC–Engineer’s Joint Contract Documents Committee). CSE will assist in the preparation of other related documents as specifically required by the Owner, limited to such Owner-supplied forms for construction projects which may supplement or take the place of standard EJCDC forms.

**Task 5.4** — CSE will furnish the above-referenced documents and the Drawings and Specifications to Dare County and will present and review them in person with the Owner.

Under Task 5, CSE will incorporate into Drawings and Specifications for the project such environmental protection as necessary and required under special conditions or general conditions of state and federal permits for the work (to the extent these are known prior to issuance of Drawings

and Specifications for prospective bidders). It is the intent of this work to require the contractor to comply with all state and federal environmental laws, to provide for safe operations in and around the job site, and to maintain operations within the boundaries established for the offshore borrow area(s) and beach fill area(s). Where mandated by state or federal regulations and permits, the contractor will be required to provide qualified personnel and equipment for endangered species monitoring, public safety, and environmental protection during construction. CSE will require assistance by CZR in this task for purposes of review of the documents for consistency with local regulations and environmental protection requirements under the permits. CZR's review is also necessary to insure that the plan is consistent with town, state, and federal regulations for placement of nourishment sand adjacent to private property.

Project engineer, Dr. HL Kaczowski (NC PE 37281) will be responsible for final design and will seal the construction drawings.

### **Task 6.0 Bidding and Negotiation**

The two sets of construction plans prepared under Task 5 will be bid separately. After written authorization to proceed with the bidding and negotiation:

**Task 6.1** — CSE will assist the Owner in advertising for and obtaining bids for construction, materials, equipment, and services. Where applicable, CSE will maintain a record of prospective bidders to whom Bidding Documents (which incorporate Drawings and Specifications as well as bid forms, contract forms, etc) have been issued, schedule and attend pre-bid conference, and receive and process deposits for Bidding Documents.

**Task 6.2** — CSE will issue Addenda as appropriate to interpret, clarify, or expand the Bidding Documents, including preparation of responses to questions from prospective bidders related to local conditions, staging, and access to the project area. CSE will also provide clarification to prospective bidders regarding environmental protection requirements and restrictions under the permits.

**Task 6.3** — CSE will consult with and advise the Owner as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the Bidding Documents.

**Task 6.4** — CSE will consult with the Owner concerning (and determine) the acceptability of substitute materials and equipment proposed by the contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

**Task 6.5** — CSE will attend the bid opening (which we assume will be closed), prepare bid tabulation sheets, and assist the Owner in assembling and awarding contracts for construction, materials, equipment or services. CSE will prepare contract documents for execution by the Owner and the contractor. CSE assumes the Owner will draft and issue Notice of Award upon review of documents by its legal counsel unless otherwise directed. CSE will issue Notice to Proceed upon direction by the Owner that all documents, performance bonds, funding, and project permits are in place.

## **Task 7.0 Construction Observations and Administration**

CSE will perform daily construction observations and administration during the construction period using a combination of engineering and technical personnel representatives. The responsibilities of CSE and the Owner are as follows for Task 7. For purposes of budgeting, CSE assumes construction, including mobilization and demobilization, will require no more than three calendar months if performed during fair-weather summer conditions.

**Task 7.1** — *General Administration of the Construction Contract.* The Engineer will consult with and advise the Owner and act as their representative as provided in the Standard General Conditions of the Construction Contract. The extent and limitations of the duties of the Engineer as assigned in the Standard General Conditions will not be modified, except as the Engineer may agree to in writing. All of the Owner's instructions to the contractor will be issued through the Engineer who will have the authority to act on behalf of the Owner to the extent provided in the Standard General Conditions except as otherwise provided in writing.

**Task 7.2** — *Visits to the Site and Observation of Construction.* The Engineer, through the on-site technical representative (OTR), will provide continuous daily observations of the work while construction is underway and will make visits to the site at intervals appropriate to the various stages of construction as the Engineer deems necessary to observe as an experienced and qualified design professional the progress and quality of the various aspects of the contractor's work. Based on information obtained during the site visits and on observations by other members of the project team, the Engineer will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Engineer will keep the Owner informed of the progress of the work.

**Task 7.3** — *Defective Work.* During such site visits and on the basis of daily observations of the work by the Engineer's OTR, the Engineer may disapprove of or reject the contractor's work while it is in progress if the Engineer believes the work will not produce a completed project that generally conforms to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents or that it will violate project permit conditions. The Engineer will establish a line of communication for purposes of receiving comments or observations of defects by interested third parties and have in place procedures for reporting and responding to such third-party observations as merited.

**Task 7.4** — *Interpretations and Clarifications.* The Engineer shall recommend to the Owner work-directive changes or change orders as required.

**Task 7.5** — *Shop Drawings.* The Engineer will review and approve (or take action to obtain review and approval by the appropriate member of the project team) Shop Drawings, samples and other data which the contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and

approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction, or to safety precautions and programs incident thereto.

**Task 7.6** — *Substitutes*. The Engineer will evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor.

**Task 7.7** — *Inspections and Tests*. The Engineer will have authority, as representative of the Owner, to require special inspection or testing of the work, and will receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with the Contract Documents).

**Task 7.8** — *Disputes Between Owner and Contractor*. The Engineer will assist the Owner in the initial interpretation of the requirements of the Contract Documents and judgment of the acceptability of the work thereunder and make decisions on all claims of the Owner and the contractor, in full consultation with the Owner, relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The Engineer will not be liable for the results of any such interpretations or decisions rendered in good faith.

**Task 7.9** — *Applications for Payment*. Based on the Engineer's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, the Engineer will determine the amounts owing to the contractor and recommend in writing payments to the contractor. The Engineer will prepare a cash-flow schedule for the Owner based on projections of the Contractor's anticipated draws by month from initial mobilization to final inspection, including provision for retainage by the Owner.

**Task 7.10** — *Inspections*. The Engineer will conduct an inspection of the work to determine if the work is Substantially Complete and a final inspection to determine if the work is acceptable so that a recommendation can be made in writing to the Owner for final payment to the contractor.

**Task 7.11** — *Limitations of Responsibilities*. The Engineer will not be responsible for the acts or omissions of any contractor, or of any subcontractor or supplier, or of any contractor(s) or subcontractor's or supplier's agents or employees or any person (except the Engineer's own employees or agents) at the site or otherwise furnishing or performing any of the contractor(s) work; however, nothing contained in paragraphs 7.1–7.11 (inclusive) will be construed to release the Engineer from liability for failure to properly perform duties and responsibilities assumed by the Engineer in the Contract Documents.

**Special Conditions and Reporting** — An anticipated special condition of the permit will be endangered species monitoring during construction including possible turtle and piping plover surveys along the beach or trawling for turtles ahead of a hopper dredge and relocation of caught

turtles away from the borrow area. The Engineer’s proposed budget for engineering services does **not** provide for this possible project requirement. However, funds to cover some or all of the endangered species monitoring may be applied from the contingency budget herein. CSE arranged for these services at Nags Head (NC) using that project’s contingency budget after the specific scope of monitoring was determined by regulatory and resource agencies.

The total cost to the original 2017–2018 Buxton project for nightly turtle monitoring during construction was (~)\$60,000. The cost of endangered species observers on the dredge and trawling ahead of the dredge was incorporated into the bids for construction and was paid for directly by the dredging contract (standard practice). This expense to the Contractor will be assumed in the Engineer’s opinion of probable construction costs.

CSE’s work under Task 7 involves extensive daily and weekly reporting and maintenance of project records. In addition to daily visits to the work site, CSE personnel will perform sampling and geotechnical analysis to check sediment quality and obtain spot profiles to verify slopes and grades of finished sections. The Engineer will evaluate the as-built sections for unit fill quantities and slopes to verify that the contractor is not under-filling or over-filling beyond prescribed tolerances. The Engineer will make adjustments to the sections as necessary to allow for variations in underwater slopes (from design), altered site conditions, or other factors so as to insure that all reaches of the project obtain the design volumes given in the contract documents. Such adjustments are standard practice for projects of this type because underwater slopes cannot be controlled during placement. The Engineer will also obtain synoptic measurements of turbidity, bathymetric cross-sections in the borrow area and wave data during construction as a check on the contractor’s work.

### **Groin Construction Observations**

The present proposal provides a line item for professional time and expenses for construction observations for groin repairs or improvements. If the County elects to proceed with groin repairs and receives permits, CSE will conduct this portion of services following a similar procedure to the one listed under Tasks 7.1 to 7.11.

### **Task 8.0 Final Report and Recommendation for Acceptance**

CSE will coordinate project completion and final surveys for pay requests with the contractor and the Owner. CSE will observe the final grading and beach shaping and will note any discrepancies with respect to slopes and grades. CSE will coordinate equipment removal and cleanup with the contractor and participate with the Owner in reviewing the final completion list. Task 8 will include time to verify final pay volumes and requests for payment. Upon review and verification of these items, the Engineer will recommend acceptance of the project and final payment. CSE will compile environmental compliance reports and coordinate project completion documents with regulatory

and resource agencies as required under the terms and conditions of the permits. CSE will incorporate relevant environmental documents into the final report for the project (Task 8.2).

**Task 8.1** — CSE will mobilize personnel to the site within approximately one month of project completion and perform a comprehensive as-built condition survey within and immediately adjacent to the project area(s) using the established transects from Task 2.2. Beach surveys will encompass the foredune, dry beach, intertidal zone, and inshore zone to a minimum of 40-ft depths offshore. In addition, the post-construction survey will encompass the offshore borrow area. As-built sediment samples will be collected at ~2,000-ft spacing (stations) at the 13 cross-shore positions prescribed by NCDEQ sediment criteria rules (same stations and depth contours as pre-project sampling). Samples will be tested in the lab and the results compared with pre-project samples.

Results will be incorporated in the final report. These data will be combined with the historical profile and sediment data and will be used to evaluate profile changes and as-built conditions. Profiles and volume change calculations will be submitted to the Owner as part of the project records. The post-project survey will identify specific boundaries recommended for sand fencing and dune stabilization after nourishment (sand fencing plan) in close coordination with the Owner.

**Task 8.2** — CSE will prepare a final report for the Owner, documenting the results of the project and offering general recommendations for maintenance. CSE senior professionals will meet with the Owner upon completion of the final report and present a summary of findings to the Owner and interested parties. The final report will include (as applicable):

- General project description.
- Contractor information.
- Contract milestones.
- Weekly production records.
- Final pay volume.
- Survey volumes (pre-nourishment and post-nourishment).
- Representative photos.
- Sand fencing plan (in coordination with the Owner).
- Post-project monitoring requirements (as specified in permits).
- Environmental monitoring and compliance documents (c/o CZR).
- Recommendations for maintenance.
- Requirements for post-project environmental monitoring (c/o CZR).

## **CONTINGENCY**

The present proposal provides a labor and expense contingency as itemized in the budget, which will only be applied upon approval of the Owner for specific extra services (eg – a post-storm beach condition survey, analyses as requested by NPS, endangered species monitoring during construction, additional construction administration associated with construction delays, etc) necessary to execute the project under the terms and conditions of the permit.

## **ADDITIONAL SERVICES**

The work described in the scope of services (Tasks 1 through 8) does not include work in the following categories. Work in these categories or other services requested by the Owner will be considered Additional Services.

If the Owner wishes the Engineer to perform any of the following Additional Services, the Owner shall so instruct the Engineer in writing and Engineer will perform or obtain from others such services and will be paid for these services using the normal hourly rates given herein and as provided in the Agreement for Services between Owner and Engineer for Professional Services.

- Services resulting from significant changes in the general scope, extent, or character of the project, or major changes in the documentation previously accepted by the Owner where changes are due to causes beyond the Engineer's control.
- Providing renderings or physical models.
- Preparing documents for alternate bids requested by the Owner for work which is not executed or for out of sequence work.
- Detailed consideration of operations, maintenance and overhead expenses; value engineering; and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals, and valuations.
- Furnishing the services of environmental scientists, biologists, fisheries scientists, chemical analysis laboratories or other specialized scientific testing, evaluations or services not specifically included in the scope of services.
- Preparation of operations and maintenance manuals not specifically included in the scope of services.
- Geotechnical engineering studies including borings and reports, except for borrow area confirmation studies (additional coring and geophysical data collection) described herein.

- Surveys for the purpose of staking out work of contractor(s).
- Preparing to serve or serving as a consultant or witness in any litigation, arbitration, or other legal or administrative proceeding except where required by the scope of services.
- Services of an independent cost estimator shall be Additional Services.
- Services of an environmental sub-consultant for endangered species monitoring before, during, or after construction. For the 2017–2018 Buxton project, NPS biologists provided piping plover monitoring and turtle monitoring during construction as required under federal and state permits. Certain endangered species monitoring (eg – marine mammals) onboard dredges is generally incorporated into the bid for construction. CSE assumes that CZR will be responsible for the implementation of environmental monitoring (eg – biological sampling and analysis) before, during, and after construction, and will perform these services, if requested, under a separate agreement between the Owner and CZR. Endangered species monitoring onboard dredges, or related trawling activities in advance of hopper dredges, if prescribed by permits, will be incorporated into the contract documents and will be the responsibility of the dredging contractor.
- Services associated with acquiring individual easements for construction additional to routine assistance in preparing a recommended temporary construction easement agreement for the Owner to use.



#### 4. Estimated Project Timeline

The project schedule outlined herein is based on the latest construction date of summer 2022. The schedule of services herein will be periodically modified based on the progress of the permit reviews and approvals.

The target work period for the services proposed herein is 1 June 2019 to December 2022 with a contingency period through June 2023. This schedule provides time for extended NPS coordination, other permitting delays, and lead time for competitive bids. The team will use the Buxton 2015–2018 experience to seek ways to accelerate the review process and construction.

Because permitting issues may arise that will adversely impact the schedule, the Engineer cannot guarantee that the full scope of work, construction, and final report can be completed by December 2022. The preliminary schedule is based on CSE’s understanding of the goals and objectives of the Owner and likely issues to be raised by NPS, resource, and regulatory agencies. CSE will make all reasonable attempts to accomplish the May 2022 start date scheduled for construction in accordance with recent discussions with FEMA and County officials.

**The CSE team understands that the project will require approvals by NPS prior to execution. If the Owner determines that NPS approval will not be granted at any time during the course of the team’s work, the Owner at his discretion may order a suspension of further work under this proposal.**

**Schedule.** The following schedule assumes permits can be obtained in time for start of construction no later than March 2021. It also assumes construction must occur during fair-weather months (ie – May through August).

<u>Date</u>	<u>Task #</u>	<u>Description</u>
Jun 2019	1.0	Initiate Maintenance Project work under present proposal   discuss goals and objectives with Dare County officials
	2.0	Prepare schedule for field data collection (first condition survey)   initial borings in sand search area
	4.0	Initiate pre-application meetings with resource and regulatory agencies   submit Special Use Permit application to NPS
Jul–Aug 2019	1.0	Project planning, liaison with Owner
	2.0	First condition survey   offshore bathymetry and borings   groin inspection
	3.0	Initiate coastal engineering design analyses
	4.0	Permit planning and coordination   initiate research for relevant environmental documents
Sep 2019	1.0	Liaison and meetings with Owner and NPS officials
	2.0	Continue field data reduction, core logging   additional borings in borrow area
	3.0	Coastal engineering analyses and initiate erosion and downdrift impact modeling
	4.0	Finalize permitting requirements, including outlines for supporting environmental reports
Oct 2019	1.0	Periodic progress report to Owner
	2.0	Data reduction, laboratory analysis
	3.0	Coastal engineering analyses and modeling of alternate nourishment rates and downdrift impact
	4.0	Prepare environmental documents (EFH, BA, EIS)
Nov–Dec 2019	1.0	Liaison with County officials (ongoing)
	3.0	(continued) Coastal engineering analyses (ongoing)
	4.0	(continued) Prepare environmental documents (EFH, BA, EA/EIS)
	4.0	Meetings with NPS and resource/regulatory agencies

<b>Date</b>	<b>Task #</b>	<b>Description</b>
Jan 2020	1.0	Period progress report to Owner
	3.0	Coastal engineering analyses (ongoing)
	4.0	Complete EFH and BA reports
	4.0	Draft EA/EIS for review by Owner
	4.0	Pre-application meeting(s) with regulatory agencies
Feb 2020	3.0	Prepare revised design
	4.0	Prepare permit application documents and drawings
	4.0	Review permit application with Dare County
Mar 2020	4.0	Submit permit application to USACE and NC Clearinghouse (pre-application) with supporting documents (EFH/BA)   request Section 7 consultation
	4.0	Revise first draft EA/EIS and submit to Clearinghouse and USACE
Apr 2020	1.0	Periodic progress report to Owner
	4.0	Permitting liaison
	4.0	Project public notice—begin comment period
May–Jun 2020	2.0	Wave measurements in borrow area
	3.0	(continued) Engineering analyses and modeling
	4.0	Receive comments   prepare responses to permit application
	4.0	Revise EFH/BA/DEA/DEIS as necessary
Jul–Dec 2020	1.0	Liaison with Dare County   community forum   period progress report to Owner
	2.0	Second condition survey (same season as the first survey)
	2.0	Wave measurements in borrow area and data analysis
	3.0	(continued) Engineering analyses and modeling
	4.0	Agency review   liaison   Finalize EA/EIS
	4.0	Submit CAMA permit application after receipt of concurrence from Clearinghouse
	4.0	Permit liaison
Jan–Mar 2021	2.0	Pre-project condition survey to facilitate final design for construction   Aerial mapping
	3.0	Finalize design
	4.0	Receive CAMA permit   NPS permit   USACE permit
	5.0	Preparation of plans and construction documents
	6.0	Bids issued for summer 2021 or summer 2022 construction
	6.0	Liaison with contractors   select contractors

<b><u>Date</u></b>	<b><u>Task #</u></b>	<b><u>Description</u></b>
Apr 2021	1.0	Periodic progress report to Owner
	6.0	Contractor liaison   County issues Notice to Award & Notice to Proceed
May–Aug 2021	7.0	Pre-construction meetings (engineering and environmental)
	7.0	Construction and construction administration (assume a maximum of 90 days)
Aug 2021	8.0	Final survey
Sep–Nov 2021	8.0	Analysis and final report preparation
	8.0	Submit final report
Dec 2021	8.0	Project review and close-out

If bids for summer 2022 construction appear to prove significant cost savings, at the County's discretion, construction will commence in summer 2022.

<b><u>Date</u></b>	<b><u>Task #</u></b>	<b><u>Description</u></b>
May–Aug 2022	7.0	Pre-construction meetings (engineering and environmental)
	7.0	Construction and construction administration (assume a maximum of 90 days)
Aug 2022	8.0	Final survey
Sep–Nov 2022	8.0	Analysis and final report preparation
	8.0	Submit final report
Dec 2022	8.0	Project review and close-out

## 5. 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 25 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 Buxton area 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 Carrie Marks (report production) — all of whom have served in key roles during the Buxton beach restoration project and post-project monitoring tasks.

### **Patrick Barrineau**

Dr. Barrineau serves as a coastal scientist and project manager for CSE, performing work in the field, laboratory, and office. He served as project manager for the Arcadian Shores (SC) Beach Renourishment and Singleton Swash Realignment Project (2018), developed a post-storm dune recovery plan for the City of Myrtle Beach following Hurricane Matthew (2017), and regularly curates coastal data from collection to publication in concert with CSE staff. At CSE, Dr. Barrineau has prepared reports and/or permit documents for projects at Nags Head (NC), Buxton (NC), Myrtle Beach (SC), Pawleys Island (SC), Debidue Island (SC), Edisto Beach (SC), and Sea Island (GA). He holds a BA from Auburn University, an MS from the University of South Carolina, and a PhD from Texas A&M University. Prior to joining CSE, Dr. Barrineau studied coastal processes and landforms through field-based research on sediment transport and barrier-lagoon evolution. He has organized and led field studies in South Carolina, Texas, New Mexico, California, Brazil, and Israel. In addition to his work at CSE, Dr. Barrineau teaches a graduate-level course in Coastal Zone Management at the University of South Carolina.

### **Luke Fleniken**

Luke Fleniken is a technical associate specializing in bathymetric and topographic field data collection and resource management for CSE (2013-present). Mr. Fleniken holds a BS from the University of Alabama and an AS from Wallace Junior College. His field data collection experience includes topographic and bathymetric surveys using the newest methods of Real-Time-Kinematics positioning (RTK-GNSS) utilizing Virtual Reference Station (VRS) and Real Time Networks (RTN) for achieving centimeter-level accuracy.

**SCDHEC-OCRM** – Technical Associate (data collection), for Collection of Statewide Beach Erosion Monitoring Data at ~400 profiles (~3,500 ft long) during all deployments (2013 to present).

**Nags Head, NC** – Technical Associate (data collection). Collected data along ~100 profiles (~2,000 ft long) during multiple deployments, including post-storm surveys.

**Buxton, NC** – Technical Associate (data collection). Collected data along ~65 profiles (~3,000 ft long) during multiple deployments, including post-storm profiles.

**Pine Island, NC** – Technical Associate (data collection). Collected dune, beach, and in-shore profiles along ~50 stations in 2015 and 2017.

### **Andrew Giles – Master (Licensed USCG)**

Captain Andrew Giles is the senior technical associate overseeing field operations and specializing in bathymetric and topographic field data collection and data management for CSE (2006-present). Mr. Giles holds a BS from the University of South Carolina. He is a Coast Guard-licensed Master of 50 GT Near Coastal, FAA licensed UAS pilot, and has Hypack® Certification (2017). His field data collection experience includes topographic and bathymetric surveys using the newest methods of Real-Time-Kinematics positioning (RTK-GNSS) utilizing Virtual Reference Station (VRS) and Real Time Networks (RTN) for achieving centimeter-level accuracy. Captain Giles has conducted these surveys in a wide range of tidal and wave energy conditions and has field experience at almost every beach and inlet in South Carolina, approximately 25% of the North Carolina Coast, and numerous other sites.

**SCDHEC-OCRM** – Field Party Leader (data collection), for Collection of State of South Carolina Beach Erosion Monitoring Data at ~400 profiles (each ~3,500 ft long) during all deployments (2013 to present).

**Nags Head, NC** – Field Party Leader (data collection). Collected ~100 profiles (each ~72,000 ft long) and detailed bathymetry over borrow sites during multiple deployments, including post-storm surveys (2009 to present).

**Pine Island, NC** – Field Party Leader (data collection). Set up baseline and control using RTK virtual monuments and conducted comprehensive surveys in 2015 and 2017 between oceanfront buildings and depth of ~35 ft offshore. Closely spaced profiles were used to track rhythmic variations in berm widths and breaks in the outer bar. Net southerly transport was confirmed via sequential profile sets.

**Isle of Palms, SC** – Field Party Leader (data collection). Collected data along ~130 beach and inshore profiles located along the Isle of Palms beach. The scope of services included a bathymetric survey of Dewees Inlet and Breach Inlet (lines spaced between 200 and 800 ft over ~8 sq miles) and the development of a three-dimensional digital terrain model.

**Trey Hair – Senior CADD/Engineering Technician**

Mr. Hair is an engineering technician with 20 years of experience who supports CSE’s professional engineers and geologists in projects pertaining to beach monitoring, nourishment design, dredging and shoaling studies, and inlet relocations. He performs profile analysis from collected and/or existing data, historical shoreline assessments, topographic and bathymetric data compilation, volume calculations, erosion assessments, and sediment transport studies. Mr. Hair maintains CSE’s database of annual monitoring projects, which includes data from locations in South Carolina, North Carolina, and other East Coast beaches. He has extensive data collection experience, including field investigations of project sites, installation of coastal engineering instrumentation, and sediment sample collection. Mr. Hair is proficient in survey processes from the initial setup of projects to data reduction and map production utilizing the latest technology and software available. Relevant project experience includes:

**Bogue Banks (NC) Beach Restoration Project** – Engineering Technician. Collection and analysis of beach profiles from ~160 stations along ~25 miles of shoreline. Produced construction plans which included profile data and nourishment fill quantities and numerous shoreline mapping studies.

**Nags Head (NC) Beach Nourishment Project** – Engineering Designer. Highly involved in data collection for use in obtaining necessary permits. Analysis of data over multi-year monitoring for use in the final design. Designed beach nourishment in 3D modeling software and developed construction documents and performed construction observations.

**Pine Island (NC) Beach Monitoring Program** – Engineering Technician. Assembled historical shoreline data from numerous sources, developed GIS and orthophotographic database for merging with shape files. Developed 3D models of beach and inshore topography and dune condition to aid in tracking rhythmic beach topography over time.

**Isle of Palms (SC) Beach Restoration Project** – Engineering Designer. 3D modeling of the beach and offshore zone, including inlet shoals. Assisted in development of monitoring baselines as well as collection and analysis of beach profile data and provided onsite construction management.

**Haiqing L Kaczkowski, PE, Registered Coastal Engineer**

Dr. Haiqing Kaczkowski (NC PE #37281) is CSE’s principal engineer registered in Georgia, South Carolina, North Carolina, and New York. She has over 20 years of experience in coastal processes, beach erosion studies, numerical modeling, and beach nourishment design. Dr. Kaczkowski served as the project engineer for the Nags Head beach nourishment project (2011), the largest locally funded nourishment to date in the U.S. She has used state-of-the-art numerical modeling tools in conjunction with engineering experience to design the nourishment and renourishment projects. Dr. Kaczkowski is also project manager for CSE’s annual surveys of Myrtle Beach and Bridgehampton–Sagaponack, New York. She participates in field data collection, performs QA/QC on the data, and prepares the annual report submitted to the clients. Dr. Kaczkowski has been a project engineer for the Pine Island, NC beach erosion monitoring project (CSE 2015; 2017) providing close liaison with community officials. Ongoing work in the Outer Banks includes the pending management of \$37 million Nags Head renourishment project and post-project monitoring of the Buxton, NC project for Dare County.

**Timothy W Kana, PhD, Project Director**

Dr. Kana (NC PG #1752) is president of CSE and senior coastal scientist with 30 years of experience in coastal erosion studies, beach nourishment design, preparation of sediment budgets, and studies of sea level rise impacts. Kana has prepared initial shoreline assessments and erosion analysis for over 100 sites including the Carteret County project (CSE 1999), Nags Head (2005), Buxton (2015), and Pine Island (2015), and Buxton EA (USACE NPS 2015). Dr. Kana supervised eight years of beach monitoring and sediment quality studies along Bogue Banks for the Carteret County Shore Protection Office and is the author of numerous publications regarding planning and performance of North Carolina beach nourishment projects. He was project director and principal liaison for the 4.6 million cubic yard Nags Head beach nourishment project, which was completed on time and under budget between May and October 2011. Dr. Kana will serve as principal in charge of CSE's work and overall project director for the project team, participating in key meetings with the County.

**Steven Traynum MS – Coastal Physical Scientist**

Mr. Traynum specializes in coastal hydrodynamics and estuarine processes. He also serves as project manager for several major beach monitoring programs and beach nourishment projects for CSE (ie – Kiawah, Seabrook, Edisto, Hunting Island, Isle of Palms). His coastal engineering project experience includes monitoring and analysis of erosion and morphological changes of natural and nourished beaches and coastal inlets; measurement and analysis of tidal inlet currents, and land and hydrographic surveys, including sediment collection on-land and in deep water. Mr. Traynum has collected thousands of beach profiles using the latest surveying techniques (RTK-GPS). He serves as project manager for beach monitoring programs involving collection and analysis of land-based and hydrographic profile data and bathymetric surveys to determine short and long-term erosion rates, borrow area infilling rates, as well as underlying causes of erosion. Relevant work experience includes:

**SCDHEC-OCRM** – Project Manager. Collection of Beach Erosion Monitoring Data along the entire South Carolina coast (~400 profiles). Conducted in-office Quality Assurance/Quality Control (QA/QC), generated direct deliverables for SCDHEC-OCRM staff and management.

**Edisto Beach, SC** – Project Manager. Design, permitting, and administration of a \$19 million beach restoration and groin construction project. Post-project monitoring encompassing ~90 survey stations, including three stations per groin cell. Participated in field data collection and analysis. Generated monitoring reports showing comparative conditions of the beach.

**Nags Head, NC** – Asst Project Manager. Wrote MATLAB™ software for efficient processing of large beach survey databases and analyzed historical data (volumetric changes and depth of closure analysis) for the period of 1994 to present.

**Isle of Palms, SC** – Project Manager. Design, permitting, and construction of a 1.7 million cy beach restoration project. Post-project beach monitoring encompassing over 120 survey stations and 220 miles of survey lines over ~7 miles of beach. Produced monitoring reports detailing volume changes inside and outside of the 2008 project area as well as produced digital models of the ebb tidal deltas of Dewees Inlet and Breach Inlet showing changes in shoal positions. Participated in field data collection and analysis.



CSE maintains **in-house** capabilities for the following:

- Baseline control, beach and inshore surveys via state-of-the-art Trimble® R10 GNSS RTK-GPS.
- Fully outfitted, 24-foot shallow draft, survey vessel for controlled bathymetric surveys in the ocean and surf zone using an Applanix™ POS MV SurfMaster inertial motion and positioning unit linked to an Odom EcoTrac CV100 survey depth sounder.
- Proprietary coring system for borrow area investigations. CSE’s system has been used to collect hundreds of cores up to 15 ft long in water depths up to 70 ft.
- Sediment testing laboratory for sand compatibility studies. Samples are processed at 0.25 phi intervals for better precision (versus 0.5 phi typical for most labs).
- Full complement of tide, current, wave, and turbidity measurement systems for in-situ time-series recording or ship-borne synoptic measurements.
- Certified scuba-diving services for bottom surveys and equipment deployment including diver-to-diver-to-surface communication.
- CADD services using AutoCAD® Civil 3-D which facilitates the integration of digital and aerial orthophotos, LIDAR imaging and ground truth, and survey data.
- ARC-GIS and Global Mapper services for developing maps of spatial data.
- Custom software for coastal engineering applications including CSE’s Beach Profile Analysis System (BPAS) for data reduction, QA/QC, graphic plotting, volumetric change analyses, preparation of beach fill templates, and data archiving.
- In-house computer programming capabilities using MATLAB®, Java™, and Visual Basic for developing specialized software such as CSE’s core-logging program.
- Numerical modeling capabilities and demonstrated experience using USACE-approved models including ADCIRC, STWAVE, GENESIS, GenCade, SBEACH, and Delft3D.
- Limited environmental sampling and analysis capabilities.

For the present project, CSE anticipates subcontracting with Tidewater Atlantic Marine Inc (TAR, Washington NC) for magnetometer and shallow seismic profiling in the borrow area(s). These data will be used in the final design to facilitate the delineation and optimization of the offshore borrow area(s). An allowance for services by TAR is given as a line item in the budget on page 39 (ie – Table 2).



**7. Engineering Cost Estimates for Each Project Scenario** [Effective through 31 December 2022]

The fee for our services is based on estimates of personnel time (Table 2) required to perform the indicated scope of services as given under each task according to the following fee schedule. All rates are listed in U.S. dollars.

<b>Personnel</b>	<b>Title</b>	<b>Category Rate</b>
<b>CSE</b>	Senior Principal	165.00
	Project Engineer (Sr Coastal Engineer)	140.00
	Coastal Engineer/Scientist II	110.00
	Engineer / Scientist I	100.00
	Senior Technical Associate	90.00
	Technical Staff (CAD)	85.00
	Support Staff (Editorial/Admin)	75.00
	Field/Technical Assistants	70.00
<b>CZR</b>	Principal	275.00
	Technical Director II	189.00
	Technical Director I	185.00
	Senior Environmental Scientist II	103.00
	Biologist I	68.00
	Secretarial	58.00
	Graphics	58.00

Expert witness services are available at 1.5 times the base billing rates. Such services include trial preparation, depositions, and court appearances (travel excluded). Sub-consultant items and direct expenses will be billed at cost.

CSE charges a flat rate of 5 percent of fees for each project to cover in-house expenses (eg – communications, IT services, mailing, copying, project E&O insurance, etc) in lieu of separate itemization of these items.

**Billing Schedule**

Progress invoices shall be issued monthly and shall be paid within 30 days of the date of invoice. Balances remaining unpaid at due date are subject to a monthly finance charge of 0.5 percent (annual rate of 6 percent per year) until paid. CSE reserves the right to cease work on any project that has past-due invoices until all outstanding balances are paid.

An estimate of fees and reimbursables (not-to-exceed) for the various tasks is provided in Table 2. Services and fees that are in addition to the scope of services described herein shall require the written authorization of the Owner and shall be provided as Additional Services in accordance with the Fee Schedule included herein. CSE recommends that the Owner set aside a contingency budget of ~15 percent of the project budget to cover variations in construction costs and extra costs associated with County project management, environmental monitoring surveys, post-storm surveys, construction delays, legal, and easement acquisition.

**TABLE 2.** An estimate of fees, direct expenses, and sub-consultant services for the Buxton beach Maintenance Project. The indicated amounts are the maximum not-to-exceed totals. Reimbursables include 5 percent of fees by task to cover in-house expenses (communication, IT services, copying, printing, mailing, project insurance, etc) in lieu of itemization of these costs per the standard fee schedule. To assist the County with decisions on possible groin restoration, fees are provided for two scenarios (ie – Scenario 1 – Renourishment only, Scenario 2 – Renourishment combined with groin restoration) under Tasks 5–9.

TASK	TASK DESCRIPTION	ESTIMATED PROFESSIONAL FEES		ESTIMATED REIMBURSABLES	
		Scenario 1 Renourishment Only	Scenario 2 Renourishment Combined with Groin Restoration	Scenario 1 Renourishment Only	Scenario 2 Renourishment Combined with Groin Restoration
1	Project Planning, Communication, Liaison	75,440		13,772	
2	Beach & Borrow Area Condition Surveys and Groin Inspection	149,800		55,665	
3	Coastal Engineering and Plan Development	168,520		10,506	
4	Permitting and Environmental Studies	230,600		31,530	
5	Final Design, Specifications, Construction Documents	58,360	106,080	5,768	11,004
6	Bidding and Negotiation	30,240	53,840	6,312	11,432
7	Construction Observations & Administration	176,240	273,600	82,680	142,730
8	Final Report, Condition Survey, Recommendation for Acceptance	69,200	124,560	22,486	40,588
9	Contingency	143,760	177,366	34,308	47,584
	<b>Subtotal</b>	<b>1,102,160</b>	<b>1,359,806</b>	<b>263,026</b>	<b>364,811</b>
<b>SCENARIO 1 - SUBTOTAL PROFESSIONAL FEES AND REIMBURSABLES</b>					<b>1,365,186</b>
<b>SCENARIO 2 - SUBTOTAL PROFESSIONAL FEES AND REIMBURSABLES</b>					<b>1,724,617</b>
Allowance for CZR Incorporated (see Task 4)					145,000
Allowance for Professional Marine Structure Inspector (see Task 2.3)					60,000
Allowance for Geophysical Data Collection (see Task 2.4)					45,000
Allowance for Aerial Orthophotography (see Task 2.7)					15,000
<b>SCENARIO 1 - TOTAL PROFESSIONAL FEES, REIMBURSABLES &amp; ALLOWANCES</b>					<b>1,570,186</b>
<b>SCENARIO 2 - TOTAL PROFESSIONAL FEES, REIMBURSABLES &amp; ALLOWANCES</b>					<b>1,989,617</b>

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February 28, 2019

Mr. Robert Glassen  
Beach Specialist  
FEMA-4393-DR-NC  
406-465-5704

RE: Buxton (Dare County) Category G Restoration Project  
Disaster 4393 Hurricane *Florence* FEMA Documentation

Dear Mr Glassen,

Per your request and guidance at the meeting on 24 January, 2019, on behalf of Dare County (North Carolina) we are providing the following information to support the request for post-storm beach restoration funds resulting from damage sustained to the Buxton engineered beach from Hurricane *Florence*. Some background information is included herein to summarize the documentation previously submitted to FEMA for this request. The outline of this report includes:

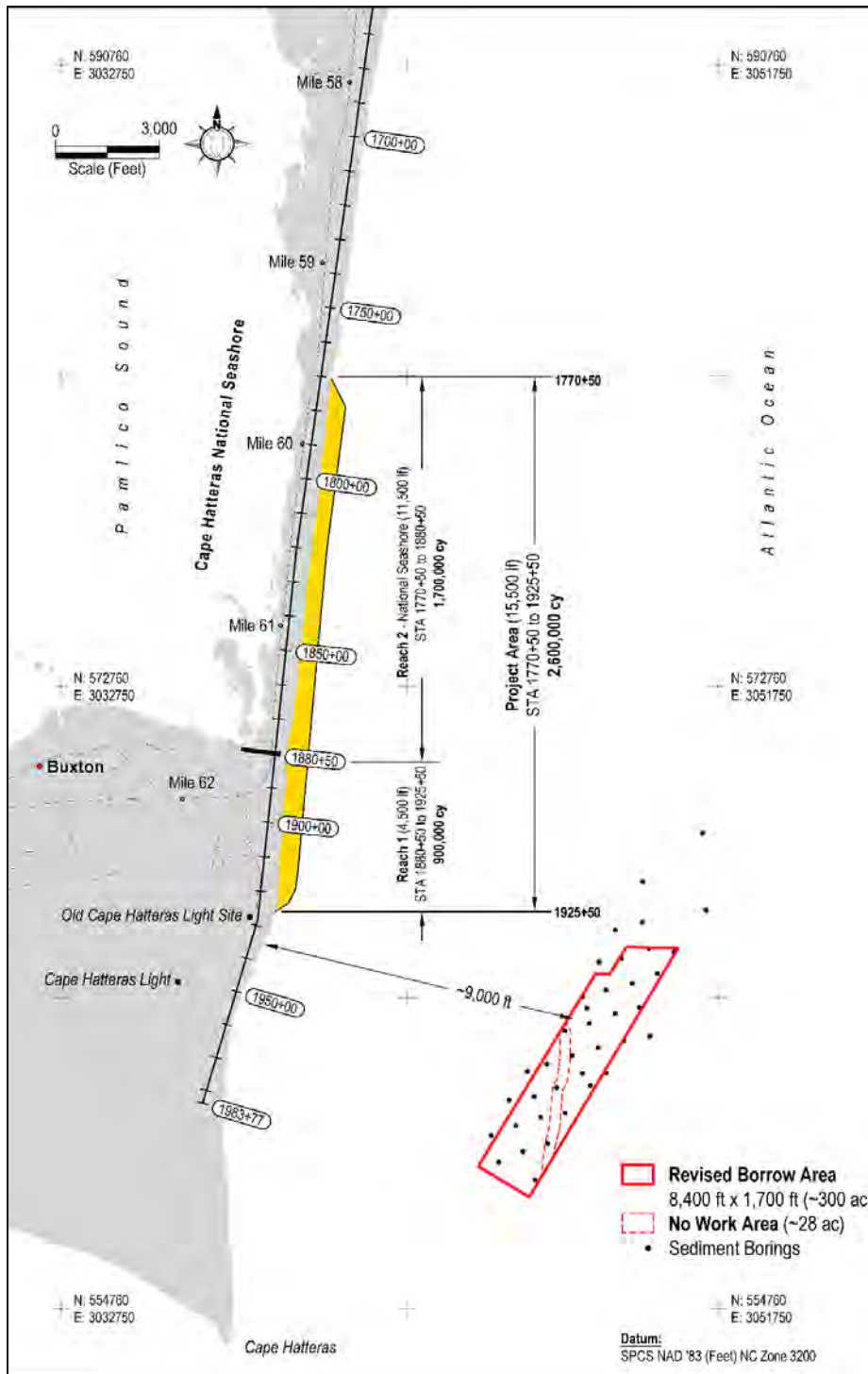
1. Engineered beach design and construction
2. Maintenance and monitoring program
3. Pre- and post-*Florence* survey methodology and results
4. Relationship to Dare County's maintenance plan
5. Possible construction methods and potential sand sources
6. Cost estimate of restoring the sand loss
7. Anticipated project schedule

## **1. Engineered Beach: 2017-2018 Beach Restoration Project to Protect NC Highway 12 at Buxton, Dare County**

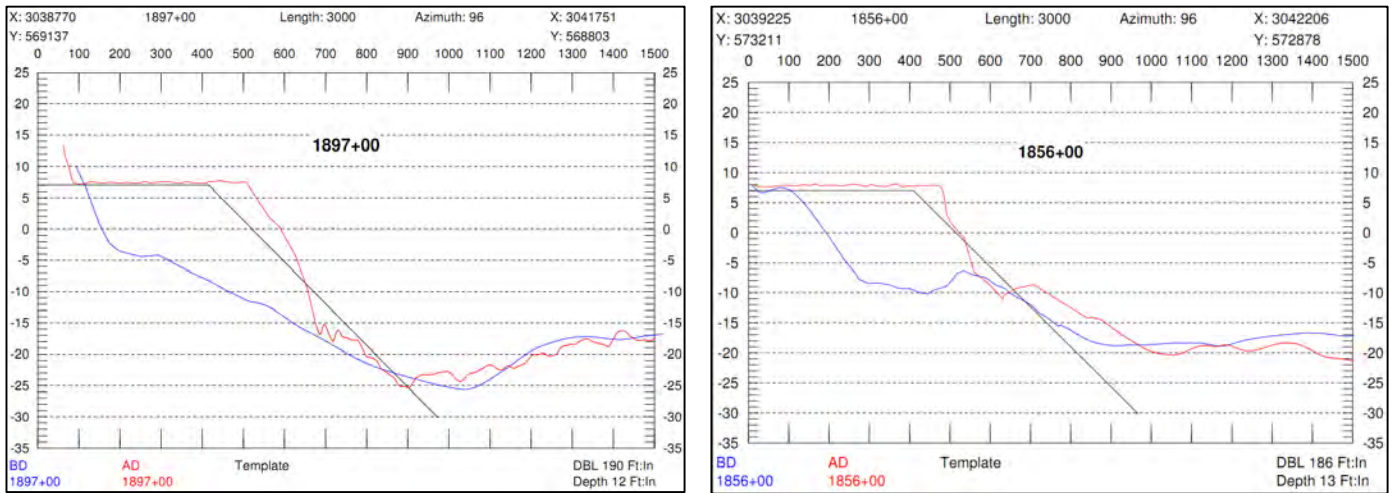
### **Project Scope and Implementation**

The project area encompasses the ~0.8-mile oceanfront of Buxton (Reach 1) and ~2.2 miles of oceanfront of the Cape Hatteras National Seashore (Reach 2) as shown in Figure 1. The northern project boundary is located at 35°17'53" N 75°30'45" W (35.2980 N 75.5125 W), and the southern boundary at 35°15'21.5" N 75°31'13.4" W (35.2560 N 75.5204 W).

Construction was completed between 21 June 2017 and 27 February 2018, and ~2,600,000 cubic yards (cy) of beach quality sand was placed along the project area. Figure 2 shows the representative profiles of the two reaches including the before-dredging (blue line), engineering design template (black line), and post-dredging as-built profiles (red line).



**FIGURE 1.** Project map showing the nourishment volume along the oceanfront in the vicinity of Buxton, NC. The sand source was an offshore borrow area situated at 9,000 feet from the former site of the Cape Hatteras Lighthouse.



**FIGURE 2.** Representative profiles including before-dredging (blue line), engineering design template (black line), and post-dredging as-built conditions (red line). Construction record submitted by the Contractor, Weeks Marine, Inc. **[LEFT]** Station 1897+00 (Reach 1 - Buxton) **[RIGHT]** Station 1856+00 (Reach 2 - Cape Hatteras National Seashore)

This beach restoration project was sponsored by Dare County, North Carolina, and Dare County served as the sole project Owner and administrator with Coastal Science & Engineering (CSE, Columbia, South Carolina) employed as the consulting project engineer. The Contractor was Weeks Marine, Inc (Covington, Louisiana). The nourishment project was completed in one phase under a single contract between Weeks Marine and Dare County.

### Project Background

The location of the project area is on Hatteras Island in the Village of Buxton in the Outer Banks of North Carolina. North Carolina Highway 12 (NC 12) is the only highway linking all the Seashore islands and villages along the ocean. Before NC 12 was built, islanders drove on the beach to access homes and businesses. Seven villages—Hatteras, Frisco, Buxton, Avon, Salvo, Waves, and Rodanthe (from south to north)—occupy Hatteras Island, which includes a year-round population of ~ 4,300 people (2010 Census). Buxton is the largest of the villages, known for world-class surf fishing and the Cape Hatteras Lighthouse. The Hatteras Lighthouse is a registered National Historic Landmark and a National Historic Civil Engineering Landmark, since its relocation inland in 1999 (Booher & Ezell 2001).

Shoreline change rates along the Outer Banks oceanfront are varyingly reported to average 2.6 feet (ft) per year (Everts et al. 1983) to 4.5 ft per year (NCDENR 2012). At several localities, including south Nags Head, Pea Island, Mirlo Beach, and the Buxton Canadian Hole just north of the village, erosion rates have exceeded 10 ft per year over the past 50 years (NCDENR 2012). Coincidentally, these sites have experienced chronic dune breaching, over wash onto NC 12, and the formation of temporary breach inlets.

In response to erosion, NC 12 has been realigned at some localities, including the project area north of Buxton Village. The highway was washed out by a breach inlet in 1962 and was severely





overwashed during other storms between 1962 and 1973 (Fisher 1967, Everts et al. 1983). After the 1960s storms, a realignment of NC 12 shifted the road as close as feasible to Pamlico Sound (NPS 1980). Beach nourishment between 1966 and 1973 reportedly helped mitigate breach events for over 20 years. Three groins were constructed in 1969 (Machemehl 1979) and have produced a salient (bulge) in the shoreline along Buxton Village. The salient results from the groins holding a segment of beach in place while the beaches north and south of the groins continue to erode.

Continued loss of sand along the Buxton Canadian Hole has resulted foredune breaches and more frequent road repairs by the North Carolina Department of Transportation (NCDOT). The most recent repairs were in response to Hurricane *Irene* (August 2011) and Hurricane *Sandy* (October 2012).

Maintenance of NC 12 has been an issue for decades and remains the subject of intensive study by NCDOT. Dare County reviewed the options for protection of NC 12, infrastructure, and maintenance of the beach under present coastal zone management (CZM) rules and regulations. Dare County determined that a wider beach was needed in the Buxton area to restore the sand deficit, protect the foredune and infrastructure, and maintain access via NC 12 in the project area with minimum disruption to the economy and the environment.

According to the County, the project would serve the following purposes:

1. Provide a wider beach and buffer storm waves along a critically eroding section of Hatteras Island.
2. Reduce the frequency of storm damages to NC 12 and existing community infrastructure.

The project formulation was based on a replacement volume and profile needed for storm protection at a defined storm-return period.

### **Permits and Certification**

Dare County, serving as the Owner of the project, procured the following state and federal permits and certification for the 2017–2018 beach restoration project at Buxton:

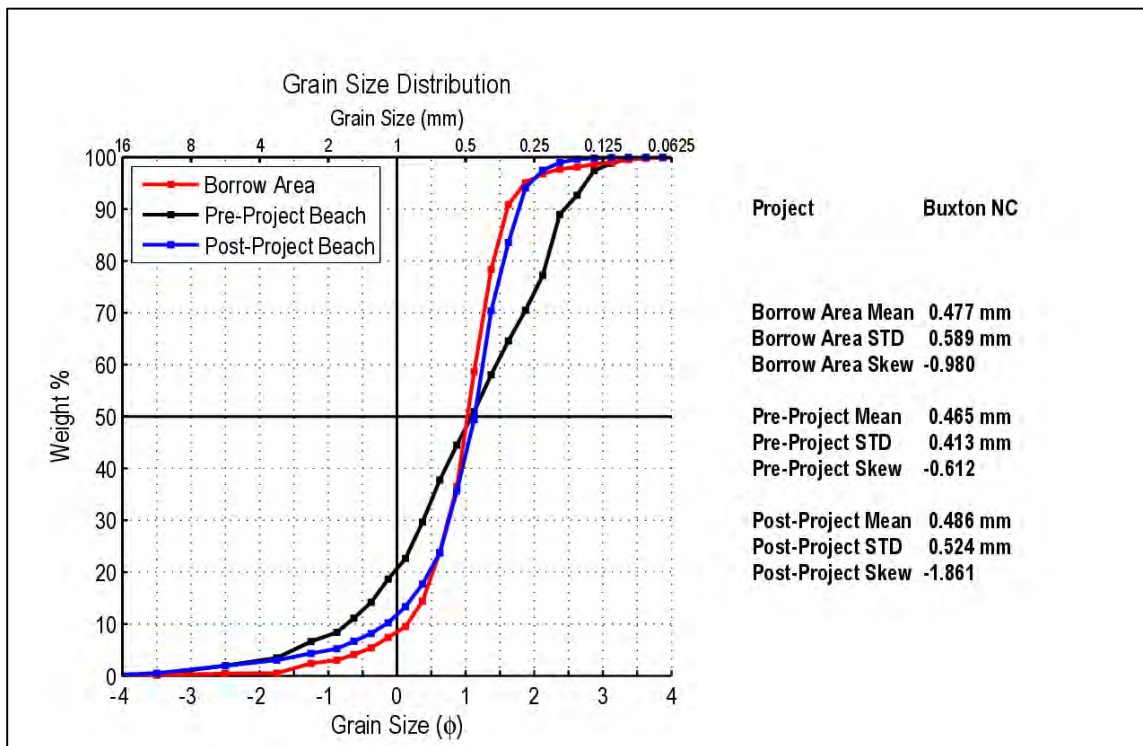
1. North Carolina Department of Environment Quality 401 Water Quality Certification (DWR #15–1087) – Issued on 23 November 2015.
2. North Carolina Department of Environment Quality Major CAMA Permit (#136–15) – Issued on 15 December 2015.
3. National Park Service Special Use Permit (GOV16–5700–014) – Issued on 11 March 2016 and revised on 27 November 2017 for an extension.
4. U.S. Army Corps of Engineers (USACE), Department of the Army Permit (#SAW 2015–01612) – Issued on 24 March 2016.

Permitting procedure was under the National Environmental Policy Act (NEPA) and the state Coastal Area Management Act (CAMA) guidance, including preparation of a comprehensive Environmental Assessment and its seven appendices (NPS 2015). The environmental documentation was necessitated by the need to accomplish the work during summer months.

### Nourishment Sand Quality

Construction surveys for purposes of payment confirmed a total of 2,607,631 cy were placed along the 2.9-mile project area between 21 June 2017 and 27 February 2018. Sand was dredged from an isolated ridge situated ~8500 ft (~1.6 miles) offshore in water depths between 32 to 45 ft.

Sediment samples were collected and analyzed on the native beach, in the borrow area, and on the nourished beach. The mean grain size of all native beach sand samples averaged 0.465 millimeters (mm), and the mean grain size of the samples collected during project construction averaged 0.486 mm (Figure 3). The nourishment sand is similar in texture as the native beach and is expected to provide similar performance as the native beach with respect to annual erosion losses.



**FIGURE 3.** Grain size distribution comparison for sediment samples collected on the native beach before nourishment, in the borrow area, and on the nourished beach during construction. Nourishment sand placed on the beach was found to be consistent with the borings in the borrow area, and was similar in texture as the native beach.

## **Project Funding**

The Buxton project area is not a federally constructed shoreline under the specific authority of USACE.

Dare County used local funding for the project without imposing additional costs to the state of North Carolina or the U.S. Government to meet the urgent problem of erosion in the project area. Based on the Comprehensive Project Agreement between the National Park Service (NPS) and Dare County (Attachment 1), Dare County is responsible for providing the funds for the National Environmental Policy Act (NEPA) permitting process.

## **2. Beach Maintenance and Monitoring Plan**

To qualify for Federal Emergency Management Association (FEMA) assistance, FEMA requires the Project Owner to establish a maintenance program involving periodic renourishment with imported sand to preserve the original design of an engineered beach.

On 22 March 2018, the County's Board of Commissioners executed an agreement with Coastal Science & Engineering (CSE) for a Beach Monitoring & Maintenance Service for the first five years after project completion (ie – 2018 to 2022). The purpose of the post-project monitoring is to track the physical condition of the beach after nourishment, quantify sand volume changes, and determine whether a maintenance renourishment is needed to increase the life of the project. Another important purpose of the annual beach monitoring is to evaluation whether the project area qualifies for FEMA's post-storm beach restoration funding following declared disasters. Based on the historical erosion rate in this area, Dare County has the maintenance scheduled in the County's Beach Nourishment Financial Model and anticipated the first maintenance renourishment project would be needed in summer 2022.

### **Post-Project Annual Condition Surveys**

Pursuant to the approved Dare County Beach Monitoring & Maintenance Service and state and federal permit requirements, physical condition surveys are scheduled to be conducted annually after project completion. Data acquisition follows the same methodology as the previous surveys during the planning, designing, and permitting phases as described in Appendix A – Littoral Processes of the Environmental Assessment (NPS 2015). CSE's land survey is completed at the 500 ft intervals alongshore using an RTK-GPS (Trimble™ Model R8 GNSS) for data collection. The offshore work is performed using the Trimble™ linked to an Odom™ Echotrac CV100 precision survey fathometer for direct measurements of the ocean floor without the need for tide corrections. Measurements over subaerial portions of the project area extended to low-tide wading depth while offshore profiles are collected at 5 hertz (a unit of frequency) at high tide overlapping the wading-depth measurements. The raw data is filtered to eliminate spikes and to provide a 5-7 point floating average. Smoothed inshore data is edited to a manageable size and merged with subaerial data.

Table 1 depicts the yearly monitoring requirements and their status following the 2017-2018 Buxton Beach Restoration Project. Beach condition surveys include dune, beach, underwater surveys to depth of closure, borrow area bathymetry surveys, and sediment sample collection and testing.

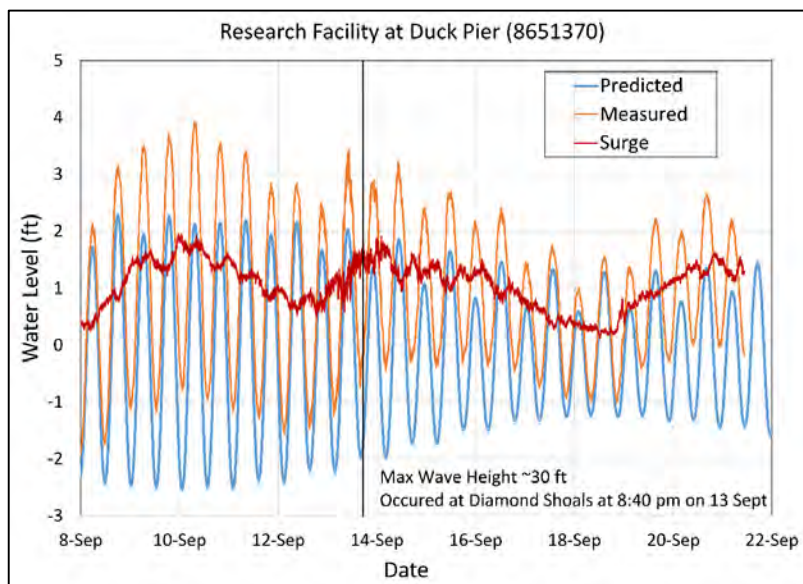
**TABLE 1.** Post-project monitoring requirements and completion status.

Year	Visual Escarpment Surveys	Sediment Compaction Tests	Lighting Surveys	Beach Condition Surveys	Status
Year 1 – 2018	X	X	X	X	Completed
Year 2 – 2019	X			X	Scheduled
Year 3 – 2020	X			X	Scheduled
Year 4 – 2021				X	Scheduled
Year 5 – 2022				X	Scheduled

As shown in the table, monitoring tasks for Year 1 have been completed with the beach condition surveys being conducted in June 2018.

### 3. Hurricane Florence (September 2018)

Hurricane *Florence* was a powerful and long-lived Cape Verde hurricane that caused severe damage in the Carolinas in September 2018. As *Florence* approached the Buxton project area, a wave buoy at Diamond Shoals (NOAA NDBC Station 41025), ~16 miles southeast of Buxton, recorded the maximum wave height as high as ~30 ft at 8:40 pm on 13 September (Figure 4). A FEMA Major Disaster Declaration was announced on 7 October for North Carolina (DR-4393) which included Dare County where the Buxton project is located.



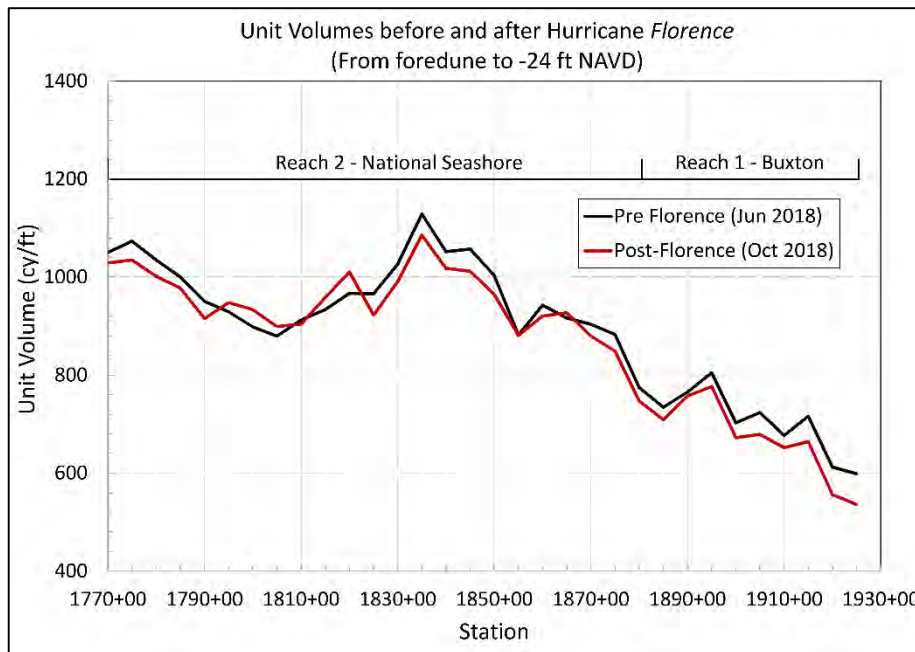
**FIGURE 4.** Predicted and measured water level at the USACE Field Research Facility at Duck Pier (8651370) during Hurricane *Florence*.

### Pre- and Post-Storm Survey Results

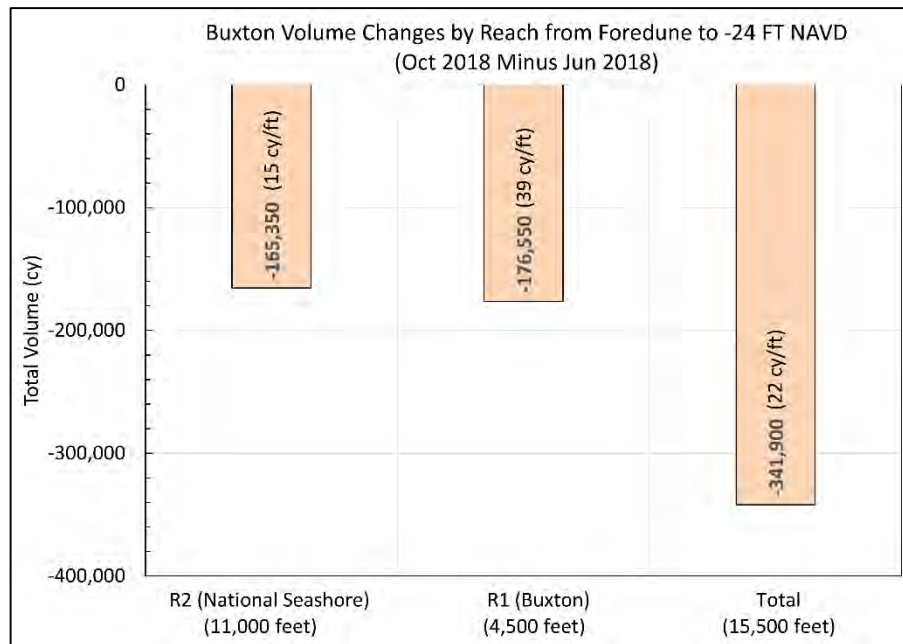
Pursuant to Dare County’s request, CSE conducted a comprehensive beach condition survey from 22–24 October to determine the sand volume within the calculated limits between the foredune and the depth of closure at – 24 ft NAVD. These calculation limits have been adapted for purposes of designing and tracking project performance in the Environmental Assessment by the USACE and the NPS (NPS 2015). CSE used the volumes from June 2018 (ie – Year 1 post-project beach condition survey) as the baseline condition and subtracted them from the results of the October survey (post-*Florence*). This yields the change in volume compared to conditions prior to the hurricane season.

Figure 5 shows unit volumes as cubic yard per linear foot (cy/ft) station by station comparing June 2018 (pre-hurricane season) and October 2018 (post-*Florence*). Nearly all stations lost sand in October 2018. There are several sections of the beach where the October lines are above the June lines (ie – stations 1795+00 to 1805+00, and stations 1815+00 to 1825+00), meaning those particular localities had more sand after the hurricane. Such differences are caused mainly by sand migration alongshore during the storm.

Figure 6 provides total volume results by reach relative to the pre-hurricane season condition. All reaches lost a significant amount of sand after *Florence*. The Buxton project area lost **a total of 341,900 cubic yards of sand along the 15,500-foot project area** (measured between the foredune and the depth of closure at –24 ft NAVD). This loss represents ~13 percent of the total nourishment volume placed in the original 2017–2018 project.



**FIGURE 5.** Comparison of unit volumes by station along the Buxton project area between the foredune and the depth of closure at –24 ft NAVD before and after Hurricane *Florence*.



**FIGURE 6.** Beach volume changes in October 2018 (after *Florence*) along Buxton’s engineered beach (NC) by reach relative to June 2018 survey (before *Florence*) from the face of the dune to the depth of closure at -24 ft NAVD.

## FEMA Requirements

According to the FEMA Public Assistance Program and Policy Guide (FP 104-009-2 dated April 2018), Dare County is eligible for consideration by the agency under Category G guidelines for the following reasons:

1. The beach is not a federally constructed shoreline under the specific authority of USACE;
2. The 2.9-mile Buxton beach was constructed by the placement of imported sand from an offshore borrow area (of proper grain size) to a designed elevation, width, and slope in 2017-2018 (44 CFR §206.226 (j)(2)(i));
3. A monitoring and maintenance program involving periodic renourishment with imported sand has been established and adhered to by Dare County; and
4. A Pre-*Florence* beach condition survey was conducted in June 2018 which indicates the amount of sand eligible for replacement with Permanent Work funding is limited to the amount lost from the disaster event.

For the Buxton project area, the nearshore measurement limit was set at -24 ft NAVD in the Environmental Assessment by the USACE and NPS (NPS 2015). Therefore, the net sand losses of 341,900 cy to -24 ft NAVD between June 2018 and October 2018 constitute the volume of sand that Dare County, the Owner of the Buxton Restoration Project, is eligible to claim as a storm loss.



#### **4. Relationship to Dare County’s Maintenance Plan**

Based on Dare County’s maintenance plan and the Beach Nourishment Financial Model, the County anticipated the first renourishment project to begin in summer 2022. Since the commencement of the 2017-2018 project in June 2017, the Buxton project area has withstood several named hurricanes (ie – Hurricanes *Irma*, *Jose*, *Katia*, and *Maria*) in September 2017, a series of northeasters in March 2018, and Hurricane *Florence* in September 2018. Due to the higher-than-normal frequent occurrence of storms, the County plans to initiate the planning and permitting process for a maintenance project in March 2019 with the intent of combining the County’s maintenance project with FEMA’s post-storm restoration project for cost savings (CSE Memo dated 3 December 2018).

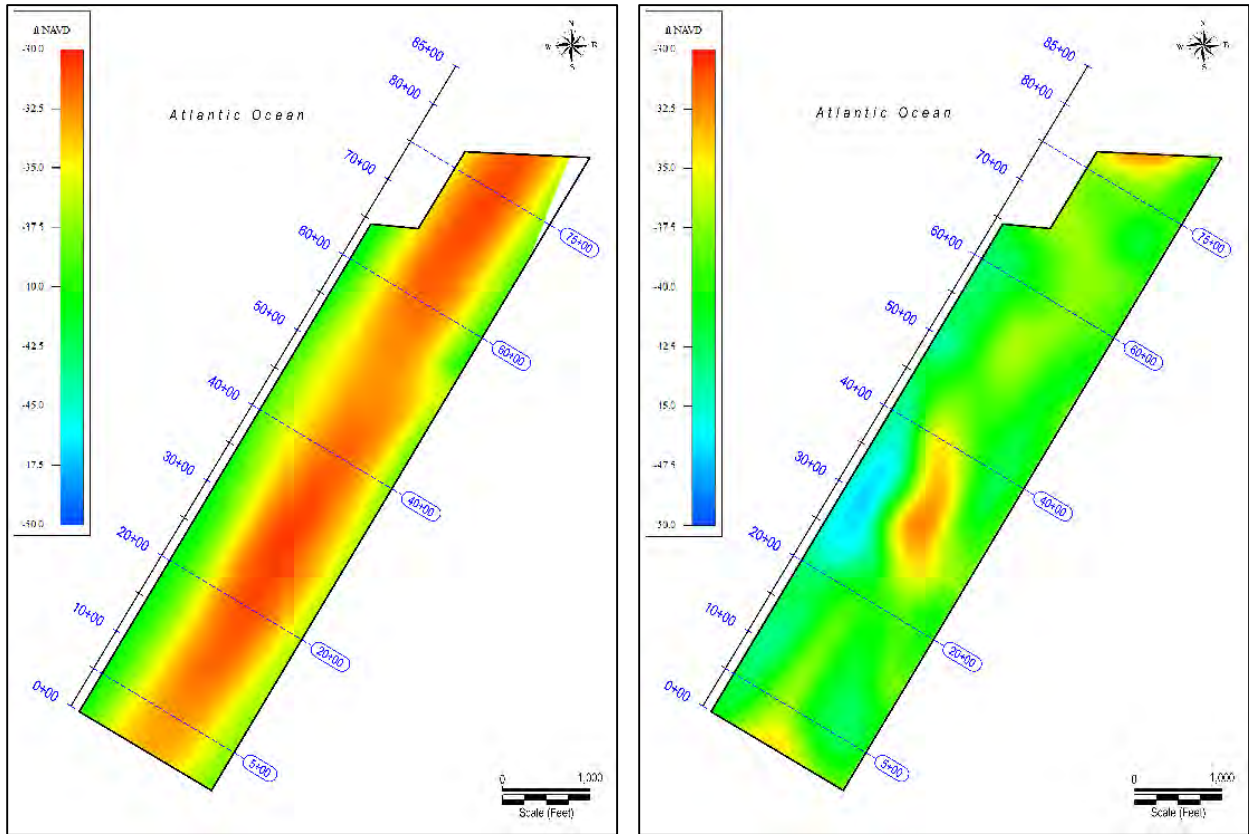
Based on CSE’s project experience at Nags Head renourishment (Dare County, NC), the maintenance project or the FEMA restoration project requires new state and federal permits and supporting documents under the present legislation. Therefore, engineering and permitting efforts and costs are expected to be similar to the original project.

#### **5. Possible Construction Methods and Potential Sand Sources**

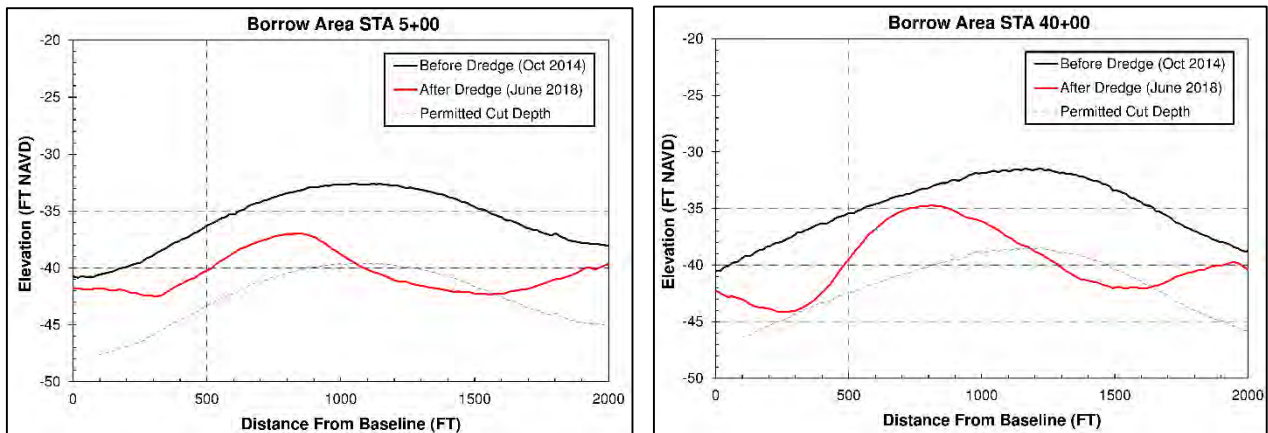
There are two main construction methods to restore sand loss along the oceanfront:

- (1) By ocean-certified dredge using offshore borrow areas; and
- (2) By truck using inland deposits.

Economics favors a sand source that matches the native beach quality, involves the shortest transportation distance, and minimizes environmental impacts. The 2017–2018 Buxton beach restoration project called for 2.6 million cy of sand and an offshore 272-acre borrow area contained over 3 million cy of beach quality sand. After project completion, CSE estimated that approximately 300,000 cy of sand is left in the existing borrow area (Figures 7 and 8) which is not enough for the FEMA restoration project. Therefore, an extension of the existing borrow area or locating a new borrow area is needed for the FEMA restoration project.



**FIGURE 7.** Color-coded bathymetry of the borrow area for the 2017–2018 Buxton beach restoration project. [LEFT] Before construction. The borrow area followed the orientation of an isolated, un-named ridge. [RIGHT] After construction.



**FIGURE 8.** Cross-section plots showing the volume left in the borrow area that was used in the 2017–2018 project.





Other possible borrow sources that have been used for beach nourishment include lagoon sediments, inlet shoals, and inland deposits. Lagoon sediments in Pamlico Sound are much finer than sand on the beach and contain levels of mud and silt unacceptable for beach nourishment. Significant accumulations of sand occur in the ebb- and flood-tidal delta shoals of the Oregon Inlet which is ~36 miles north of the project site. The mean grain size of these deposits tends to be much finer than native beach sand at Buxton. Therefore, lagoon sediments and inlet shoals are not deemed appropriate sand sources for the Buxton area. Inland deposits from sand pits in Currituck County were used for building dunes in Nags Head and Kitty Hawk (Dare County, NC) between 2004 and 2005 after Hurricane *Isabel*. The hauling distance was ~25 miles, total volume was ~300,000 cy, and the total construction cost was \$5 million (\$16.55/cy). No known sand mines are available in the Buxton area which could provide sufficient quantities to complete a nourishment project. Assuming a sand pit in Currituck County is still available for Buxton's usage, the ~75-mile hauling distance would significantly increase the unit price to ~\$35/cy, yielding a total construction cost of ~\$12 million for the required amount (341,900 cy).

Therefore, offshore borrow areas are expected to be the best sand source for the Buxton future maintenance project or the FEMA restoration project. The construction method will be the same as the initial nourishment project, (ie – ocean-certified dredging).

## 6. Cost Estimate of FEMA Restoration Project

### Approaches for FEMA Consideration

In review of FEMA reference documentation and estimating project cost, it may be beneficial to explore several different approaches FEMA has applied for permanent beach repair work on similar projects. The most recent example occurred at Nags Head, Dare County after Hurricane *Matthew* (October 2016).

#### **Nags Head, North Carolina – 2016**

A comparable project scenario for consideration is the recent combined renourishment project at Nags Head (Dare County, NC). After Hurricane *Matthew* impacted the North Carolina coast in October 2016, the locally-sponsored 10-mile engineered beach along Nags Head lost a total of 1,431,653 cy of sand as confirmed by the pre- and post-*Matthew* beach condition surveys (CSE Memo dated 4 November 2016). The Town of Nags Head was in the process of planning and designing a renourishment project during the time *Matthew* arrived. FEMA approved a total of \$16,053,263 of funding under Category G assistance funds to restore the *Matthew* sand losses. This funding is based on the cost sharing of an improved project that combined the FEMA restoration project (~1.43 million cy) with the Town's planned maintenance renourishment project (~2.3 million cy). The combined project is under contract with Great Lake Dredge & Dock, and construction is expected to commence in May 2019. FEMA's shared cost percentage has been determined to be 38.4%, and this percentage is reflected in the cost assumptions of the CEF Fact Sheet (PA ID No. 055-45880-00 dated 19 April 2017) (Attachment 4).



**TABLE 2.** Summary of the main construction costs of the recent nourishment projects conducted in Dare County (NC).

<b>2017 Three Town (Duck, Kitty Hawk, Kill Devil Hills) Beach Nourishment</b>				
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>Mobilization/Demobilization</b>	1	Lump-Sum	\$8,150,000	\$8,150,000
<b>Performance &amp; Payment Bond</b>	1	Lump-Sum	\$300,000	\$300,000
<b>Compliance Surveys of the Borrow Area</b>	1	Lump-Sum	\$64,000	\$64,000
<b>Sea Turtle Abundance Trawling</b>	5	Day	\$4,600	\$23,000
<b>Hydraulic Beach Fill for Three Towns</b>	3,785,000	cy	\$7.89	\$29,866,250
<b>Total of all prices*</b>	3,785,000	cy	\$10.18	\$38,520,850
*Not all costs are listed in Table 1. The complete construction cost table is included in its project manual (Dare County 2016).				
<b>Buxton 2017-2018 Beach Restoration Project</b>				
<b>Mobilization/Demobilization</b>	1	Lump-Sum	\$4,350,000	\$4,350,000
<b>Hydraulic Beach Fill</b>	2,600,000	cy	\$6.85	\$17,800,000
<b>Total Price</b>	2,600,000	cy	\$8.53	\$22,150,000
<b>Nags Head 2019 Beach Renourishment Project</b>				
<b>Mobilization/Demobilization</b>	1	Lump-Sum	\$4,000,000	\$4,000,000
<b>Hydraulic Beach Fill</b>	3,731,661	cy	\$8.23	\$30,712,459.20
<b>Total Price</b>	3,731,661	cy	\$9.30	\$34,712,459.20
<b>Sand Fencing and Vegetation</b>				
<b>DBA Rock Solid Earthworx</b>	660	10 ft Section	\$47.50	\$31,350
<b>EarthBalance</b>	19,200	Plant	\$1.75	\$33,600
<b>Harry Drotor</b>	19,200	Plant	\$1.58	\$30,400

**TABLE 3.** Opinion of probable cost for Buxton maintenance project. Soft-cost estimates in the table are based on (but reduced from) the actual service Agreement between Dare County and CSE for the original 2017–2018 project, and the construction-cost estimates are based on the actual costs listed in Table 2 with adjustment by the proposed project scale and nature. Adjustments for inflation and contingency planning are NOT included.

Description	Quantity	Unit	Unit Price	Total Price
<b>Soft Costs – Engineering and Permitting</b>				
<b>Pre- and Post-Storm Surveys (Referred to Attachment 3)</b>	2	Lump-Sum	\$22,402	\$44,804
<b>Engineering and Permitting (Adjusted by Tasks 1-4 plus Allowances of Attachment 2)</b>	1	Lump-Sum	\$895,005	\$895,005
<b>Construction</b>				
<b>Final Design and Construction Documents (Tasks 5-6 of Attachment 2)</b>	1	Lump-Sum	\$102,500	\$102,500
<b>Mobilization/Demobilization</b>	1	Lump-Sum	\$4,350,000*	\$4,350,000
<b>Hydraulic Beach Fill</b>	1,000,000	cy	\$12.67**	\$12,670,000
<b>Construction Administration (Adjusted by Tasks 7-8 of Attachment 2)</b>	1	Lump-Sum	\$325,842	\$325,842
<b>Monitoring Anticipated by Permits</b>				
<b>Post-Construction Surveys (Attachment 3)</b>	1	Lump-Sum	\$566,972	\$566,972
<b>Total Project Cost for a Combined Project (1,000,000 cy)</b>				<b>\$18,955,123</b>
<b>Supporting Services</b>				
<b>Sand-fencing</b>	500	10 ft Section	\$47.50***	\$23,750
<b>Vegetative Sprigging</b>	116,160	Plant	\$1.66****	\$192,826
<b>Total Project Cost</b>				<b>\$19,171,699</b>
<p>(1) Attachment 2 is the cost page extracted from the service Agreement for the original 2017–2018 Buxton Beach Restoration Project between Dare County and CSE (dated 22 August 2014).</p> <p>(2) Attachment 3 is the cost page extracted from the service Agreement for the post-project monitoring between Dare County and CSE (dated 22 February 2018).</p> <p>(3) *Based on the actual price listed in Table 2 for the original 2017–2018 project.</p> <p>(4) **Based on the actual unit prices listed in Table 2 and adjusted by the proposed project scale and nature.</p> <p>(5) ***Based on the actual cost for sand fencing installation in April 2018 as listed in Table 2.</p> <p>(6) ****Based on the average of the actual quotes acquired in August 2018 as listed in Table 2.</p>				



## 7. Anticipated Project Schedule

The anticipated project timeline is listed as follows based on previous project experience and present legislation:

<b><u>Date</u></b>	<b><u>Description</u></b>
<b>January 2019</b>	Initiate meetings with FEMA specialists Discuss goals and objectives with Dare County officials
<b>Feb–May 2019</b>	Report to FEMA, project planning, alternatives evaluation, and liaison with the project Owner
<b>Jun–Sept 2019</b>	Design analyses for alternatives and cost estimates Pre-application meeting(s) with resource and regulatory agencies Initiate supporting environmental documents Conduct beach/borrow area survey (coincident with annual post-project survey) Initiate sand search Analyze and update erosion rates
<b>Oct–Dec 2019</b>	Coastal engineering analysis Complete draft of Environmental Assessment (EA) and supporting documents Pre-application meeting(s) with regulatory agencies
<b>Jan–Mar 2020</b>	Complete EA and all supporting documents Submit permit applications
<b>Apr–Aug 2020</b>	Permit liaison Conduct beach condition survey to facilitate final design Finalize design Prepare plans and specifications Receive permits
<b>Sept–Dec 2020</b>	Request bids Receive bids Select contractor Contingency period
<b>Mar–Apr 2021</b>	Pre-construction coordination
<b>May–Aug 2021</b>	Construction and construction administration
<b>Sept–Dec 2021</b>	Post-construction survey Final report
<i><a href="#">If bids show favorable results for 2022 construction:</a></i>	
<b>Mar–Apr 2022</b>	Pre-construction coordination
<b>May–Aug 2022</b>	Construction and construction administration
<b>Sept–Dec 2022</b>	Post-construction survey Final report

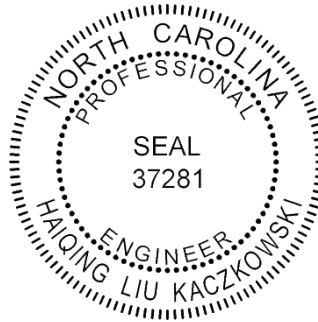


Should you have any questions or comments regarding this letter or require additional documentation, please do not hesitate to contact me at (803) 799-8949. Thank you for your assistance.

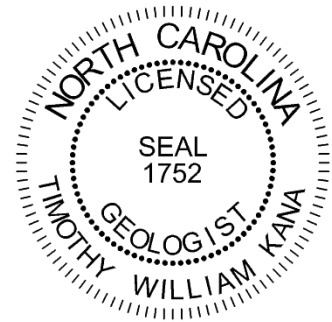
Sincerely,

Coastal Science & Engineering (CSE)

Tim Kana  
Project Director



Haiqing Kaczowski  
Project Engineer



## References:

- Booher, M, and L Ezell. 2001. *Out of Harm's Way: Moving America's Lighthouse*. Eastwind Publishing Company, Annapolis, MD, 144 pp.
- CSE. 2016 (November). Nags Head post-Matthew beach condition survey—preliminary results. Memo for Town of Nags Head, NC. CSE, Columbia, SC, 8 pp.
- CSE. 2018 (December). Maintenance Project after Hurricane Florence. Memo for Town of Nags Head, NC. CSE, Columbia, SC, 4 pp.
- Dare County. 2016. Contract Documents for Dare County Beach Nourishment Project. Coastal Planning & Engineering of North Carolina, Inc., 4038 Masonboro Loop Rd Wilmington, NC, pp 178 + 8 appendices.
- Everts, CH, JP Battley, and PN Gibson. 1983. *Shoreline movements: report 1: Cape Henry, Virginia, to Cape Hatteras, North Carolina, 1849–1980*. Technical Report CERC-83-1, Coastal Engineering Research Center, US Army Engineer Waterways Experiment Station, Vicksburg, MS, 111 pp.
- FEMA. 2018. Public Assistance Program and Policy Guide V3.1. Federal Emergency Management Agency, Washington, DC, pp 165 + 11 appendices.
- Fisher, JJ. 1967. Origin of barrier island chain shoreline, Middle Atlantic states. *Geological Society of American Special Paper* 115, pp 66-67.
- Machemehl, JL. 1979. Damage and repairs to coastal structures. In *Proceedings Coastal Structures '79*, ASCE, New York, NY, pp 314–332.
- NCDENR. 2012. North Carolina 2011 long-term average annual oceanfront erosion rate update study methods report. NC Department of Environment and Natural Resources, Division of Coastal Management, Raleigh, 125 pp.
- NPS. 2015. Environmental for Beach Restoration to Protect NC Highway 12 at Buxton, Dare County, North Carolina. National Park Service, Cape Hatteras National Seashore, North Carolina, pp 214 + appendices.
- NPS. 1980. Cape Hatteras Lighthouse, Buxton, North Carolina. National Park Service, Authors: MTMA Design Group, JL Machemehl, NPS, 139 pp.

Attachment 1

COMPREHENSIVE PROJECT AGREEMENT



AW (NPS) 2/16/16

Agreement # RA5191S0001

MW 2/16/16

Between the National Park Service  
(Cape Hatteras National Seashore and Denver Service Center)  
and  
Dare County, North Carolina

National Park Service Technical Support to Dare County, North Carolina's  
National Environmental Policy Act (NEPA) Compliance  
for Highway 12 Protection Project Special Use Permit

*This agreement describes specific project requirements to be fulfilled and duties to be performed by all parties to produce or supply the services and products as agreed to below.*

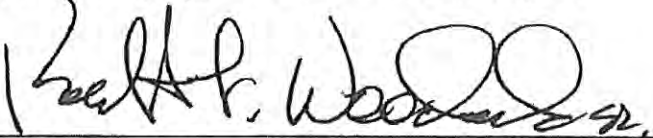
AGREED:

  
Project Manager, Denver Service Center, NPS

8/25/15  
Date

  
Superintendent, Cape Hatteras National Seashore, NPS

10/23/15  
Date

  
Chairman, Board of Commissioners, Dare County, North Carolina

10/5/15  
Date

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

Sally Oetsoose 10/5/15 1



## **PROJECT SUMMARY**

This project agreement (agreement) is entered into between the National Park Service (NPS) and Dare County, North Carolina (County), to consider aspects of technical support and coordination during the National Environmental Policy Act (NEPA) process to review a Special Use Permit (SUP) application for activities of the County within Cape Hatteras National Seashore (Seashore) described below. The term of the agreement shall be for the duration of the described technical support of the NEPA document preparation.

This will serve as a reimbursable agreement between the NPS and County, to enable the NPS to recover costs associated with its technical support and coordination for NEPA compliance, including the appropriate decision document required prior to determination whether to issue the SUP for the described project. The County shall reimburse the NPS for administrative and other costs incurred while providing technical support and coordination for the NEPA compliance and decision document related to the project.

NPS costs will include project management by the NPS Denver Service Center (DSC). The DSC Project Manager will serve as the primary point of contact for the NPS during NEPA compliance review, coordination and decision document review.

The NPS, in cooperation with the County, seeks to complete NEPA compliance for the County's request for an SUP for activities associated with beach nourishment in the area adjacent to North Carolina Highway 12. The compliance and decision document will assist the NPS in determining whether, where, and under what conditions the NPS would issue the SUP.

The United States Army Corps of Engineers (USACE) will be the lead Federal Agency. The National Park Service will be a Cooperating Federal Agency. The USACE is not part of this Project Agreement because they have acknowledged that the applicant (County) will be responsible for preparation of the NEPA documents.

This project agreement outlines the responsibilities and tasks to be accomplished by the DSC, the Seashore, and the County.

## **PROJECT DEFINITION OF ROLES**

NPS – Cooperating Federal agency

DSC – The NPS' primary point of contact, representing the NPS for all NEPA compliance and decision document technical matters.

Seashore – The primary point of contact with the County for all communications regarding this agreement and all related matters besides NPS environmental compliance.

COUNTY - Project applicant.

CONTRACTOR – The County's environmental consultant.

## PROJECT REQUIREMENTS

The appropriate NEPA compliance and decision documents will be primarily prepared by the Contractor. The Contractor shall be required to:

- Prepare objective, scientifically accurate NEPA compliance documents for the NPS, drafting the decision document based on direction from the NPS. The County will pay for the Contractor's services, but under NEPA regulations NPS is responsible for independently reviewing, analyzing and judging all information in the NEPA compliance and decision documents. Under NEPA regulations, the federal agencies (United States Army Corps of Engineers and NPS) are responsible for guiding and participating in NEPA compliance and decision document preparation, independently evaluating the NEPA compliance and decision documents prior to their approval, and taking responsibility for the NEPA compliance and decision documents' scope and contents.
- Provide all personnel, equipment, and services to perform all tasks necessary. All work shall be technically and legally defensible and in full compliance with the requirements of the NEPA and its implementing regulations issued by the Council on Environmental Quality (CEQ); *NPS Director's Order (DO)-12* and *NEPA Handbook: Conservation Planning, Environmental Impact Analysis, and Decision-Making*; the National Historic Preservation Act of 1966; the Endangered Species Act; and other statutory and regulatory requirements.
- Prepare and deliver print-ready files for all documents that meet NPS printing standards. All digital files shall be compatible with NPS software. Digital files shall also be Internet ready for posting on the NPS website. All products must be edited and user-friendly for public review and understanding, and American with Disabilities Act (ADA) compliant. Unless NPS approves otherwise, the Contractor shall follow the DSC Editorial Style Guide (NPS 2014) for all documents. The Contractor's name shall not appear on the cover or coversheet of any draft or final products. All draft documents submitted for review shall be paginated, sequential, and the lines numbered. All documents will go through review cycles resulting in two draft documents and a single final product. The Contractor shall perform a consistency check of all data and quality control facts used throughout all deliverable products and provide quality control reviews of all deliverable products. The contractor will produce all printed copies and CDs for public distribution.
- Analyze comments received in scoping and document review using Planning, Environment and Public Comment (PEPC).
- Maintain project file for all project documents, whether created by NPS or received from others, in accordance with NPS DO-88, *DOI Standardized Guidance on Compiling a Decision File and an Administrative Record* (June 27, 2006 memorandum) and NPS *DO-11: Records and Electronic Information Management*.

## ROLES AND RESPONSIBILITIES

**Denver Service Center** - Functions as primary project contact and coordinator; develops and monitors the DSC project budget and DSC schedule; ensures Seashore concurrence; coordinates and communicates with all parties any agreed to changes in scope, schedule, cost estimates, compliance coordination, and DSC project team assignments.

DSC shall:

- Provide overall NPS team communication and coordination.

- Provide technical and quality assurance reviews, including third-party contractor submissions for compliance with NEPA requirements.
- Provide technical information and assistance as requested by the Seashore and County staff as required.
- Manage project updates in PEPC with direction from the Seashore.
- Participate in project status calls and meetings.
- Attend public meeting as appropriate (TBD).
- Conduct site visits and attend key team meetings as appropriate (TBD).

DSC Team:

Project Manager – Dennis Brookie (Primary POC)	303-969-2919
Natural Resource Specialist – Steven Culver	303-969-2054

**Cape Hatteras National Seashore** - Functions as the primary POC with the County on all communications regarding this agreement and all matters outside of the NPS environmental compliance. Serves as the resource and subject matter expert for the NPS; provides timely review and comments for draft documents.

The Seashore shall:

- Provide ultimate project decisions and guidance.
- Provide overall project goals.
- Recommend an appropriate decision document for approval and signature to the Regional Director.
- Serve as liaison to the Regional Director and his staff.
- Approve all work products.
- Perform all communication with NPS’s Washington Office (WASO), the Department of the Interior, and Congress. (Note: It is expected that some of these communications will require assistance from the Regional Director.)
- Provide all communications to the public and stakeholders other than through PEPC.
- Provide all compliance reviews in advance of finalization and signatures.
- Provide approval for all required compliance letters, consultations, and permits necessary to support the project, including communications with the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and nonfederal agencies, as appropriate.

Participate in project status calls and meetings.

- Review of all DSC, County, and Contractor deliverables in a timely manner. For the purposes of this agreement, “timely” is defined as two weeks or less following the request for review.
- Provide natural and cultural resources information and recommendations on all aspects of the project.

Seashore Team:

Superintendent – Dave Hallac	252-475-9030
Deputy Superintendent – Mark Dowdle	252-475-9031
Chief, Resource Management and Science – Michelle Havens	252-475-9016
Natural Resource Program Manager - Randy Swilling	252-475-9020

**Dare County** - the County is the applicant for the SUP to carry out activities related to the protection of North Carolina Highway 12. The County will contract for services to prepare the NEPA compliance and decision documents and all other required environmental documents.

Dare County shall:

- Participate in project status call and meetings.
- Provide ongoing technical assistance and information on all aspects of the project that is being analyzed in the NEPA Compliance Document.
- Manage the contract for NEPA services.
- Communicate to all parties any agreed to changes in scope, schedule, cost estimates.

**Dare County Team:**

Primary Dare County POC, County Manager/Attorney– Robert (Bobby) Outten 252-475-5800  
 Vice Chairman – Wally Overman 252-475-5700  
 Commissioner – Warren Judge 252-475-5700

**PROJECT SCHEDULE**

<b>PROJECT SCHEDULE TASKS</b>	<b>FINISH</b>	<b>RESPONSIBLE OFFICE</b>
Public Scoping Meetings	Jan. 2015	County
Public Scoping Ends	Feb. 2015	County
Draft Biological Assessment	July 2015	County
Environmental Supporting Documents Available	June 2015	County
Internal Review of the Draft NEPA Document	Aug 2015	County/DSC/Seashore
Notice of Availability of Draft NEPA Document	Sept. 2015	County
Public Review of the Draft NEPA Document	Oct. 2015	County/DSC/Seashore
FONSI or Notice of Intent for Environmental Impact Statement	Dec. 2015	County/DSC/Seashore

The schedule above is subject to change. The schedule does not assume any litigation, delays from special interest groups or natural disasters that are not reasonably anticipated at this time. The modification process below will be followed for any required schedule changes.

**FUNDING**

Funding Source: Dare County

It is understood that all costs identified below will be paid by the County, under the cost recovery authority of 16 U.S.C. § 3a. In addition, it is understood that the County is responsible for all costs associated with the Contractor. Additionally, the requested funding below does not include any costs associated with printing, public meetings or meeting spaces.

Advance funds will be provided by the County, based on agreed-upon estimates. The Project Manager shall provide an updated estimate to the County, as a result of quarterly reconciliation of the account. The Project Manager will consolidate and relay to the County estimated NPS DSC costs.

The NPS shall submit an invoice for \$71,952.00 to the County immediately upon execution of this agreement. The NPS shall submit a second invoice for \$27,939.00 for Fiscal Year 2016 prior to May 31,

2016. The County shall pay each Bill within 30 days of receipt. This total amount of \$99,891.00 shall be the maximum commitment of the parties during the agreement period unless a modification is specifically agreed to in writing by the parties.

At an agreed date the NPS and the County shall review the year's expenditures and expected remaining expenditures for the year, and NPS shall refund any funds that will not be expended on or before that date. For FY 2015 this amount may be added to increase the FY 2016 amount.

NPS shall provide to the County an annual summary of actual position expenditures, during the Cost Recovery Period. Each summary shall be provided by December 15 of the year, covering expenditures during for the previous NPS Fiscal Year. The expenditure reports shall include the burdened salary rates (benefits included); hours spent; and authorized operational costs such as travel which shall be itemized for the employee.

Upon agreement termination, any unused funds will be returned to the County within 30 days.

Should the project be terminated for any reason, including lack of funding prior to the project completion, the County's liability for NPS's cost recovery will continue until the NPS is notified of the termination in writing. NPS may bill the County recover the cost of services up to a date mutually agreed to by both the NPS and the County after notice of termination if such services are required to close out the agreement and ongoing NEPA compliance coordination efforts.

The NPS shall be responsible for maintaining appropriate records for work conducted for this project, in accordance with federal accounting procedures and regulations, for not less than five (5) years after final payment, and such records shall be subject to examination or audit by the County if so desired.

**Estimated Expenditures**

<b>FY2015</b>	<b>NPS/Park</b>	<b>NPS/DSC</b>
Est. Project Management & Tech review including meetings and travel	N/A	\$71,952.00
<b>Total FY15</b>	<b>N/A</b>	<b>\$71,952.00</b>
<b>FY 2016</b>	<b>NPS/Park</b>	<b>NPS/DSC</b>
Est. Project Management & Tech review including meetings and travel	N/A	\$27,939.00
<b>Total FY16</b>	<b>N/A</b>	<b>\$27,939.00</b>
<b>Total Estimated Project Cost FY15 + FY16:</b>	<b>N/A</b>	<b>\$99,891.00</b>

AW (NPS) 2/16/16

Period of Performance - 10/01/2014 through 10/01/2016

AW 2/17/16

**PROJECT AGREEMENT AMENDMENT PROCESS**

The agreement may be amended by either party, upon approval by all original signatories. Circumstances that may result in an amendment to this agreement include any major changes in project scope, schedule, products, budgets, milestone dates, and key positions. Amendments will be in the form of revisions to the original agreement or changes documented through standard correspondence or electronic mail. Amendments shall be distributed to all signatories of the original agreement.



An estimate of fees and reimbursables (not-to-exceed) for the various tasks is provided in Table 4. Services and fees that are in addition to the scope of services described herein shall require the written authorization of the Owner and shall be provided as Additional Services in accordance with the Fee Schedule included herein. CSE recommends that the Owner set aside a contingency budget of ~5 percent of the project budget to cover variations in construction costs and extra costs associated with County project management, environmental monitoring surveys, legal, and easement acquisition. Funds not expended for potential soft costs may be applied to additional nourishment volume within the limits allowed by permits.

**TABLE 4.** Estimate of fees, direct expenses, and subconsultant services for the Buxton beach nourishment project. The indicated amounts are the maximum not-to-exceed totals. Reimbursables include 5 percent of fees by task to cover in-house expenses (communication, IT services, copying, printing, mailing, project insurance, etc) in lieu of itemization of these costs per standard fee schedule.

TASK #	TASK DESCRIPTION	ESTIMATED TASK FEE	ESTIMATED REIMBURSABLES
1	Project Planning, Communication, Liaison	84,760	13,738
2	Supplementary Beach & Borrow Area Condition Surveys	204,800	74,227
3	Coastal Engineering and Plan Development	149,440	9,472
4	Permitting and Environmental Studies	226,200	30,310
5	Final Design, Specifications, Construction Documents	60,200	5,560
6	Bidding and Negotiation	30,800	5,940
7	Construction Observations & Administration	198,800	89,890
8	Final Report, Condition Survey, Recommendation for Acceptance	69,880	23,774
9	Contingency	113,520	32,575
	Subtotals (Task Fees and Estimated Reimbursables)	1,138,400	285,486
	Allowance for CZR Incorporated (see Task 4)		185,000
	Allowance for Geophysical Data Collection (see Task 2.3)		60,000
	Allowance for Aerial Orthophotography (see Task 2.6)		15,000
<b>PHASE 2 TOTAL NOT-TO-EXCEED FEES + REIMBURSABLES + ALLOWANCES</b>			<b>1,683,886</b>

# Attachment 3 (Extracted from the service Agreement for the post-project monitoring between the County and CSE)



AMENDMENT #1 – [CSE 2403]

## 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
	<b>Total Professional Fees</b>	<b>\$110,120</b>	<b>\$82,000</b>	<b>\$68,680</b>	<b>\$57,040</b>	<b>\$57,040</b>
					<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
	<b>Total Reimbursables</b>	<b>\$36,308</b>	<b>\$23,110</b>	<b>\$21,377</b>	<b>\$19,877</b>	<b>\$19,877</b>
					<b>Five-Year Reimbursable Total</b>	<b>\$120,549</b>

	<b>Yearly Totals (Fees + Reimbursables)</b>	<b>\$146,428</b>	<b>\$105,110</b>	<b>90,057</b>	<b>76,917</b>	<b>76,917</b>
	Five Year Project Total (excluding Contingency or Allowance)					\$495,429
	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>

# CEF Fact Sheet

4/28/2017

## Nags Head - Engineered Beach

<b>Date of Estimate:</b>	April 19, 2017
<b>FEMA Region:</b>	Region 4
<b>Preparer(s):</b>	Terry Krzywicki, Ramesh Patel, Brian Minns
<b>Applicant Name:</b>	Nags Head
<b>Project Title:</b>	Nags Head Beach Restoration
<b>Damaged Facility:</b>	Engineered Beach
<b>Declaration Number:</b>	FEMA-4285-DR-NC
<b>Project Number:</b>	1-G0783
<b>PA ID No.:</b>	055-45880-00
<b>Date of Inspection:</b>	December 12, 2016
<b>Event Date(s)</b>	10/8/2016 to 10/9/2016
<b>Work Category:</b>	G
<b>Type of Work:</b> <i>(Enter New, Repair, etc.)</i>	Repair
<b>Preparer's Notes:</b>	
<p><b>BACKGROUND:</b> During the incident period of October 4, through October 10, 2016, Hurricane Matthew produced high winds and Atlantic Ocean tidal surges that caused severe erosion along North Carolina's shoreline of a chain of barrier islands known as the Outer Banks, 90 miles south of Norfolk, Virginia shoreline. The Town of Nags Head is comprised of approximately 11 miles of the Outer Banks, starting at GPS 35.942361, -75.592764 at the south; or Sta. 1025+00 Nags Head boundary to GPS 35.980122, -75.635597 at the north; or Sta. 497+00. The storm carried Nags Head beach material offshore as well as forced sand and material inland removing sand from its set place area as of last beach sand nourishment in 2011. The engineered beach was designed and created in 2011 with approximately 4,600,000 CY of sand material of various size and type from fine grain to bits of rock to shell.</p> <p><b>STATEMENT OF WORK:</b> The shoreline estimated loss of beach sand due to hurricane matthew from the dune and berm is 30% or approximately 1.43 million cubic yards along the 10 mile project area. No damage to sand fencing or public walkway structures. Project specifications and surveys will be provided by Coastal Science &amp; Engineering and USACE. Permits will be provided by the contractor to the applicant. Insurance Policy and procurement policy will be provided by the sub-applicant.</p> <p><b>COST ASSUMPTIONS:</b> The basis of cost is RS Means 2017 cost data, adjusted for Elizabeth City (city code 279), with a combination of R&amp;R, union and open shop wage rates. Mobilize/Demobilize assumed to be similar to Historic costs incurred by the Town of Kill Devil Hills on a similar renourishment project in 2016. Quantities are derived from the FEMA Site Inspection report dated 12/12/2016 and information provided by the Town of Nags Head in a memorandum dated 1/29/2017 from the Town Engineer, Mr. David Ryan P.E. to the FEMA Public Assistance Division. The applicant is preparing combine this project with their planned maintenance renourishment and produce an improved project. the maintenance project is to place 2,300,000 cubic yards of sand on the beach along with the estimated loss of sand from matthew which totals 1,431,653 cubic yards. this being a improved project there are shared costs between both FEMA and the applicant such as but not limited to; mobilization and demobilization. permitting, construction administration, legal services. FEMA's shared cost percentage has been determined to be 38.4% and this percentage is reflected in the cost assumptions of this CEF</p>	



# CEF Notes

4/28/2017

## Nags Head - Engineered Beach

<b>Damaged Facility:</b>	Engineered Beach
<b>Applicant Name:</b>	Nags Head
<b>Project Number:</b>	1-G0783
<b>Date of Estimate:</b>	April 19, 2017 version5
<b>Preparer(s):</b>	Terry Krzywicki, Ramesh Patel, Brian Minns
<b>Part A Notes:</b>	<p>A.1 - Permanent work quantities are from DDD. Unit prices are from similar elements from RS Means 2017 cost data adjusted for nearby Elizabeth City (city code 279). Dredging costs include all permit requirements such as any turtle and environmental monitoring.</p> <p>A.2 - No non-permanent work is included in this estimate</p>
<b>Part B Notes:</b>	<p>B.1 - 0.5% Security/safety is added for security of equipment and personnel safety; 0.5% temporary sanitary facilities; 0.5% QC for placed materials will be required; 0.5% added for minimal, non-structural submittal requirements</p> <p>B.2 - General Contractor remains the same throughout the project</p>
<b>Part C Notes:</b>	<p>C.1 - 2% for construction contingencies. 1% for working drawings Design drawings are not available, however good engineering information is available since a similar renourishment project was recently completed and a thorough maintenance program is in place which reduces unknowns. Unforeseen costs remain regarding the borrow material and location requirements. these are a shared costs the 2% and 1%cost is reduced to 38.4% of the 2% and 1%to reflect the FEMA share</p> <p>C.2 - 4% added for constructibility for availability of dredging labor during a high demand timeframe these percentages are reduced to 38.4% of 4%</p> <p>C.3 - 1% Access is in rural area on barrier island and limits associated with marine equipment; 0% limited storage and staging potential impacts associated with beach renourishment activities</p> <p>C.4 - The repetitive and large scale dredging activity of over 3.7 million CY produces a production efficiencies</p>
<b>Part D Notes:</b>	<p>D.1 - No GC. The town will continue to directly manage the engineered beach activities</p> <p>D.2 - No GC</p> <p>D.3 - No GC</p>
<b>Part E Notes:</b>	E - No escalation factor has been determined for this disaster region
<b>Part F Notes:</b>	<p>F.1 - Unknown plan review fees, however a post storm survey cost has been identified</p> <p>F.2 - Estimated permit fees are 0.1% of construction</p>
<b>Part G Notes:</b>	G.1 -
<b>Part H Notes:</b>	<p>H.1 - 1% Change order reserve is needed for unforeseen conditions</p> <p>H.2 - Town will perform PM during the project construction phase so no management involved.</p> <p>H.3 - Town will perform PM during the project construction phase so no management involved.</p>
<b>Miscellaneous Notes &amp; Comments:</b>	To capture the shared expenses the city adjustment factor has been modified in the part A costs to capture . Fema share of 38.4% and the applicant share is 61.6%

# CEF Part A

4/28/2017

## Nags Head - Engineered Beach

Item No.	Item Description Title / Component Description	Div. # or Cost Code	Qty	Units	Unit Price	City Adj Factor	Total Cost
<b>Completed Work Items</b>							
<b>Completed Permanent Items</b>							
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
<b>Completed - Permanent Total</b>							<b>\$ -</b>
<b>Completed Non-Permanent Items</b>							
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
<b>Completed - Non-Permanent Total</b>							<b>\$ -</b>

# CEF Part A

4/28/2017

## Nags Head - Engineered Beach

Item No.	Item Description Title / Component Description	Div. # or Cost Code	Qty	Units	Unit Price	City Adj Factor	Total Cost
<b>Uncompleted Work Items</b>							
<b>Uncompleted Permanent Items</b>							
1	<i>Mobilization/Demobilization</i>						\$ -
2	mobilization from a local recent bid in Kill Devil Hills	Historic local cost	1.00	ls	\$ 6,000,000.00	0.3840	\$ 2,304,000.00
3						0.0000	\$ -
4						0.0000	\$ -
5						0.0000	\$ -
6						0.0000	\$ -
7						0.0000	\$ -
8						0.0000	\$ -
9	<i>Sand Renourishment</i>						\$ -
10						0.0000	\$ -
11						0.0000	\$ -
12						0.0000	\$ -
13						0.0000	\$ -
14						0.0000	\$ -
15						0.0000	\$ -
16						0.0000	\$ -
17	Hydraulic dredging, pumped 1000' to shore dump, hydraulic method minimum	35 20 2323 1000	1,431,653.00		\$ 7.89	1.0000	\$ 11,295,742.17
18	Sand Fencing (10 L.F. sections)		1,262.00	section	\$ 38.00	1.0000	\$ 47,956.00
19	Vegetative sprigging - American Beachgrass planted @ 12" centers w/fertilizer		16.44	AC.	\$ 7,000.00	1.0000	\$ 115,080.00
					\$ -		\$ -
<b>Uncompleted - Permanent Total</b>							<b>\$ 13,762,778.17</b>
<b>Uncompleted Non-Permanent Items</b>							
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -

# CEF Part A

4/28/2017

## Nags Head - Engineered Beach

Item No.	Item Description Title / Component Description	Div. # or Cost Code	Qty	Units	Unit Price	City Adj Factor	Total Cost
<b>Uncompleted - Non-Permanent Total</b>							\$ -
<b>TOTAL PART A BASE CONSTRUCTION COST</b>							<b>\$ 13,762,778.17</b>

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Nags Head - Engineered Beach

		Repair	\$	\$	\$	\$	Total											
<b>A "Base Costs" for Construction Work-In Trades</b>																		
A.1	Permanent Work (CEF Part A)						\$ -											
A.2	Non-Permanent Job Specific Work (CEF Part A)				\$ -		\$ -											
<b>Part A Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
<b>B General Requirements and General Conditions</b>																		
B.1	<b>General Requirements</b>	<table border="1"> <thead> <tr> <th></th> <th>Guide Low to High</th> </tr> </thead> <tbody> <tr> <td>Safety &amp; Security</td> <td>4% 6.0%</td> </tr> <tr> <td>Temporary Services &amp; Utilities</td> <td>0% 1.0%</td> </tr> <tr> <td>Quality Control</td> <td>0% 1.0%</td> </tr> <tr> <td>Submittals</td> <td>0% 5.0%</td> </tr> </tbody> </table>			Guide Low to High	Safety & Security	4% 6.0%	Temporary Services & Utilities	0% 1.0%	Quality Control	0% 1.0%	Submittals	0% 5.0%	Enter % in Appropriate Column				
	Guide Low to High																	
Safety & Security	4% 6.0%																	
Temporary Services & Utilities	0% 1.0%																	
Quality Control	0% 1.0%																	
Submittals	0% 5.0%																	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
B.2	<b>General Conditions (4.25%)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ -											
<b>Part B Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
<b>PART A through B SUBTOTAL</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
<b>C Construction Cost Contingencies</b>																		
C.1	<b>Design-Phase Scope Contingencies</b>	<table border="1"> <thead> <tr> <th></th> <th>Guide Low to High</th> </tr> </thead> <tbody> <tr> <td>Preliminary Engineering Analysis</td> <td>7.0% 20.0%</td> </tr> <tr> <td>Working Drawings</td> <td>2.0% 10.0%</td> </tr> </tbody> </table>			Guide Low to High	Preliminary Engineering Analysis	7.0% 20.0%	Working Drawings	2.0% 10.0%	Enter % in Appropriate Column								
	Guide Low to High																	
Preliminary Engineering Analysis	7.0% 20.0%																	
Working Drawings	2.0% 10.0%																	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
C.2	<b>Facility or Project Constructability</b>	Facility or Project Type and Complexity See IG for Values		Enter % in Appropriate Column														
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
C.3	<b>Access, Storage &amp; Staging</b>	<table border="1"> <thead> <tr> <th></th> <th>Guide Low to High</th> </tr> </thead> <tbody> <tr> <td>Access Contingencies</td> <td>0.0% 4.0%</td> </tr> <tr> <td>Storage Contingencies</td> <td>0.0% 4.0%</td> </tr> <tr> <td>Staging Contingencies</td> <td>0.0% 4.0%</td> </tr> </tbody> </table>			Guide Low to High	Access Contingencies	0.0% 4.0%	Storage Contingencies	0.0% 4.0%	Staging Contingencies	0.0% 4.0%	Enter % in Appropriate Column						
	Guide Low to High																	
Access Contingencies	0.0% 4.0%																	
Storage Contingencies	0.0% 4.0%																	
Staging Contingencies	0.0% 4.0%																	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
C.4	<b>Economies of Scale</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ -											
		0.0%	0.0%	0.0%	0.0%	0.0%	\$ -											
<b>Part C Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
<b>PART A through C SUBTOTAL</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
<b>D General Contractor's Overhead and Profit</b>																		
D.1	<b>GC's Home Office Overhead</b>	7.7%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ -											
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
D.2	<b>GC's Insurance, Payment &amp; Performance Bonds</b>	3.3%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ -											
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
D.3	<b>General Contractor's Profit</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ -											
		0.0%	0.0%	0.0%	0.0%	0.0%	\$ -											
New Construction		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ -											
Repair/Retrofit		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ -											
<b>Part D Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											

CEF Summary of Completed Work

4/28/2017

**Nags Head - Engineered Beach**

	Repair	\$	-	\$	-	\$	-	\$	-	Total
<b>PART A through D SUBTOTAL</b>	\$	-	\$	-	\$	-	\$	-	\$	-

CEF Summary of Completed Work

4/28/2017

Nags Head - Engineered Beach

		Repair	\$	\$	\$	\$	Total	
<b>E Cost Escalation Factors</b>								
Cost Escalation Factor	Months							
	Monthly Factor							
	Part E Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>PART A through E SUBTOTAL</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>F Plan Review and Permit Construction Cost</b>								
F.1	<b>Plan Review Fees</b>							
	(List Individual Requirements Separately)							
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
F.2	<b>Construction Permit Fees</b>							
	(List Individual Requirements Separately)							
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Part F Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>PART A through F SUBTOTAL</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>G Applicant's Reserve for Change Orders</b>								
Applicant's Reserve for Change Orders		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Part G Total		7.0%	7.0%	7.0%	7.0%	7.0%	\$ -	
<b>PART A through G SUBTOTAL</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>H Applicant's Project Management And Design Costs</b>								
H.1	Applicant's Project Management - Design Phase	1.0%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
H.2	<b>A/E Design Contract Applicability</b>							
	Above Average Complexity (Curve A)	<input type="checkbox"/>	5.6%	<input type="checkbox"/>	5.6%	<input type="checkbox"/>	5.6%	
	Average Complexity (Curve B)	<input type="checkbox"/>	4.5%	<input type="checkbox"/>	4.5%	<input type="checkbox"/>	5.6%	
	Basic Construction Inspection Services	<input type="checkbox"/>	3.0%	<input type="checkbox"/>	3.0%	<input type="checkbox"/>	3.0%	
	<b>A/E Design Contract Cost</b>							
	Above Average Complexity (Curve A)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Average Complexity (Curve B)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Basic Construction Inspection Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
H.3	Project Management - Construction Phase	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		6.0%	6.0%	6.0%	6.0%	6.0%	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Part H Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>PART A through H SUBTOTAL</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL OF COMPLETED WORK</b>							\$ -	

CEF Summary of Uncompleted Work

4/28/2017

Nags Head - Engineered Beach

		Repair	\$	-	\$	-	\$	-	\$	-	Total
<b>A "Base Costs" for Construction Work-In Trades</b>											
A.1	Permanent Work (CEF Part A)	\$	13,762,778								\$ 13,762,778
A.2	Non-Permanent Job Specific Work (CEF Part A)										\$ -
Part A Total		\$	13,762,778	\$	-	\$	-	\$	-	\$	-
<b>B General Requirements and General Conditions</b>											
B.1	General Requirements	Guide Low to High		Enter % in Appropriate Column							
	Safety & Security	4%	6.0%	0.2%							
	Temporary Services & Utilities	0%	1.0%	0.2%							
	Quality Control	0%	1.0%	0.3%							
	Submittals	0%	5.0%	0.2%							
		\$	116,984	\$	-	\$	-	\$	-	\$	-
B.2	General Conditions (4.25%)										
Part B Total		\$	116,984	\$	-	\$	-	\$	-	\$	-
PART A through B SUBTOTAL		\$	13,879,762	\$	-	\$	-	\$	-	\$	-
<b>C Construction Cost Contingencies</b>											
C.1	Design-Phase Scope Contingencies	Guide Low to High		Enter % in Appropriate Column							
	Preliminary Engineering Analysis	7.0%	20.0%	2.7%							
	Working Drawings	2.0%	10.0%								
		\$	369,202	\$	-	\$	-	\$	-	\$	-
C.2	Facility or Project Constructability	See IG for Values		Enter % in Appropriate Column							
	Facility or Project Type and Complexity			1.9%							
		\$	263,715	\$	-	\$	-	\$	-	\$	-
C.3	Access, Storage & Staging	Guide Low to High		Enter % in Appropriate Column							
	Access Contingencies	0.0%	4.0%	1.5%							
	Storage Contingencies	0.0%	4.0%								
	Staging Contingencies	0.0%	4.0%								
		\$	210,972	\$	-	\$	-	\$	-	\$	-
C.4	Economies of Scale										
				-2.0%	0.0%	0.0%	0.0%	0.0%			
		\$	(277,595)	\$	-	\$	-	\$	-	\$	-
Part C Total		\$	566,294	\$	-	\$	-	\$	-	\$	-
PART A through C SUBTOTAL		\$	14,446,056	\$	-	\$	-	\$	-	\$	-
<b>D General Contractor's Overhead and Profit</b>											
D.1	GC's Home Office Overhead	7.7%									
		\$	-	\$	-	\$	-	\$	-	\$	-
D.2	GC's Insurance, Payment & Performance Bonds	3.3%									
		\$	476,720	\$	-	\$	-	\$	-	\$	-
D.3	General Contractor's Profit										
	New Construction	3.0%	0.0%	0.0%	0.0%	0.0%					
	Repair/Retrofit										
		\$	447,683	\$	-	\$	-	\$	-	\$	-
Part D Total		\$	924,403	\$	-	\$	-	\$	-	\$	-
PART A through D SUBTOTAL		\$	15,370,459	\$	-	\$	-	\$	-	\$	-



CEF Summary of Uncompleted Work

4/28/2017

Nags Head - Engineered Beach

		Repair	\$	-	\$	-	\$	-	\$	-	Total
<b>E Cost Escalation Factors</b>											
<b>Cost Escalation Factor</b>	Months										
	Monthly Factor	0.170%									
<b>Part E Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PART A through E SUBTOTAL</b>		\$ 15,370,459	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,370,459
<b>F Plan Review and Permit Construction Cost</b>											
<b>F.1 Plan Review Fees</b>											
	Unknown										
	Post-storm survey	\$ 50,000									
		\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
<b>F.2 Construction Permit Fees</b>											
State and USACE permits are estimated to be 0.1% of Part E Subtotal		\$ 15,370									
		\$ 15,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,370
<b>Part F Total</b>		\$ 65,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,370
<b>PART A through F SUBTOTAL</b>		\$ 15,435,830	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,435,830
<b>G Applicant's Reserve for Change Orders</b>											
<b>Applicant's Reserve for Change Orders</b>		<input type="checkbox"/> 3.0%	<input type="checkbox"/> 7.0%	<input type="checkbox"/> 7.0%	<input type="checkbox"/> 7.0%	<input type="checkbox"/> 7.0%					
<b>PART G Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PART A through G SUBTOTAL</b>		\$ 15,435,830	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,435,830
<b>H Applicant's Project Management And Design Costs</b>											
<b>H.1 Applicant's Project Management - Design Phase 1.0%</b>											
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		\$ 154,358	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154,358
<b>H.2 A/E Design Contract Applicability</b>											
	Above Average Complexity (Curve A)	<input type="checkbox"/> 8.0%	<input type="checkbox"/> 5.6%	<input type="checkbox"/> 5.6%	<input type="checkbox"/> 5.6%	<input type="checkbox"/> 5.6%					
	Average Complexity (Curve B)	<input type="checkbox"/> 7.9%	<input type="checkbox"/> 4.5%	<input type="checkbox"/> 4.5%	<input type="checkbox"/> 4.5%	<input type="checkbox"/> 4.5%					
	Basic Construction Inspection Services	<input checked="" type="checkbox"/> 3.0%	<input type="checkbox"/> 3.0%	<input type="checkbox"/> 3.0%	<input type="checkbox"/> 3.0%	<input type="checkbox"/> 3.0%					
<b>A/E Design Contract Cost</b>											
	Above Average Complexity (Curve A)	\$ -	\$ -	\$ -	\$ -	\$ -					
	Average Complexity (Curve B)	\$ -	\$ -	\$ -	\$ -	\$ -					
	Basic Construction Inspection Services	\$ 463,075	\$ -	\$ -	\$ -	\$ -					
		\$ 463,075	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 463,075
<b>H.3 Project Management - Construction Phase</b>											
		<input type="checkbox"/> 3.0%	<input type="checkbox"/> 6.0%	<input type="checkbox"/> 6.0%	<input type="checkbox"/> 6.0%	<input type="checkbox"/> 6.0%					
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Part H Total</b>		\$ 617,433	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 617,433
<b>PART A through H SUBTOTAL</b>		\$ 16,053,263	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,053,263
<b>TOTAL OF UNCOMPLETED WORK</b>										<b>\$ 16,053,263</b>	

# CEF Total Project Summary

4/28/2017

## Summary

### Nags Head - Engineered Beach

		Completed	Uncompleted	Total
<b>Complete Project Total for Completed and Uncompleted Work</b>		\$ -	\$ 16,053,263	\$ 16,053,263
<b>PART A</b>	<b>"Base Costs" for Construction Work In Trades</b>	\$ -	\$ 13,762,778	\$ 13,762,778
	A.1 Permanent Work	\$ -	\$ 13,762,778	\$ 13,762,778
	A.2 Non-Permanent Job Specific Work (CEF Part A)	\$ -	\$ -	\$ -
<b>PART B</b>	<b>General Requirements and General Conditions</b>	\$ -	\$ 116,984	\$ 116,984
	B.1 General Requirements	\$ -	\$ 116,984	\$ 116,984
	B.2 General Conditions	\$ -	\$ -	\$ -
<b>PART C</b>	<b>Construction Cost Contingencies (Design and Construction)</b>	\$ -	\$ 566,294	\$ 566,294
	C.1 Standard Design-Phase Scope Contingencies	\$ -	\$ 369,202	\$ 369,202
	C.2 Facility or Project Constructability	\$ -	\$ 263,715	\$ 263,715
	C.3 Access, Storage, and Staging Contingencies	\$ -	\$ 210,972	\$ 210,972
	C.4 Economies of Scale in New Construction	\$ -	\$ (277,595)	\$ (277,595)
<b>PART D</b>	<b>General Contractor's Overhead and Profit</b>	\$ -	\$ 924,403	\$ 924,403
	D.1 General Contractor's Home Office Overhead Costs	\$ -	\$ -	\$ -
	D.2 General Contractor's Insurance, Payment, and Performance Bonds	\$ -	\$ 476,720	\$ 476,720
	D.3 Contractor's Profit	\$ -	\$ 447,683	\$ 447,683
<b>PART E</b>	<b>Cost Escalation Allowance</b>	\$ -	\$ -	\$ -
<b>PART F</b>	<b>Plan Review and Construction Permit Costs</b>	\$ -	\$ 65,370	\$ 65,370
	F.1 Plan Review Fees	\$ -	\$ 50,000	\$ 50,000
	F.2 Construction Permit Fees	\$ -	\$ 15,370	\$ 15,370
<b>PART G</b>	<b>Applicant's Reserve for Construction</b>	\$ -	\$ -	\$ -
<b>PART H</b>	<b>Applicant's Project Management and Design Costs</b>	\$ -	\$ 617,433	\$ 617,433
	H.1 Applicant's Project Management - Design Phase	\$ -	\$ 154,358	\$ 154,358
	H.2 Architecture & Engineering Design Contract Costs	\$ -	\$ 463,075	\$ 463,075
	H.3 Project Management - Construction Phase	\$ -	\$ -	\$ -

## Department of Homeland Security Federal Emergency Management Agency

### General Info

<b>Project #</b>	68036	<b>Project Type</b>	Specialized
<b>Project Category</b>	G - Parks, Recreational Facilities, and Other Items	<b>Applicant</b>	Dare County (055-99055-00)
<b>Project Title</b>	DR-4393-NC - Cat G - Beach Renourishment - Dare County	<b>Event</b>	4393DR-NC (4393DR)

### Damage Description and Dimensions

The Disaster # 4393DR, which occurred between **09/07/2018** and **09/29/2018**, caused:

#### Damage #221970; Buxton Beach Nourishment

See attached Subject Matter Expert (SME) report for additional information on location, DDD, SOW, Cost Estimate and Environmental Compliance.

#### General Facility Information:

- **Facility Type:** Beaches
- **Facility:** 2017-2018 Beach Restoration Project to Protect NC Highway 12 at Buxton, Dare County
- **Facility Description:** Designed and maintained engineered beach approximately 15,500 LF long
- **Year Built:** 2018
- **Start GPS Latitude/Longitude:** 35.29800, 75.51250
- **End GPS Latitude/Longitude:** 35.25600, 75.52040
- **Design Elevation:** N/A
- **Design Slope:** N/A
- **Pre- and Post-Storm Profiles Available?:** Yes

#### General Damage Information:

- **Date Damaged:** 9/7/2018 to 9/29/2018
- **Cause of Damage:** Hurricane storm surge and wave action

#### Facility Damage:

- Beach, 303,732 CY of Designed and maintained engineered beach, Incident-Related Damage (adjusted for Background Erosion), Hurricane storm surge and wave action, 0% work completed.
- Sand Fence, sand fence used to build / stabilize the dunes, 5,000 FT long, Hurricane storm surge and wave action, 0% work completed.

DR-4393-NC

Applicant: Dare County, NC

Beach Sand Loss: 2017-2018 Beach Restoration Project to Protect NC Highway 12 at Buxton, Dare County

Project # 68036

# Category G Engineered Beach

## Location

The “2017-2018 Beach Restoration Project to Protect NC Highway 12 at Buxton, Dare County” (Project), extends for approximately three miles along the Outer Banks of North Carolina.

The engineered beach that is the subject of this report is located in Dare County, NC (Applicant). The Project is located as follows (see [Attachment 1. Buxton Beach Project Location Map](#) and Fig 1 of [Attachment 2. Buxton \(Dare County\) FEMA Florence-4393 Report](#)):

### Project Location

North end at: 35.2980, - 75.5125

South end at: 35.2560, - 75.5204

Approx. Project length = 15,500 LF

There are no federally constructed shoreline management projects within Project template. The Project is not a specifically authorized and constructed Corps of Engineers (USACE) Coastal Storm Risk Management project. *Therefore, the beach is not a federally constructed shoreline under the specific authority of USACE (PAPPG, p.126).*

This beach restoration project was sponsored by Dare County, North Carolina, and Dare County served as the sole project Owner and administrator. The construction, maintenance and repair of this engineered beach project is the legal responsibility of the Applicant (see [Attachment 2](#)).

*Therefore, the Project is the legal responsibility of the Applicant requesting assistance (PAPPG, p.20).*

-  
-

## Damage Description and Dimensions

During the declared incident period from September 7, 2018 - September 29, 2018, Hurricane Florence generated storm surge and wave action that caused beach and dune erosion in Dare County, North Carolina. A major disaster, DR-4393-NC, was declared on September 10, 2018. Photos of the beach taken on January 24, 2019 (post-incident event, but after the passage of several other storms) are shown in [Attachment 3. Buxton Beach Project Photos](#).

## PROJECT HISTORY/MAINTENANCE:

### Design –

Construction of the initial Project was completed on February 27, 2018 with a total of 2,607,631 CY of beach quality sand placed within the project area. As shown in Fig 1 of [Attachment 2](#), the project consist of two contiguous beach reaches. Fig. 2 of [Attachment 2](#) shows the representative cross sections of the two reaches including the before-dredging (blue line), engineering design template (black line), and post-dredging as-built profiles (red line). The project formulation was based on a replacement volume and profile needed for storm protection at a defined storm-return period.

As shown on Fig. 1 of [Attachment 2](#), the sand source was an offshore borrow area situated 9,000 feet offshore of the former site of th Cape Hatteras Lighthouse.

The coordinates of this borrow area are shown in the Environmental Compliance section below.

The Applicant’s engineer states that sediment samples were collected and analyzed on the native beach, in the borrow area, and on the nourished beach. The mean grain size of all native beach sand samples averaged 0.465 millimeters (mm), and the mean grain size of the samples collected during project construction averaged 0.486 mm (see Figure 3 of [Attachment 2](#)). The nourishment sand

is similar to the native beach in texture and is expected to provide similar performance as the native beach with respect to annual erosion losses. Also, the sand used met North Carolina regulations that require that the sand placed be compatible with the native sand in the project area.

*In summary, the Project was constructed by the placement of imported sand—of proper grain size—to a designed elevation, width and slope (PAPPG, p. 126).*

#### Maintenance –

The Applicant contracted Coastal Science & Engineering (CSE) for Beach Monitoring & Maintenance Service for the first five years after project completion (2018 to 2022). Based on the historical erosion rate in this area, the Applicant has scheduled maintenance and the required funding in the County's Beach Nourishment Financial Model (see [Attachment 4. Dare beach future maintenance plan funding](#)) and anticipated the first maintenance renourishment project would be needed in summer 2022.

*In summary, the Applicant has established and will adhere to a maintenance program involving periodic renourishment with imported sand to preserve the original design (PAPPG, p. 126).*

#### ENVIRONMENTAL COMPLIANCE:

Dare County, serving as the Owner of the project, procured the following state and federal permits and certification for the 2017–2018 beach restoration project at Buxton:

- North Carolina Department of Environment Quality 401 Water Quality Certification (DWR #15–1087) – Issued on 23 November 2015.
- North Carolina Department of Environment Quality Major CAMA Permit (#136–15) – Issued on 15 December 2015. Copies of these permits can be found in Attachment 3. Appendix B.
- National Park Service Special Use Permit (GOV16–5700–014) – Issued on 11 March 2016 and revised on 27 November 2017 for an extension.
- U.S. Army Corps of Engineers (USACE), Department of the Army Permit (#SAW 2015–01612) – Issued on 24 March 2016.

Permitting was under the National Environmental Policy Act (NEPA) and the state Coastal Area Management Act (CAMA) guidance, including preparation of a comprehensive Environmental Assessment and its seven appendices (NPS 2015). The environmental documentation was necessitated by the need to accomplish the work during summer months.

Due to the higher than normal occurrence of storms, the Applicant plans combining the next scheduled maintenance project with the FEMA post-storm restoration project for cost savings. The combined renourishment project will be completed in 2021. The anticipated schedule is shown in Section 7 of [Attachment 2](#).

The Project is within CBRS Unit NC-03P (Cape Hatteras), an Otherwise Protected Area and adjacent to CBRS Unit L03 (Hatteras Island).

#### INCIDENT-RELATED DAMAGE:

As discussed in Section 3 of [Attachment 2](#), the Applicant's Engineer, analyzed pre (June, 2018) and post (October, 2018) event surveys to the Closure Depth to determine the total sand loss between these surveys (see [Attachment 5. Buxton \(Dare County\) Profile \(Before-After Florence\)](#)). Based on the engineer's analysis of historical annual profiles, Closure Depth was estimated to be - 24 FT NAVD88.

The total sand loss was - 341,900 CY. (See [Attachment 6. Buxton \(Dare County\) Sand Loss Volumes Table](#))

To isolate incident-related damage, these losses were adjusted for background erosion that was predicted to occur during the time

period between the pre event (June 2018) and post event (October 2018) surveys.

The annual background erosion was estimated to be 114,500 CY/YR (NPS/USACE 2015, Environmental Assessment - Appendix A) This is equal to 9,542 CY/MO. Therefore, during the four month period between the pre and post storm surveys, background erosion was estimated to be 38,168 CY.

Total Sand Loss – Background Erosion = Incident Related Sand Loss

341,900 CY – 38,168 CY = 303,732 CY

The Applicant's engineer estimated that approximately 5,000 FT of sand fence was destroyed by Hurricane Florence.

## Scope of Work

221970 **Buxton Beach Nourishment**

## Cost

Code	Quantity	Unit	Total Cost	Section
			CRC Gross Cost	\$0.00
			Total 406 HMP Cost	\$0.00
			Total Insurance Reductions	\$0.00
			CRC Net Cost	\$0.00
			Federal Share (0.00%)	\$0.00
			Non-Federal Share (100.00%)	\$0.00

## Subgrant Conditions

*This Project does not have any Subgrant Conditions*

## Insurance

### Additional Information

There is no additional insurance information on **DR-4393-NC - Cat G - Beach Renourishment - Dare County**.

### O&M Requirements

There are no Obtain and Maintain Requirements on **DR-4393-NC - Cat G - Beach Renourishment - Dare County**.

## 406 Mitigation

There is no additional mitigation information on **DR-4393-NC - Cat G - Beach Renourishment - Dare County**.

## Environmental Historical Preservation

Is this project compliant with EHP laws and orders?

Unanswered

### EHP Conditions

## EHP Additional Info

There is no additional environmental historical preservation on **DR-4393-NC - Cat G - Beach Renourishment - Dare County**.

## Final Reviews

### Final Review

**Reviewed By** Not Reviewed

**Reviewed On** Not Reviewed

#### Review Comments

*No comments available for the Final Review step*

### Recipient Review

**Reviewed By** Not Reviewed

**Reviewed On** Not Reviewed

#### Review Comments

*No comments available for the Recipient Review step*

## Project Signatures

**Signed By** Unsigned

**Signed On** Unsigned





*State Contract for Dredge Vessel*

**Description**

On May 20, 2019, the Board of Commissioners approved documents related to the dredge vessel for Dare County. At the time, revisions were being made to an agreement with the State of North Carolina related to the project, which have since been completed.

Attached is the final agreement with the State of North Carolina for Board approval.

**Board Action Requested**

Approval

**Item Presenter**

Robert Outten, County Manager

STATE OF NORTH CAROLINA  
 COUNTY OF WAKE

DARE COUNTY'S FEDERAL  
 IDENTIFICATION  
 NUMBER: \*\* - \*\*\*0293

Agreement Between the North Carolina Department of Environmental Quality  
 And County of Dare, Implementing N.C. Session Law 2018-5, Section 13.7

This agreement ("Agreement") is hereby made and entered into this \_\_\_\_\_, 2019, by and between the NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY (the "Department") and COUNTY OF DARE ("Dare County") (together the "Parties").

1. Purpose. The Parties enter into this Agreement for the purpose of implementing N.C. Session Law 2018-5, Section 13.7 (the "Session Law") which is attached to this Agreement as Attachment A and incorporated by reference.

2. The Session Law. The Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund ("Shallow Draft Navigation Fund") is administered by the Department pursuant to various authorities, including N.C. Gen. Stat. § 143-215.73F. The Session Law allocates \$15,000,000 from the Shallow Draft Navigation Fund to Dare County to provide a forgivable loan to a Private Partner<sup>1</sup> for the purchase of a shallow draft hopper dredge to be used under the direction of the Oregon Inlet Task Force. The Session Law requires Dare County to select the Private Partner and to enter into a forgivable loan agreement with the Private Partner. The Session Law requires Dare County to be responsible for all aspects of administering and overseeing the forgivable loan to the Private Partner. The shallow draft hopper dredge will be owned and operated by the Private Partner and repayment of the loan is based on cost-savings for dredging services. ~~Any excess Funds from the loan amount shall revert to the Shallow Draft Navigation Fund as set forth in the Session Law.~~

[HAD1]

The Session Law allocates funds to Dare County for Dare County to loan to a Private Partner. To the extent those funds constitute "financial assistance" to Dare County, Dare County is subject to oversight and audit by the Local Government Commission. ~~and is, therefore, not a "grantee" or a "recipient" as those terms are defined in N.C. Gen. Stat. § 143C-6-23 and 09 NCAC 03M .0102.<sup>2</sup>~~

[HAD2]

To the extent that the State funds are providing "financial assistance" to the Private Partner, the Private Partner must comply with all reporting, compliance and auditing requirements under State law. ~~except as exempted by the Session Law.~~ Additionally, the Session Law requires Dare County to oversee all financial components of the forgivable loan.

3. Contract Documents. The Agreement between the Parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:

- a. Session Law 2018-5, Section 13.7 (Attachment A)
- ~~b. State's General Terms and Conditions (Attachment B)~~ [HAD3]
- ~~c. Dare County's Request for Allocated Funds, (Attachment C)~~
- ~~d. Notice of Certain Reporting and Audit Requirements (Attachment D)~~ [HAD4]

Together, these documents (the "Contract Documents") constitute the entire agreement between the Parties, superseding all prior oral or written statements or agreements.

4. Contract Period. This Agreement shall be effective upon the last signature of the Parties and will remain effective until the Private Partner fully repays Dare County for the forgivable loan, including interest, or the funds revert to the Shallow Draft Navigation Fund as set forth in the Session Law, whichever occurs first.

<sup>1</sup> For purposes of this Agreement, "Private Partner" includes any business or corporate entity created by the Private Partner related to implementing the Session Law.  
<sup>2</sup> See also, 9 NCAC 03M .0101(1).

5. Dare County's Duties. Dare County agrees to:

Comply with all local, State and federal laws, including all applicable reporting and auditing requirements. Comply with the requirements set forth in 09 NCAC 03M .0101, et seq. (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding. [HAD5]

a. \_\_\_\_\_

b. Impose contractual requirements upon the Private Partner to ensure that the Private Partner ~~and its contractors and subcontractors~~ complies with all applicable local, State, and federal laws, ~~including all applicable reporting and auditing requirements~~, which includes:

(i) Requiring the Private Partner ~~and its contractors and subcontractors~~ to comply with the requirements set forth in Chapter 143C, Part 3 of the N.C. General Statutes;

~~(ii) Requiring the Private Partner and its contractors and subcontractors to comply with Chapter 143, Articles 3 and 8 to the extent that those requirements do not conflict with the Session Law.~~ [HAD6]

(ii) Requiring the Private Partner and its contractors and subcontractors to comply with the requirements set forth in 09 NCAC 03M .0101, et seq. (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding, to the extent that those requirements do not conflict with the Session Law;

(iii) Requiring the Private Partner to, at minimum on an annual basis, provide to Dare County:

1. a certification that the Private Partner used State funds for the purposes set forth in the Session Law;

2. an accounting by the Private Partner of all State funds it received, held, and distributed in implementing the Session Law; and

3. a description of activities and accomplishments undertaken by the Private Partner in implementing the Session Law. [HAD7]

0. \_\_\_\_\_

~~(iv) Requiring the Private Partner and its contractors and subcontractors to comply with the State's General Terms and Conditions (see Attachment B) and the State's Notice of Certain Reporting and Audit Requirements (see Attachment D) to the extent that those provisions do not conflict with the Session Law or a provision in this Contract Cover; and~~ [HAD8]

(iv) Requiring the Private Partner and its contractors and subcontractors to use the allocated funds only for the purposes set forth in the Session Law.

(v) Requiring the same records retention requirements upon the Private Partner as set forth in this Contract Cover. [HAD9]

(vi) Requiring the Private Partner to repay Dare County within 90 calendar days of termination of the loan agreement (and its attachments) for the outstanding loan balance plus interest. [HAD10] [HAD11]

(vii) Requiring the Private Partner to return excess State funds, including any accrued interest, to Dare County. [HAD12]

~~(viii) Requiring that the Private Partner spend no more than \$500,000 for dredge construction/design plans.~~ [HAD13]

c. Comply with the Session Law, which among other things, requires Dare County to enter into and enforce a loan agreement with the Private Partner.

d. Ensure that State Funds loaned to the Private Partner prior to delivery of the vessel are loaned unsecured. Upon the delivery of the vessel to Private Partner, Dare County must enter into a security interest agreement with the Private Partner that obtains a first priority lien and security interest in all assets constructed or acquired with State funds. [HAD14]

~~County may agree to subordinate its lien to the lien of a State or Federally licensed banking institution in an amount not exceed \_\_\_\_\_ and for a term not exceed \_\_\_\_\_.~~ [HAD15]

e. Provide the Department with an annual report on the forgivable loan as required in the Session Law. The annual report submitted by Dare County to the Department must also include:

- (i) ~~The information provided by the Private Partner to Dare County pursuant to provision 5(b)(iii);~~
- (ii) ~~A certification that Dare County used State funds for the purposes set forth in the Session Law;~~
- (iii) ~~Dare County's accounting of all State funds it received, held, and distributed in implementing the Session Law;~~
- (i) ~~a description of the activities and accomplishments undertaken by Dare County in implementing the Session Law; and~~
- (iv)
- (v) ~~an audit prepared and completed in accordance with the Generally Accepted Government Auditing Standards, also known as the Yellow Book.~~

[HAD16]

~~e.f.~~ Take reasonable measures to ensure that the Private Partner ~~and its contractors and subcontractors~~ complies with the Session Law.

~~e.g.~~ Be a good steward of State funds and use reasonable measures to ensure that State funds are loaned to and used by the Private Partner and its contractors and subcontractors only for the purposes set forth in the Session Law.

~~f.~~ ~~Require the Private Partner to repay Dare County within 90 calendar days of termination of the Promissory Note or extensions thereof loan agreement for the outstanding loan balance plus interest. [HAD17] In the event the Private Partner defaults on the forgivable loan, Dare County must take all reasonable measures to recoup State funds from the Private Partner and its contractors and subcontractors. Dare County must repay any and all recouped State funds, including recouped interest, to the Office of State Budget and Management (to be credited to the Shallow Draft Navigation Fund) within thirty calendar days of receiving the funds from the Private Partner and its contractors and subcontractors. [HAD18]~~

~~g.h.~~ Maintain all records related to the forgivable loan for at least five years beyond the end of the forgivable loan term or until all applicable audit exceptions have been resolved, whichever is longer.

~~g.~~ ~~Impose the same records retention requirements upon the Private Partner and its contractors and subcontractors as set forth in this Contract Cover. [HAD19]~~

~~h.i.~~ Provide the Department copies of the forgivable loan agreement between Dare County and the Private Partner and any other legal agreements between Dare County and the Private Partner.

~~h.j.~~ Notify the Department when Dare County discovers non-compliance or violations of local, State, and federal laws by Dare County, the Private Partner, or any other entity involved in implementing the Session Law.

~~h.k.~~ Acknowledge, in writing, receipt of allocations from the Department.

~~k.l.~~ Upon receipt of allocations from the Department, place the funds in an interest-bearing account and ensure all interest revenues revert to the Shallow Draft Navigation Fund. Funds may revert via transfer of those revenues to the Shallow Draft Navigation Fund, or via offsets to the State cost-share requirements for use of the shallow draft hopper dredge subject to this agreement.

~~h.m.~~ Comply with the requirements and prohibitions in N.C. Gen. Stat. § 14-234.

~~h.n.~~ Provide the Department with Dare County's policy addressing conflicts of interest, certify compliance with the policy, and continue to comply with the policy.

6. Department's Duties. The Department shall allocate to Dare County funds from the Shallow Draft Navigation Fund in the manner and amounts specified below.

The total amount of funds allocated under the Session Law is FIFTEEN MILLION DOLLARS (\$15,000,000.00). Once this Agreement is executed by the Parties, the Department will allocate Five Million Dollars (\$5,000,000.00) within thirty (30) calendar days. Subsequent to the first allocation, the remaining Ten Million Dollars (10,000,000.00) will be made in two (2) quarterly allocations of Five Million Dollars (\$5,000,000.00).

The Department will use the following account coding information

*Funding:*

Type of Funds	Funding Source	CFDA No.
Appropriation	North Carolina General Assembly	N/A

*Account Coding Information:*

Dollars	GL Company	GL Account	GL Center
\$15,000,000.00	1602	536990	2182

- 7. Dare County's Fiscal Year. Dare County represents that its fiscal year is from July 1 to June 30.
- 8. Availability of Funds. Allocation of funds to Dare County is subject to legislative amendment and the availability of funds in the Shallow Draft Navigation Fund. Upon execution of this Agreement, the Department will encumber \$15,000,000 for purposes of implementing the Session Law.
- 9. ~~Reversion of Funds. Any excess loan funds, including any accrued interest, shall revert back to the Office of State Budget and Management (to be credited to the Shallow Draft Navigation Fund) the Shallow Draft Navigation Fund, as set forth in the Session Law, other applicable laws, and as set forth in paragraph 5(g) of this Contract Cover.~~
- 9.10. ~~Recoupment of Funds. In the event the Private Partner defaults on the forgivable loan, Dare County must take all reasonable measures to recoup State funds from the Private Partner. Dare County must repay any and all recouped State funds, including recouped interest, to the Office of State Budget and Management (to be credited to the Shallow Draft Navigation Fund) within thirty calendar days of receiving the funds from the Private Partner. In the event the Private Partner defaults, State funds that were expended for dredge construction/design plans are not subject to recoupment, but the dredge construction/design plans must be transferred to Dare County upon the Private Partner's default. [HAD20]~~
- 10.11. Contract Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Dare County Contract Administrator	Department's Contract Administrator
Ann Daisy, Contract Administrator County of Dare PO Box 1000 954 Marshall C Collins Dr. Manteo, NC 27954 Telephone: 252-475-5628	Coley Cordeiro, Ph.D. Coastal Infrastructure Projects Manager Division of Water Resources 1611 Mail Service Center Raleigh, NC 27699-1611 Telephone: 919-707-9013
Email: ann.daisey@darenc.com	Email: Coley.Cordeiro@ncdenr.gov

- 11.12. Successors and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. Dare County may not assign its obligations or its rights to receive funds hereunder. Dare County understands and agrees that the loan provided to the Private Partner shall not relieve Dare County from any duties or responsibilities herein set forth.
- 12.13. Title VI and Other Nondiscrimination Requirements. Throughout the course of its performance hereunder, Dare County shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

~~13.14.~~ 14.14. Modifications. Modifications to this Contract Cover may only be made through written amendments ~~processed~~ approved by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

~~14.15.~~ 14.15. Choice of Law. This Agreement is governed by the laws of North Carolina and the Parties agree that the courts of North Carolina have exclusive jurisdiction and that Wake County is the exclusive venue for any legal dispute or proceedings relating to this Agreement.

~~15.16.~~ 15.16. Severability. In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall continue to be enforceable to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect.

~~16.17.~~ 16.17. Sovereign Immunity. The Department does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law.

~~17.18.~~ 17.18. Survival. Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.

~~18.19.~~ 18.19. Gratuities, Kickbacks or Contingency Fees. The Parties certify and warrant that no gratuities, kickbacks, or contingency fees are paid in connection with this Agreement, nor are any fees, commission, gifts, or other considerations made contingent upon the allocation of funds under this Agreement.

~~19.20.~~ 19.20. Lobbying. Dare County certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom Dare County or the Private Partner will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

~~20.21.~~ 20.21. Signature Warranty. The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Dare County and the Department execute this Agreement, the day and year first above written.

DARE COUNTY

NORTH CAROLINA DEPARTMENT OF  
ENVIRONMENTAL QUALITY

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Organization

By \_\_\_\_\_  
Signature

Tommy Kirby, Purchasing Director  
\_\_\_\_\_  
Printed Name and Title

Financial Services Division, Purchasing and Contracts  
Division/Section

ORIGINAL

**SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE****SECTION .0100 - ORGANIZATION AND FUNCTION****09 NCAC 03M .0101 PURPOSE**

Pursuant to G.S. 143C-6-23, the rules in this Subchapter establish reporting requirements for non-State entities that receive, hold, use, or expend State financial assistance and ensure the uniform administration of State financial assistance by all State agencies, recipients, and subrecipients. The requirements of this subchapter shall not apply to:

- (1) State financial assistance to non-State entities subject to the audit and other reporting requirements of the Local Government Commission.
- (2) Tuition assistance to students.
- (3) Public assistance payments from Federal entitlement programs to or on behalf of enrolled individuals.
- (4) State funds disbursed to a contractor as defined in this Subchapter.

*History Note: Authority G.S. 143C-6-22; 143C-6-23;  
Eff. July 1, 2005;  
Amended Eff. October 1, 2007;  
Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. April 25, 2015;  
Amended Eff. July 1, 2016.*

**09 NCAC 03M .0102 DEFINITIONS**

As used in this Subchapter:

- (1) "Agency" means every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority, or other unit of government of the State or of any county, unit, special district, or other political subdivision of state or local government.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Division of the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (4) "Contract" means a legal instrument that is used to document a relationship between the agency, and a recipient or between a recipient and subrecipient.
- (5) "Contractor" means an entity subject to the contractor requirements, as well as any entity that would be subject to the contractor requirements but for a specific statute or rule exempting that entity from the contractor requirements.
- (6) "Contractor requirements" means Article 3, 3C, 3D, 3E, 3G, or 8 of Chapter 143 of the General Statutes and related rules.
- (7) "Fiscal Year" means the annual operating year of the non-State entity.
- (8) "Financial Statement" means a report providing financial data relative to a given part of an organization's operations or status.
- (9) "Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).
- (10) "Recipient" means a non-State entity that receives State financial assistance directly from a State agency to carry out part of a State program, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For purposes of this Subchapter, "recipient" also includes a non-State entity that would be considered a "subrecipient" pursuant to 2 CFR 200.93 for Federal funds subawarded by a recipient State agency, but does not include a subrecipient as defined in Item (14) of this Rule.
- (11) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (12) "State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a recipient or subrecipient as defined in Item (10) and (14) of this Rule.
- (13) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.
- (14) "Subrecipient" means a non-State entity that receives State financial assistance from a recipient to carry out part of a State program; but does not include an individual that is a beneficiary of such program. This definition of "subrecipient" applies throughout these Rules, except as used in Item (10) of this Rule.

*History Note: Authority G.S. 143C-6-22; 143C-6-23;  
Eff. July 1, 2005;  
Amended Eff. October 1, 2007;  
Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. April 25, 2015;*



*Amended Eff. July 1, 2016.*

## SECTION .0200 - RESPONSIBILITIES OF RECIPIENTS AND SUBRECIPIENTS

### 09 NCAC 03M .0201 ALLOWABLE USES OF STATE FINANCIAL ASSISTANCE

Expenditures of State financial assistance by any recipient or subrecipient shall be in accordance with the cost principles outlined in the Code of Federal Regulations, 2 CFR, Part 200. If the State financial assistance includes federal sources, the recipient or subrecipient shall ensure adherence to the cost principles established in the Code of Federal Regulations, 2 CFR, Part 200.

*History Note: Authority G.S. 143C-6-22; 143C-6-23;  
Eff. July 1, 2005;  
Readopted Eff. July 1, 2016.*

### 09 NCAC 03M .0202 RECIPIENT AND SUBRECIPIENT RESPONSIBILITIES

A recipient or subrecipient that receives State financial assistance shall ensure that those funds are utilized for their intended purpose and shall expend those funds in compliance with requirements established by this Subchapter and their contract. Recipients and subrecipients shall:

- (1) Provide the information required by the disbursing agency in order to comply with the procedures for disbursement of funds.
- (2) Maintain reports and accounting records that support the allowable expenditure of State funds. Recipients and subrecipients shall make available all reports and records for inspection by the awarding agency, the Office of State Budget and Management, and the Office of the State Auditor for oversight, monitoring, and evaluation purposes.
- (3) Ensure that subrecipients comply with all reporting requirements established by this Subchapter and their contract and report to the appropriate disbursing entity.

*History Note: Authority G.S. 143C-6-22; 143C-6-23;  
Eff. July 1, 2005;  
Readopted Eff. July 1, 2016.*

### 09 NCAC 03M .0203 SUBGRANTEE RESPONSIBILITIES

*History Note: Authority G.S. 143C-6-22; 143C-6-23;  
Eff. July 1, 2005;  
Repealed Eff. July 1, 2016.*

### 09 NCAC 03M .0204 RESERVED FOR FUTURE CODIFICATION

### 09 NCAC 03M .0205 MINIMUM REPORTING REQUIREMENTS FOR RECIPIENTS AND SUBRECIPIENTS

(a) For the purposes of this Subchapter, there are three reporting levels established for recipients and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

(b) Agencies shall establish reporting requirements for recipients that meet the following reporting standards on an annual basis:

- (1) All recipients and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- (2) All recipients and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III recipients and subrecipients shall report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (4) Level III recipients and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

(c) All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine months after the end of the recipient's fiscal year.

(d) Agency-established reporting requirements to meet the standards set forth in Paragraph (b) of this Rule shall be specified in each recipient's contract.

(e) Unless prohibited by law, the costs of audits made in accordance with the provisions of this Rule shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

(f) Notwithstanding the provisions of this Subchapter, a recipient may satisfy the reporting requirements of Subparagraph (b)(4) of this Rule by submitting a copy of the report required under federal law with respect to the same funds.

*History Note:* Authority G.S. 143C-6-22; 143C-6-23;  
Eff. July 1, 2005;  
Readopted Eff. July 1, 2016.

## **SECTION .0300 - RESPONSIBILITIES OF THE OFFICE OF THE STATE CONTROLLER**

### **09 NCAC 03M .0301 OFFICE OF THE STATE CONTROLLER RESPONSIBILITIES**

*History Note:* Authority G.S. 143C-6-22; 143C-6-23;  
Eff. July 1, 2005;  
Amended Eff. October 1, 2007;  
Pursuant to G.S. 150B-21.3A, rule Expired May 1, 2015.

## **SECTION .0400 - RESPONSIBILITIES OF AGENCIES**

### **09 NCAC 03M .0401 AGENCY RESPONSIBILITIES**

(a) An agency that receives State funds and disburses those funds as State financial assistance to a recipient shall:

- (1) Notify each recipient, at the time the State financial assistance award is made, of the purpose of the award and the reporting requirements established in this Subchapter.
- (2) Prior to disbursing any State financial assistance:
  - (A) Register each State assistance program with the Office of State Budget and Management in the format and method specified by the Office of State Budget and Management.
  - (B) Execute a contract with the recipient that complies with the requirements of this Subchapter.
  - (C) Report each individual award to the Office of State Budget and Management in the format and method specified by the Office of State Budget and Management.
  - (D) Follow the procedures for disbursement of State financial assistance.
- (3) Develop compliance supplement reports that describe standards of compliance and audit procedures to give direction to independent auditors. This report shall be provided to the State and Local Government Finance Division in the North Carolina Department of State Treasurer for inclusion in the North Carolina State Compliance Supplement.
- (4) Develop a monitoring plan for each State assistance program the agency oversees and submit the plan to the Office of State Budget and Management for approval.
- (5) Perform monitoring and oversight functions as specified in agency monitoring plans to ensure that State financial assistance is used for authorized purposes in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved.
- (6) Ensure that State financial assistance is spent consistent with the purposes for which it was awarded.
- (7) Determine that reporting requirements have been met by the recipient and that all reports have been completed and submitted in accordance with the recipient's contract.
- (8) Monitor compliance by recipients with all terms of a contract. Upon determination of noncompliance the agency shall take appropriate action as specified in Section .0800 of this Subchapter.
- (9) Require agency internal auditors to conduct periodic audits of agency compliance with requirements of this Subchapter.
- (10) Provide all requested documentation when subject to an audit of compliance with the requirements of this Subchapter. Audits may be conducted by the Office of State Budget and Management, the Office of the State Auditor, or the agency's internal auditor.

(b) Each recipient shall ensure that subrecipients have complied with the applicable provisions of this Subchapter. Failure to comply with such provisions shall be the basis for an audit exception.

*History Note:* Authority G.S. 143C-6-22; 143C-6-23;  
Eff. July 1, 2005;  
Readopted Eff. July 1, 2016.

**SECTION .0500 - RESPONSIBILITIES OF THE OFFICE OF THE STATE AUDITOR****09 NCAC 03M .0501 OFFICE OF THE STATE AUDITOR RESPONSIBILITIES**

*History Note:* Authority G.S. 143C-6-22; 143C-6-23;  
 Eff. July 1, 2005;  
 Repealed Eff. July 1, 2016.

**SECTION .0600 - RESPONSIBILITIES OF THE OFFICE OF STATE BUDGET AND MANAGEMENT****09 NCAC 03M .0601 OFFICE OF STATE BUDGET AND MANAGEMENT RESPONSIBILITIES**

The Office of State Budget and Management shall:

- (1) Provide guidelines to agencies for developing monitoring plans and establishing reporting processes that meet the requirements established in this Subchapter.
- (2) Maintain a Suspension of Funding list readily accessible to any interested party that identifies any recipient found in noncompliance with the requirements of this Subchapter or the terms of their contract. This list shall serve as notice to other agencies that no further State financial assistance shall be provided to that recipient until they are removed from the list.
- (3) Periodically audit State agencies to ensure compliance with requirements set forth in Section .0400 of this Subchapter.
- (4) Upon notification from a disbursing agency that a recipient is no longer noncompliant with the requirements set forth in Section .0200 of this Subchapter, validate that all such noncompliance has been corrected prior to the removal of that recipient from the Suspension of Funding listing. A recipient may appeal to the Office of State Budget and Management to be removed from the Suspension of Funding list if they believe they have been suspended in error. Once removed from the Suspension of Funding list, the recipient is eligible for current and future State financial assistance.
- (5) Take appropriate administrative action when the Director of the Budget finds that the recipient has spent or encumbered State funds for an unauthorized purpose, including ensuring allegations of criminal violations are reported to the Attorney General and the State Bureau of Investigation by the disbursing agency.
- (6) If the funds are a pass-through of funds awarded by an agency of the United States, consult with the awarding agency of the United States and the State agency that is the recipient of the pass-through funds prior to taking actions authorized by this Subchapter.

*History Note:* Authority G.S. 143C-6-22; 143C-6-23;  
 Eff. July 1, 2005;  
 Readopted Eff. July 1, 2016.

**SECTION .0700 - CONTRACTING, MONITORING, AND OVERSIGHT****09 NCAC 03M .0701 GRANT DOCUMENTATION**

*History Note:* Authority G.S. 143C-6-22; 143C-6-23;  
 Eff. July 1, 2005;  
 Repealed Eff. July 1, 2016.

**09 NCAC 03M .0702 SUBORDINATION OF OTHER CONTRACTS AGREEMENTS**

No contract agreements shall act to eliminate or diminish the requirements contained in this Subchapter.

*History Note:* Authority G.S. 143C-6-22; 143C-6-23;  
 Eff. July 1, 2005;  
 Readopted Eff. July 1, 2016.

**09 NCAC 03M .0703 REQUIRED CONTRACT PROVISIONS**

Prior to receiving State financial assistance, the recipient shall sign a contract with the agency that shall contain the obligations of both parties. Prior to disbursing any State financial assistance, each agency shall sign a contract with the recipient requiring compliance with the rules in this Subchapter. The requirements of this Rule shall also be applicable to all subrecipient relationships. Each contract agreement shall contain:

- (1) A specification of the purpose of the award, services to be provided, objectives to be achieved, and expected results;
- (2) The source of funds (such as federal or state) must be identified, including the CFDA number and percentages of each source where applicable.

- (3) Account coding information sufficient to provide for tracking of the disbursement through the disbursing agency's accounting system.
- (4) Agreement to maintain all pertinent records for a period of five years or until all audit exceptions have been resolved, whichever is longer.
- (5) Names of all parties to the terms of the contract. For the recipient or subrecipient, each contract shall contain the employer/tax identification number, address, contact information, and the recipient's or subrecipient's fiscal year end date.
- (6) Signatures binding all parties to the terms of the contract.
- (7) Duration of the contract, including the effective and termination dates.
- (8) Amount of the contract and schedule of payment(s).
- (9) Particular duties of the recipient.
- (10) Required reports and reporting deadlines.
- (11) Provisions for termination by mutual consent with 60 days written notice to the other party, or as otherwise provided by law.
- (12) A provision that the awarding of State financial assistance is subject to allocation and appropriation of funds to the agency for the purposes set forth in the contract.
- (13) Provision that requires reversion of unexpended State financial assistance to the agency upon termination of the contract.
- (14) A provision that requires compliance with the requirements set forth in this Subchapter, including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- (15) A clause addressing assignability and subcontracting, including the following:
  - (a) The recipient or subrecipient is not relieved of any of the duties and responsibilities of the original contract.
  - (b) The subrecipient agrees to abide by the standards contained in this Subchapter and to provide information in its possession that is needed by the recipient to comply with these standards.

*History Note:* Authority G.S. 143C-6-22; 143C-6-23;  
Eff. July 1, 2005;  
Readopted Eff. July 1, 2016.

#### **09 NCAC 03M .0704 GRANT MONITORING AND EVALUATION**

*History Note:* Authority G.S. 143C-6-22; 143C-23;  
Eff. July 1, 2005;  
Repealed Eff. July 1, 2016.

#### **SECTION .0800 - SANCTIONS**

##### **09 NCAC 03M .0801 NONCOMPLIANCE WITH RULES**

- (a) An agency shall not disburse any State financial assistance to an entity that is on the Suspension of Funding list.
- (b) When a non-State entity does not comply with the requirements of this Subchapter, the agency shall take measures to ensure that the requirements are met, including:
  - (1) Communicating the requirements to the non-State entity.
  - (2) Requiring a response from the non-State entity upon a determination of noncompliance.
  - (3) Suspending payments to the non-State entity until the non-State entity is in compliance.
- (c) When an agency discovers evidence of management deficiencies or criminal activity leading to the misuse of funds, the agency shall notify the Office of State Budget and Management and take the appropriate action or actions, such as:
  - (1) Suspend payments until the matter has been fully investigated and corrective action has been taken.
  - (2) Terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures.
  - (3) Report possible violations of criminal statutes involving misuse of State property to the State Bureau of Investigation, in accordance with G.S. 143B-920.
- (d) Upon determination of noncompliance with requirements of the contract that are not indicative of management deficiencies or criminal activity, the agency shall give the recipient or subrecipient 60 days written notice to take corrective action. If the recipient or subrecipient has not taken the appropriate corrective action after the 60-day period, the disbursing agency shall notify the Office of State Budget and Management and take the appropriate action or actions, such as:
  - (1) Suspend payments pending negotiation of a plan of corrective action.
  - (2) Terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures.
  - (3) Offset future payments with any amounts improperly spent.
- (e) Each disbursing agency shall ensure that recipients and subrecipients have complied with the applicable provisions of this Subchapter.

(f) Agencies are subject to audit for compliance with the requirements of this Subchapter by the Office of State Budget and Management, the Office of the State Auditor, and agency internal auditors. Any finding of noncompliance by an agency shall be reported to the Office of State Budget and Management to take appropriate action, as set forth in this Rule.

(g) The Office of State Budget and Management shall notify the agency of the finding and provide 60 days to take corrective action. After the 60-day period, the Office of State Budget and Management shall conduct a follow-up audit to determine if appropriate corrective action has been taken. If an awarding agency fails to take appropriate corrective action or is repeatedly found to be out of compliance with the requirements of this Subchapter, the Office of State Budget and Management shall notify the head of the agency and the State Auditor of the finding.

*History Note:* Authority G.S. 143C-6-22; 143C-6-23;  
Eff. July 1, 2005;  
Readopted Eff. July 1, 2016.

#### **09 NCAC 03M .0802 RECOVERY OF STATE FUNDS**

(a) The disbursing agency shall take appropriate administrative action to recover State financial assistance in the event a recipient or subrecipient:

- (1) Is unable to fulfill the obligations of the contractual agreement.
- (2) Is unable to accomplish the purposes of the award.
- (3) Is noncompliant with the reporting requirements.
- (4) Has inappropriately used State financial assistance.

(b) The disbursing agency shall seek the assistance of the Attorney General in the recovery and return of State financial assistance if legal action is required.

(c) Any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the use of State financial assistance shall be reported by the agency to the Office of State Budget and Management, the Attorney General, and the State Bureau of Investigation.

*History Note:* Authority G.S. 143C-6-22; 143C-6-23;  
Eff. July 1, 2005;  
Readopted Eff. July 1, 2016.



*Purchase of Property at 47013 Buxton Back Rd. Capital Project Ord. & Reimbursement Resolution*

**Description**

Attached is a Purchase Agreement in the amount of \$320,000 for acquisition of a parcel located at 47013 Buxton Back Road in Buxton, NC, which is adjacent to the County's Transfer Station.

The attached agreement sets forth the terms of the sale.

**Board Action Requested**

Approval & Authorize Manager to execute all necessary documents and adopt the enclosed Capital Project Ordinance & Revised Reimbursement Resolution for Series 2019 Limited Obligation Bonds

**Item Presenter**

Robert Outten, County Manager

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (Commercial)**

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between **Dare County**, ("Buyer"), and **Jarvis Lee Williams and Donna D. Williams**, ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Terms and Definitions:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** 47013 Buxton Back Road, Buxton NC, being all of the properties described in Deed Book 1646 Page 0113 of the Dare County Registry and shown on that plat recorded in PL: A SL 228 of the Dare County Registry, and (For information purposes, the tax parcel number of the Properties are: 017012000 and 017012001) together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, located therein.

\$320,000.00 (b) **"Purchase Price"** shall mean the sum of Three hundred Twenty Thousand and 00/100 Dollars , payable on the following terms:

\$N/A (i) **"Earnest Money"** shall mean N/A Dollars or terms as follows: \_\_\_\_\_

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with \_\_\_\_\_ (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: \_\_\_\_\_)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$N/A (ii) **Proceeds of a new loan** in the amount of N/A Dollars for a term of \_\_\_\_\_ years, with an amortization period not to exceed \_\_\_\_\_ years, at an interest rate not to exceed \_\_\_\_\_ % per annum with mortgage loan discount points not to exceed \_\_\_\_\_ % of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$N/A (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of \_\_\_\_\_ Dollars being payable over a term of \_\_\_\_\_ years, with an amortization period of \_\_\_\_\_ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum in the amount of \$ \_\_\_\_\_, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If

**the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

\$N/A

(iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ \_\_\_\_\_ and evidenced by a note bearing interest at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum, and a current payment amount of \$ \_\_\_\_\_. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender’s approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender’s decision. Approval must be granted on or before \_\_\_\_\_. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, **time being of the essence**. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing

\$320,000.00

(v) **Cash, balance of Purchase Price**, at Closing in the amount of Three Hundred Twenty Thousand and 00/100 Dollars.

(c) **“Closing”** shall mean the date and time of recording of the deed. Closing shall occur on or before August 2, 2019 or such other time as agreed by the parties.

(d) **“Contract Date”** means the date this Agreement has been fully executed by both Buyer and Seller.

(e) **“Examination Period”** shall mean the period beginning on the Contract Date and extending through July 19, 2019. **TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

(f) **“Broker(s)”** shall mean:

N/A (“Listing Agency”),  
\_\_\_\_\_ (“Listing Agent” – License # \_\_\_\_\_)

Acting as:  Seller’s Agent;  Dual Agent

and \_\_\_\_\_ (“Selling Agency”),  
\_\_\_\_\_ (“Selling Agent”- License # \_\_\_\_\_)

Acting as:  Buyer’s Agent;  Seller’s (Sub)Agent;  Dual Agent

(g) **“Seller’s Notice Address”** shall be as follows: **PO Box 804  
Buxton, NC 27920**

except as same may be changed pursuant to Section 12.

(h) **“Buyer’s Notice Address”** shall be as follows: **PO Box 1000  
Manteo, NC 27959  
Attention County Manager**



except as same may be changed pursuant to Section 12.

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), transfer taxes, any deferred or rollback taxes, and other conveyance fees or taxes required by law.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement

Each party shall pay its own attorney's fees.

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies, surveys and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

**Section 5. Evidence of Title:** Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before N/A, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said

noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

**Section 7. Leases (Check one of the following, as applicable):**

Seller affirmatively represents and warrants that there **are no Leases** (as hereinafter defined) affecting the Property.

Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not -"Leases") and the following provisions are hereby made a part of this Agreement. **None**

(a) All Leases shall be itemized on **Exhibit B: None**

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein: **None**

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as

Buyer may reasonably request.

**Section 8. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 10. Earnest Money Disbursement:** In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

**Section 11. Closing:** At Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at Closing, unless otherwise agreed herein.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

**Section 13. Entire Agreement:** This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

**Section 14. Enforceability:** This Agreement shall become a contract when a signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any). :

NONE

**Note:** For purposes of this Agreement, a “confirmed” special assessment is defined as an assessment that has been approved by a governmental agency or an owners’ association for the purpose(s) stated, whether or not it is fully payable at time of closing. A “pending” special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners’ association assessments and all governmental assessments confirmed as of the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any. Seller represents that the regular owners’ association dues, if any, are \$ None per \_\_\_\_\_.

(b) **Compliance:** To Seller’s actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

**Section 18. Assignment:** This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

**Section 21. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

**Section 22. Brokers:** Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

**EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an “exterior insulating and finishing system” commonly known as “EIFS” or “synthetic stucco”. Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE

FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

**SELLER:**

\_\_\_\_\_  
Jarvis Lee Williams

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

\_\_\_\_\_  
Donna D. Williams

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

**BUYER:**

Dare County \_\_\_\_\_  
(Name of Entity)

By: \_\_\_\_\_

Name: Robert L Outten \_\_\_\_\_

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

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

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**The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.**

N/A \_\_\_\_\_  
(Name of Firm)

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

By: \_\_\_\_\_

**County of Dare, North Carolina  
Capital Project Ordinance  
for  
Series 2019 LOBs**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted for the planned Series 2019 Limited Obligation Bonds:

Section 1 This ordinance is to establish a budget for the property purchase of 47013 Buxton Back Road, Buxton, NC, parcel #017012000, approved by the Board on June 3, 2019. This ordinance amends the capital project ordinances adopted September 18, 2017, August 6, 2018, January 22, 2019, and February 4, 2019. The approved purchase price is \$320,000 and \$5,000 is added for closing costs.

Section 2 The following budget shall be conducted within the Capital Projects Fund (fund #61).

Section 3 The following amounts are changed as indicated for appropriations for the projects:

Buxton Property – Land&Bldng Purchase	615490-737101-60341	\$325,000	increase
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Section 4 The following revenues are anticipated to be available to complete the projects as changed or added below:

Debt Proceeds S2019 LOBs Property	613090-470318-98726	\$325,000	increase
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Section 5 After this amendment, the following amounts will have been budgeted for the S2019 LOBs to date:

COA	\$110,000	
Animal Shelter	\$280,540	
Manteo property & renovations	\$1,000,000	
Buxton property	\$325,000	
Total		\$1,715,540

Section 5 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

Section 6 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to the Board of Commissioners.

Adopted this 3<sup>rd</sup> day of June, 2019.

\_\_\_\_\_  
Chairman, Board of Commissioners

[SEAL]

\_\_\_\_\_  
Gary L. Gross, Clerk to the Board of Commissioners

**EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS**

A regular meeting of the Board of Commissioners of the County of Dare, North Carolina, was duly held on June 3, 2019 at 9:00 a.m. in the County Board of Commissioners’ Meeting Room, 954 Marshall C. Collins Drive, Manteo, North Carolina. Chairman Robert Woodard presiding.

The following members were present:

The following members were absent:

\* \* \* \* \*

Commissioner \_\_\_\_\_ moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted:

**RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA  
DECLARING THE INTENT OF THE COUNTY OF DARE, NORTH  
CAROLINA TO REIMBURSE ITSELF FOR CAPITAL  
EXPENDITURES FROM THE PROCEEDS OF CERTAIN TAX-  
EXEMPT OBLIGATIONS**

**WHEREAS**, the Board of Commissioners of the County of Dare, North Carolina (“*County*”) has determined that it is in the best interests of County to proceed with the following projects: (1) construction of a new building for the College of the Albemarle, (2) renovation of existing facilities on the College of the Albemarle Russell Twiford campus, (3) construction and renovation of facilities for the Department of Health and Human Services, (4) construction of an animal shelter, (5) purchase of land and buildings contiguous to Manteo Elementary School and renovation of those facilities and (6) purchase of land and building at 47013 Buxton Back Road, Buxton NC (collectively, the “*Projects*”);

**WHEREAS**, the County presently intends, at one time or from time to time, to finance all or a portion of the costs of the Projects with proceeds of tax-exempt obligations and reasonably expects to cause to be executed and delivered tax-exempt obligations (the “*Obligations*”) to finance, or to reimburse itself for, all or a portion of the costs of the Projects; and

**WHEREAS**, the County desires to proceed with some or all of the Projects and will incur and pay certain expenditures in connection with the Projects prior to the date of execution and delivery of the Obligations (the “*Original Expenditures*”), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the County intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered at a date occurring after the dates of such Original Expenditures;

***NOW, THEREFORE, BE IT RESOLVED*** by the Board of Commissioners of the County of Dare, North Carolina as follows:

Section 1. ***Official Declaration of Intent.*** The County presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The County reasonably expects to execute and deliver the Obligations to finance all or a portion of the costs of the Projects and the maximum principal amount of Obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the Projects is approximately \$16,550,000, a current estimate of which is further broken out for the Projects on Exhibit A to this Resolution.

Section 2. ***Compliance with Regulations.*** The County adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County's intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the County, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the Original Expenditures incurred and paid by the County in connection with the Projects during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligations.

Section 4. ***Effective Date.*** This Resolution shall become effective immediately upon the date of its adoption.



**EXHIBIT A**

**PRELIMINARY PROJECT AMOUNTS**

<u>College of the Albemarle</u>		
New construction	\$7,500,000	
Renovations at Russell Twiford campus	<u>\$1,000,000</u>	
Total		\$8,500,000
Less bonds funds from State of NC		<u>(\$1,500,000)</u>
Net amount for debt		\$7,000,000
<u>Dare County Department of Health &amp; Human Services</u>		
New construction – consolidation of buildings		\$4,850,000
<u>Dare County Animal Shelter</u>		
New construction		\$3,000,000
<u>Property and Buildings at 711 and 715 N. Highway 64/264, Manteo</u>		
Purchase and land and buildings	\$712,500	
Renovation costs	<u>\$287,500</u>	
Total amount for debt		\$1,000,000
<u>Property at 7013 Buxton Back Road, Buxton NC</u>		
Purchase of land and building		<u>\$325,000</u>
Preliminary grand total for debt		\$16,547,025

STATE OF NORTH CAROLINA            )  
  )  
COUNTY OF DARE                        )        SS:

I, Gary L. Gross, Clerk to the Board of Commissioners of the County of Dare, North Carolina, *DO HEREBY CERTIFY*, as follows:

1.       A regular meeting of the Board of Commissioners of the County of Dare, a political subdivision of the State of North Carolina, was duly held on June 3, 2019, proper notice of such meeting having been given as required by North Carolina statute, and minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of said Board of Commissioners.

2.       I have compared the attached extract with said minutes so recorded and said extract is a true copy of said minutes and of the whole thereof insofar as said minutes relate to matters referred to in said extract.

3.       Said minutes correctly state the time when said meeting was convened and the place where such meeting was held and the members of said Board who attended said meeting.

*IN WITNESS WHEREOF*, I have hereunto set my hand and have hereunto affixed the corporate seal of said County, this \_\_\_ day of June, 2019.

(SEAL)

\_\_\_\_\_  
GARY L. GROSS  
Clerk to the Board of Commissioners  
County of Dare, North Carolina



*Public Hearing - Manager's Proposed Budget*

**Description**

At the May 20, 2019 meeting, the Dare County Board of Commissioners received a presentation on the Manager's Proposed Budget for Fiscal Year 2020.

Following the Manager's presentation, the Board voted to schedule a Public Hearing on the budget for 10:00 a.m., Monday, June 3, 2019.

The proposed budget is available for public review on the Dare County website at [www.darenc.com](http://www.darenc.com).

**Board Action Requested**

Conduct a Public Hearing on the budget and take appropriate action

**Item Presenter**

County Manager, Robert Outten



*Consent Agenda*

**Description**

1. Approval of Minutes (05.20.19)
2. Juvenile Crime Prevention Certification Standards & County Funding Plan for 2019/2020
3. Water Tower Lease Rate Amendments

**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

P.O. Box 1000 | Manteo, NC 27954

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**5:00 p.m., May 20, 2019**

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

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, Cheryl Anby and retiring Clerk 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).

At 5:02 p.m., Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Keith Dey from Emmanuel Lutheran Church to share a prayer, and then he led the Pledge of Allegiance to the flag. Cheryl Anby was introduced as the new Clerk to the Board who was attending the meeting along with soon to be retiring Clerk Gary Lee Gross.

Note – some agenda items were handled out of sequential order to accommodate the time specific Public Hearing scheduled for 5:30 p.m. During the meeting, several agenda items involved public comment and each speaker's position has been summarized. Attempts have been made to accurately reflect the spelling of each name as spoken at the podium or based on the legibility of the sign-in sheet.

#### **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 –

- Reported on a recent Mayors Roundtable event where the Chairman, along with Nags Head Mayor Ben Cahoon and other regional Mayors, met with Secretary Regan from the NC Department of Environmental Quality in opposition of offshore drilling. Chairman Woodard emphasized that he supports energy independence for the United States, but strongly feels there are better ways to achieve this than drilling off our valuable coastline.
- Commented on the annual meeting of the Cape Hatteras Electric Cooperative and expressed gratitude for the great work they do.

- Announced that he will be participating in the group known as “Outer Banks Forever” that has been formed to partner and support the National Parks of the Outer Banks.

## **ITEM 2 – PUBLIC COMMENTS**

At 5:13 p.m., the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which can be viewed in their entirety in a video on the County website –

*The following comments were made in Manteo –*

1. Stephen Piper spoke against the proposed oyster lease noting that it is inherently unsafe with other preexisting recreational uses and displayed a video.
2. Trisha Midgett echoed the remarks of Mr. Piper and added that she loves commercial fishing, but just not so close to the shoreline.
3. Michael Milter explained that he works as a Realtor on Hatteras Island and stated that he is opposed to oyster farming in the location that is proposed.
4. Ashley King reminded that people travel here for kiteboarding and other recreational activities. She said an oyster lease so close to the shoreline would cause harm.
5. Courtney Shearer added her voice in opposition of the proposed oyster lease that was described off the Hatteras Island shoreline.
6. Jeff Malarney, on behalf of the Wind Over Waves development, spoke against the oyster lease noting that it could set a precedent and impact other important shorelines.
7. Dan Johnson, who said he holds a commercial fishing license & supports oyster farms, voiced opposition to this particular site based on conflict with an established use.
8. Trip Forman, described in detail the dangers associated with an oyster lease being so close to the area that is heavily used by kiteboarders and other recreational users.
9. John Robbins, an owner of property in Wind Over Waves, outlined the location of the proposed oyster lease and advised that it needs to be further off the shoreline.
10. Tom Aoratice advised that oyster farming is good, but not in the location proposed. He agreed that this issue raises a dangerous precedent as others have said.
11. Johnnie Robbins described the importance of the recreational water corridor along the shoreline and said aquaculture is good, but not in the location that is proposed.
12. Ryan Gentry, the applicant for the oyster lease, provided details explaining why his proposed oyster operation will not deter, interfere, or conflict with recreational users.
13. Crouse Gray, as attorney for Wind Over Waves, advised that the best solution is simply to move the lease to a site where there is no recreational conflict.
14. Breynn Bailey asked the Board to take into consideration that construction for the Jug Handle Bridge has already had an impact on watersport activities.

*There were no comments made in Buxton –*

The County Manager closed Public Comments at 5:58 p.m.

Chairman Woodard explained that following the last Board meeting the County contacted the Division of Marine Fisheries based upon receiving additional information about the proposed oyster lease. He then invited Commissioners to address the issue - - -

Commissioner House provided background information about the resolution that was taken to the public meeting held by the Division of Marine Fisheries (DMF). He said after the Board took action, fuzziness developed concerning this issue and reported on talks that he and others then had with the applicant, Mr. Gentry. Commissioner House noted that the Board of Commissioners has no authority over shell fish leases since it is a responsibility of the State. Commissioner Tobin recommended keeping the original resolution in place that was adopted by the Board and noted that other oyster sites are available that will not cause interference. Commissioner Ross & Vice Chairman Overman voiced agreement with Commissioner Tobin. Commissioner Bateman explained that he walked the area and talked with DMF and supports the resolution noting that 100 feet is too close to a shoreline and maybe it should be further. Commissioner Couch said his heart is with the local people although what Mr. Gentry said resonates with him favoring pulling the resolution. Vice Chairman Overman reported on his visit to the region where he observed firsthand the extent of recreational use of the area. He said there is a need for all users to peacefully coexist. Commissioner Tobin noted that the State of North Carolina has conflicting statutes and there is a need for the Legislature to get statutes written so that DMF and CAMA agree on setbacks.

Chairman Woodard agreed that the need to have legislators address this as outlined in the resolution that was adopted by the Board. He said because the proposed oyster lease is too close to the shoreline and incompatible with preexisting recreational use, he recommended that the Board stand by the resolution that was adopted at the previous meeting.

**RECESS: 6:21 p.m. – 6:32 p.m.**

**ITEM 3 – PROCLAMATION – OLDER AMERICANS MONTH**

Commissioner Ross presented a proclamation from the Albemarle Commission Area Agency on Aging declaring May as Older Americans Month. The proclamation encourages older adults and their communities to connect with friends, family, and services that support participation and to engage in activities promoting learning, health, and personal enrichment.

**MOTION**

Vice Chairman Overman motioned to issue the proclamation as presented.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 4 – RESOLUTION REQUESTING 2 ROANOKE ISLAND MULTI-USE PATHS (Att. #1)**

Erin Rexin, on behalf of the Roanoke Island Trails Program, asked the Board to adopt a resolution asking the Albemarle Regional Planning Organization (RPO) to include in its future planning the construction of two (2) multi-use paths on Roanoke Island. She described the



need for a multi-use path on Highway 345 from Highway 64 to the village of Wanchese, and cited the need for a pathway on Airport Road from Highway 64 to the Aquarium.

**MOTION**

Commissioner House motioned to approve the resolution as presented.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 5 – CRMP INC. – REQUEST TO AMEND CONDITIONAL USE PERMIT 3-2014**

This agenda item was handled as a quasi-judicial proceeding. Prior to offering testimony, each speaker was duly sworn by the Clerk. At 6:52 p.m., the Board invited people to speak on this issue. The Manager outlined the procedure for making sworn testimony in Manteo and via the video link to the Fessenden Center Annex in Buxton.

Prior to public testimony, Planning Director Donna Creef outlined a request from CRMP Inc. to amend their Conditional Use Permit (CUP) to extend the hours of operation at their concrete plant in the Village of Waves. She explained that CRMP seeks to extend their hours of operation from the previously approved Monday through Friday from 8:00 a.m. to 5:00 p.m. to the proposed hours of 3:00 a.m. to 5:00 p.m. for any three days Monday to Friday. She reported that 13 people spoke against the request at the Planning Board, which voted to recommend denial of the extended hours of operation.

Representatives of the applicant (CRMP) were given the opportunity to speak followed by members of the community who spoke in opposition of extending the hours. There were no time limits imposed on any speaker, and each side was allowed to present audiovisual information including powerpoint presentations and videos.

Following is a summary of extensive remarks that were made over the course of 2.4 hours (144 minutes), which can all be viewed in their entirety in a video on the County website –

*The following sworn comments were made in Manteo –*

1. Starkey Sharp, as the Attorney for the applicant, outlined the case for extending the hours noting that there are important issues related to the delivery of concrete for the bridge such as time, temperature, humidity, and wind. He introduced Mr. Holmes, the project engineer with Flatiron and asked him to brief the Board in detail.
2. Ted “Ed” Holmes, a Professional Engineer, gave a comprehensive PowerPoint presentation covering the issues identified by Mr. Sharp. During and following his presentation Mr. Holmes answered extensive questions from Commissioners. In responding to Commissioner questions, Mr. Holmes made the following key points –
  - o There was no place onsite in the current easement for a portable batch plant.
  - o The issue is the longer geographical distance to the applicant’s Nags Head plant.
  - o Although concrete can be put “to sleep”, its future cannot then be predicted.
  - o The availability of local expertise to use technology such as liquid nitrogen.
  - o We are striving for optimal conditions. Later in the morning is problematic.
  - o The bridge will be notably better if concrete is delivered in early morning hours.
  - o Getting Fish & Wildlife permission for an alternate site would be time consuming.

3. Thomas Sawyer, on behalf of the applicant, addressed Commissioner questions about the source of concrete that was used for construction of the Richard Etheridge Bridge.
4. Pablo Hernandez, an engineer with NCDOT, was asked to address questions about NCDOT's concrete specifications for bridge projects. He said it is the responsibility of contractors to take into account variabilities, such as weather and wind speed. He added that concrete delivered at specification will result in a bridge having the useful life for which it is engineered.
5. Jonathan Smith, an Industrial Hygienist, provided testimony and additional PowerPoint slides about a baseline community noise exposure assessment that Terracon was asked to perform at the concrete plant in Waves, NC. He gave a detailed report about decibel measurements that were taken and showed a map of where they were obtained. He reported that the decibel levels, the highest of which was 66.5, are about the same as normal conversation and not hazardous. Mr. Smith answered Commissioner questions about when readings were taken and whether the sound level generated by multiple trucks was determined and what the impact would be.

At this point in the proceeding, Attorney Starkey Sharp emphasized that his client (CRMP) can work with the conditions that have been imposed by the Board and they will deliver concrete so that the bridge can and will be built, however, it will be a better bridge if early morning hours are allowed. Mr. Sharp added that his client is willing to listen and discuss different locations and hours and expressed a willingness to look at other alternatives.

Next, the following citizens spoke, all of whom were sworn, and opposed extending hours –

6. Anne Vroman warned of the negative impact that noise at 3:00 a.m. would have on tourism. She said this would result in unfavorable reviews on social media, which would result in economic loss. She said the applicant needs to deal with the hours that have been established. Ms. Vroman said 3:00 a.m. hours would be detrimental to her health and questioned whether the noise measurements were taken above the height of the wall, which is where her bedroom is located.
7. Natalie McIntosh outlined in detail the large number of local workers, most of whom work at multiple jobs involving all hours of the day and night, that would be negatively impacted by 3:00 a.m. hours. She said the successful completion of the bridge is not dependent on these hours.
8. Donna Peele gave a detailed description of her involvement with properties that provide workforce housing for the many people who staff a variety of local businesses. She asked the Board to deny the amendment because the original CUP in 2014 adequately provided for all the bridges under consideration for Hatteras Island.
9. Jason Forrest cited in detail the importance of tourism, which generates more than \$1.1 billion annually, supports at least 13,000 local jobs, and generates over \$102 million in state and local tax revenue. He displayed a video that included footage of the concrete plant in operation & warned of the disastrous impact of 3:00 a.m. hours.

10. Susan Yan spoke on behalf of property owners who live behind the concrete plant, many of whom, like her, moved to Hatteras Island for its beauty. She also spoke on behalf of non-resident property owners and warned of the impact that earlier hours, which could go on for over a year, might have on tourism. Ms. Yan cited the need for employees and children to get sleep. She asked the Board to deny the amendment and recommended that other options such as liquid nitrogen be used.
11. John Robbins said the applicant should have pursued other location options some time ago. He reported that in San Diego they use liquid nitrogen with concrete and this technology was available before the applicant bid on the bridge project. Mr. Robbins noted that Trip Forman and the tourism related businesses he operates have been good stewards of Hatteras Island and have changed things for the better. He urged the Board not to extend the hours of operation for the concrete plant.
12. Thomas Koqut, on behalf of employees in the area, said the extended hours would have an adverse change on many families. He informed the Board that there are many times when the applicant operates the concrete plant before the approved 8:00 a.m. start time that is already in place. He asked what happens if they start work early and end later than authorized, who do we call?
13. Shondra Rutledge said she wanted to echo the comments that were previously made in opposition of extended hours. She described where she lives and explained that, if approved, this will hurt her financially and emotionally.
14. Trip Forman, a co-founder of REAL Watersports, Watermen's Retreat and Watermen's Bar & Grill, gave a detailed report on how the extended hours would harm those who live near the concrete plant or come to the area from all over the world for their vacation. He explained how this would disrupt people's sleep patterns, which would contribute to poor work performance by employees and raise serious safety concerns. Mr. Forman gave his perspective on the distance involved with transporting concrete from Nags Head, which he said results in a maximum of 12 additional minutes of travel time compared to the south end of the big bridge. He also presented a letter from Matt Nuzzo opposing the request for early hours.

*The following sworn comments were made in Buxton –*

15. Caroline Gray urged the Board to stay with the existing 8:00 a.m. to 5:00 p.m. hours by describing her involvement with a local campground and small rental house. She said the request for 3:00 a.m. hours is outrageous and challenged the claims made by the applicant that the noise generated by the operation compares to normal conversation.

The County Manager closed the testimony period at 9:16 p.m.

Following testimony from the applicant and citizens, remarks were made by Commissioners –

Commissioner Tobin cited the need to find common ground and said he understood the position of the applicant, NCDOT, and the impact on the tourism industry. Commissioner Ross said he was leaning toward not extending the hours, but is open to ideas for a creative solution. Commissioner House recalled that it was a hurdle getting the original CUP approved and the contractors knew the operating parameters when they submitted their bids. Vice Chairman Overman said that based on where the concrete plant is located he is against extended hours, but is willing to look at other alternatives. Commissioner Bateman agreed that he is not in favor of extended hours, but is open minded on another location. Commissioner Couch noted that the local residents have spoken loud and clear and he is not in favor of extending the original CUP. Chairman Woodard reminded that it was a difficult process back in 2014 to allow the 8:00 a.m. to 5:00 p.m. hours and although he wants the best possible product for building the bridge, he cannot support the request for 3:00 a.m. hours. He voiced hope that some common ground can be found, but cautioned that even at an optional site, 3:00 a.m. operating hours may not be warranted.

**MOTION**

Vice Chairman Overman motioned to deny the request to amend CUP 3-2014 to allow the hours of operation of 3:00 a.m. to 5:00 p.m. on any three days Monday to Friday as recommended by the Planning Board on April 8, 2019.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**RECESS: 9:26 p.m. – 9:41 p.m.**

**ITEM 6 – PRESENTATION OF THE MANAGER'S 2020 BUDGET**

Mr. Outten presented the 2020 Manager's recommended budget that included a General Fund of \$108,729,619 with the total of all funds being \$168,817,454. The County Manager gave a detailed PowerPoint presentation that included long term capital planning and details on the Capital Investment Fund. He also addressed economic development including the Board's partnership with the Chamber of Commerce and the Board's ongoing commitment to beach nourishment and workforce housing. Mr. Outten summarized budget provisions for education and outlined revenue projections. He explained that the budget maintains the current level of County services with no property tax rate changes.

**MOTION**

Commissioner Couch motioned to set a Public Hearing for 10:00 a.m., June 3, 2019 and instruct the Clerk to publish the notice.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

Following the presentation of the budget, the Manager outlined a budget change list request from the Elections Board regarding Elections Board member compensation, which he said could be accommodated with approval by the Board of Commissioners.

**MOTION**

Vice Chairman Overman motioned to approve the change list item pertaining to Election Board compensation as outlined by the County Manager.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 7 – CLOSED SESSION**

Chairman Woodard asked for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege; and NCGS 143-318.11(a)(5) concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract or proposed contract, for the acquisition of real property by purchase, option, exchange, or lease in the matter of the parcel adjoining the Buxton Transfer Station; and to approve the minutes of the last Closed Session.

**MOTION**

Commissioner House motioned to go into Closed Session pursuant to the provisions of the North Carolina General Statutes cited by the County Manager.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

At 10:25 p.m., Commissioners exited the room to meet in Closed Session. They reconvened at 10:59 p.m. and Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes, consulted with the County Attorney, discussed a real estate matter involving a parcel adjoining the Buxton Transfer Station, and took no action.

**ITEM 8 – CONTRACT FOR DARE COUNTY DREDGE VESSEL**

Mr. Outten summarized work that has been done preparing documents pertaining to a dredge vessel for Dare County. After the Manager's explanation, the following motion was made –

**MOTION**

Commissioner House motioned to approve the documents for the dredge vessel and authorize the County Manager to make changes as necessitated during discussions with the State regarding the State contract.

Commissioner Tobin and Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

In order to accommodate the time specific Public Hearing on the request to fill a ditch, Chairman Woodard asked for a motion to move Item #9 in the agenda sequence.

**MOTION**

Vice Chairman Overman motioned to approve moving the Public Hearing as requested.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 9 – PUBLIC HEARING – TIMOTHY JENNETTE REQUEST TO FILL DITCH**

At 6:32 p.m., the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which can be viewed in their entirety in a video on the County website –

*There were no comments made in Manteo –*

*The following comments were made in Buxton –*

1. Bob Barris explained the location of his property and said he has seen the culvert that people claim is not there. He said he was against filling in the ditch and cautioned that there could be unintended consequences.
2. Eddie Williams spoke against filling in the ditch. He told the Board this request has nothing to do with a right of way. Mr. Williams informed Commissioners that he is very opposed to this.

The County Manager closed the Public Hearing at 6:36 p.m. Mr. Outten explained that NCDOT has notified the County that they are looking into this matter and suggested that the Board postpone any action until NCDOT can do further research. By consensus, the Board agreed and instructed the Planning Director to bring this back at the second meeting in June.

### **ITEM 10 – CONSENT AGENDA**

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

#### **MOTION**

Commissioner Ross motioned to approve the Consent Agenda:

- 1) Approval of Minutes (05.07.19) **(Att. #2)**
- 2) Budget Amendment of Emergency Management Performance Grant Revenue Increase
- 3) Avon Property Owners Association Fireworks Display 2019
- 4) Budget Amendment for Disaster Recovery Fund
- 5) Budget Amendment – Non-Departmental
- 6) Sheriff – Budget Amendment
- 7) Tax Collector's Report

Commissioner House seconded the motion.

VOTE: AYES unanimous

### **ITEM 11 – 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 Couch**

- Expressed support for the medical services provided to the community by Gail Covington at the Hatteras Medical Center.
- Said he has been approached by people throughout the County concerning naming the bridge under construction in Rodanthe in honor of Stocky Midgett. Chairman Woodard voiced interest in getting input from the public at the appropriate time and in accordance with NCDOT's naming procedures. It was the consensus of the Board that a naming request is premature at this time.

Commissioner Tobin

- Explained that there may be a need to replace Jed Dixon on the Oregon Inlet Task Force. He noted that Russ King, Manager of the Oregon Inlet Marina, has expressed interest in serving and he will bring it up with the Task Force. Chairman Woodard said he is initially uncomfortable with this concept and would need to think further about it.

Commissioner Ross

- Announced that the budget for the Albemarle Commission, for approximately \$7 million, is expected to be approved in June.
- Reported that tomorrow there will be a luncheon for Interfaith Community Outreach.
- Gave an update on the new Dare County Animal Shelter noting that the design drawings will soon be going out for bids.

Vice Chairman Overman

- Reported on a meeting with Leza Wainwright, CEO of Trillium, about a proposed North Carolina Medicaid transformation that would create new Managed Care programs and described its possible impact on Dare County. The Vice Chairman presented a resolution, which was read by the County Manager.

**MOTION (Att. #3)**

Vice Chairman Overman motioned to adopt the resolution as presented.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

Commissioner Bateman – no additional comments

Commissioner House

- Reported that Dare County EMS and the College of the Albemarle are doing a conference that started today for which he gave a welcome to the sold-out event that has attracted a statewide group of attendees.
- Noted that in addition to this week being EMS Week and National Nurses Week, it is important to also remember that May 15 is National Peace Officers Memorial Day. Commissioner House then reverently remembered the following local peace officers - - -
  - Kill Devil Hills Assistant Chief Nelson Avery Tillett
  - Nags Head Sgt. Dolan Earl Murray
  - Kill Devil Hills Patrolman Erskin Nelson Scarborough, Jr.
  - Southern Shores Patrolman Francis Duon Hemilright
- Gave a detailed history of Memorial Day and urged everyone to remember that the holiday is about more than just picnics, it is a special time to honor our fallen soldiers.
- Showcased the Pet of the Week video and urged everyone to consider animal adoption.

**MANAGER'S/ATTORNEY'S BUSINESS - None**

At the conclusion of the meeting, Chairman Woodard asked for a motion to adjourn.

**MOTION**

Commissioner House motioned to adjourn the meeting.

Vice Chairman Overman and Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 11:24 p.m., the Board of Commissioners adjourned until 9:00 a.m., June 3, 2019.

Respectfully submitted,

[SEAL]

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

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

Note: copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to the Board.





***JUVENILE CRIME PREVENTION CERTIFICATION STANDARDS &  
DARE COUNTY FUNDING PLAN~~FISCAL YEAR 2019-2020***

**Description**

Juvenile Crime Prevention Council Certification Standards for fiscal year 2019-2020. These are membership standards for the organization, meetings, planning & public awareness, certification budget, with membership roster for the new fiscal year. Also, the Dare County Funding plan for Dare JCPC programming for fiscal year 2019/2020.

**Board Action Requested**

Please approve Certification standards and Dare County Funding Plan, with Chairman Woodard, please to sign both. The JCPC Chairman, Pat Hudspeth has signed the original's. Thank-you!

**Item Presenter**

N/A



NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2019 -2020

County: Dare Date: 4/1/2019

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? yes
B. Is the membership list attached? yes
C. Are members appointed for two year terms and are those terms staggered? yes
D. Is membership reflective of social-economic and racial diversity of the community? yes
E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? yes
If not, which positions are vacant and why?

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? yes
B. Bylaws are [ ] attached or [X] on file (Select one.)
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. yes
D. Does the JCPC have written policies and procedures for funding and review? yes
E. These policies and procedures [ ] attached or [X] on file. (Select one.)
F. Does the JCPC have officers and are they elected annually? yes
JCPC has: [X] Chair; [X] Vice-Chair; [X] Secretary; [X] Treasurer.

STANDARD #3 - Meetings

- A. JCPC meetings are considered open and public notice of meetings is provided. yes
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? yes
C. Does the JCPC meet bi-monthly at a minimum? yes
D. Are minutes taken at all official meetings? yes
E. Are minutes distributed prior to or during subsequent meetings? yes

STANDARD #4 - Planning

- A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? yes
B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? yes
C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? yes

**Juvenile Crime Prevention Council Certification (cont'd)**

**STANDARD #5 - Public Awareness**

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? ( RFP, distribution list, and article attached) \_\_\_\_\_ yes
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? \_\_\_\_\_ yes

**STANDARD #6 – No Overdue Tax Debt**


- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? \_\_\_\_\_ yes

Briefly outline the plan for correcting any areas of standards non-compliance.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.  
 The JCPC Certification must be received by June 30, 2019.

**JCPC Administrative Funds  
SOURCES OF REVENUE**

<b>DPS JCPC</b>	
Only list requested funds for JCPC Administrative Budget.	_____
Local	_____
Other	_____
Total	_____ \$12,149

 \_\_\_\_\_ 5/7/19  
 JCPC Chairperson Date

\_\_\_\_\_  
 Chairman, Board of County Commissioners Date

\_\_\_\_\_  
 DPS Designated Official Date

**Juvenile Crime Prevention Council Certification (cont'd)**

Dare County FY 2019-20

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Molly McGinnis	DCS School Social Worker	<input checked="" type="checkbox"/>	w	f
2) Chief of Police	Vance Haskett	Chief Manteo	<input type="checkbox"/>	w	m
3) Local Sheriff or designee	Gail Hutchison	Victims Advocate	<input checked="" type="checkbox"/>	w	f
4) District Attorney or designee	Jennifer Karpowicz	Asst. DA	<input checked="" type="checkbox"/>	w	f
5) Chief Court Counselor or designee	Ed Hall	Chief	<input type="checkbox"/>	b	m
6) Director, AMH/DD/SA, or designee	Keith Letchworth	SOC	<input checked="" type="checkbox"/>	w	m
7) Director DSS or designee	Shelia Davies	Dir, Consolidated Health & DSS	<input type="checkbox"/>	w	f
8) County Manager or designee	Bonnie Bennett	FOY Director	<input checked="" type="checkbox"/>	w	f
9) Substance Abuse Professional	Melinda Mogowski	Therapist	<input type="checkbox"/>	w	f
10) Member of Faith Community	Stephen Wescott	Minister	<input type="checkbox"/>	w	m
11) County Commissioner	Steve House	Commissioner	<input type="checkbox"/>	w	m
12) Two Persons under age 18 (State Youth Council Representative, if available)	Chelsea Artzt	Student	<input type="checkbox"/>	w	f
	TBD		<input type="checkbox"/>		
13) Juvenile Defense Attorney	Pat Hudspeth	Attorney	<input type="checkbox"/>	w	m
14) Chief District Judge or designee	Hon. Robert Trivette	District Court Judge	<input checked="" type="checkbox"/>	w	m
15) Member of Business Community	Jennifer Alexander	Private Counselor	<input type="checkbox"/>	w	f
16) Local Health Director or designee	Shelia Davies	Dir, Consolidated Health & DSS	<input type="checkbox"/>	w	f
17) Rep. United Way/other non-profit	Michael Lewis	OB Hotline	<input type="checkbox"/>	b	m
18) Representative/Parks and Rec.	Tim White	Director	<input type="checkbox"/>	w	m
19) County Commissioner appointee	Marsha Riibner-Cady	Dare County Schools	<input type="checkbox"/>	w	f
20) County Commissioner appointee	Nancy Griffin	CYP Dare	<input type="checkbox"/>	w	f
21) County Commissioner appointee	Katherine Irby	Youth Council	<input type="checkbox"/>	w	f
22) County Commissioner appointee	Richard Martin	Private Counselor	<input type="checkbox"/>	w	m
23) County Commissioner appointee	Laura Twitchell	Attorney	<input type="checkbox"/>	w	f
24) County Commissioner appointee			<input type="checkbox"/>		
25) County Commissioner appointee			<input type="checkbox"/>		

# Dare County

## NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 88,429 Local Match: \$ 24,993 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	Dare Community of Juvenile Services - Teen Court, Restitution, Counseling & Assessments	\$65,940			\$21,255			\$87,195	24%
2	Pathways to Resilience	\$10,340			\$3,738			\$14,078	27%
3	JCPC Certification	\$12,149						\$12,149	
4									
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18									
<b>TOTALS:</b>		<b>\$88,429</b>			<b>\$24,993</b>			<b>\$113,422</b>	<b>22%</b>

The above plan was derived through a planning process by the Dare County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2019-20.

Amount of Unallocated Funds \_\_\_\_\_

Amount of funds reverted back to DPS \_\_\_\_\_

Discretionary Funds added \_\_\_\_\_

check type  initial plan  update  final

---DPS Use Only---

Reviewed by _____	Area Consultant	_____	Date
Reviewed by _____	Program Assistant	_____	Date
Verified by _____	Designated State Office Staff	_____	Date

*P. ...* 5/2-19  
 \_\_\_\_\_  
 Chairperson, Juvenile Crime Prevention Council (Date)

\_\_\_\_\_  
 Chairperson, Board of County Commissioners (Date)  
 or County Finance Officer



*Water Tower Lease Rate Amendments*

**Description**

To amend the lease rates paid by Verizon Wireless on three Water Tower lease contracts. The leases to be amended are for the Duck, Avon and Southern Shores Water Towers.

The County intends to lease the property to Verizon Wireless for an initial lease term of Seven (7) years with five (5) automatically renewing five (5) year terms with annual payment of \$32,400. The start date of this lease will commence on July 1, 2019.

**Board Action Requested**

To approve the amendments

**Item Presenter**

Matthew Hester

## **SIXTH AMENDMENT TO LICENSE AGREEMENT FOR PLACEMENT OF RADIO COMMUNICATION EQUIPMENT UPON DARE COUNTY WATER TOWERS**

This Sixth Amendment to License Agreement for Placement of Radio Communication Equipment upon Dare County Water Towers (“Sixth Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between County of Dare, a body politic (“COUNTY”), and Cellco Partnership d/b/a Verizon Wireless (“LICENSEE”). COUNTY and LICENSEE (or their predecessors in interest) are parties to that certain License Agreement for Placement of Radio Communication Equipment Upon Dare County Water Towers dated November 17, 2004, as may have been previously amended and/or assigned, (the “License”), pursuant to which LICENSEE is leasing from COUNTY a portion of that certain property located at 1230 Duck Road, in the City of Duck, County of Dare, State of North Carolina, as more particularly described in the License. COUNTY and LICENSEE may be referenced in this Sixth Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this Sixth Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the License as follows:

1. Term. Notwithstanding anything contained in the License to the contrary, the License shall expire on June 30, 2019. Commencing on July 1, 2019, the License shall be extended for 7 years (“Initial Extension Term”). The term of the License shall thereafter automatically extend for 5 additional terms of 5 years each (each, an “Additional Extension Term”), unless LICENSEE terminates the License by giving COUNTY notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. As described in the rent schedule below, commencing on July 1, 2019, the annual rent during the Initial Extension Term shall be \$32,400.00 to be paid in equal monthly installments on the first day of the month in advance to COUNTY or such other person as COUNTY may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on July 1, 2026, annual rent for each Additional Extension Term shall be equal to 107.5% of the annual rent payable with respect to the immediately preceding Initial Extension Term or immediately preceding Additional Extension Term, as applicable.

Date	Rent Per Month
July 1, 2019 – June 30, 2026	\$2,700.00
July 1, 2026 – June 30, 2031	\$2,902.50
July 1, 2031 – June 30, 2036	\$3,120.19
July 1, 2036 – June 30, 2041	\$3,354.20
July 1, 2041 – June 30, 2046	\$3,605.77
July 1, 2046 – June 30, 2051	\$3,876.20

3. Rent Guarantee. Effective July 1, 2019, LICENSEE’s obligation to pay rent shall be guaranteed for a period of 7 years commencing on July 1, 2019 and ending on June 30, 2026 (“Rent Guarantee”). The foregoing is intended to guarantee rent only and shall not be construed in any manner so as to limit LICENSEE’s rights to terminate the License as set forth

therein. Notwithstanding anything herein to the contrary, LICENSEE's obligation under the Rent Guarantee shall not continue if the License is terminated as a result of LICENSOR's default under the License or as a result of any other action or inaction by LICENSOR not attributable to LICENSEE's default.

4. Continued Effect. Except as amended hereby, all of the other terms and conditions of the License shall remain in full force and effect. In the event of a conflict between any term and provision of the License and this Sixth Amendment, the terms and provisions of this Sixth Amendment shall control. In addition, except as otherwise stated in this Sixth Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the License. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Sixth Amendment.

5. Ratification and Reaffirmation. COUNTY and LICENSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced License. Except as modified by this Sixth Amendment, all of the terms and conditions of the License are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Sixth Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the License.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this Sixth Amendment below, intending to be bound.

**COUNTY:**

**County of Dare, a body politic**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LICENSEE:**

**Cellco Partnership d/b/a Verizon Wireless**  
a Delaware general partnership

By: \_\_\_\_\_  
Name: Margaret Salemi  
Title: Director-Network Engineering & Ops  
Date: \_\_\_\_\_

## **SIXTH AMENDMENT TO LICENSE AGREEMENT FOR PLACEMENT OF RADIO COMMUNICATION EQUIPMENT UPON DARE COUNTY WATER TOWERS**

This Sixth Amendment to License Agreement for Placement of Radio Communication Equipment upon Dare County Water Towers (“Sixth Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between County of Dare, a body politic (“COUNTY”), and Cellco Partnership d/b/a Verizon Wireless (“LICENSEE”). COUNTY and LICENSEE (or their predecessors in interest) are parties to that certain License Agreement for Placement of Radio Communication Equipment upon Dare County Water Towers dated January 11, 2005 as may have been previously amended and/or assigned, (the “License”), pursuant to which LICENSEE is licensing from COUNTY a portion of that certain property located at 40162 Harbor Road, in the City of Avon, County of Dare, State of North Carolina, as more particularly described in the License. COUNTY and LICENSEE may be referenced in this Sixth Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this Sixth Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the License as follows:

1. Term. Notwithstanding anything contained in the License to the contrary, the License shall expire on June 30, 2019. Commencing on July 1, 2019, the License shall be extended for 7 years (“Initial Extension Term”). The term of the License shall thereafter automatically extend for 5 additional terms of 5 years each (each, an “Additional Extension Term”), unless LICENSEE terminates the License by giving COUNTY notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. As described in the rent schedule below, commencing on July 1, 2019, the annual rent during the Initial Extension Term shall be \$32,400.00 to be paid in equal monthly installments on the first day of the month in advance to COUNTY or such other person as COUNTY may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on July 1, 2026, annual rent for each Additional Extension Term shall increase by 7.5% upon commencement of each Additional Extension Term.

Date	Rent Per Month
July 1, 2019 – June 30, 2026	\$2,700.00
July 1, 2026 – June 30, 2031	\$2,902.50
July 1, 2031 – June 30, 2036	\$3,120.19
July 1, 2036 – June 30, 2041	\$3,354.20
July 1, 2041 – June 30, 2046	\$3,605.77
July 1, 2046 – June 30, 2051	\$3,876.20

3. Rent Guarantee. Effective July 1, 2019, LICENSEE’s obligation to pay rent shall be guaranteed for a period of 7 years commencing on July 1, 2019 and ending on June 30, 2026 (“Rent Guarantee”). The foregoing is intended to guarantee rent only and shall not be

construed in any manner so as to limit LICENSEE's rights to terminate the License as set forth therein. Notwithstanding anything herein to the contrary, LICENSEE's obligation under the Rent Guarantee shall not continue if the License is terminated as a result of COUNTY's default under the License or as a result of any other action or inaction by COUNTY not attributable to LICENSEE's default.

4. Continued Effect. Except as amended hereby, all of the other terms and conditions of the License shall remain in full force and effect. In the event of a conflict between any term and provision of the License and this Sixth Amendment, the terms and provisions of this Sixth Amendment shall control. In addition, except as otherwise stated in this Sixth Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the License. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Sixth Amendment.

5. Ratification and Reaffirmation. COUNTY and LICENSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced License. Except as modified by this Sixth Amendment, all of the terms and conditions of the License are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Sixth Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the License.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this Sixth Amendment below, intending to be bound.

**COUNTY:**

**County of Dare, a body politic**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LICENSEE:**

**Cellco Partnership d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Name: Margaret Salemi  
Title: Director-Network Engineering & Ops  
Date: \_\_\_\_\_

## **SEVENTH AMENDMENT TO LICENSE AGREEMENT FOR PLACEMENT OF RADIO COMMUNICATION EQUIPMENT UPON DARE COUNTY WATER TOWERS**

This Seventh Amendment to License Agreement for Placement of Radio Communication Equipment upon Dare County Water Towers (“Seventh Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between County of Dare, a body politic (“COUNTY”), and Cellco Partnership d/b/a Verizon Wireless (“LICENSEE”). COUNTY and LICENSEE (or their predecessors in interest) are parties to that certain License Agreement for Placement of Radio Communication Equipment upon Dare County Water Towers dated January 11, 2005 as may have been previously amended and/or assigned, (the “License”), pursuant to which LICENSEE is licensing from COUNTY a portion of that certain property located at 18 Dogwood Trail, in the City of Southern Shores, County of Dare, State of North Carolina, as more particularly described in the License. COUNTY and LICENSEE may be referenced in this Seventh Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this Seventh Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the License as follows:

1. Term. Notwithstanding anything contained in the License to the contrary, the License shall expire on June 30, 2019. Commencing on July 1, 2019, the License shall be extended for 7 years (“Initial Extension Term”). The term of the License shall thereafter automatically extend for 5 additional terms of 5 years each (each, an “Additional Extension Term”), unless LICENSEE terminates the License by giving COUNTY notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. As described in the rent schedule below, commencing on July 1, 2019, the annual rent during the Initial Extension Term shall be \$32,400.00 to be paid in equal monthly installments on the first day of the month in advance to COUNTY or such other person as COUNTY may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on July 1, 2026, annual rent for each Additional Extension Term shall increase by 7.5% upon commencement of each Additional Extension Term.

Date	Rent Per Month
July 1, 2019 – June 30, 2026	\$2,700.00
July 1, 2026 – June 30, 2031	\$2,902.50
July 1, 2031 – June 30, 2036	\$3,120.19
July 1, 2036 – June 30, 2041	\$3,354.20
July 1, 2041 – June 30, 2046	\$3,605.77
July 1, 2046 – June 30, 2051	\$3,876.20

3. Rent Guarantee. Effective July 1, 2019, LICENSEE’s obligation to pay rent shall be guaranteed for a period of 7 years commencing on July 1, 2019 and ending on June 30, 2026 (“Rent Guarantee”). The foregoing is intended to guarantee rent only and shall not be

construed in any manner so as to limit LICENSEE's rights to terminate the License as set forth therein. Notwithstanding anything herein to the contrary, LICENSEE's obligation under the Rent Guarantee shall not continue if the License is terminated as a result of COUNTY's default under the License or as a result of any other action or inaction by COUNTY not attributable to LICENSEE's default.

4. Continued Effect. Except as amended hereby, all of the other terms and conditions of the License shall remain in full force and effect. In the event of a conflict between any term and provision of the License and this Seventh Amendment, the terms and provisions of this Seventh Amendment shall control. In addition, except as otherwise stated in this Seventh Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the License. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Seventh Amendment.

5. Ratification and Reaffirmation. COUNTY and LICENSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced License. Except as modified by this Seventh Amendment, all of the terms and conditions of the License are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Seventh Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the License.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this Seventh Amendment below, intending to be bound.

**COUNTY:**

**County of Dare, a body politic**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LICENSEE:**

**Cellco Partnership d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Name: Margaret Salemi  
Title: Director-Network Engineering & Ops  
Date: \_\_\_\_\_



*Board Appointments*

**Description**

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

Albemarle Region Resource Conservation and Development Council (RC&D), Fessenden Center Advisory Board, Hatteras Community Center, Juvenile Crime Prevention Council, Land Transfer Tax Appeals Board, Library Board - Dare, Manns Harbor Community Center, Roanoke Island Community Center, Rodanthe, Waves, Salvo Community Center, Waterways Commission

Complete information about each appointment appears 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 APPOINTMENT SUMMARY – JUNE 3, 2019**

### **Albemarle Region Resource Conservation and Development Council (RC&D)**

- The following term expires this month: Ann Sinclair
- She would like to be reappointed.
- No applications have been received.

### **Fessenden Center Advisory Board**

- There is a vacant seat due to the death of Louise Rossiter.
- An application has been received from James Richard Kenner to fill the vacancy.

### **Hatteras Community Center**

- The following terms expire this month:  
George Banks, Dennis Robinson, Ricki Shepherd
- All would like to be reappointed.
- No applications have been received.

### **Juvenile Crime Prevention Council**

- The following terms expire this month:  
Robert Trivette, Molly McGinnis, Vance Haskett, Gail Hutchison,  
Jennifer Karpowicz, Edward Hall, Jr., Keith Letchworth, Shelia Davies,  
Bonnie Bennett, Steve House, Pat Hudspeth, Richard J. Martin,  
Laura Twichell, Katherine Irby, Lionel Ray Robinson, Ryan Henderson,  
Nancy Griffin, Mollee Sinks
- All would like to be reappointed except for Lionel Ray Robinson and Ryan Henderson
- Applications have been received from Craig S. Albert, Chelsea Artzt, Shannon Brooks, Lynette Ford, Allen Moran
- The JCPC recommends that Chelsea Artzt be appointed to replace Melanie Gonzalez as Student Representative.
- That would leave one more vacancy for a student that will be filled in the fall of 2019. (Currently held by Mollee Sinks)
- The JCPC recommends Marcus Hester-Smith fill the At Large Seat.

### **Land Transfer Tax Appeals Board**

- The following terms expire this month:  
John Ratzenberger (Town of Nags Head)

The Town of Nags Head recommends appointing Michael Siers.  
His application is attached.

Jack Overman (Commissioner Appointed)  
Jack Overman would like to be reappointed.

Michael Stone (Town of Southern Shores)

The Town of Southern Shores recommends reappointing Michael Stone to another term.

**Library Board – Dare**

- The following term expires this month: Lisa Phillips
- She would like to be reappointed.
- Applications have been received from: Karen Blose and Michelle Estelle Lewis

**Manns Harbor Community Center**

- The following terms expire this month:  
Rodney Ballance, Bett Beasley, Vickie Craddock
- Bett Beasley and Vickie Craddock would like to be reappointed.
- Rodney Ballance passed away.
- Jennifer Gilbert has been recommended to replace Rodney Ballance.
- An application has been received from Jennifer Gilbert.

**Roanoke Island Community Center**

- The following terms expire this month:  
Jonique Lee, Betty Selby, Allen Moran, Clarence Lewis
- All would like to be reappointed.
- An application has been received from Stephanie J. Harkness-Moxley

**Rodanthe, Waves, Salvo Community Center**

- The following term expires this month:  
Joey O'Neal
- He would like to be reappointed.
- No applications have been received

**Waterways Commission**

- The following terms expires this month:  
Michael Flynn, Dan Oden, Fletcher Willey
- All would like to be reappointed.

## UPCOMING BOARD APPOINTMENTS

### **July 2019**

Airport Authority  
East Lake Community Center Board  
Game and Wildlife Commission  
Parks and Recreation Advisory Council  
Wanchese Community Center Board

### **August 2019**

ABC Board  
Dare County Center Advisory Board  
Jury Commission  
Stumpy Point Community Center Board

### **September 2019**

Health and Human Services Board  
Nursing Home Community Advisory Council



*Albemarle Region Resource Conservation and Development Council (RC&D)*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

June 2019

**BOARD APPOINTMENT**

**ALBEMARLE REGION RESOURCE CONSERVATION & DEVELOPMENT COUNCIL**

(Four Year Term)

**Ann Sinclair**

(Current Term 6/15 – 6/19)

(Originally Apptd. 2/16)

Ann Sinclair would like to be reappointed.

No applications have been received.

**ALBEMARLE REGION RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL, INC.**  
**(Four Year Term)**

**This Council is a 501c3 non-profit organization serving the people of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington Counties.**

**The Council assists local governments and community groups in northeast NC with projects that protect land and water resources while promoting economic development.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
<b>Ann Sinclair</b> 141 Dogwood Circle Manteo, NC 27954 252-305-6599	6-19	Apptd. 2-16

**NOTES:**

Leon Daniels replaced Chuck Hester 2/05.

Cynthia Owens filled unexpired term of Leon Daniels 6/05.

Cynthia Owens resigned 7/08.

Michael Barr appointed 6/11 to fill vacant seat left by Cynthia Owens.

Ann Sinclair appointed 2/16 to fill vacant seat left by Michael Barr, who did not want to be reappointed.

Meeting Date: Feb., May, Sept., Dec.

Contact Person: Linda Peterson  
730 N. Granville St., Suite B  
Edenton, NC 27932  
252-482-4127

**Revised 2/16**



*Dare County Waterways Commission*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

June, 2019

**DARE COUNTY WATERWAYS COMMISSION**

(Two Year Term)

**This Commission promotes the Oregon Inlet Jetty Project, the Hatteras Inlet Project and oversees County dredging projects and waterways related issues.**

The following terms expire June 2018:

**Michael Flynn**

(Current Term 3/19 – 6/19)

(Originally Apptd. 3/19)

**Dan Oden**

(Current Term 6/17-6/19)

(Originally Apptd. 8/16)

**Fletcher Willey**

(Current Term 6/17-6/19)

(Originally Apptd. 2/89)

All would like to be reappointed.

Other Members:  
See attached list



**DARE COUNTY WATERWAYS COMMISSION**  
(Two Year Term)

**This Commission promotes the Oregon Inlet Jetty Project, the Hatteras Inlet Project and oversees County dredging projects and waterways related issues.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Danny Couch P.O. Box 1001 Buxton, NC 27920 995-5671 (H) 216-7383 (Cell)	6-20	Apptd. 1-17 Reapptd. 6-18
Ernie Foster P.O. Box 120 Hatteras, NC 27943 986-2515 (H)	6-20	Apptd. 2-08 Reapptd. 6-08,10,12,14 6/16, 18
<b>Michael Flynn</b> PO Box 276 Wanchese, NC 27981 609-462-4739 (H) 252-473-1607 Business michaelf@nccoast.org	6-19	Apptd. 3-19
Natalie Perry Kavanagh P.O. Box 598 Frisco, NC 27936 252-996-0551 – Home 252-995-5366 – Business nataliesusanperry@hotmail.com	6-20	Apptd. 6-18
<b>Dan Oden</b> P.O. Box 306 Hatteras, NC 27943 252-986-2555	6-19	Apptd. 8-16 Reapptd. 6/17
<b>Fletcher Willey</b> P.O. Box 848 Nags Head, NC 27959 473-5273 (H) 480-4600 (O)	6-19	Apptd. 2-89 Reapptd. 6-93,95 97,99,01,03,05,07,09, 11,13,15,17
Steve Coulter P.O. Box 189 Hatteras, NC 27943 995-4832 (H)	6-20	Apptd. 3-16 Reapptd. 6-18

**NOTES:**

**MEETING INFO:** Monthly, odd months in Manteo, even months in Buxton.

**CONTACT INFO:** David May, Chairman  
Ann Daisy, OIWC Clerk

**MEMBERS COMPENSATED:** Members - \$50 per meeting  
Chairman - \$75 per meeting

Robert Williams replaced Jim Bunch 6/91.  
Wayne Gray replaced John Blair 7/92.  
Barry Martin replaced Harry Schiffman 6/93.  
Ephraim O'Neal replaced Chris Costenbader 6/94.  
Floyd L. Basnight appointed to fill unexpired term of H.O. Golden 8/96.  
Billy Carl Tillett replaced Wayne Gray 8/96.  
Richard Johnson appointed to fill unexpired term of the late Robert Williams 1/97.  
Moon Tillett appointed chairman 1/97.  
Ron Tillett appointed to fill unexpired term of Richard Perkins 4/97.  
DCBC appointed Moon Tillett as Chairman, Glen Miller as Vice Chairman 6/97.  
Michael Davenport replaced Barry Martin 6/98.  
Ervin Farrow III replaced Glenn Miller 6/01.  
Lee Tugwell filled unexpired term of Moon Tillett 10/04.  
Warren Judge apptd. to fill unexpired term of Richard Johnson 6/05.  
Allen Burrus apptd. to fill unexpired term of Warren Judge 1/07.  
Robin Mann replaced Lee Tugwell 6/07.  
David May replaced Jerald Craddock 6/07.  
Ernie Foster filled unexpired term of Ephraim O'Neal 2/08.  
Jed Dixon replaced Robin Mann 12/11 (for term 6/11-6/13).  
Jim Tobin filled unexpired term of Richard Johnson 6/13.  
Danny Couch filled unexpired term of Jed Dixon 4/16.  
Holly White replaced Jim Tobin 6/16.  
Ronald Lowe appointed to replace Holly White who could not serve due to moving out of Dare County 8/16.  
Dan Oden appointed to fill unexpired term of Arvin Midgett 8/16.

The OIWC oversees county dredging projects and waterways related issues.

**OIWC membership was reduced to 9 members 6/3/02 (consent agenda)  
DCBC relinquished responsibility of appointing chairman and vice chairman to the OIWC effective 9/17/02.**

**OIWC membership reduced to 7 members 6/03.**

**DCBC added another member (Steve Coulter) for a two year term ending 6/18. (3/16)**

**\*\*\*Name changed to Dare County Waterways Commission 8/15/16.**

At the DCBC meeting on 1/3/17, Commissioner Danny Couch was moved from the At Large seat to the Commissioners seat. The At Large seat is vacant until a later appointment by the DCBC.

Chuck Earley was appointed to fill at large seat 6/17

Chuck Earley resigned 1/18

Natalie Perry Kavanagh replaced Ronald Lowe 6/18

**Chairman Woodard noted that with the previous resignation of Charles Earley, the Waterways Commission is now back to its proper composition of seven members 6/18**

Michael Flynn filled unexpired term of David May who resigned 3/19

3/19



*Fessenden Center Advisory Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

June 2019

FESSENDEN CENTER ADVISORY BOARD

There is a vacant seat due to the death of Louise Rossiter.  
An application has been received from James Richard Kenner to fill the vacancy.

Other Members:  
See attached list



Janice Williams &lt;janicew@darenc.com&gt;

---

**Fwd: Message from "ParkRecs-Fessenden"**

1 message

---

**Denise Norville** <denisen@darenc.com>

Tue, Apr 30, 2019 at 11:54 AM

To: Tim White &lt;timw@darenc.com&gt;, Janice Williams &lt;janicew@darenc.com&gt;

Here is the application for the replacement of Louise Rossiter on the Fessenden Center board. James Kenner  
Denise Norville  
Leisure Activities Supervisor  
Fessenden Center  
252-475-5649



----- Forwarded message -----

From: **Denise Norville** <denisen@darenc.com>

Date: Tue, Apr 30, 2019 at 11:22 AM

Subject: Message from "ParkRecs-Fessenden"


To: Denise Norville &lt;denisen@darenc.com&gt;

This E-mail was sent from "ParkRecs-Fessenden" (MP C3004ex).

Scan Date: 04.30.2019 11:21:35 (-0400)

Queries to: [copier@darenc.com](mailto:copier@darenc.com)

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 **20190430112135096.pdf**  
51K

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 Fessenden Center Advisory Board

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

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

Name James Richard Kenner

Address PO Box 1044 (47106 Middle Ridge Trail)

City/State/Zip Buxton, NC 27920

Email Address richk@checcoop

Telephone Home: 252-216-5427

Business: 252-995-5616

Resident of Dare County:  yes  no

Occupation: Purchasing / Warehouse Supervisor

Business Address: 47109 Light Plant Rd, PO Box 9, Buxton NC 27920

Educational background: BS Degree Radford University 1994

Business and civic experience and skills:

Sunday School Teacher, Hatteras Pines HOA Board member, Volunteer coach for Park & Rec since 2014

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

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

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
Earl Fountain	Manager of Operations CHEC	PO Box 502 Buxton NC	252-475-8186
Sandy Gray	Retired	PO Box 60 Avon NC 27915	252-305-1083
Ken Randall	Dare EMT	PO Box 1253 Buxton NC	252-216-7390

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 4-30-19 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 4/30/19

**FESSENDEN CENTER ADVISORY BOARD**

(Four Year Term)

**This Advisory Board establishes goals and policies to enhance the Fessenden Center operation and community outreach consistent with the goals, objectives, and policies of Dare County. The overall objective is to develop procedures and operations that improve the quality of life through interaction of all age groups on Hatteras Island.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Kenneth Brite P.O. Box 95 Avon, NC 27915 252-996-0432 (Rodanthe area)	6-20	Apptd. 2/17
Steve Jennette P.O. Box 96 Buxton, NC 27920 252-995-5001 (Buxton area)	6-22	Apptd. 11/08 Reapptd. 6/10,14,18
Keith Durham P.O. Box 713 Buxton, NC 27920 910-514-4538 (Salvo area)	6-20	Apptd. 2/17
Marcie Shoemaker P.O. Box 161 Buxton, NC 27920 995-5799 (H), 996-0581 (O) (Buxton area)	6-22	Apptd. 2/16 Reapptd. 6/18
Robyn (Hali) Easley P.O. Box 613 Hatteras, NC 27943 Cell 996-0043 Business 986-2154 Rustygirl2007@aol.com (Hatteras area)	6-20	Apptd. 6/18 Reapptd. 6/16
Forrest Paddock P.O. Box 534 Buxton, NC 27920 305-1459 (Frisco area)	6-22	Apptd. 2/17 Reapptd. 6/18
Bonnie Williams, Ch. P.O. Box 98 Avon, NC 27915 995-5651 (Avon area)	6-20	Apptd. 6/96 Reapptd 8/00 Reapptd 6/04 Reapptd. 6/08, 12, 16



William A. Lengyel P.O. Box 211 Hatteras, NC 27943 937-623-4412 (At Large)	6-22	Apptd. 12/12 Reapptd. 7/14, 6/18
Jinny McBride P.O. Box 308 Hatteras, NC 27943 475-4431 (At Large)	6-20	Apptd. 5/99 Reapptd 8/00,04,08,12, 16
<b>Vacant</b> (At Large)	6-18	
John Griffin P.O. Box 382 Rodanthe, NC 279584 987-2332 (At Large)	6-20	Apptd. 7/10 Reapptd. 7/12,16
Danny Couch 47297 Dippin Vat Road P.O. Box 1001 Buxton, NC 27920 dannyc@darenc.com 216-7383 (Commissioner Appointee)	6-22	Apptd. 6/17 Reapptd. 6/18

MEETING DATE: Quarterly, Fessenden Center

**NOTE:** Chairman Bobby Owens appointed to serve at the pleasure of the Board as long as he is serving as a county commissioner.

3/97 Apptd. USCG Representative to seat on the Board. Though apptd. in 3/97, term will expire 6/98 to keep consistent with other appointments.

10/97 - Commissioner Mac Midgett replaced Bobby Owens.  
3/99 - George Volsky apptd. to fill unexpired term of Bill Barley.  
3/99 - Kathy Kiddy apptd. to fill unexpired term of Tom Barclay.  
5/99 - Jinny McBride apptd. to fill unexpired term of Jackie Leeling.  
9/00 - Rev. Holt Clarke fill unexpired term of Rev. Jim Huskins.  
Commissioner John Robert Hooper appointed to replace Mac Midgett.  
5/02 - Michelle Edwards appointed to fill unexpired term of Jenny Hooper.  
6/04 - Heidi Blackwood apptd. to fill expired term of George Volsky.  
6/04 - Charles Moseley apptd. to fill expired term of Holt Clarke.  
6/04 - Matt Caviness apptd. to fill expired term of Dave Umberger.  
6/04 - Susan Gray apptd. to fill expired term of Michelle Edwards.  
6/04 - Jennifer Kingery apptd. to fill expired term of Jane Oden.  
1/05 - Commissioner Mac Midgett replaced John Robert Hooper.  
3/06 - Allen Burrus replaced the late Mac Midgett.  
6/06 - Jack Painter replaced John Leatherwood.  
11/08 - Steve Jennette filled unexpired term of Ken Wenberg.  
2/09 - Rev. Cory B. Oliver filled unexpired term of Rev. Charles Moseley.

6/09 - Cheryl Austin filled unexpired term of Kathy Kiddy.  
6/09 - Danny Couch filled unexpired term of Jennifer Kingery.  
7/10 - John Griffin filled unexpired term of Ormond Fuller.  
7/12 - Mary Ellen D. Balance replaced Danny Couch.  
3/14 - Laura Fiscus filled unexpired term of Cheryl Austin.  
3/14 - Sonny Quidley filled unexpired term of Susan Gray.  
2/16 - Marcie Shoemaker filled unexpired term of Heidi Blackwood.  
2/17 - Kenneth Brite filled unexpired term of Laura Fiscus.  
2/17 - Keith Durham filled unexpired term of Sonny Quidley.  
2/17 - Forrest Paddock filled unexpired term of Jack Painter.  
6/17 - Danny Couch appointed to replace Allen Burrus  
2/18 - Louise Rossiter passed away  
6/18 - Robyn (Hali) Easley filled unexpired term of Mary Ellen Ballance

**REV. 6/18**



*Hatteras Community Center Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

June 2019

**BOARD APPOINTMENTS**

**HATTERAS COMMUNITY CENTER BOARD**

(Two Year Term)

**The following have terms to expire this month:**

**George Banks**

(Current Term 6/17 – 6/19)

(Originally Apptd. 6/97)

**Dennis Robinson**

(Current Term 6/17 – 6/19)

(Originally Apptd. 6/17)

**Ricki Shepherd**

(Current Term 6/17-6/19)

(Originally Apptd. 10/96)

**All would like to be reappointed.**

Other Members:  
See attached list

**HATTERAS COMMUNITY CENTER**  
(Two Year Term)

**This board operates and maintains the Hatteras Community Center.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
<b>George Banks</b> P.O. Box 367 Hatteras, NC 27943 986-2709 (H) 475-0297 (Cell)	6-19	Apptd. 6-97 Reapptd 6/17
<b>Dennis Robinson</b> P.O. Box 62 Hatteras, NC 27943 475-4388 (H) 986-6335 (O)	6-19	Reapptd. 6/17
Laura C. Young P.O. Box 573 Hatteras, NC 27943 986-2568 (H) 986-2398 (W) Youngs_research@yahoo.com	6-20	Apptd. 6-18
<b>Ricki Shepherd</b> P.O. Box 594 Hatteras, NC 27943 986-2703	6-19	Apptd. 10-96 Reapptd. 6-97,6-99, 6-01, 6-03, 6-05,6-07,09 11,13,15, 17
Rom Whitaker P.O. Box 151 Hatteras, NC 27943 986-1032	6-20	Apptd. 3-03 Reapptd. 7-04,06,08,10, 12,14,16,18

**NOTES:**

Meeting Date: 3<sup>rd</sup> Weds., each month - Board 7:30 p.m.  
General meeting quarterly – July 8:30 p.m.

Richard A. Midgett replaced Gary Austin 6/93.  
Raymond Willis replaced Belinda Willis 7/95.  
Ricki Shepherd appointed to fill unexpired term of Cora Simmons 10/96.  
Shanklin Peele Jr. appointed to fill unexpired term of Bert Austin 1/97.  
Ernie Foster, Jr. replaced Raymond Willis 6/97.  
Rom Whitaker appointed to fill unexpired term of Shanklin Peele Jr. 3/03.  
Richard Midgett apptd. for one year 6/03 in order to stagger terms.  
George Banks and Dennis Robinson replaced Ernie Foster, Jr. and Geraldine Farrow 6/15.  
Laura Young replaced Richard Midgett 6/18

**REVISED 6/18**



*Juvenile Crime Prevention Council*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

June 2019

**JUVENILE CRIME PREVENTION COUNCIL**  
**(Two Year Term)**

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.

The following terms expire this month:

**Robert Trivette**

(Current Term 6/17-6/19)

(Originally Apptd. 1/12)

**Molly McGinnis**

(Current Term 3/18-6/19)

(Originally Apptd. 3/18)

**Vance Haskett**

(Current Term 6/17-6/19)

(Originally Apptd. 1/08)

**Gail Hutchison**

(Current Term 6/17-6/19)

(Originally Apptd. 6/13)

**Jennifer Karpowicz**

(Current Term 6/17-6/19)

(Originally Apptd. 7/09)

**Edward Hall, Jr.**

(Current Term 6/18-6/19)

(Originally Apptd. 6/18)

**Keith Letchworth**

(Current Term 6/17-6/19)

(Originally Appointed 1/16)

**Shelia Davies**

(Current Term 6/17-19)

(Originally Apptd. 11/11)

**Bonnie Bennett**

(Current Term 6/17-6/19)  
(Originally Apptd. 1/99)

**Steve House**

(Current Term 6/17-6/19)  
(Originally Apptd. 6/17)

**Pat Hudspeth**

(Current Term 6/17-6/19)  
(Originally Apptd. 3/08)

**Richard J. Martin**

(Current Term 6/17-6/19)  
(Originally Apptd. 1/99)

**Laura Twichell**

(Current Term 6/17-6/19)  
(Originally Apptd. 6/15)

**Katherine Irby**

(Current Term 6/17-6/19)  
(Originally Apptd. 1/03)

**Lionel Ray Robinson**

(Current Term 6/17-6/19)  
(Originally Apptd. 6/17)

**Ryan Henderson**

(Current Term 6/17-6/19)  
(Originally Apptd. 1/16)

**Nancy Griffin**

(Current Term 6/17-6/19)  
(Originally Apptd. 6/15)

**Mollee Sinks**

(Current Term 9/17-6/19)  
(Originally Apptd. 09/17)



All would like to be reappointed except for Lionel Ray Robinson and Ryan Henderson

Applications have been received from:

Craig S. Albert

Chelsea Artzt

Shannon Brooks

Lynette Ford

Marcus Hester-Smith

Allen Moran

The JCPC recommends that Chelsea Artzt be appointed to replace Melanie Gonzalez  
(Student Representative)

That would leave one more vacancy for a student that will be filled in the fall of 2019.  
(Currently held by Mollee Sinks)

The JCPC recommends Marcus Hester-Smith fill the At Large Seat.

Other Members:  
See attached list



# COUNTY OF DARE

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

(252) 475-5000

**To:** *Janice Williams*

**FROM:** *Bonnie Bennett* 

**Date:** *May 14, 2019*

*Please find attached one application for an opening of one At-Large seat appointment, with the Juvenile Crime Prevention Council, term July 1, 2019 – June 30, 2021.*

*Thank you for your assistance in this matter.*

At-large seat

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 Juvenile Crime Prevention Council

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

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

Name Marcus Hester-Smith

Address 935 Hwy 64/264

City/State/Zip Manteo, NC 27954

Email Address Hester-smith06x@gmail.com

Telephone Home: 252-489-0838

Business: 252-473-4800

Resident of Dare County:  yes  no

Occupation: Bartender Avenue Waterfront Grill

Business Address: 207 Queen Elizabeth Ave Manteo NC 27954

Educational background:

Associate in Arts Degree

Business and civic experience and skills:

Management skills in the restaurant and catering business.  
Volunteer Firefighter

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


none

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>Pastor Stephen</u>	<u>Costal family church</u>	<u>Nags Head</u>	<u>252-216-6358</u>
<u>Johana Lachine</u>	<u>Business owner</u>	<u>Warehese</u>	<u>252-305-4166</u>
<u>Ryan Bradley</u>		<u>Columbia, SC</u>	<u>518-703-9286</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: 5/14/19 Signature of applicant: 

FOR OFFICE USE ONLY:

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



# COUNTY OF DARE

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

(252) 475-5000

**TO: JANICE WILLIAMS**

**FROM: Bonnie Bennett**

**DATE: April 23, 2019**

**Please find attached the following re-newal appointments that need to be approved by the Commissioners as their terms end on June 30, 2019. Their new term will begin July 1, 2019 through June 30, 2021.**

**Robert Trivette, (District Court Judge/Co. Comm. Appt.)**

**Molly McGinnis, (School Supt. Or designee)**

**Vance Haskett, (Manteo Police Chief)**

**Gail Hutchison, (Local Sheriff or designee)**

**Jennifer Karpowicz, (Asst. Dist. Atty. or designee)**

**Ed Hall, (Chief Court Counselor or designee)**

**Keith Letchworth, (Director AMH/DD/SA or designee)**

**Shelia Davies, (Director Health & Human Services)**

**Bonnie Bennett, (County Manager or designee)**

**Pat Hudspeth, (Juvenile Defense Atty.)**

**Katherine Irby, (At-large)**

**Nancy Griffin, DARE/CYP (At-Large)**

**Richard Martin/Private Counseling (At-Large)**

**Laura Twichell, Attorney (At-Large)**

**Steve House, (Commissioner)**

**Two Students under age 18 – Chelsea Artzt – CHSS – & One more slot for Student Open-Fall 2019**

**At-Large – Open Appointment**

**At-Large – Open Appointment**

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice DARE COUNTY OLDER ADULTS SERVICES ADVISORY  
2<sup>nd</sup> choice JUVENILE SERVICES; JUVENILE COURT; TEEN COUNSEL

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

Name CRAIG S. ALBERT

Address 74 GRAVEY POND LANE

City/State/Zip SOUTHERN SHORES, N.C. 27949

Email Address graveypound@yahoo.com

Telephone Home: (440) 666-2208

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

Resident of Dare County:  yes  no

Occupation: Retired

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

Educational background:

J.D. - UNIV. OF TEXAS LAW SCHOOL

BBA - UNIV. OF CINCINNATI

Business and civic experience and skills:

Judge, GAUGA COUNTY, OHIO - 16 years  
COUNTY PROSECUTOR GAUGA COUNTY - 8 years

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

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

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
URSULA BATEMAN		360 SEA OATS TRAIL	252 261-161
EMILY GOULD	BAUM CENTER	P.O. BOX 1000	MANTHO, 27954

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 12/18/18 Signature of applicant: Craig B. Albert

FOR OFFICE USE ONLY:

Date received: 1-9-19

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Junior Crime Prevention Council - student member

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

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

Name Chelsea Artzt

Address ~~53205 Rainbow Circle, Frisco~~ PO BOX 913, Avon NC 27915

City/State/Zip \_\_\_\_\_

Email Address Chelseaartzt@gmail.com

Telephone Home: 865-306-9458

Business: 252-995-9595

Resident of Dare County:  yes  no

Occupation: student/ Employed at Bros Sandwich Shack

Business Address: N/A

Educational background:

11th grade student at CHSS

Business and civic experience and skills:

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



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

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


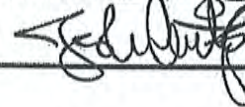
REFERENCES

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
Annette O'Neal	CHSS	P.O. Box 948, Buxton 27922	996-0188

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

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: 11/27/18 Signature of applicant:   
 Signature of parents: 

FOR OFFICE USE ONLY:

Date received: 4/24/19

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 Juvenile Crime Prevention Council

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

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

Name Shannon Brooks

Address 104 Beck's Ct.

City/State/Zip Manteo, NC 27954

Email Address: sebrooks@ncsu.edu

Telephone Home: 252-475-0413

Business: 252-472-4290

Resident of Dare County:  yes  no

Occupation: Director of NC State Cooperative Extension

Business Address: 517 Budleigh St. Manteo, NC 27954

Educational background:

BA Anthropolgy from Texas State Univeristy, MS Agricultural Education from Montana State University

Business and civic experience and skills:

I am currently the Director of Dare County's NC State Cooperative Extension that manages the Dare County 4-H program. Dare County 4-H youth participate in curriculum based out of school programing that is nationally recognized.

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

Dare County Master Gardener Volunteer Association - Advisor

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
Tim White	Director of Public Services for Dare County		twhite@darenc.com
Bonnie Bennett	Program Coordinator of Friends of Youth		bbfay@dare.com
Janice Tillett	Retired	Manteo NC	janicetillett1@gmail.com

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: 04/06/17 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

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

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Roanoke Island Community Center Board  
 2<sup>nd</sup> choice Parks and Recreation  
 3<sup>rd</sup> choice Juvenile Crime Prevention (Depends on work schedule)

Name Lynette Ford

Address 104 Elsie Daniels Lane

City/State/Zip Manteo, NC 27954

Email Address fordly@daretolearn.org / lynetteford5748@gmail.com

Telephone Home: (252) 305-5748

Business: (252) 449-7000 Ext 2466

Resident of Dare County:  yes  no

Occupation: History Teacher

Business Address: First Flight High School

Educational background:

B.A. History (CSU), Associate Degree (COADARE); Manteo High School Graduate

Business and civic experience and skills: FFHS TEACHER

Monday Night Alive tutor? Volunteer (10 yrs), OBX Marathon volunteer  
Enjoy being a public servant. Familiar with the community and their needs.

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

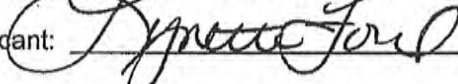
\_\_\_\_\_  
\_\_\_\_\_

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
Paul Charon	Lost Colony Brewery	Manteo	(252) 305-3666
Virginia Tillett		Manteo	(252) 473-2753
Jane Midgett	school board receptionist	Manteo	(252) 473-8995

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: 3/16/18 Signature of applicant: 

FOR OFFICE USE ONLY:

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

# Lynette Ford

Current Address:

**P.O. Box 2563**

**Manteo, N.C. 27954**

**252-305-5748**

**[lynetteford2000@yahoo.com](mailto:lynetteford2000@yahoo.com)**

**[lynetteford5748@gmail.com](mailto:lynetteford5748@gmail.com)**

**[fordly@daretolearn.org](mailto:fordly@daretolearn.org)**

Permanent Address:

**104 Elsie Daniels Lane**

**Manteo, N.C. 27954**

## Summary

Highly dedicated and resourceful Community Service Worker with a stellar record of community involvement and conflict resolution. I am adept at helping community members in finding creative and productive solutions for any issues. I am a strong multitasker and able to handle a number of simultaneous questions and problems with high accuracy and efficiency.

## Highlights

- Community service experience
- Strong familiarity with community
- Excellent ability to coordinate community service
- High organization and presentation skills
- Outstanding creative thinking and problem-solving abilities
- Oral and written communication skills

**OBJECTIVE:** To work in the community I grew up in and to give back to the people who help me grow. I would like to be a humble servant, serving my great community.

**ACTIVITIES:** I worked with Monday Night Alive for 10 years. MNA is a program which helps students (k-12) with school work.

**EDUCATION:** **B.A. – History**  
Elizabeth City State University  
Elizabeth City, N.C. 27909  
Graduation Date: May 5, 2007 **GPA: 3.4**  
**Associate in Art Degree**  
College of Albemarle Dare campus  
Graduation Date May 2004  
Effective teacher training 2008

**SPECIAL SKILLS:** Microsoft Works, PowerPoint  
Positive attitude towards work  
Adaptability towards environment  
Positive attitude towards learning  
Work well with people

**WORK  
EXPERIENCE:**

- 2017-Present** First Flight High  
100 Veterans Dr, Kill Devil Hills, NC 27948  
(252) 449-700 ext 2466  
History Teacher  
American History  
Apex Civics  
World History
- 2008-Present** Full Moon Café  
208 Queen Elizabeth Ave  
Manteo, N.C. 27954  
(252) 473-6666  
Server
- 2008** Coastal Staffing Services  
4601 N Croatan Hwy Kitty Hawk, N.C. 27949  
(252) 255- 1800
- 2007- 2008:** Sound Feet Shoes Powells Point, NC  
Assistant Manager Duck Store #6. Worked also in Kitty Hawk #5  
(252)491-2858 (252)261-0490 (252) 441-0715
- 2000-2007:** Weeping Radish Restaurant and Brewery, Manteo, N.C. 27954  
**Opening and closing manager**, Whenever needed  
Pub tender, Waitress, Cook, and Customer Service  
(252) 473-1157
- 1995-1999:** **Manager of Nine West Shoes**, Tanger Outlet Mall Nags Head, N.C. 27959  
Customer Services  
Manual Operation of the store  
Visual Merchandising  
(252) 441-8488
- 1995-1997:** **3<sup>rd</sup> Key of Colours and Scents**, Tanger Outlet Mall Nags Head, N.C.27959  
Customer Services, Visual Merchandising and  
Manual Operation of the store

**1993-1995:** **Wallet Works**, Tanger Outlet Mall Nags Head, N.C. 27959

**AWARDS:** National Collegiate Minority Leadership Award 2002  
SGA Vice President 2002-2003  
SGA President 2003-2004  
Vice Chancellor List (2004)  
Dean List (2004, 2007)  
Honor Roll (2005 – 2006)  
Phi Alpha Theta 2006  
Honor Roll 2007  
Substitute Teaching Certification 2008

**REFERENCES:** Paul Charron  
Lost Colony Brewery & Café  
Downtown Manteo, N.C. 27954  
(252) 305- 3666  
(252) 473-6666

Jane Midgett  
**Dare County School Board and Education**  
Manteo.N.C.27954  
(252) 473-  
(252) 480-8888

Virginia Tillett  
Former County Commissioner/Educator  
Manteo, N.C. 27954  
(252) 473-2753



**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.

Advisory Board or Committee interested in:

1<sup>st</sup> choice Planning Board, Tourism Bd., Oregon Inlet Waterways  
2<sup>nd</sup> choice Juvenile Crime Prevention Council, Board of Adjustment Comm.  
3<sup>rd</sup> choice ABC Board, Roanoke Island Community Center Bd. <sup>App'd 6/15</sup>  
Name: Allen Moran (Planning Board - District 1, At Large)  
Address: 381 Mother Vineyard Rd. Health & Human Services Bd.

City/State/Zip Manteo, N.C. 27954

Telephone Home: (252) 423-1309

Business: (252) 475-9222

Resident of Dare County:  yes  no

Occupation: Jail Administrator / Real Estate Agent

Business Address: 1044 Driftwood Dr. Manteo, N.C. 27954

Educational background:  
N.C. Licensed Real Estate Broker, N.C. Justice  
Academy

Business and civic experience and skills:  
Rotary International (Manteo) Board Member / Community Service Chair 2012

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

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

Expiration Date of Terms: \_\_\_\_\_

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	Dare County Sheriff	962 Marshall C. Collins Dr.	252-216-9898
Bobby Owens	Ret. N.C. Utilities Commission	310 Agona St.	252-256-0668
Marc Basnight	Retired	169 Scuppernong Rd.	252-475-8093

I understand this application will be kept on the active file for five years and I hereby authorize Dare County to verify all information included in this application.

Date: 12/12/2014 Signature of applicant: *Cell M*

FOR OFFICE USE ONLY:

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

Date forwarded to County Commissioners: \_\_\_\_\_

**JUVENILE CRIME PREVENTION COUNCIL**

(Two Year Term)

**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.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
<b>Robert Trivette</b> P.O. Box 888 Kitty Hawk, NC 27949 261-9727 (H), 305-3739 (O) (District Court Judge/Co. Comm. Appt.)	6/19	Apptd. 1/12 Reapptd. 6/13,15,17
<b>Molly McGinnis</b> 121 Fort Hugar Way Manteo, NC 27954 489-9405 Cell 489-7050 Work Cell mcginnismo@daretolearn.org (School Supt. or designee)	6/19	Apptd. 3/18
<b>Vance Haskett</b> P.O. Box 246 Manteo, NC 27954 473-2069 (Police Chief)	6/19	Apptd. 1/08 Reapptd. 7/09,11,13,15, 17
<b>Gail Hutchison</b> 6115 Hwy 64 Manns Harbor, NC 27953 252-216-8337 (Local Sheriff or designee)	6/19	Apptd. 6/13 Reapptd. 6/15, 17
<b>Jennifer Karpowicz</b> P.O. Box 1276 Manteo, NC 27954 919-357-5700 (Asst. Dist. Atty. or designee)	6/19	Apptd. 7/09 Reapptd. 6/11,13,15,17
<b>Edward Hall, Jr.</b> Chief Court Counselor, District 1 1305 McPherson Street Elizabeth City, NC 27909 252-331-4759 (O) Edward.hall@ncdps.gov (Chief Court Counselor or designee)	6/19	Apptd. 6/18

<b>Keith Letchworth</b> 1708 E. Arlingto Blvd. Greenville, NC 27834 252-347-6365 (Director AMH/DD /SA or designee)	6/19	Apptd. 1/16, 6/17
<b>Bonnie Bennett, Treas.</b> P.O. Box 1000 Manteo, NC 27954 475-5753 (County Manager or designee)	6/19	Apptd. 1/99 Reapptd. 1/01 Reapptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15,17
Melinda Mogowski P.O. Box 3707 Kill Devil Hills, NC 27948 441-3536 (Substance Abuse Professional)	6/20	Apptd. 1/99 Reapptd. 1/01 Reapptd. 1/03 Reapptd. 10/04,06,08 6/10,12,14,16, 18
Stephen Wescott P.O. Box 2148 Manteo, NC 27954 216-6358 (Member of Faith Community)	6/20	Apptd. 11/11 Reapptd. 6/12,14,16 6/18
<b>Steve House</b> 288 N. Dogwood Trail PO Box 1093 Southern Shores, NC 27949 216-8985 cell; 305-9258 home Steve.house@darenc.com (County Commissioner)	6/19	Apptd. 6/17
<b>Pat Hudspeth, CH</b> 5200 Pine Hill Lane Kitty Hawk, NC 27949 252-473-3484 (Juvenile Defense Attorney)	6/19	Apptd. 3/08 Reapptd. /09,11,13,15 17
<b>Richard J. Martin</b> P.O. Box 1878 Manteo, NC 27954 473-1957 (At Large)	6/19	Apptd. 1/99 Reapptd. 6/13,15,17
Jennifer Alexander 116 Tall Pines Court Kill Devil Hills, NC 27948 252-202-2777 jnicolealexander@yahoo.com (Member of Business Community)	6/20	Apptd. 1/19

<b>Melanie Gonzalez</b> 1514 Village Lane Kill Devil Hills, NC 27948 252-564-2427 Gonzalezme0906@daretolearn.org (Student Representative)	6/19	Apptd. 1/19
Michael Lewis P.O. Box 1490 Manteo, NC 27954 252-216-5257 (H) 252-473-5121 (Rep. United Way/other Non-profit)	6/20	Apptd. 2/16 Rapptd. 6/16, 18
<b>Laura Twichell</b> P.O. Box 2311 Manteo, NC 27954 315-345-6464 (At Large)	6/19	Apptd. 6/15 Reapptd 6/17
<b>Shelia Davies</b> P.O. Box 669 Manteo, NC 27954 475-5500 (Director-Health & Human Services)	6/19	Apptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15, 17
<b>Katherine Irby</b> P.O. Box 1000 Manteo, NC 27954 473-4290 (4-H/SOS-At Larg.)	6/19	Apptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15, 17
<b>Lionel Ray Robinson</b> 309 Sir Walter Raleigh Street Manteo, NC 27954 336-580-9096 (H) Ray@OBXSE.org (At Large)	6/19	Apptd. 6/17
Tim White P.O. Box 1000 Manteo, NC 27954 475-5916 (Director, Parks & Rec.)	6/20	Apptd. 6/08 Reapptd.6/10,12,14,16 6/18
<b>Ryan Henderson</b> 2615 Anchor Lane Nags Head, NC 27959 252-573-8373 At Large	6/19	Apptd. 1/16 Reapptd. 6/17
<b>Nancy Griffin</b> 94 Skyco Rd. Manteo, NC 27954 423-1781 (At Large)	6/19	Apptd. 6/15 Reapptd. 6/17

Marsha Ribner-Cady 103 Weir Point Dr. Manteo, NC 27954 252-473-3094(At Large)	6/20	Apptd. 6/10 Reapptd. 6/12, 14, 16 6/18
<b>Mollee Sinks</b> 230 Wax Myrtle Trail Kitty Hawk, NC 27949 252-207-0544 – home 252-305-3891 – cell Sinksmo0128@daretolearn.org (Youth Rep. under age 18)	6/19	Apptd. 09/17
Josh Houston 1274 Burnside Road Manteo, NC 27954 473-7546 (Josh's Cell), 423-0619 (John's Cell) Houstonjo0911@daretolearn.org (Youth Rep. under age 18)	6/20	Apptd. 11/17 Reapptd. 6/18

**NOTES:**

**MEETING INFO. - 2<sup>nd</sup> Tues. each month at 12:30 p.m., Rm. 238, Admin. Bldg.**

**CONTACT INFO:** Bonnie Bennett, Friends of Youth  
Jay Burrus, Dept. of Health & Human Services Director  
Pat Hudspeth, Chair

**MEMBERS COMPENSATED:** No

Doug Oberbeck replaced Dave Cheesman 7/07.  
Tom Waite replaced Tim Hill 7/07.  
Jane Midgett replaced Betty Selby 7/07.  
Renee Welch replaced Amy Wells 7/07.  
Richard Martin replaced DuWayne Gibbs 7/07.  
Katie Lee and Kasey Rollinson filled vacant youth rep. positions 11/07.  
Vance Haskett appointed to fill unexpired term of Francis D'Ambra 1/08.  
Winfield Bevins replaced Jim Southern 6/08.  
Tim White replaced Cliff Ogburn 6/08.  
Sarah Massey filled unexpired term of Tom Waite 10/08.  
Tom Williamson filled unexpired term of Jane Midgett 12/08.  
Melinda Maher filled unexpired term of Renee Welch 12/08.  
Sara Gist filled vacant at large student rep 12/08.  
Richard Martin replaced Nancy Griffin 7/09.  
Jennifer Karpowicz replaced Kimberly Pellini 7/09.  
Kevin Brunk filled unexpired term of Winfield Bevins 7/09.  
Lora Vann filled unexpired Sarah Massey 11/09.  
Lora Gilreath filled unexpired term of Cole Beasley 6/10.  
Marsha Ribner-Cady filled vacant at large seat 6/10.  
Ron Bennett appointed to fill unexpired term of Eddie Lynch 1/11.  
Tripp Hobbs replaced Richard Martin 6/11.  
Jeff Deringer replaced Doug Oberbeck 6/11.

Richard Martin replaced Edgar Barnes 6/11.  
Lynette Ford replaced Thomas Williamson 6/11.  
Tony Gray replaced Melinda Maher 6/11.  
Sheila Davies filled unexpired term of Tony Gray 11/11.  
Stephen Wescott filled unexpired term of Kevin Brunk 11/11.  
Kara Rap filled unexpired term of Elise Quidley 11/11.  
Wes Rawles filled unexpired term of David Spruill 11/11.  
Matthew Schofield filled unexpired term of Lynette Ford 6/12.  
Natalie Evans filled unexpired term of Matthew Schofield 2/13.  
Malinda Lathan filled unexpired term of Shelia Davies 2/13.  
Teresa Twyne filled unexpired term of Tripp Hobbs 10/13.  
Bobbie Lowe filled unexpired term of Sarah Massey 4/14.  
Adam Leggett filled unexpired term of Bobbie Lowe 12/14.  
Margarette Umphlett filled unexpired term of Virginia Tillet 12/14.  
Appointment for Health Department combined with appointment for Social Services, (Health and Human Services) 2014.  
Laura Twichell replaced Natalie Evans 6/15.  
Nancy Griffin replaced Lora Gilreath 6/15.  
Alejandra Monica-Sanchez appointed to fill unexpired term of Austin Banks 11/15.  
Joshua Tolson appointed to fill unexpired term of Abby Haywood 11/15.  
John Gardner filled unexpired term of Ron Bennett 1/16.  
Keith Letchworth filled unexpired term of Adam Leggett 1/16.  
Ryan Henderson filled vacant, at large seat 1/16.  
Michael Lewis filled unexpired term of Lynn Bryant 2/16.  
LaQreshia Bates-Harley filled unexpired term of Sherri Ellington 6/16.  
Lionel Ray Robinson replaced Malinda Lathan 6/17  
Steve House replaced Margarette Umphlett 6/17  
Mollee Sinks appointed to fill unexpired term of Alejandra Monica-Sanchez 9/17  
Josh Houston appointed to fill unexpired term of Joshua Tolson 11/17  
Molly McGinnis appointed to fill unexpired term of Teresa Twyne 3/18  
John Gardner did not want to be reappointed, his replacement was deferred to later 6/18  
Edward Hall, Jr. filled unexpired term of LaQreshia Bates-Harley 6/18  
Jennifer Alexander was appointed to fill the vacancy for member of the Business Community 1/19  
Melanie Gonzalez appointed to fill the vacant student representative seat 1/19

**REVISED 1/19**



*Land Transfer Tax Appeals Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



June, 2019

**BOARD APPOINTMENTS**

**LAND TRANSFER TAX APPEALS BOARD**

(Four Year Term)

The following terms expire in June:

**John Ratzenberger**

(Town of Nags Head)

(Current Term 11/15– 6/19)

(Originally Apptd. 11/15)

**The Town of Nags Head recommends appointing Michael Siers.**

**Jack Overman**

(Comm. Apptd.)

(Current Term 11/15 – 6/19)

**Jack Overman would like to be reappointed.**

**Michael Stone**

(Town of Southern Shores)

(Current Term 11/15-6/19)

(Originally Apptd. 11/15)

**The Town of Southern Shores recommends reappointing Michael Stone to another term**

Other Members:  
See attached list



Janice Williams <janicew@darenc.com>

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## Land Transfer Tax Appeals Board applicant from Nags Head - Mike Siers

1 message

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Carolyn Morris <carolyn.morris@nagsheadnc.gov>

Sun, May 5, 2019 at 3:06 PM

To: Janice Williams <janicew@darenc.com>

Janice - The Nags Head Board voted to appoint him to the subj: Board at their April meeting.

Let me know if you need anything else.

Carolyn F. Morris, CMC


Town Clerk

Town of Nags Head

252-449-2009

[www.nagsheadnc.gov](http://www.nagsheadnc.gov)

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 **Nags Head Mike Siers application.pdf**  
81K

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 Land Transfer Tax Appeals Board

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

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

Name Michael Siers

Address 4638 S Blue Marlin Way

City/State/Zip Nags Head, NC 27959

Email Address mike.siers@nagsheadnc.gov

Telephone Home: C - 252-489-3861

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

Resident of Dare County:  yes  no

Occupation: Broker/Realtor

Business Address: Howard Hanna Real Estate - Kitty Hawk, NC

Educational background:

Attended Shenandoah University

Business and civic experience and skills:

Rotary President

Knowledge of Real Estate, Negotiation

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

- Nags Head Commissioner

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- Nags Head Stormwater Committee

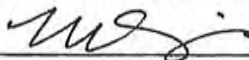
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REFERENCES

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>Renee Cahoon</u>	<u>Business Owner</u>	<u>Nags Head</u>	<u>252-473-8113</u>
<u>Cliff Ogburn</u>	<u>Town Manager</u>	<u>Nags Head</u>	<u>252-441-5508</u>
<u>Webb Fuller</u>	<u>Consultant</u>	<u>Nags Head</u>	<u>252-305-9322</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: 5/1/2019 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 5-6-19



Janice Williams &lt;janicew@darenc.com&gt;

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**RE: Land Transfer Tax Appeals Board**

1 message

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**Sheila Kane** <skane@southernshores-nc.gov>

Wed, May 8, 2019 at 12:40 PM

To: Janice Williams &lt;janicew@darenc.com&gt;

Janice,

The Town of Southern Shores **UNANIMOUSLY** voted to **re-appoint** Mike Stone to another term on the Land Transfer Tax Appeal Board.

I do not know if you have his original application, but I have attached an application containing his contact info. I was unable to get up with him this morning for any additional application info.

Thank you

Sheila Kane, CMC, NCCMC

Town Clerk

Town of Southern Shores

[5375 N Virginia Dare Trail](#)[Southern Shores, NC 27949](#)

(252) 261-2394 phone

(252) 255-0876 fax

[skane@southernshores-nc.gov](mailto:skane@southernshores-nc.gov)**From:** Janice Williams <janicew@darenc.com>**Sent:** Monday, March 11, 2019 10:48 AM**To:** Sheila Kane <skane@southernshores-nc.gov>**Subject:** Re: Land Transfer Tax Appeals Board

That would be fine!

Thank you!

On Mon, Mar 11, 2019 at 10:30 AM Sheila Kane <[skane@southernshores-nc.gov](mailto:skane@southernshores-nc.gov)> wrote:

Janice,

I received the Land Transfer Tax Appeal application sent to the Mayor. I see it will be on the Dare County Board of Commissioners agenda June 3, 2019.

We would like to place it on the Southern Shores agenda for the May 7<sup>th</sup>. Would this be to late if I send the application back to you by email on May 8<sup>th</sup> ?

Thank you,

Sheila Kane, CMC, NCCMC

Town Clerk

Town of Southern Shores

[5375 N Virginia Dare Trail](#)

[Southern Shores, NC 27949](#)

(252) 261-2394 phone

(252) 255-0876 fax

[skane@southernshores-nc.gov](mailto:skane@southernshores-nc.gov)



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**Janice Williams**

*Executive Assistant*

County Manager & County Attorney

PO Box 1000, Manteo, NC 27954

[252.475.5800](tel:252.475.5800) phone

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

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Land Transfer Tax Appeals Board

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

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

Name Mike Stone

Address 5 Ocean Blvd

City/State/Zip Southern Shores NC 27949

Email Address mstone@southernshores.com

Telephone Home: cell 207-2213

Business: (252) 261-2000

Resident of Dare County:  yes  no

Occupation: Owner - Southern Shores Realty

Business Address: 5 Ocean Blvd. Southern Shores NC

Educational background:  
\_\_\_\_\_  
\_\_\_\_\_

Business and civic experience and skills:  
\_\_\_\_\_  
\_\_\_\_\_

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

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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
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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: \_\_\_\_\_ Signature of applicant: \_\_\_\_\_

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FOR OFFICE USE ONLY:

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



**LAND TRANSFER TAX APPEALS BOARD**  
(Four Year Term)

**This Board meets when a person disputes the amount of land transfer  
tax due as stated by the Tax Collector.**

<u>MEMBER</u>	<u>AREA REPRESENTING</u>	<u>TERM EXPIRATION</u>
Jacqueline Ricks-Sample P.O. Box 1367 Kill Devil Hills, NC 27948 441-4367 (Town of KDH appointee)	KDH	Expires 6/2021 Reapptd. 6/13, 17
<b>Michael Stone</b> P.O. Box 150 Kitty Hawk, NC 27949 255-0275 (Town of SS appointee)	SS	Expires 6/2019 Apptd. 11/15
<b>John Ratzenberger</b> 119 W. Seawatch Court Nags Head, NC 27959 480-0752 (Town of Nags Head appointee)	NH	Expires 6/2019 Apptd. 11/15
<b>Jack Overman</b> 110 Puddle Lane Manteo, NC 27954 473-2126	Comm. Apptd.	Expires 6/2019 Reapptd. 6/11, 11/15
Vacant (Barbara Connery)	Comm Apptd.	Expires 6/2017
June Neri 309 Devon St. Manteo, NC 27954 473-1800 (Town of Manteo appointee)	Manteo	Expires 6/2021 Reapptd. 6/13, 17
Lynne McClean 610 W. Kitty Hawk Road Kitty Hawk, NC 27948 202-9672 Lynne.mcclean@kittyhawktown.net (Town of Kitty Hawk appointee)	KH	Expires 6/2021 Apptd. 6/17

MEETING DATE: The board only meets when there is an appeal.

County Attorney  
P.O. Box 1000  
Manteo, NC 27954  
475-5811  
Greta Skeen, Tax Adm.  
P.O. Box 1000

Manteo, NC 27954 Phone: 475-5945  
Barbara Connery replaced Manson Meekins who resigned 6/99.  
Russell Langley replaced Smokey Broughton 8/99.  
Robert Muller replaced Ronald Scott 8/99.  
Robert Ralason reappointed for four year term 3/02.  
Barbara Connery reappointed for four year term 4/02.  
June Neri replaced Jule Burrus 4/02.  
Bill Fruit replaced Leo Antonucci 4/02.  
Doug Seay replaced Bill Fruit 9/05.  
Emilie Klutz replaced Doug Seay 1/06.  
Doug Remaley replaced Bob Muller 9/07.  
Jack Overman apptd. to fill seat left vacant by Russell Langley 1/08.  
Jacqueline Ricks-Sample appointed to fill unexpired term of Robert Rollason 5/2010.  
Michael Stone replaced James Perry, Town of Southern Shores 11/15.  
John Ratzenberger replaced the late Doug Remaley, Town of Nags Head, 11/15.  
Lynne McClean replaced Emilie Klutz

**REVISED 6/17**



*Library Board - Dare*

**Description**

See attached summary.

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

June 2019

**BOARD APPOINTMENT**

**Library Board - Dare**  
**(Three Year Term)**

The following has a term to expire this month:

**Lisa Phillips**  
(Current Term 6/16-6/19)  
(Originally Apptd. 8/11)

She would like to be reappointed.

Applications have been received from:

Karen Blose  
Michelle Estelle Lewis

Other Members:  
See attached

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 Library Board- Dare County

2<sup>nd</sup> choice   

3<sup>rd</sup> choice   

Name Karen K. Blöse

Address 105 Waxwing Court

City/State/Zip Duck, NC 27949

Email Address kkblose@charter.net

Telephone Home: (252) 261-8881

Business: cell: (609) 439-9643

Resident of Dare County:  yes  no

Occupation: construction lawyer/architectural practice management consultant

Business Address: 105 Waxwing Court, Duck, NC 27949

Educational background: Juris Doctor-Duke University School of Law-1982

Bachelor of Arts-Mount Holyoke College-1979 Phi Beta Kappa, Magna Cum Laude,  
majors: English & Political Science

Business and civic experience and skills: Please see attached CV.

I am a lawyer licensed in Maryland and Pennsylvania with 30 years of experience, most  
as an in-house attorney for international architecture, engineering and construction firms.

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

I moved to Duck as a full-time resident in May 2018. While living in NJ I served as a literacy tutor and for 3 years a member of the Board of Directors for the Literacy Volunteers of Burlington County, NJ.

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>George Lurie retired engineer, lay leader of JCOBX 404 Creek Road Kitty Hawk NC 27949 (252) 255-1866</u>			
<u>Gwen Taylor retired attorney &amp; clinical social worker, wedding officiant 109 Sandpiper Cove Duck NC 27949 (252) 715-0559</u>			
<u>John Park retired air Force officer &amp; civil servant &amp; Lynda Park, retired classroom assistant 109 Waxwing Lane, Duck NC 27949 (703) 508-6826 or (703) 901-5921</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: March 12, 2019 Signature of applicant: Keen K. Blose

FOR OFFICE USE ONLY:

Date received: 3-12-19

## Karen K. Blose CV 2019

Karen is a dynamic construction lawyer and former firm leader with extensive in-house practice expertise advising executives and project managers at design firms and construction businesses about the business and management issues they face in their practices every day. Skilled at tailoring legal issues to achieve business goals, she is a pragmatic legal analyst, effective team player, and creative problem solver, with unique abilities for timely, cost effective and strategic dispute resolution. She now uses her experience as an in-house legal counsel and commercial director at large firms as the **Principal AEdvisor** at **AEdvise LLC**, providing consulting services to all size practices when answers are needed from a person who understands running a design or construction business in the regulated environment of the Mid-Atlantic area and around the globe.

Karen was the **Commercial Director, General Counsel, Principal of RMJM NORTH AMERICA**, Princeton, NJ (formerly known as HillierARCHITECTURE), the North American unit of multi-national architecture and engineering firm (\$120 million annual revenue). Before that she served as **Group General Counsel-Power for WASHINGTON GROUP INTERNATIONAL, INC.**, Princeton, NJ (formerly known as **Raytheon Engineers & Constructors, Inc.**), a multinational engineering, procurement and construction company (\$2.7 billion annual revenue).

Karen's first position in-house was as the first in-house counsel for **RTKL ASSOCIATES INC.**, Baltimore, MD, when she served as **General Counsel, Secretary, Principal** for 10 years, helping the firm to expand both throughout the United States and around the globe. When she left RTKL, the multinational architecture and engineering firm had 9 domestic offices, and 4 international offices (then \$105 million annual revenue).

Before joining RTKL, Karen had been a **Partner** in the **Real Estate Transactions Group** at **SAUL EWING LLP** in Baltimore, MD (formerly known as WEINBERG & GREEN).

Karen earned her **Juris Doctor Degree** from **Duke University School of Law**, Durham, NC and her **Bachelor of Arts Degree** Magna Cum Laude, Phi Beta Kappa from **Mount Holyoke College**, South Hadley, MA.

She has been a panelist in several programs of the American Bar Association Forum on the Construction Industry, for 3 years at Design on the Delaware, the annual convention of the Philadelphia AIA and 2 years at the Philadelphia AIA Procrastinators ProCon (2014 & 2015) and more recently in 2018 at the AIA New York Center for Architecture. She has also been a guest lecturer 9 times for the Professional Practice course in The Graduate Program in Architecture at Princeton University.

Karen is licensed to practice law in the states of Maryland and Pennsylvania. She is a member of the American Bar Association – Forum on the Construction Industry, the Maryland and Pennsylvania State Bar Associations.

Before moving to North Carolina in 2018, Karen had been a volunteer for the Food Bank of South Jersey, as a teaching assistant in a program on healthy food preparation for middle school students. She also was a literacy tutor and served for 3 years on the Board of the Literacy Volunteers of Burlington County.

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Zoning Board of Adjustment

2<sup>nd</sup> choice Land Transfer Tax Appeals Board

3<sup>rd</sup> choice Library Board (East Albemarle Region)

Name Michelle Estelle Lewis

Address 514 Sir Walter Raleigh Street

City/State/Zip Manteo, N.C. 27954

Email Address MichelleELewis@gmail.com

Telephone Home: (252)473-3151

Business: (203)823-7478

Resident of Dare County:  yes  no

Occupation: Clergy- Youth Director Mount Olivet UMC

Business Address: 300 Ananias Dare Street Manteo, N.C.

Educational background:  
B.A.-ECSU, M.A. Regent Univ., M.E.S.c.- Yale Univ.,  
M.Div. Yale Univ., Doctorate- Emory Univ.

Business and civic experience and skills:  
I have worked both nationally and internationally, and  
served as an advisor at the U.N. for a period of time.



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

I do not currently serve on other boards, and am willing to serve where my skills can be best used.

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
Susan Lee	Dare Co. Teacher Ret.	N.C.	(252) 441-1450
Craig Fitzsimmons	Clergy-Ret.	N.Y.	(573) 356-9516
Marsha Lee	NPS-Ret.	N.C.	(510)750-8879

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: 3/6/2019 Signature of applicant: \_\_\_\_\_

FOR OFFICE USE ONLY:

Date received: 3-6-19

**LIBRARY BOARD – DARE**  
(Three Year Term)

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.

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Lisa Phillips P.O. Box 141 Rodanthe, NC 27968 987-2810 (H) 475-5077 (O)	6-19	Apptd. 8-11 Reapptd. 6-13, 16
Vacant	6-18	Apptd.
Vacant	6-18	Apptd.
Ellen Bryson 1800 Saint David St., Unit A1 Kill Devil Hills, NC 27948 480-1257 (H) 261-2313 (O)	6-20	Apptd. 8-11 Reapptd. 6-14, 17
Mike Hogan, CH P.O. Box 1898 Kill Devil Hills, NC 27948 441-6493 (H), 256-0036 (O)	6-20	Apptd. 6-14, 17
Willard Haithcock, III P.O. Box 2374 Manteo, NC 27954	6-21	Apptd. 6-15 Reapptd. 6-18
Ervin Bateman (**) 4148 Poor Ridge Road PO Box 1127 Kitty Hawk, NC 27949 Ervin.bateman@darenc.com 216.6717 cell (Commissioner Term is 4 years)	6-21	Apptd. 1/19
Janice Willis P.O. Box 413 Hatteras, NC 27943 986-2109 (H), 986-2365 (O)	6-20	Apptd. 6-14, 17

NOTES:

**MEETING INFO:** 2<sup>nd</sup> Thursday, 10:00 a.m. in Jan, April, July & Oct. in any Library

**CONTACT INFO:** Mike Hogan, Chairperson; Jonathan Wark, Librarian  
**MEMBERS COMPENSATED:** No

**\*\*\*\*\*At their meeting held on 6/6/16, the DCBC voted to delete the rule that limited people to serving only two consecutive, two year terms.**

\*\* Commissioner appointee.

Jack Hohmann was first appointed to the Board April 1977.  
Robert Morrill replaced Harrison Baggerly 6/90.  
Stella Green replaced Margot Tillett 6/90.  
Helen Kleyla replaced Bea Mulford 6/92.  
Nora Fucci replaced Cashar Evans 6/93.  
Wayne Gray appointed to fill unexpired term of Jack Hohmann 11/93.  
Martha Hohmann replaced Hilda Bayliss 6/94.  
Pat Eure replaced Helen Kleyla 7/95.  
Jan DeBlieu replaced Nora Fucci 6/96.  
Elizabeth Newman replaced Robert Morrill 6/96.  
James Melvin replaced Stella Green 6/96.  
Beth Storie replaced Martha Hohmann 6/97.  
Cheryl Byrd replaced Polly Bernd 6/97.  
Jan Willis replaced Ray Gray 6/97.  
Cheryl Byrd moved to fill commissioner appointee position replacing Wayne Gray who resigned 8/98.  
John "Possum" Silver appointed to fill position vacated by Cheryl Byrd 8/98.  
Roger Allen replaced James Melvin 6/99.  
Debbie Sauls replaced John Silver 6/00.  
John Robert Hooper replaced Cheryl Byrd 3/01.  
Dorothy Fink replaced Pat Eure 8/01.  
Paul Charron filled unexpired term of Beth Storie 8/01.  
Laura Perkins replaced Jan DeBlieu 8/02.  
Mel Covey replaced Elizabeth Newman 8/02.  
Lynne Hutchins replaced Roger Allen 11/02.  
Betty Swanson replaced Jan Willis 6/03.  
Amy Huggins filled unexpired term of Paul Charron 10/04.  
Janis Cochrane apptd. to fill unexpired term of Mel Covey 1/05.  
Mike Johnson apptd. to fill unexpired term of John Robert Hooper 1/05.  
Lynne Foster apptd. to fill unexpired term of Dorothy Fink 10/05.  
Michael Hogan apptd. to fill unexpired term of Debbie Sauls 10/05.  
Commissioner Virginia Tillett replaced Commissioner Mike Johnson 2/08.  
Fletcher Willey replaced Laura Catoe 7/08.  
Karen Bachman replaced Janis Cochrane 7/08.  
Joyce Bornfriend replaced Lynne Hutchins 7/08.  
Donna Trivette replaced Betty Swanson 12/09.  
William Pfeifer replaced Amy Huggins 12/09.  
Elizabeth Gaimel replaced Michael Hogan 12/09.  
Jerry Hart replaced Lynne Foster 6/10.  
Ellen Bryson filled unexpired term of Fletcher Willey 8/11.  
Lisa Phillips filled unexpired term of Jerry Hart 8/11.  
Commissioner Margaret Umphlett replaced former Commissioner Virginia Tillett 12/14.  
Sandra Carter replaced Donna Trivette 6/15.  
Willard Haithcock replaced Elizabeth Gaimel 6/15.  
Beverly Boswell filled unexpired term of William Pfeifer 6/16.  
Rob Ross replaced Margaret Umphlett 6/17

Beverly Boswell resigned 4/17  
Sandra Carter has moved out of Dare County 6/18  
Ervin Bateman replaced Rob Ross 1/19

**REVISED 1/19**



*Manns Harbor Community Center*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

June 2019

**BOARD APPOINTMENTS**

**MANN'S HARBOR COMMUNITY CENTER BOARD**

(Two Year Term)

The Mann's Harbor Community Center Board manages and is responsible for upgrading of the community building.

The following have terms to expire this month:

**Rodney Ballance**

(Current Term 6/17– 6/19)

(Originally Apptd. 8/01)

**Bett Beasley**

(Current Term 6/17-6/19)

(Originally Apptd. 8/11)

**Vickie Craddock**

(Current Term 6/17-6/19)

(Originally Apptd. 1/99)

**Rodney Ballance passed away.**

**Bett Beasley and Vickie Craddock would like to be reappointed.**

**Jennifer Gilbert has been recommended to replace Rodney Ballance.**

**An application has been received from Jennifer Gilbert**

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 Manns Harbor Community Building Board

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

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

Name Jennifer C. Guilbert Gilbert

Address 7818 Shipyard Rd.

City/State/Zip Manns Harbor, NC 27953

Email Address jlorn1979@yahoo.com

Telephone Home: 252-207-3608

Business: 252-441-8888 x2206

Resident of Dare County:  yes  no

Occupation: Registered Nurse w/ Health Dept/Schools

Business Address: 109 Veterans Dr Kill Devil Hills NC 27948

Educational background: (FFMS)

Associate Degree Nursing yr 2000 COA

Bachelor Degree Nursing yr 2012 Univ of Phoenix

Business and civic experience and skills:

Manns Harbor Volunteer Fire Department

Manns Harbor Womans Club

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

Dare Collaborative for Child Mental Health

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
Vickie Craddock	NCDPS	Manns Harbor	252-423-1164

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: 3-13-19 Signature of applicant: Jennifer C Gilbert

FOR OFFICE USE ONLY:

Date received: 3-15-19



**MANN'S HARBOR COMMUNITY CENTER**  
(Two Year Term)

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

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Rodney Ballance Manns Harbor, NC 27953 473-5855	6-19	Apptd. 8/01 Reapptd. 6/03,6/05, 6-07,09,11,13,15,17
Bett Beasley P.O. Box 56 Manns Harbor, NC 27953 473-3217	6-19	Apptd. 8/11 Reapptd. 6/13,15,17
Clyde Gard P.O. Box 355 Manns Harbor, NC 27953 473-3228	6-20	Apptd. 2/00 Reapptd. 6/01 Reapptd 6/04,06,08,10 12,14,16, 18
Vickie Craddock, Pres. P.O. Box 159 Manns Harbor, NC 27953 473-6086	6-19	Apptd. 1/99 Reapptd. 6/99 6/01, 6/03,6/05, 6/07,09 11,13,15, 17
Bonny Sawyer 5902 Hwy 64 Manns Harbor, NC 27953 473-3038	6-20	Apptd. 6/99 Reapptd. 6/01 Reapptd 6/04,06,08,10 12,14,16, 18

**NOTES:**

MEETING DATE: (Quarterly/Manns Harbor Community Center)

Richard Burke replaced Robin Gard 8/89.  
W.R. Beasley replaced Edward White.  
Lori Hux replaced Janet Craddock 7/91.  
Crystal Mann replaced Bobby Beasley 9/93.  
Joann Ball filled unexpired term of Debbie Tillett 4/95.  
Timmy Midgett filled unexpired term of Richard Burke 4/95.  
Rollins Tillett, Jr. filled unexpired term of Crystal Sidwell 10/97.  
Darlene Craddock appointed to fill unexpired term of Darlene Gard 1/99.  
Vickie Craddock appointed to fill unexpired term of Timmy Midgett 1/99.  
Bonny Sawyer replaced Joann Ball 6/99

Dropped from 6 members to 5 members 6/99. \*(Member dropped was Lori Ann Gibbs who moved to Manteo.)

Clyde Gard appointed to fill unexpired term of Rollins Tillett, Jr. 2/00.  
Rodney Ballance appointed to fill unexpired term of Darlene Craddock 8/01.  
Clyde Gard and Bonny Sawyer's terms extended one year so everyone's terms will be staggered and not expire at the same time.  
Bett Beasley replaced Harry Mann 8/11.

**REVISED 6/18**



*Roanoke Island Community Center*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

June, 2019

**BOARD APPOINTMENTS**

**ROANOKE ISLAND COMMUNITY CENTER BOARD**

(Two Year Term)

**The following have terms that expire this month:**

**Jonique Lee**

(Current Term 6/17 – 6/19)

(Originally Apptd. 6/15)

**Betty Selby**

(Current Term 6/17– 6/19)

(Originally Apptd. 1/06)

**Allen Moran**

(Current Term 6/17– 6/19)

(Originally Apptd. 6/15)

**Clarence Lewis**

(Current Term 6/18-6/19)

(Originally Apptd. 6/18)

**All would like to be reappointed**

**Applications have been received from:**

**Stephanie J. Harkness-Moxley**

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 Parks and Recreation

2<sup>nd</sup> choice Dare County Center Advisory Board

3<sup>rd</sup> choice Roanoke Island Community Center Board

Name Stephanie J. Harkness-Moxley

Address 152 Brakewood Rd

City/State/Zip Manteo, NC 27954

Email Address smoxley@madriver.com

Telephone Home: 843-540-2358 (cell)

Business: 252-573-8248

Resident of Dare County:  yes  no

Occupation: Paralegal

Business Address: 207 Queen Elizabeth Ave., Ste. 101, Manteo, NC 27954

Educational background:

Bachelor of Arts in International Studies from The Ohio State University

Post Graduate work in Paralegal Studies at Technical College of the Lowcountry

Business and civic experience and skills:

Please see attached resume.

Other Boards/Committees/Commissions on which you presently serve:  
 Manteo MS PTO: Volunteer Cord.; Premier Soccer Manteo, Inc.: Secretary;

Outer Banks Youth Soccer Assoc.: Secretary, Director Concessions;

#### 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
Josh Deal	Atlantic Flooring, owner	502 Hwy 64, Manteo	305-4037
Susan Harman-Scott	Attorney	207 QE Ave., Ste. 101, Manteo	573-8248
Diane Bognich	Finance Officer, OBX Inc.,	1 Vist. Ctr. Cir., Manteo	256-0588

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: 5/4/2018

Signature of applicant:

*Susan Harman-Scott*

FOR OFFICE USE ONLY:

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

**Stephanie Harkness-Moxley**

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152 Brakewood Rd  
Manteo, NC 27954

(843) 540-2358  
smoxley@madriver.com

As I integrate into my new community, I hope to expand my participation in community and civic organizations.

**Susan Harman-Scott, Attorney at Law, PLLC**

**Manteo, NC – June 2016 to Present**

Paralegal for single practitioner office. Research and implement new technologies and case management software. Primary point of contact for clients, associated parties, and general public. Maintain and organize client files. Prepare documents for court and perform supporting research and background.

**McDougall Law Firm**

**Beaufort, SC – July 2015 to June 2016**

Litigation Paralegal supporting assigned attorneys with responsibilities for the maintenance and organization of files from opening of case to final disposition. Point of contact for clients, associated parties. Prepare all court documents, correspondence, evidence and supporting documentation, research and background.

**Bennett Law Firm, LLC**

**Ridgeland, SC – July 2014 to July 2015**

Litigation Paralegal in boutique law firm, supporting attorney in all stages of case development for civil litigation, family, simple probate and minor criminal matters.

**Tupper, Grimsley, & Dean, P.A. Beaufort, SC - July 2011 to July 2014**

Insurance Defense Litigation Paralegal supporting assigned attorneys with responsibilities for the timely and accurate preparation of documentation through all stages of a case including the initial response to new actions, discovery, mediation, and settlement or trial.

**LowCountry Legal Volunteers**

**January 2011 to July 2011**

Unpaid Student Intern: paralegal for a non-profit legal aid organization focusing mainly on family law issues for the under-serviced of Beaufort County.

**Lost Penguin Deli**

**Bluffton, SC - October 2006-July 2010**

Responsible for all aspects of small business ownership including business development and creation of social media and traditional advertising programs, inventory control and human resources.

**Certifications:** North Carolina Notary Public, Commission expires 7/7/2021

**Computer Proficiencies:**

Microsoft Office Suite including Entourage and Outlook for both Windows XP and Mac OS X (Mavericks) platforms; Word Perfect, LexisNexis, Westlaw, eCopy, TABS 3, Clio, Office365 and DropBox; iPad and iPhone mobile computing platforms for office connectivity while off site.

**Education:**

The Ohio State University, Bachelor of Arts: International Relations

Technical College of the Lowcountry, Paralegal Certificate from an ABA credentialed program, Honor graduate

**Community Involvement:**

Manteo Middle School Parent Teacher Organization: Volunteer Coordinator 2017-present

Premier Soccer Training Manteo, Inc.: Board of Directors, Secretary 2017- present

Outer Banks Youth Soccer Association: Board of Directors, Secretary, Director of Concessions 2017-present

Lower Coastal Soccer Academy: Board of Directors, Secretary 2011-2016; Developmental Coordinator 2014-2016; Team Manager for '04 travel team 2011- 2016

Beaufort Water Festival: Volunteer with Young Lawyers Association during Beaufort's premier festival 2011-2015

**ROANOKE ISLAND COMMUNITY CENTER**

(Two Year Term)

**This Board operates and maintains the community center facility and Amenities for the use and benefit of all members of the community.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
<b>Jonique Lee</b> 1014 Burnside Rd. Manteo, NC 27954 216-6464 (Cell)	6-19	Apptd. 6/15, 17
<b>Betty Selby</b> P.O. Box 1485 Manteo, NC 27954 473-3570(H) 473-1151(W)	6-19	Apptd. 1/06 Reapptd. 6/07,09 11,13, 15,17
Kelli Harmon 723 Pirates Way Manteo, NC 27954 910-286-1660 (H)	6-20	Apptd. 7-15 Reapptd. 6/16
Lynette Ford 104 Elsie Daniels Lane Manteo, NC 27954 Home 305-5748 Business 449-7000 ext. 2466 <a href="mailto:fordly@daretolearn.org">fordly@daretolearn.org</a> <a href="mailto:lynetteford5748@gmail.com">lynetteford5748@gmail.com</a>	6-20	Apptd. 6-18
<b>Allen Moran</b> 381 Mother Vineyard Rd. Manteo, NC 27954 423-1309 (H) 475-9222 (W)	6-19	Apptd. 6-15,17
Daniel Selby, Ch. P.O. Box 1544 Manteo, NC 27954 216-8226	6-20	Apptd. 9-06 Reapptd.6/08,10,12 14,16, 18
<b>Clarence Lewis</b> 514 Sir Walter Raleigh Street Manteo, NC 27954 473.3151	6-19	Apptd. 6-18

**NOTES:**

Meeting Date: 1<sup>st</sup> Weds. Of each month, 6:00 pm at the RI Comm. Ctr.  
Betty Govan replaced Lemuel Anderson 8/91.  
Beulah Charity replaced Jerome Selby 6-93.  
Wilford Wescott replaced Snooks Tillett 6/97.  
Arvilla Bowser replaced Wilford Wescott 6/99.



Earl W. Bryant replaced Betty Selby 9/01  
Roland Bowser filled unexpired term of Earline Simmons 1/06.  
Betty Selby filled unexpired term of Dell Collins 1/06.  
Willie Brickhous filled unexpired term of Arvilla Bowser 4/06.  
Daniel Selby filled unexpired term of Earl Bryant 9/06.  
Jonique Lee, Allen Moran and David Twiddy replaced Roland Bowser, Dorothy Tillett and Willie  
Brickhouse 6/15  
Kelli Harmon filled unexpired term of John Daniels 7/15.  
Willer Spencer replaced David Twiddy 6/17  
Lynette Ford replaced Doris Creecy 6/18  
Clarence Lewis filled unexpired term of Willer Spencer 6/18

**REVISED 6/18**



*Rodanthe Waves Salvo Community Center*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

June, 2019

**BOARD APPOINTMENT**

**RODANTHE-WAVES-SALVO COMMUNITY CENTER BOARD**

(Three Year Term)

The following term expires this month:

**Joey O'Neal**

(Current Term 6/16-6/19)

(Originally Apptd. 6/93)

Joey O'Neal would like to be reappointed.

Other Members:  
See attached list

**RODANTHE-WAVES-SALVO COMMUNITY CENTER**

(Three year Term)

**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.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Susan Gray P.O. Box 135 Rodanthe, NC 27968 987-2502	6-21	Apptd. 6-00 Reapptd. 6-03,06,09,12,15,18
Joey O'Neal P.O. Box 7 Rodanthe, NC 27968 987-2560	6-19	Apptd. 6-93,95 98,01,04,07,10,13,16
J.W. Kierzkowski, Ch. Box 55 Salvo, NC 27972 987-2218	6-21	Reapptd. 6-88,90 92,94,97,00,03,06,09,12,15,18
Jason Brian Heilig 24229 Sea Sound Road PO Box 156 Rodanthe, NC 27968 252-599-2340 – Home 252-987-2412 – Business rodanthesurfshop@gmail.com	11-21	Apptd. 11-18
Roberta Midgett P.O. Box 38 Salvo, NC 27972 473-8226 (H) 995-7646 (O)	11-21	Apptd. 9-09 Reapptd. 11-09,12,15,18

**NOTES:**

MEETING DATE: 4<sup>th</sup> Monday of every month – 7:30 p.m.

Claude Howard replaced Don Edwards 2-92.  
Joey O'Neal replaced James Shimpach 6-93.  
Joey Midgett replaced Rudy Gray 6-94.  
Terms were changed to 3 years in 6-96.  
Ken Wenberg replaced Joey Midgett 6-97.  
Susan Gray replaced Ken Wenberg 6-00.  
Roberta Midgett filled unexpired term of Claude Howard 9/09.  
Stephen Ryan replaced Lovie Midgett 11/12.  
Jason Brian Heilig replaced Stephen Ryan 11/18

**REVISED 11/18**



*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.

### July 2019

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. 4 terms expiring

2. East Lake Community Center Board

Works to operate and maintain the East Lake Community Center for the use and benefit of all the residents of East Lake. 3 terms expiring

3. Game and Wildlife Commission

As set forth by State General Statute, the Dare County Game and Wildlife Commission issues and renews blind licenses for all Dare County waters, maintains a map and record system defining site locations and licensees, and also hears and reviews all licensing disputes. 3 terms expiring

4. Parks and Recreation Advisory Council

The Advisory Council reviews and advises the Department of Parks and Recreation in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County. 1 term expiring

5. Wanchese Community Center Board

This Board operates and maintains the Wanchese Community Center for the use and benefit of all members of the Wanchese community. 5 terms expiring

### August 2019

1. ABC Board

The Dare County Alcoholic Beverage Control (ABC) Board manages the sale of distilled spirits by promoting excellence in customer service, fiscal responsibility, operational effectiveness, and compliance with laws that govern the sale and use of alcoholic beverages in Dare County. 1 term expiring

2. Dare County Center Advisory Board

The Advisory Board works to advise and promote goals and policies to enhance the Dare County Center's operations and community outreach. 4 terms expiring

3. Jury Commission

The Jury Commission consists of three members to certify jurors. One member is appointed by the Senior Regular Resident Superior Court Judge, one by the Clerk of Superior Court, and one by the Board of Commissioners. 1 term expiring

4. Stumpy Point Community Center Board

This Board operates and maintains the Stumpy Point Community Center facility and amenities for the use and benefit of all members of the Stumpy Point community. 4 terms expiring

**September 2019**

1. Health and Human Services Board

The Consolidated Health & Human Services Board serves as the policy-making, rule-making, and administrative board for Dare County's Department of Health & Human Services. NCGS 153A-77 requires that "After the subsequent establishment of the Human Services Board, its Board shall be appointed by the Board of County Commissioners from nominees presented by the Human Services Board." In accordance with the General Statute, the Consolidated Human Services Board reviews all applications and submits names of nominees to the Board of Commissioners for approval. 3 terms expiring

2. Nursing Home Community Advisory Council

Nursing Home Community Advisory Councils were established to maintain the intent of the Nursing Home and Adult Care Home Resident Bill of Rights within nursing homes and adult care homes across the state. The Committee promotes community involvement and cooperation to ensure quality of care for older adults. The Council is responsible for advising the County Commissioners of the general conditions that exist in Dare County's long term care facilities. 3 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.

COMMISSIONER'S BUSINESS

MANAGER'S/ATTORNEY'S BUSINESS