



**COUNTY OF DARE**  
PO Box 1000, MANTEO, NC 27954

**DARE COUNTY BOARD OF COMMISSIONERS**

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

**Monday, May 3, 2021**

**“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            Public Comments**
- ITEM 3            Presentation of County Service Pins - May 2021**
- ITEM 4            Dare County Tourism Board Request Consent Expenditure from  
Restricted Fund Line Item 4525**
- ITEM 5            DHHS - Medicaid Transformation Update**
- ITEM 6            Proclamation - Older Americans Month 2021**
- ITEM 7            Proclamation for EMS Week: May 16-22, 2021**
- ITEM 8            Resolution Appointing Review Officer for the Town of Manteo**
- ITEM 9            Dare County Home Health and Dare Hospice Retention Bonus**
- ITEM 10           **Consent Agenda****
- 1. Approval of Minutes
  - 2. Dare County Sanitation Budget Amendment Rubble Transfer Maintenance and Repair
  - 3. Dare County Sanitation Budget Amendment Container Purchases
  - 4. Dare County Sanitation Budget Amendment Vehicle Maintenance and Repair
  - 5. Engineering Contract Amendment 1 for the Colington Rd. Water Line Project
  - 6. Sheriff Department - Budget Amendments for Grants
- ITEM 11           **Board Appointments****
- 1. Dare County Board of Adjustment
  - 2. Extra Territorial Jurisdiction (ETJ) District - Town of Southern Shores
  - 3. Upcoming Board Appointments
- ITEM 12           **Commissioners' Business & Manager's/Attorney's Business****

***ADJOURN UNTIL 5:00 P.M. ON MAY 17, 2021***



*Opening Remarks - Chairman's Update*

**Description**

Dare County Chairman Robert Woodard will make opening remarks.

**Board Action Requested**

Informational Presentation

**Item Presenter**

Chairman Robert Woodard, Sr.



*Public Comments*

**Description**

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

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

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Presentation of County Service Pins - March 2021*

**Description**

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

1. Valerie Hayes - Emergency Medical Technician - Paramedic - 15 year pin
2. Amanda Myers - Physical Therapist - 15 year pin (presented in person by Holly Meekins)
3. Thomas "Bud" Tillett - Senior Equipment Operator - C & D Landfill - 25 year pin
4. Charles "Daniel" Lee - Fleet Maintenance Supervisor - Fleet Maintenance Shop - 25 year pin

**Board Action Requested**

None - one in-person presentation

**Item Presenter**

Robert Outten, County Manager



*Dare County Tourism Board Request Consent  
Expenditure from Restricted Fund Line Item 4525*

**Description**

Expenditure of up to \$90,000.00 to Albemarle & Associates, for engineering and design services, and additional fees as required for the Soundside Boardwalk at the Soundside Event Site, Nags Head.

**Board Action Requested**

Consent for expenditures up to \$90,000.00 for professional services of Albemarle & Associates.

**Item Presenter**

Lee Nettles, Executive Director, Outer Banks Visitors Bureau.



*DHHS - Medicaid Transformation Update*

**Description**

Dare County DHHS will provide an overview and update on NC Medicaid Transformation. All Dare County Medicaid beneficiaries who are moving to Medicaid Managed Care must select a plan. Medicaid Transformation open enrollment continues until May 14th. The four plans that service Dare County have hosted drive up events for residents to receive information and ask questions.

**Board Action Requested**

N/A

**Item Presenter**

Sheila Davies and Chuck Lycett



*Proclamation - Older Americans Month 2021*

**Description**

Each May the nation observes Older Americans Month. The theme for 2021 is "Communities of Strength". Older adults have built resilience and strength over their lives through successes, failures, joys and difficulties. Their stories and contributions help to support and inspire others.

**Board Action Requested**

Issue Proclamation

**Item Presenter**

Robert Outten, County Manager



**A PROCLAMATION  
OLDER AMERICANS MONTH 2021**

**WHEREAS**, Dare County includes a growing number of older Americans who have built resilience and strength over their lives through successes and difficulties; and

**WHEREAS**, Dare County benefits when people of all ages, abilities, and backgrounds are included and encouraged to share their successes and stories of resilience; and

**WHEREAS**, Dare County recognizes our need to nurture ourselves, reinforce our strength, and continue to thrive in times of both joy and difficulty; and

**WHEREAS**, Dare County can foster communities of strength by:

- creating opportunities to share stories and learn from each other;
- engaging older adults through education, recreation, and service; and
- encouraging people of all ages to celebrate connections and resilience.

**NOW, THEREFORE, BE IT RESOLVED** that the Dare County Board of Commissioners do hereby proclaim May 2021 to be **Older Americans Month**. We urge every resident to recognize older adults and the people who support them as essential contributors to the strength of community.

This the 3<sup>rd</sup> day of May, 2021.

SEAL

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Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board





*Proclamation for EMS Week: May 16-22, 2021*

**Description**

To designate the Week of May 16-22, 2021, as Emergency Medical Services Week.

This year's national theme for Emergency Medical Services Week:  
"THIS IS EMS: Caring for Our Communities"

**Board Action Requested**

Approve attached proclamation.

**Item Presenter**

Deputy Chief, Terence Sheehy



**A PROCLAMATION  
2021 EMS WEEK – MAY 16-22, 2021  
EMERGENCY MEDICAL SERVICES WEEK**

**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24-hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, emergency medical services is the community's medical care safety net, fills gaps and provides access into the healthcare system by delivering important, out-of-hospital care, including preventative education and activities, life-saving and time-critical interventions, and acute and non-acute medical services; and

**WHEREAS**, emergency medical service personnel serve our community on the front-lines, often with personal sacrifices of being away from their families on nights, weekends, and holidays, in all types of adverse weather environments, and facing numerous threats to ensure our community receives the best care possible; and

**WHEREAS**, this last year Emergency Medical Services were faced with unprecedented health and safety challenges due to the pandemic, which resulted in monumental changes in everyday procedures; and

**WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, administrators, emergency nurses, emergency physicians, and other out-of-hospital medical care providers; and

**WHEREAS**, the members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

**WHEREAS**, with this year's national theme for Emergency Medical Services Week –  
***"THIS IS EMS: Caring for Our Communities"***

**NOW, THEREFORE, BE IT RESOLVED** that the Dare County Board of Commissioners in recognition of this event do hereby proclaim the week of May 16-22, 2021 as:

**EMERGENCY MEDICAL SERVICES WEEK.**

This the 3<sup>rd</sup> day of May, 2021.

SEAL

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Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board



*Resolution Appointing Review Officer for the Town of Manteo*

**Description**

The attached Resolution supports a request from the Town of Manteo to appoint Melissa Dickerson, Town Planner, of the Manteo Planning Department to perform all responsibilities as required for Review Officer for the Town of Manteo under the appropriate North Carolina General Statutes.

The Review Officers review local plats before recording to certify that it meets the statutory requirements before they are presented to the Register of Deeds.

**Board Action Requested**

Adopt Resolution

**Item Presenter**

Robert L. Outten, County Manager



**RESOLUTION  
APPOINTING REVIEW OFFICER**

**WHEREAS**, S.L. 1997-309 (S875) makes a number of significant changes in the procedures for recording maps and plats; and

**WHEREAS**, the main purpose of the law is to transfer the responsibility for reviewing plats to determine whether they meet recording requirements from the Register of Deeds to a Review Officer; and

**WHEREAS**, GS47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint a person to serve as Review Officer to review each plat before it is recorded and certify that it meets the statutory requirements for recording; and

**WHEREAS**, GS47-30.2 allows for local municipalities to request their respective County governments to be allowed to appoint local Review Officers to review local plats for compliance to GS47-30.2; and

**WHEREAS**, it is the desire of Dare County and Town of Manteo Board of Commissioners to ensure an expeditious review of all maps and plats as required by GS47-30.2 before they are presented to the Register of Deeds for recording.

**NOW THEREFORE BE IT RESOLVED**, that the Dare County Board of Commissioners in support of the request from the Town of Manteo to appoint **MELISSA DICKERSON**, Town Planner, of the Manteo Planning Department to perform all responsibilities as required for Review Officer for the Town of Manteo under the appropriate North Carolina General Statutes, and shall from this date forward, be the only Town of Manteo official authorized to certify maps and plats pursuant to GS47-30.2.

**BE IT FURTHER RESOLVED** that a copy of this Resolution designating the local Review Officer be recorded in the Dare County Register of Deeds Office and indexed in the name of the Review Officer.

This the 3rd day of May, 2021

Dare County Board of Commissioners

\_\_\_\_\_  
Robert Woodard, Sr., Chairman

Attest:

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



**Resolution 2021-03  
RESOLUTION APPOINTING REVIEW  
OFFICER**

WHEREAS, GS§ 47-30.2 requires the Board of Commissioners of each County, by resolution, to designate by name one or more persons experienced in mapping or land records management as a Review Officer; AND

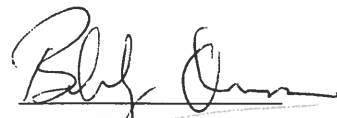
WHEREAS, GS§ 47-30.2 allows for local municipalities to request their respective County governments to be allowed to appoint local Review Officers to review local plats for compliance to GS§ 47-30.2; AND

WHEREAS, it is the desire of the Dare County, and Town of Manteo Board of Commissioners to ensure an expeditious review of all maps and plats as required by GS§ 47-30.2 before they are presented to the Register of Deeds for recording.

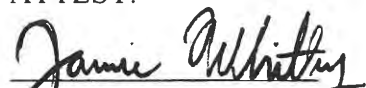
NOW THEREFORE BE IT RESOLVED, that the Town of Manteo Board of Commissioners requests the Dare County Board of Commissioners appoint Melissa Dickerson, Town Planner, of the Manteo Planning Department to perform all responsibilities as required for Review Officer for the Town of Manteo under the appropriate North Carolina General Statutes, and shall from this date forward, be the only official authorized to certify maps and plats pursuant to GS 47-30.2.

BE IT FURTHER RESOLVED that a copy of this Resolution designating the local Review Officer be recorded in the Dare County Register of Deeds Office and indexed in the name of the Review Officer.

Adopted this the 7th day of April 2021.

  
Bobby Owens, Mayor

ATTEST:

  
Jamie Whitley, Town Clerk





*Dare County Home Health and Dare Hospice  
Retention Bonus*

**Description**

The Board of Commissioners will discuss paying a retention bonus to Dare County Home Health and Dare Hospice employees to maintain current staffing levels should Dare Home Health and Hospice be sold to BrightSpring Health Services.

**Board Action Requested**

Discuss and take appropriate action

**Item Presenter**

Robert Outten, County Manager



*Consent Agenda*

**Description**

1. Approval of Minutes - April 19, 2021- Amended Minutes - March 1, 2021
2. Dare County Sanitation Budget Amendment Rubble Transfer Maintenance and Repair
3. Dare County Sanitation Budget Amendment Container Purchases
4. Dare County Sanitation Budget Amendment Vehicle Maintenance and Repair
5. Engineering Contract Amendment 1 for the Colington Road Water Line Project
6. Sheriff Department - Budget Amendments for Grants

**Board Action Requested**

Approval

**Item Presenter**

Robert Outten, County Manager





*Approval of Minutes*

**Description**

The Board of Commissioners will review and approve their previous Minutes (April 19, 2021) and Amended Minutes (March 1, 2021), which follow this page.

**Board Action Requested**

Approve Previous Minutes and Amended Minutes

**Item Presenter**

Robert Outten, County Manager



# 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., April 19, 2021

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

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten  
Deputy County Manager/Finance Director, David Clawson  
Master Public Information Officer, Dorothy Hester  
Clerk to the Board, Cheryl C. Anby

A full and complete account of the entire Board of Commissioners meeting is archived on a video available for viewing on the Dare County website: [www.darenc.com](http://www.darenc.com)

At 5:05 p.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Jody Moore to share a prayer and then Chairman led the Pledge of Allegiance to the flag. Chairman Woodard asked for a motion to move Item 6 to be renamed as Item 3A.

#### **MOTION**

Commissioner Couch motioned to move Item 6 – Public Hearing–Dare County Home Health Hospice to Item 3A on the agenda.

Commissioner Tobin seconded the motion.

VOTE: Ayes unanimous

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

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

- Photographs of the Dare Health Dept. renovation were shared. The new section may be completed in July while renovations continue both inside and out.
- He shared photographs of the progress of The College of the Albemarle construction project. The new buildings were anticipated for completion in spring of 2022.
- He referenced the Board’s efforts on finding solutions for sustainable housing. In following weeks a few additional proposals for workforce housing are expected. SAGA had presented a 72-unit complex for Bowerstown area.
- Reported the COA had a new program to train students interested in obtaining CDL licenses. The class had three instructors with a ten-week program.

- Met with Governor Roy Cooper and NC Department of Health of Human Services Secretary Dr. Mandy Cohen on April 16, 2021 with several members of the Board, as they visited the Kill Devil Hills COVID-19 vaccination clinic.
- Announced the formation of the NC12 Task Force to develop a long-term transportation plan for NC Hwy 12 to identify vulnerable hotspots related to erosion, storms and sea level rise. The collaborative effort would include Dare and Hyde Counties, the National Park Service, NC National Wildlife Refuge and NCDOT.

## **ITEM 2 – PUBLIC COMMENTS**

At 5:28 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 may be viewed in their entirety in a video on the County website. Attempts have been made to accurately reflect the spelling of each name as spoken at the podium or based upon the legibility of the sign-in sheet.

1. Stephen Day, an Avon resident, referred to a website petition opposing the proposed property tax plan. He provided an updated copy of the petition with 74 names who opposed the plan. He presented the Board with a request to inspect communications received from Avon property owners who supported or opposed the tax plan.

*Comments from Buxton:*

2. Bruce Miller spoke to the Board regarding an email from Mark Bissell identifying a 38-acre sand mine in Avon to support beach nourishment. The mine is owned by Ray Hollowell. Permits were not yet in place; however, he expected to have more information in the next thirty days.

*The County Manager closed Public Comments at 5:40 p.m.*

3. Megan Elder submitted an email to the Board with her concerns over the handling of the COVID-19 pandemic in Dare County.

## **ITEM 3 – PROCLAMATION – DECLARING OUTER BANKS WOMAN’S CLUB DAY**

Jean Pratt, President of the Outer Banks Woman’s Club presented the Board with a proclamation which highlighted the many accomplishments of the organization.

### **MOTION**

Commissioners House and Tobin motioned to adopt the Proclamation Declaring Outer Banks Woman’s Club Day as April 21, 2021.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

## **ITEM 4 – MONITOR NATIONAL MARINE SANCTUARY**

Tane R. Casserley, of the Monitor National Marine Sanctuary, provided an update on their programs and accomplishments. He stated the NASA Ingenuity helicopter had succeeded in its flight to Mars with a fragment of the Wright brother’s Kitty Hawk Flyer. He reviewed the Ocean Guardian School whereby Cape Hatteras Secondary Schools had a recycling program in 2019-20 and now were working on a refill station for water bottles. The school was requesting additional funding for an oyster restoration area behind the school. He showcased

the webinar series “Submerged NC”, which was free to the public. He provided a brief video promo entitled, “Valor in the Atlantic”. Working with the Global Foundation for Ocean Exploration and satellite technology, shipwrecks would be investigated along with the marine habitats near them using ROV (remotely operated vehicles). The shipwrecks off the North Carolina shore included the Light Vessel 71, the USS Virginia, WWI and WWII vessels and other notable battleships from the Civil War.

**ITEM 5 – DARE COUNTY N.C. COOPERATIVE EXTENSION REPORT**

Tanya Lamo, Director of the NC Cooperative Extension Office, presented a Report to the People. She stated 2020 presented challenges but did not stand in the way of innovation. NC Cooperative was an educational partnership committed to lifelong learning. COVID did not change their mission or outreach. Some of the 2020 program highlights included: Three active 4H Clubs, OBX Waveriders Community Service projects, the launch of a Master Food volunteer program, sixty-eight Dare County Master Gardeners providing educational opportunities such as six library garden series workshops; and PPE distribution for local businesses and food distribution sites. Their volunteers remain a valuable asset to the community with over 3,500 hours, which translated into a \$91,268 cash value. The Extension office would plan future diverse programs to continue the work to reach the next generation.

**ITEM 3A – (Originally ITEM 6) PUBLIC HEARING: DARE HOME HEALTH AND DARE HOSPICE**

Prior to the public hearing representatives of BrightSpring Health Services addressed the Board and answered each of their questions, which are presented in their entirety in a video on the County website. Rexanne Domico, President of Home Health Care and Rehabilitation Services, and Joseph “Jody” Moore, Vice President of Post Acute Strategy, both gave information regarding their backgrounds in healthcare. Ms. Domico stated there would be a listening and learning path moving forward in any service transition.

Erin Roberts, Esq. addressed the Board to clarify a comment regarding quality reporting. In addition to quality reporting, Ms. Roberts stated BrightSpring would be required to report to the Board on an annual basis regarding the constituents and payer mix being served and their commitment to not deny services based upon their financial position. She also confirmed she had first-hand knowledge of BrightSpring’s efforts to retain the healthcare staff at Stanly County during a recent sale of their home health hospice.

**BOARD RECESSED at 7:18 p.m. and RECONVENED at 7:32 p.m.**

At 7:32 p.m. the Board held a Public Hearing to receive input concerning Dare County Home Health Hospice services. Following is a summary of all citizen remarks made in Manteo (none were made from Buxton), which may be viewed in their entirety in a video on the County website.

1. Courtney N. Gallop stated the first consideration should be maximum access for the best possible hospice care to all residents. She provided her concerns regarding the BrightSpring proposal including: Not enrolled in NC Medicare program, currently has no hospice agency in NC, care prices are double and inflated and a complicated process for qualification of indigent services. She opposed the sale and voiced the need for additional time to review alternative ideas.

2. Lexy Maratellos spoke against the transfer of hospice care to BrightSpring. She said the privilege of providing medical care should not be commercialized or treated as a commodity. She asked the Board if they were concerned on how BrightSpring would earn their money back. She stated the decision to sell the service was lacking in community support.
3. Ann Maratellos, a long-term home health professional, stated BrightSpring made no guarantee as to how they would care for indigent and low-income residents of the County. She stated BrightSpring was not the right fit for the community and shared an email from a consultant who she opined affirmed BrightSpring had already been selected as the home health/hospice provider.
4. Charlie Parker stated his wife had been a hospice nurse for 30 years and shared memories of how some had described hospice aids and nurses as angels sent to help families get through the nightmare of losing a family member. He was opposed to the sale of the hospice service and wanted to make sure Dare residents die with dignity.
5. Charlie Myers asked if anyone had asked the employees what they want and stated taxes were meant to represent the priorities of the citizens. He explained the average high and low deficits would willingly be paid by citizens. He wanted to keep Dare Home Health services operating with locals taking care of locals.
6. Amanda Myers, a physical therapist for Dare Home Health, had experience working for a for-profit company whose focus was not on care but maximizing unwarranted services. She noted she would lose her benefits with this sale and was opposed to the sale of the Dare Home Health to a private provider. She explained the liability of “patient dumping” by other providers as the reason for Dare’s operational deficits.
7. Danielle Stine described how staffing shortages in the current Dare home health service did not affect the concern and warmth staff gave their patients. She stated other jurisdictions were also having staffing issues. She shared an email from Vicki Craddock who echoed many of the same staffing concerns along with BrightSpring’s increased cost of health care for residents with an anticipated 30% cost increase.
8. Whitney Lancaster appeared on behalf of Angela White Davis, who had signed up for comment. Ms. Lancaster had been a Dare nurse for almost two years. Ms. Davis’ statement reflected the many weather challenges of serving patients and her concerns and opposition to the sale of Dare services. She asked the Board to do what was best for employees and for residents needing this specialized service.
9. Johanna Walmsley, an occupational therapist with Dare County, stated locating permanent housing here was mind blowing. If this sale goes through, the transition would take place in June/July. She stated housing was a nightmare. BrightSpring could recruit healthcare staff but she stated “where would they live”.
10. Alfreda Shelton shared, as lead aid for the home health program, the patients and coworkers become a part of family. She stated her coworkers all brought something special to the table. The program had seen good and bad and there had been issues

she felt could have been fixed and were not handled. She explained it took a special person to do this job and she closed with a prayer in support of her co-workers.

11. Pamela Hay, of Southern Shores, a Dare County retiree after twenty years, stated Dare had unique challenges with hospice vacations such as those who came here who had never seen the ocean and wanted it off their bucket list before they died. There were family members who needed care for loved ones while they took respite. She saw a need to keep Dare County's home health hospice under local control.
12. Dianna Varchio processed Dare's medical records and stated her co-workers were all dedicated woman who ensured patients were taken care of through COVID. She asked the Board to consider resolutions which could be offered by the healthcare employees such as cross-training. She shared some comments on a petition opposing the sale of the service and asked for the services to remain under local control.
13. Angelica Lewis from Manteo shared the hospice services provided by Dare for her mother. Her family had been pleased with the services. She said if Dare's services were sold the indigent would suffer the most. She proposed public/private partnerships could be utilized to save the current services.
14. Amanda Hooper did not speak but provided a letter for the Board's consideration. She opposed the sale of the service and stated in part that if it were sold, the county would lose its oversight capacity for the quality of care given to its residents. Palliative care was hands on and she stated telehealth care could only supplement. Staffing was an issue challenged by local housing availability and affordability by potential staff.

*The County Manager closed the Public Hearing at 8:39 p.m. Following are email comments received during the meeting:*

15. Amanda Myers sent the Board an email during the meeting which was a copy of her talking points shared in person opposing the sale to BrightSpring.
16. Danielle Stine sent several emails to the Board during the meeting sharing emails previously shared with the Board along with internet articles and reviews providing negative feedback of BrightSpring's services in other areas.
17. Dianna Vurchio sent an email to the Board which shared comments from a petition in support of retaining and praising the present Dare County Home Health Hospice services.
18. Michelle Lewis sent an email to share her concerns that BrightSpring would not provide the hospice care Dare residents needed. She also voiced concerns regarding due diligence and transparency.
19. Beverly Bull sent an email to the Board stating she had used Dare's homecare services at least ten times and voiced concern over the potential sale. She stated our geographic location often causes residents to be isolated and asked to keep "our community a true village and not just a bottom line."

**ITEM 7 – DISCUSSION AND ACTION FOR AVON BEACH NOURISHMENT SERVICE DISTRICT (Att. #1)**

The County Manager reviewed that the Board had made findings towards the formation of a service district for the Avon beach nourishment project on April 7, 2021. He explained there was a need to restructure the districts. The proposed numbers would not change; however, District A would be an Oceanside District at twenty cents and District B would be the remainder of Avon at five cents. District B would overlap District A with District B paying a total of twenty-five cents. He read the required statutory finding of facts for the two districts to the Board incorporated here by reference.

**MOTION**

Vice Chairman Overman motioned to establish Service District A, an Oceanside District, and Service District B, for all of Avon properties, based upon the finding of facts provided. Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

Mr. Outten stated a Public Hearing had been noted for May 19, 2021 but would likely be moved to June 7, 2021 if necessary to meet statutory requirements of notice.

**ITEM 8 – HEALTH AND HUMAN SERVICES–PUBLIC HEALTH DIVISION - PATAGONIA CONTRACT**

Mr. Outten explained Patagonia had provided the medical record service contract as a seven year contract and had offered approximately a 40% discount. His review of the contract had required a few changes as to automatic renewals, compatible issues with the state and termination issues. Commissioner Ross wanted further assurances from Dr. Davies. She explained Patagonia was one of three vendors working with the state and they had satisfactorily met Dare’s electronic medical record needs for more than eight years.

**MOTION**

Vice-Chairman Overman motioned to approve the final contract with Patagonia and authorize the County Manager to sign the final contract after approved changes were made. Commissioner Ross seconded the motion.

VOTE: AYES unanimous

**ITEM 9 – CONSENT AGENDA**

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

**MOTION**

Commissioner Bateman motioned to approve the Consent Agenda:

- 1) Approval of Minutes 04.07.21 and Retreat Minutes 3/24/21 **(Att. #2 & 3)**
- 2) Tax Collector’s Report
- 3) Juvenile Crime Prevention Certification Standards Fiscal Year 2021-22
- 4) Health & Human Services, Public Health – Continued COVID-19 Funding

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 10 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

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

Vice Chairman Overman: No further comments

Commissioner Bateman

- Discussed a comment made during the Home/Health/Hospice public hearing regarding an email referencing a decision had already been made by the Board to select a company to provide the services. The County Manager reiterated no decision had been made and the Board had not voted on the matter. There were four vendors and BrightSpring had been chosen to begin negotiations through a letter of intent. The county had not yet entered into a contract with any company.

Commissioner Couch:

- Initially stated he had no further comments; however, he offered condolences to the family and friends of the worker who had died at the construction site last week during the demolition of the old bridge.

Commissioner Tobin

- Presented initial pictures of the construction of the County dredge. He offered framing members were now complete on the dredge. Prefab on the \_\_\_ deck house fabrication is a little behind; however, they were still on schedule with a delivery date of April 4, 2022. Since steel was purchased at the height of the COVID pandemic, the steel prices had been good.

Commissioner Ross: No further comments

Commissioner House

- The NASA Ingenuity helicopter had touched the surface of Mars with a piece of the Wright brother's aircraft. NASA named the spot Wright Brothers Field. He noted their first flight December 1903 had not been mentioned in the county's board minutes and he wanted today's achievement on record.
- He recollected April 19, 1995 was the anniversary of the horrific Oklahoma City bombing.
- Presented the SPCA Pet of the Week with Mackie a three-year old adoptable dog.

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

County Manager Outten advised the Board regarding the current SPCA contract. They had requested a modification to their operational hours to allow opening for weekends and close on Mondays to maximize potential service and adoption of animals. New hours would be Tuesday through Sunday from 8:00 a.m. to 5:00 p.m.

### **MOTION**

Commissioner Bateman motioned to allow the changes in the SPCA contract as requested. Commissioner Tobin seconded the motion.

VOTE: Ayes unanimous



At the request of the Board, the County Manager would review whether the old SPCA building could provide any further use to the County. He stated the area was known to flood and probably would not serve the purpose of needed County storage.

Mr. Outten updated the Board on Barnhill Contracting Change Order #003. There had been initial cost concerns regarding coatings, canopies, handrails and landscaping of the Professional Arts Building. The change order would allow these items without impact on the total overall price.

**MOTION**

Commissioner House motioned to authorize the County Manager to execute Barnhill PR-003 and Change Order 003, to authorize Barnhill Contracting to utilize \$64,331.99 of unused contract allowances for the Professional Arts Building, to authorize Barnhill Contracting to utilize \$50,000 savings from the bid package scope duplication and to adopt the Amendment to the Capital Project Ordinance.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

Dorothy Hester mentioned April 22, 2021 was Earth Day. NBC would be presenting a special on the Avon beach nourishment project to be featured on the Today Show.

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

**MOTION**

Commissioner House motioned to adjourn the meeting.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

At 9:46 p.m., the Board of Commissioners adjourned until 9:00 a.m., May 3, 2021.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Cheryl C. Anby, Clerk to the Board

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

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



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

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## AMENDED MINUTES DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**9:00 a.m., March 1, 2021**

Commissioners present: Chairman Robert Woodard, Sr., 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  
Master Public Information Officer, Dorothy Hester  
Clerk to the Board, Cheryl C. Anby

A full and complete account of the entire Board of Commissioners meeting is archived on a video which is available for viewing on the Dare County website [www.darenc.com](http://www.darenc.com).

At 9:02 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He shared the invocation provided by Rev. David Feyrer, which included a moment of silence for those who had died in the pandemic, and then he led the Pledge of Allegiance to the flag.

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

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

- Thanked everyone who attended the virtual Avon Beach Nourishment meeting on February 24. He encouraged community comments as the Board considered the project.
- On February 18, the Board met with Rep. Greg Murphy and Rep. Rob Wittman. The meeting was constructive and provided an opportunity to relay various items of concern for the County to these representatives.

### ITEM 2 – PUBLIC HEARING – DARE HOME HEALTH & DARE HOSPICE (Att. #1)

At 9:08 a.m. the Board held a Public Hearing to receive input concerning this item. As advertised, comments could be received by email at [dcbooc@darenc.com](mailto:dcbooc@darenc.com). Mr. Outten explained the Board had passed a resolution to provide the opportunity to explore the issues. The second step in the process was to have a public hearing. Afterward consultants would allow entities to review the current service and provide pricing information for the Board’s consideration and option. No comments were received during the meeting and the County Manager closed the Public Hearing at 9:10 a.m. One email was received after the meeting from Amanda Meyers who voiced disappointed with the inability to make live comment.

### **ITEM 3 – PUBLIC COMMENTS**

At 9:10 a.m. the Manager opened public comments to the Board via email at [dcboc@darenc.com](mailto:dcboc@darenc.com). No emails were received during the meeting and the County Manager closed Public Comments at 9:11 a.m.

### **ITEM 4 – PRESENTATION OF COUNTY SERVICE PIN**

Gloria Dixon, Intermediate Emergency Medical Tech, was recognized for her ten years of service to Dare County with a pre-recorded narrative by the County Manager.

### **ITEM 5 – TRILLIUM HEALTH RESOURCES – ANNUAL REPORT**

Dave Peterson, Senior Regional Director, presented the Annual Dare County Trillium Health Resources Report to the Board. He reviewed the organization's mission and provided examples of the specialty care provider's changes since the pandemic. He thanked Vice-Chairman Overman and Commissioner Ross for serving on the Trillium Regional Advisory Board. Trillium currently served twenty-six counties with 266,000 Medicaid eligible individuals. Standard plans would soon be managing the mild to moderate Medicaid behavioral health recipients through five private companies. As of July 1, 2021, Trillium would no longer manage those individuals. Chairman Woodard asked Mr. Peterson to define the "low to moderate need". Examples provided were those who needed monthly prescriptions for depression and basic outpatient mental health therapy for low need. Moderate needs would include bi-weekly outpatient therapy and medication management. High needs were those who required therapeutic interventions such as a teenager with substance abuse and mental health concerns or legal issues. Commissioner House asked if there would be advisory assistance in choosing a provider. Two state services would have ombudsman programs to guide, but they would not be able to recommend one program over another. Commissioner Ross stated 70-80% of the recipients on a standard plan would be moved to the private sector, which would still require substantial effort by Trillium. Mr. Peterson explained they would serve the high-need individuals, which were also the highest cost recipients. They would manage the whole person. Presently they only addressed their mental health. As of July, 2021, they would serve their medical health and would have thousands of contracts with the doctors and pharmacies for other health support management. There would be a readiness review in the fall or winter to acknowledge Trillium was ready to serve as a tailored plan provider.

Mr. Peterson reviewed the many changes and impacts brought about due to the pandemic. There was a separate webpage with COVID-19 information. There had been some 5-30% rate increases to network providers. Prior authorization requirements were being waived to accommodate quicker services along with telehealth to provide quality digital care to patients when necessary. COVID kits were supplied to providers and consumers. Children with intellectual/developmental disabilities were provided an increase of thirty hours of respite services. Trillium also promoted Hope4NC to provide resilience and crisis counseling. The HOPE program was addressing housing issues.

Mr. Peterson closed with providing Trillium's many project updates such as hand sanitizer stations at playgrounds, online training for safe school operation, racial equity projects and an update of 1,200 naloxone kits made available. Currently 1,069 Dare County residents were served in areas of mental health, substance use or developmental disabilities.

## **ITEM 6 – DARE COUNTY WATERWAYS COMMISSION PLANNING RECOMMENDATIONS**

Brent Johnson provided a presentation from the Waterways Commission. He explained in preparation for the Corps of Engineers' pipeline contract to begin October, 2022, the County needed to address capacity concerns for dredge material for Hatteras and Shallowbag Bay. He moved on with information on the various channels, provided their current hydrographic surveys and information as to maintenance. He also provided planning recommendations: (1) Permits to dredge Rollinson, Hatteras, Barney Slough, Sloop, South Ferry and Hatteras Bar with state public private partner dredge (2) Addition of the Hatteras Inlet/Bar to the Federal Authorization (3) Update 2013 Hatteras Economic Impact Study (4) Request State legislation to fully fund dredging from Wanchese Channel Range 14 past Pirates Cove and Manteo to Range 1 when the Corps' project began in October, 2022 (5) Resolution from the Board in support of continued maintenance of the Rodanthe Federal Channel and Emergency Ferry Route. Commissioner Tobin commented dredging needs were discussed extensively with Rep. Murphy recently to include making Hatteras a federal inlet. He also reported the new dredge would be named Miss Katie. Commissioner Tobin asked whether the Coastguard had been asked for support to get the complex realigned and become a federal inlet since it was a search and rescue base. Mr. Johnson explained the Coast Guard had had conversations in support. Unless environment issues arose, the realignment would take place but would not include the bar because an authorization change would be required.

## **ITEM 7 – PROCLAMATION FOR MARCH 2021 AS THE 19<sup>TH</sup> ANNUAL MARCH FOR MEALS MONTH**

The Albemarle Commission Area Agency on Aging & Senior Nutrition Program partners with Dare County to provide congregate meals at the Dare County Center five days a week and to homebound older adults who are unable to prepare their meals.

### **MOTION**

Vice-Chairman Overman motioned to approve the proclamation to observe March 2021 as the 19<sup>th</sup> Annual March for Meals Month as presented.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

## **ITEM 8 – CONSENT AGENDA**

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

### **MOTION**

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (02.16.21) **(Att. #2)**
- 2) Dare County Sanitation Budget Amendment
- 3) DHHS – Social Services Crisis Intervention Program and Low Income Energy Assistance Budget Amendment
- 4) CARES Act HAVA Elections Additional Grant Award
- 5) Audit Contract for FY2021
- 6) Government Education Access Channels 2021-22 Proposed Budget
- 7) Dare County Tourism Board Request Consent Expenditure from Long-Term Unappropriated Line Item 4585

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

## **ITEM 9 – BOARD APPOINTMENTS**

### **1) Hatteras Community Center Board**

Vice Chairman Overman motioned to appoint Jeff Oden to serve the remainder of the term of Ricki Shepherd.

Commissioner House seconded the motion.

VOTE: AYES unanimous

### **2) Upcoming Board Appointments**

The upcoming Board appointments for April, May and June, 2021 were announced.

## **ITEM 10 – 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:

### **Vice-Chairman Overman**

- Board met with Rep. Murphy and Rep. Wittman with a good exchange of information which included the topics of dredging and stabilization, inland flooding issues, and replacement of the Alligator River Bridge.
- Reported he had attended the Trillium conference on February 22 with Commissioner Ross, Chuck Lycett and the County Manager to discuss the change of services and impacts of the Medicaid transformation. Three take-a-ways were “it was interesting, it was involved and it is terribly complicated”. He noted we were fortunate to have Chuck Lycett and Dr. Sheila Davies to provide leadership as we move forward with the process.
- Thanked everyone who participated in the Avon Beach Nourishment presentation.
- He attended the Dare presentation of the Work Local poster presentation at the Dare Center garden on February 25 with Commissioner Ross. The following students, who each received extended training in their fields and returned to work in Dare County received recognition: Matthew Knuckles, Cape Hatteras Secondary School, Lisa Sababic from Manteo High School and Kirsten Turonis-Bissell from First Flight High School.
- Thanked service pin recipient Gina Dixon for her ten years of service to the County.

### **Commissioner Bateman**

- He participated in the Dare County Special Olympics fundraiser on February 23 with Commissioner Ross. They both took a “dip” into the Atlantic for this worthy cause.
- Complimented the County Manager on the Avon Beach Nourishment presentation. He had received good feedback from those who viewed the meeting.
- Encouraged everyone to get their COVID-19 vaccine as it became available for them.

### **Commissioner Couch**

- Thanked the staff and County Manager for the presentation on Avon Beach Nourishment and commended the community on a civil discourse of the proposed project.

### **Commissioner Tobin**

- Reported on a major house fire in Manns Harbor. While visiting the site, someone mentioned the community building in Manns Harbor had several roof leaks to be repaired.
- Gave a shout out to Kenneth Brown, who recently caught a 771 pound blue fin tuna.

### **Commissioner Ross**

- Noted the water was 41 degrees when he and Commissioner Bateman took the Special Olympics Polar Plunge, but it was for a worthy cause.
- The task force on the event site at Nags Head had begun meetings again to discuss future plans and designs for the area. Discussions were continuing on whether the site would include a facility for events, conferences, trade shows and sporting events coupled with the incorporation of a hotel. Significant modifications to Nags Head parking regulations would be considered necessary. He would provide updates as available.
- Albemarle Commission had conducted their annual audit with a few suggestions but otherwise an unqualified opinion, which was good.
- He welcomed back Dare County children to school, who began their long overdue in-person learning today.

### **Commissioner House**

- Governor Cooper had named a new director for the Department of Environmental Quality. Dionne Delli-Gatti was experienced and comes well qualified.
- He also agreed with the success of the Avon presentation and commended the County Manager' professionalism and explanation of the project.
- Provided two notable day-in-history events. In 1875 the first civil rights act was passed in congress. On March 1, 1932, the infant son of the famous Atlantic Ocean aviator, Col. Charles Lindbergh, had been kidnapped.

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

Dave Clawson provided four project updates for the Board:

1. Public Works had a roof replacement scheduled for Manns Harbor Center in their capital improvement plan, which addressed Commissioner Tobin's earlier concerns.
2. The SPCA would begin moving equipment on March 9 and animals on March 12.
3. COA project was going well in spite of weather setbacks. There would be some information regarding the exterior of the Prof. Arts building by the end of next week.
4. Some water damage had been discovered at the east side of the Health and Human Services project and a repair cost estimate was expected later this week.

County Manager advised the Board he would ask both the Public Information Officer and the Health Department to increase the Medicaid transformation messaging in order to get the word out to those affected by the many changes to the area's coverage specifics.

Mr. Outten requested 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 pursuant to NCGS 143-318.11(a)(5) to instruct the County staff, or negotiating agents, concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract, or proposed contract, for the acquisition of real property in the matter of Mako Mikes and to approve the minutes of the last Closed Session.

### **MOTION**

Vice-Chairman Overman motioned to go into Closed Session pursuant to the provisions of the North Carolina General Statutes cited by the County Manager.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 10:27 a.m., the Commissioners exited the room to meet in Closed Session. The Board reconvened at 11:23 a.m. Commissioner Ross did not return to the regular session.

Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes, consulted with the County Attorney in order to preserve the attorney/client privilege and the Board authorized the County Manager to enter into a contract for the purchase of Mako Mike’s property at \$1.95 million dollars with a closing to occur in October, 2021, share the cost of revenue stamps and transfer taxes and to further authorize the County Manager to enter into such budget amendments and agreements as may be necessary to fund the purchase.

**MOTION**

Commissioner House motioned to authorize the County Manager to enter into a contract for the purchase of Mako Mike’s property at \$1.95 million dollars with a closing to occur in October, 2021, share the cost of revenue stamps and transfer taxes, and to authorize the County Manager to enter into such budget amendments and agreements as may be necessary to fund the purchase.

Commissioner Tobin and Vice-Chairman seconded the motion.

VOTE: AYES unanimous

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

**MOTION**

Commissioner Tobin motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 11:25 a.m., the Board of Commissioners adjourned until 5:00 p.m., March 15, 2021.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Cheryl C. Anby, Clerk to the Board

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

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



*Dare County Sanitation Budget Amendment  
Rubble Transfer Maintenance and Repair*

**Description**

This budget amendment addresses maintenance and repair for vehicles that are used in Recycle and listed as fixed assets in Rubble Transfer.

**Board Action Requested**

Approve

**Item Presenter**

Shanna Fullmer, Public Works Director



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# DARE COUNTY

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## BUDGET AMENDMENT

F/Y 2020/2021

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ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

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Department: Rubble Transfer  
Revenues:

Expenditures:

Recycle Salaries	104715	500200		-33,000
Rubble Transfer M&R Vehicles	104737	511503	33,000	

**Explanation:**

Transfer funds to cover the shortage in the M&R vehicle line item in Rubble Transfer. The funds are available in Recycle salaries due to a vacant position.  
Justification in transferring funds from Recycle to Rubble Transfer is due to vehicles that are used in Recycle, are listed as fixed assets in Rubble Transfer. MUNIS is set up to charge the dept where the fixed asset is assigned to. Moving forward, all equipment and vehicles will be properly moved as a fixed asset to the dept that utilizes it.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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



*Dare County Sanitation Budget Amendment  
Container Purchases*

**Description**

This budget amendment addresses trash cans and trash can parts. At a previous meeting Public Works requested additional funds for dumpsters due to high sales activity. Since then, Public Works has experienced an increase in demand for both cans and parts. Property management companies are steadily depleting current stock. This request will ensure that residential customers will have containers and/or parts for the remainder of this fiscal year.

**Board Action Requested**

Approve

**Item Presenter**

Shanna Fullmer, Public Works Director

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# DARE COUNTY

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## BUDGET AMENDMENT

F/Y 2020/2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Sanitation</u>					
<u>Revenues:</u>					
Container Revenue	243720	441301		33,000	
<u>Expenditures:</u>					
Container Purchases	244720	515500		33,000	

**Explanation:**

This budget amendment addresses trash cans and trash can parts, whereas the previous budget amendment addressed dumpsters only. At the time Public Works requested additional funds for dumpsters due to high sales activity, can and part sales were projected to remain constant and the current stock of supplies was likely to get us through til the end of the fiscal year. Since then, Public Works has experienced an increase in demand for both cans and parts, and property management companies are steadily depleting our stock. This request will ensure that residential customers are taken care of for the remainder of this fiscal year.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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



*Dare County Sanitation Budget Amendment  
Vehicle Maintenance and Repair*

**Description**

A budget amendment has been prepared to reflect the 1.25% loss due to tax appeals versus the 5% that had been projected, therefore resulting in a higher gain to current year property taxes. This revenue will be used to cover a shortage in the maintenance and repair of vehicle line item.

**Board Action Requested**

Approve

**Item Presenter**

Shanna Fullmer, Public Works Director

# **DARE COUNTY**

## **BUDGET AMENDMENT**

**F/Y 2020/2021**

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Sanitation</u>					
<u>Revenues:</u>					
Current Year Property Taxes	243720	400120		75,000	
<u>Expenditures:</u>					
M&R vehicles	244720	511503		75,000	

**Explanation:**

There was a 1.25% loss due to tax appeals vs. the 5% that had been projected, therefore resulting in a higher gain to current year property taxes. This revenue will be used to cover a shortage in the maintenance and repair of vehicle line item.

**Approved by:**

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

County Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
(sign in red)

*Finance only:*

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



*Engineering Contract Amendment 1 for the Colington Road Water Line Project*

**Description**

Engineering Contract Amendment 1 for the Colington Road Water Line Betterment Project

**Board Action Requested**

Approval of Engineering Contract Amendment 1

**Item Presenter**

Pat Irwin



5400 Glenwood Avenue, Suite 400  
Raleigh, North Carolina 27612  
tel: +1-919-325-3500  
fax: +1-919-781-5730  
cdmsmith.com

April 16, 2021

Mr. Pat Irwin  
Utilities Director, Dare County  
600 S. Mustain Street  
Kill Devil Hills, NC 27984

Subject: **Amendment 1 – Colington Road Waterline Relocation**  
CDM Smith Project Number 229115

Dear Pat,

The purpose of this letter is to request authorization for Amendment 1 to the Colington Road Waterline Relocation Project (Project), for completion of additional engineering services during the Design Phase and to account for the two-year NCDOT-initiated project delay. The details of Amendment 1 are included below.

The additional work performed during the design phase was made in response to NCDOT-initiated stormwater design changes, and included updates to the plan and profile drawings, the special provisions, and the betterment estimate. Additionally, a two-year project delay was initiated by the NCDOT. CDM Smith is seeking an increase in the upper limit to account for an increase in labor rates associated with the two tasks that have yet to be initiated and completed. These are Task 600 - Bidding Assistance and Task 700 - Construction Contract Administration.

EXHIBIT A includes the original scope of work and fee for the Project, which was authorized as an Agreement between Dare County and CDM Smith on May 29, 2018. A copy of the Agreement is attached to this letter. The additional work and requested fee increase are detailed below.

### **Additional Work Performed**

In January 2021, NCDOT contacted CDM Smith and noted that updates to the waterline design were necessary due to stormwater design changes made by the NCDOT that occurred after the final plans were prepared and sealed in 2019. In response to NCDOT design changes, CDM Smith completed the following drawing updates:

UC-1 Stations updated for WL1, WL4, and WL5.

UC-3F Details A, B, C & D updated for upsized culverts. Details E & F added for upsized culverts

UC-3H Sheet removed as meter vault was removed on sheet UC-16.



Amendment 1 – Colington Road Waterline Relocation

April 16, 2021

Page 2

- UC-4 -WL1- extended 135' with 12" waterline to culvert crossing. Fittings added and removed
- UC-5 -WL1- extended 445' with 12" waterline to culvert crossing. Concrete cradle and air release added at culvert crossing. Thrust collar and valve added near connection with existing 12" waterline. Fittings added/removed as necessary.
- UC-8 Note for concrete cradle updated for upsized culvert
- UC-10 Note for concrete cradle updated for upsized culvert
- UC-13 Valve relocated 20'. -WL4- extended 310' with 12" waterline to -WL5- and profile lowered to avoid conflict. Proposed valve relocated closer to Baum Bay Drive. Thrust collar and air release valve removed. Fittings added/removed as necessary
- UC-14 -WL4- extended 125' with 12" waterline to -WL5- and profile lowered to avoid conflict. Proposed valve relocated closer to Baum Bay Drive on sheet UC-13. Thrust collar removed. Fittings added/removed as necessary
- UC-16 Removed meter vault. Removed 12"x12" tee and replace with two 45 bends. Relocated Thrust Collar. Fittings added/removed as necessary
- UC-17 to UC-22 Stationing and matchlines adjusted on all profile sheets to account for increased length of WL-1 and WL-4
- UC-17 -WL1- extended for culvert crossing. Concrete cradle, air release and thrust collar added.
- UC-18 Proposed culverts and cradle updated.
- UC-19 Proposed culverts and cradle updated.
- UC-20 Profile lowered to provide clearance at the 18" culvert
- UC-21 Profile lowered to provide clearance at the 15" culvert
- UC-22 Thrust Block changed to thrust collar at end of -WL5-

As of the date of this letter, various drawings are still being updated to include waterline encasement at select road crossings, and to address an additional round of NCDOT review comments. This additional work is expected to be completed by April 23, 2020 and has been accounted for in the requested fee increase.



CDM Smith has also made, and continues to make, updates to the Special Provisions and the betterment estimate, in response to the NCDOT-initiated design changes. CDM Smith has also performed additional project management and meetings to coordinate the out-of-scope work, and incurred time to re-acquaint the project team with the design following the two-year project delay.

### Fee Increase for Project Delay

The original project Agreement noted an expected bid date of March 2019. The current bid date is anticipated to be May-June 2021. As a result of the two-year NCDOT-initiated project delay, CDM Smith is seeking a 3.5 percent increase in labor rates for each year of the project delay. The increase in labor rates applies to Task 600 - Bidding Assistance and Task 700 - Construction Contract Administration. No increase is requested for other direct charges (e.g., travel, meals, incidentals, etc.) that are part of Task 700 or for ongoing work related to Task 500 - Permitting and Agency Coordination.

### Fee Estimate

Table 1 below shows the proposed fee for Amendment 1 is \$32,100, as a lump sum method of payment, per the terms and conditions set forth in the Agreement, including Exhibit A (original scope of work).

Task		Amendment 1	Original Contract Authorization	Total Contract (Original + Amendment 1)
100	Project Management & Administration	\$0	\$45,500	\$45,500
200	Conceptual Design Evaluation	\$0	\$47,600	\$47,600
300	Field Data Collection	\$0	\$9,900	\$9,900
400	Final Design	\$22,600	\$174,300	\$196,900
500	Permitting and Agency Coordination	\$0	\$44,600	\$44,600
600	Bidding Assistance	\$300	\$4,400	\$4,700
700	Construction Contract Administration	\$9,200	\$139,100	\$148,300
<b>Contract Total</b>		<b>\$32,100</b>	<b>\$465,400</b>	<b>\$497,500</b>

### Schedule

The Project period of performance will be modified as follows:

- Task 400 will be completed by May 1, 2021, assuming no additional NCDOT-initiated design changes are necessary



Amendment 1 – Colington Road Waterline Relocation

April 16, 2021

Page 4

- Tasks 500 and 600 are outside the control of the ENGINEER, but the ENGINEER agrees to assist in the timely completion of the work. Task 700 is budgeted for a 9-month construction period starting with the Contractor's notice-to-proceed.

CDM Smith appreciates the County's consideration of this amendment. If you have questions or need any additional information, including additional information for the County to seek reimbursement from the NCDOT, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "John D. Boyer". The signature is written in a cursive style with a large, looped "J" and "B".

John D. Boyer, PE, PMP, BCEE

Sr. Project Manager

CDM Smith

cc: Reed Barton, CDM Smith



**STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER**

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2017 between DARE COUNTY ("OWNER") and CDM SMITH, INC. ("ENGINEER").

OWNER's Project is generally identified as follows COLINGTON ROAD WATERLINE RELOCATION (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

**ARTICLE 1 – SCOPE OF SERVICES**

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

**ARTICLE 2 – TIMES FOR RENDERING SERVICES**

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

**ARTICLE 3 – OWNER'S RESPONSIBILITIES**

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and

decisions with respect to ENGINEER's services for the Project.

- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

#### **ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES**

- 4.1 Methods of Payment for Services of ENGINEER.
  - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit . If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
  - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
  - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

## ARTICLE 5 – GENERAL CONDITIONS

### 5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

### 5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

### 5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

5.4.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding

or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- 5.4.8 Engineer's services do not include providing legal advice or representation.
- 5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.5.1 For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- 5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.
- 5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the

Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to



time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated

herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

#### ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA") [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §v1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.3 Construction Cost – ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

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♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

- 6.4 Constructor  
Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 6.5 Contractor - ♦  
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.
- 6.6 Documents  
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.
- 6.7 ENGINEER's Subcontractor  
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.
- 6.8 Reimbursable Expenses  
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit
- 6.9 Resident Project Representative - ♦  
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").
- 6.10 Standard General Conditions - ♦  
The Standard General Conditions of the Construction Contract (No. ) of the Engineers Joint Contract Documents Committee.
- 6.11 Total Project Costs - ♦  
The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.
- 6.12 Work - ♦  
The entire construction or the various separately identifiable parts thereof required to be

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♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

**ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS**


7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

This Agreement (consisting of Pages 1 to 11 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

By:   
Title: ROBERT WOODARD, CHAIRMAN  
Date: 5/21/18

ENGINEER:

By:   
Title: VILE PROFFERT  
Date: 5/29/18

Address for giving notices:

Address for giving notices:

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

Sally DeRose 5/21/18

**EXHIBIT A  
TO AGREEMENT BETWEEN  
OWNER AND ENGINEER  
Scope of Work**

This is an exhibit attached to and made a part of the Agreement dated \_\_\_\_\_, between DARE COUNTY (OWNER) and CDM SMITH, INC. (ENGINEER) for professional services associated with the OWNER's project identified as COLINGTON ROAD WATERLINE RELOCATION.

**Background**

NCDOT is in the process of designing roadway improvements for Colington Road in Kill Devil Hills, Dare County, project R-5014. The OWNER provides water utility service to the primarily residential development located on and around Colington Road, and supplies that water through water mains located within the NCDOT right of way of Colington Road. NCDOT has requested that the OWNER's waterlines be relocated, will complete the construction as a part of the R-5014 project and will provide reimbursement to the OWNER for the cost of engineering services to design and construct the relocation. The OWNER has requested the ENGINEER assist with providing Professional Engineering Services to design the relocation, assist NCDOT with permitting and bidding, and provide engineering services to support construction of the waterline improvements under NCDOT's R-5014 project.

**1.0 ENGINEER'S SERVICES**

This scope of services describes the engineering services to be provided by the ENGINEER for the OWNER for the Colington Road Waterline Relocation project. The project includes replacing approximately 18,000 feet of 8-inch waterline with an equivalent length of 12-inch waterline. The project is required as part of the North Carolina Department of Transportation's (NCDOT) Colington Road Improvements (R-5014). This scope of services consists of the following major tasks:

- Task 100 – Project Management and Administration
- Task 200 – Conceptual Design Evaluation
- Task 300 – Data Collection
- Task 400 – Final Design
- Task 500 – Permitting and Agency Coordination
- Task 600 – Bidding Assistance
- Task 700 – Construction Contract Administration

The detailed scope of services for the basic services included under this Authorization follows:

**TASK 100 PROJECT MANAGEMENT AND ADMINISTRATION**

The project management task includes those activities involved with the planning and subsequent monitoring and control of the project. In addition to the ENGINEER's normal in-

house staff and quality management and job tracking procedures, the following subtasks will be considered project management services:

101 Project Management

ENGINEER shall manage the project in a manner so as to be responsive to the needs and schedule of the OWNER and produce a quality work product. The project management and administration efforts will include the following items:

- Oversee the project team relative to meeting budget, schedule and conformance to the project scope on a day-to-day basis.
- Monitor the quality control program throughout the life of the project.
- Perform project planning and formulation.
- Update the project schedule if during the life of the project a substantial deviation in the schedule occurs for any reason. All other minor schedule updates will occur in the regular project reporting.
- Be available to answer project related questions on a regular basis via phone calls and email.
- Maintain a project cost accounting system throughout the life of the project.
- Maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents.
- Coordinate and manage sub-consultants to the ENGINEER.

All project final deliverables shall be certified (signed, sealed and dated) by a professional engineer and/or surveyor registered in the state of North Carolina. ENGINEER shall participate in project closeout and complete close-out on a timely basis.

Project Management is anticipated to occur on an ongoing basis throughout the entire 30-month project schedule.

102 Develop Project Schedule

A project schedule will be developed for engineering activities during the design phase of the project. The schedule will be based on the milestones outlined in this Authorization. The schedule will be reviewed with the OWNER and finalized, with an electronic pdf copy sent to the OWNER.

The schedule will incorporate interim deliverables and review periods for the following:

- Conceptual Design Meetings and NCDOT Coordination;
- 60-, and 90-percent construction documents
- Final bid ready design package;
- Construction cost estimates at the 60- and 90-percent deliverables.
- OWNER and NCDEQ permit review periods.

ENGINEER will coordinate with the OWNER throughout the project to update the schedule at key milestones, as needed.

103 Project Startup and Scope Review Meeting

A project kickoff meeting will be held with NCDOT to discuss project schedule, administrative procedures, respective responsibilities, communications, OWNER contacts, OWNER expectations, progress reporting, data collection, and other project matters as appropriate.

104 Project Progress Meetings

The ENGINEER will meet with OWNER's representative(s) at appropriate milestones within the duration of the design effort to keep the OWNER apprised of project progress and significant issues. Meeting minutes shall be prepared by the ENGINEER and distributed to meeting attendees to summarize key discussion and action items resulting from project meetings. Progress meetings will not be held during months in which other project meetings are being conducted (e.g. design document review meetings). Up to 2 design progress meetings, in addition to other meetings listed herein with the OWNER, have been assumed.

## **TASK 200 CONCEPTUAL DESIGN EVALUATION**

The ENGINEER will perform a conceptual design evaluation to collect and review existing information, identify key alternatives to be analyzed, define basic design criteria, and present in a workshop with the OWNER. Related subtasks are described below.

201 Data Collection, Review, and Coordination

Collect and review available data on existing infrastructure and R-5014 along the proposed alignment. Data on the existing facilities including GIS, record drawings, subsurface information (if available) shall be provided by the OWNER. An electronic format of all survey data completed as part of R-5014 shall also be provided by the NCDOT prior to Notice to Proceed.

202 Field Reconnaissance

ENGINEER will perform a field reconnaissance of the proposed waterline route for the purpose of identifying design considerations, potential constructability concerns, public and private property impacts, traffic impacts, environmental impacts, private and public water and wastewater service impacts, and public water service impacts.

203 Regulatory Agency Coordination

ENGINEER coordinate with NCDOT throughout the project to confirm the improvement recommendations being designed as part of this project are consistent with the goals of R-5014. ENGINEER will also maintain contact with NCDEQ, and any other regulatory agency having review and approval authority over the design of the project. Submit preliminary design drawings and such other design information as may be required



204 Conceptual Design Evaluation

ENGINEER will perform a conceptual design evaluation, which will include the following:

- Confirm OWNER and NCDOT design standards and requirements.
- Identify waterline route alternatives.
- Identify installation methodologies.
- Identify constructability conflicts.
- Identify potential impacts to private water and wastewater infrastructure.
- Identify R/W and easement needs.
- Identify civil, site, and environmental conditions and constraints.

205 Conceptual Design Review Meeting

ENGINEER will conduct a design review meeting with the OWNER and NCDOT to review the results of the evaluation and identify the improvements to be advanced into Final Design (Task 400). ENGINEER will document the meeting discussion in meeting minutes and distribute to attendees.

**TASK 300 DATA COLLECTION**

The ENGINEER will review all Level A Subsurface Utility Engineering (SUE) information, topographic survey, and geotechnical analysis that has been prepared by Others for the R-5014 to determine where additional information may be needed to support design of the waterline.

The ENGINEER will submit to NCDOT any written requests for any additional Level A SUE information, topographic survey, and geotechnical analysis that are required to complete the waterline design. These professional services will be provided by NCDOT, through subconsultants procured and managed by NCDOT. All additional survey, SUE, and geotechnical information shall be provided to the ENGINEER within 3-weeks of being requested in writing. Delays in receiving this information may result in overall project delays.

It has been assumed that the final work products for Level A SUE, topographic survey, and geotechnical analysis will be provided to the ENGINEER in electronic format, including all spatial information shall be in a microstation format, along with reports summarizing all field work and findings.

Geotechnical evaluations shall be prepared by and sealed by a licensed Professional Engineer in the State of North Carolina. ENGINEER will rely on the accuracy of survey, geotechnical, and Level A SUE information provided by NCDOT from R-5014 in the project area. It is assumed that all such data requests to NCDOT shall be provided to the ENGINEER within 60-days of the requests.

**TASK 400 FINAL DESIGN**

The ENGINEER will develop final design documents for the approximately 18,000 feet of 12-inch diameter waterline. The design is anticipated to be in general conformance with the following:

- The proposed waterline will be installed via open-cut with the exception of the following trenchless installations:

- Unnamed tributary connecting Colington Creek and Blount Bay, just south of Beasley Lane.
- Unnamed tributary connecting Albemarle Sound and Blount Bay, just west of Colington Point Drive.
- Unnamed tributary to Blount Bay, south of McPhee Court.
- The existing waterline bridge crossings of Colington Creek and Colington Cut will not be modified or replaced.
- Some intersections may require the trenchless method of installation called Jacking-and-Boring (J/B), where a casing pipe is installed prior to installing the carrier pipe. A maximum of 10 J/B trenchless crossings of the road is assumed.

Final design services provided by the ENGINEER are described as follows:

401 Contract Documents

Prepare design documents to include final drawings and specifications showing the scope, extent, and character of the work to be performed and furnished by contractor. The contract documents do not include Division 00 or 01 sections, but are limited to technical specifications (NCDOT and special provisions), and drawings (plan/profile, details, general sheets) required for the waterline construction. The Contract Documents shall include the following:

- Waterline plan and profile drawings at a 50 (horizontal) to 1 (vertical) scale, including pipe alignment, utility crossings, trenchless crossings, and valve locations. Details for pipe trenching, connections, valves, services, restrained joints, and pavement repair shall be developed.
- Technical specifications shall be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute
- Documents shall be prepared in a digital format (Microstation) and for inclusion within the R-5014 project.

The anticipated list of drawings includes up to 15 plan and profile sheets plus supporting detail sheets.

402 Opinion of Probable Construction Cost (OPCC) Estimates

The ENGINEER shall provide a cost opinion update at the 60- and 90- percent design completion milestones and with the final Bid Set.

403 Deliverables

ENGINEER will provide a preliminary horizontal location submittal with R/W and easement needs identified and submitted for NCDOT approval at the Preliminary Design milestone and prior to initiating subsequent submittal phases defined herein.

ENGINEER will provide submittals at the 60 and 90, percent design stages for OWNER review. ENGINEER will meet with the OWNER to discuss review comments for each design

submittal. Meeting minutes and follow-up action items will be developed and distributed to meeting attendees. After review comments have been addressed on the signed and sealed for permitting set, a Bid Set submittal will be provided.

The 60 percent submittal will include design drawings and a majority of design details and technical specifications. A table of contents of the front-end documents will be provided.

The 90 percent submittals will include design drawings, details, technical specifications (Division 1 to 16, as applicable) and front end (Division 0) Bid and Contract Forms.

#### **TASK 500 PERMITTING AND AGENCY COORDINATION**

Since the waterline project will be a part of NCDOT's R-5014 project, NCDOT will be responsible for obtaining all permits on the project, except those listed below as the responsibility of the ENGINEER. For the permit(s) listed below, the ENGINEER will assist the OWNER in securing permits associated with the project including the following subtasks:

##### **501 Regulatory Review**

The ENGINEER will prepare permit applications and manage the permit review process for the OWNER for the following permits:

- NCDEQ (Public Water Supply Section) Water System Expansion Permit
- NCDOT Highway Encroachment Permit (for Level A SUE and Geotechnical Drilling)
- Dare County Plan Review Approval

##### **502 Assist NCDOT with Permit Applications**

The following permits are anticipated to be needed for both the waterline improvements as well as the entire R-5014 project. NCDOT has agreed to submit all applications and manage the permit review process, including the waterline improvements. ENGINEER will provide assistance to NCDOT for preparing information to support obtaining the required permits, and this effort is limited to not more than 40-manhours.

- NCDEQ Sediment and Erosion Control/NPDES Stormwater Permit
- NCDEQ 401 General Water Quality Certification
- USACE 404 Nationwide Permit
- Coastal Area Management Act (CAMA) Permit, Coastal Zone Consistency Certification
- NCDEQ State Stormwater, customary coordination

##### **503 Agency Meetings and Coordination**

The ENGINEER will coordinate with NCDEQ / Public Water Supply section as necessary throughout the permit application and review process. This may include up to two regulatory agency meetings. As part of this subtask, once the permit applications are

submitted, the ENGINEER will track and maintain contact with the regulatory agency to monitor and, where possible, facilitate the review process.

504 NCDOT Project Coordination

The ENGINEER will assist the OWNER with NCDOT coordination. The ENGINEER has assumed up to 125-hours of technical staff to assist the OWNER with providing special coordination with NCDOT, including attending meetings, providing requested information, and supporting the OWNER's project needs as it relates to NCDOT as a partner in the project completion.

**TASK 600 BIDDING ASSISTANCE**

NCDOT shall manage the bidding of R-5014. ENGINEER shall perform the following services related to Bidding Assistance, to support that bid:

601 RFI's, Clarifications, and Addenda

Prepare information needed by NCDOT for preparing addenda as appropriate to interpret, clarify, or further define the Contract Documents. Addenda will be issued by NCDOT.

Consult with and advise OWNER to determine the acceptability of substitute materials and equipment proposed by Bidders(s) when substitution prior to the receipt of bids is allowed by the Contract Documents.

**TASK 700 CONSTRUCTION CONTRACT ADMINISTRATION**

The ENGINEER will provide limited services during construction as the OWNER's representative for the Dare County waterline portion of the project with the Contractor and NCDOT. The ENGINEER will provide intermittent inspections and provide administration services for the Dare County waterline construction. It is assumed that the waterline portion of the construction will involve 9 continuous months of active work, including 2-months of submittals and RFI's along with 7-months of continuous construction. NCDOT will provide a resident project representative (RPR) for performing daily inspection duties, and the ENGINEER will coordinate regularly with this individual.

ENGINEER shall consult with and advise OWNER and act as OWNER's representative as set forth herein. OWNER's instructions to the Contractor shall be issued through ENGINEER who shall have the authority to act on behalf of OWNER in communicating with Contractor to the extent provided in this Agreement and the Contract Document.

701 Project Meetings

The ENGINEER will attend a pre-construction meeting with the OWNER and Contractor to review the project prior to the formal Notice to Proceed (NTP). An agenda will be developed for the meeting and minutes compiled and distributed to meeting attendees.

The ENGINEER will meet with OWNER and Contractor representatives and other key project team members on a monthly basis to discuss project progress and significant issues.

702 Project Coordination/Management

The ENGINEER shall coordinate work efforts between key project team members including the OWNER, sub-consultants and other local entities having input into this project (i.e. NCDEQ, NCDOT, City of Kill Devil Hills, etc.). The ENGINEER will also provide day-to-day project management and adherence to project schedule and budget.

703 Visits to Site and Observation of Construction

ENGINEER shall make visits to the site at intervals appropriate to the stage of construction to observe as an experienced and qualified design professional the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. These visits are not intended to fully observe the work or provide daily inspection. Daily inspection services are to be provided by NCDOT.

ENGINEER's inspections shall not be intended to involve work beyond the responsibility specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER shall keep the OWNER informed of the progress and quality of the work and shall alert the OWNER to defects and deficiencies in the work of the Contractor. ENGINEER shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures of construction selected by Contractor or for safety and environmental programs and precautions incidental to the work. ENGINEER shall not be responsible for the failure of the Contractor, his Subcontractors, NCDOT or its consultants, or any other persons performing any of the work to comply with laws, rules, regulations, ordinances, code, or orders, or for failure of any of them to carry out the work in accordance with the Contract Documents except as otherwise expressly provided herein.

The purpose of ENGINEER's visits to site shall be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor shall conform to the Contract Documents, and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor.

Up to twenty-four full-day onsite inspections are assumed by the ENGINEER to observe the work in progress. When possible, the site visits shall coincide with monthly progress meetings.

704 Defective Work

ENGINEER shall notify the OWNER and NCDOT's resident project representative if ENGINEER believes that work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents. ENGINEER shall have access to the work at all times.

705 Shop Drawings

ENGINEER shall review and approve or take other appropriate action with respect to Shop Drawings, samples, and other data which Contractor is required to submit, but only for conformance with the design concept of the completed project as a functioning whole as indicated in the Contract Documents and in compliance with the information given in the Contract Documents. Such reviews or other action shall not include means, methods, techniques, sequences, or procedures of construction or safety programs and precautions incident thereto.

706 Clarifications and Interpretations: Field Orders

ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. Field Orders shall not involve change in Contract Price or Time.

707 Change Orders and Work Change Directives

ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required. ENGINEER shall not issue such Change Orders and Work Change Directives until OWNER has approved and accepted Contractor's cost and schedule change to implement such Change Orders and Work Change Directives.

708 Substitutes

ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor in accordance with the Contract Documents.

709 Inspections and Tests

ENGINEER shall make recommendations to OWNER regarding the advisability of requiring special inspections or testing of the work and have authority to receive and review certificates of inspections, tests, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents. NCDOT shall be responsible for procuring the services of a third-party material/laboratory testing contractor to support the ENGINEER inspections and testing requirements as defined in the specifications.

710 Applications for Payment

ENGINEER shall NOT be responsible for review of the Contractor's Application for Payment. The ENGINEER will advise NCDOT's inspection representative(s), as needed, with respect to payment on Dare County waterline related tasks and the acceptability of work.

711 Contractor's Completion Documents

ENGINEER shall receive, review, and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, certificates of insurance, marked-up record drawings (including shop drawings, samples and other pertinent data), bonds, certificates of inspection, and tests and approvals of equipment which are to be provided by Contractor in accordance with the Contract Documents. Such work is limited to the Dare County waterline portions of the work. ENGINEER shall determine that their content complies with the requirements of the Contract Documents.

712 Completion Review

It is assumed that the waterline construction will be completed prior to the overall NCDOT project substantial completion. Therefore, following notice from Contractor that Contractor considers the waterline work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections by the OWNER, ENGINEER considers the work substantially complete, then ENGINEER shall deliver a notice of substantial completion to OWNER and Contractor.

ENGINEER shall not be responsible for conducting the Substantial Completion review or the Final Completion Inspection, since it is assumed that the waterline portion of the work shall be completed in advance of these completion milestone events. The ENGINEER will advise on whether any defects need to be addressed by the Contractor in order to closeout the waterline construction work.

NCDOT shall provide final certification that the work has been completed in accordance with OWNER's approved plans and specifications.

713 Coordination with Permitting Agencies During Construction

The appropriate notices, certifications will be provided to the permitting agencies upon the start and end of construction, to satisfy the permit requirements. Maintain records for permitting agencies during construction.

**2.0 PROJECT ASSUMPTIONS**

The following assumptions were made during development of this Scope of Services. Changes to these assumptions may require additional time extensions and compensation and scope definition which may require an Amendment to this Authorization.

- ENGINEER is to produce design drawings that will be included as sheets within the NCDOT R-5014 drawings set.
- NCDOT will pursue permit applications with all permitting agencies except NCDEQ/Public Water Supply Section. ENGINEER will provide the fee for this permit.
- NCDOT will coordinate and acquire all property, including permanent and temporary easements.

- NCDOT will manage the bid process in its entirety. ENGINEER will assist with answering bidder questions and preparing information to support addenda, as it relates to the waterline
- NCDOT shall provide a resident project representative for the R-5014 project and ENGINEER is not responsible for duties typically provided by the RPR, including record keeping, daily inspection/coordination of the work, certification of the work and final record drawings.
- The existing topographic survey, geotechnical analysis/report and SUE performed by Others for R-5014 project will be provided to the ENGINEER prior to Notice-to-Proceed.
- Additional topographic survey, geotechnical analysis/report and SUE that is requested by the ENGINEER shall be provided by NCDOT, to support design of the waterline. All requested data will be provided within 3-weeks of the written request.
- No soil or groundwater contamination is present.
- No rock coring is assumed for the geotechnical analysis.
- Soil boring holes are to be grouted to the ground surface upon completion.
- No electrical, SCADA/instrumentation, HVAC, or structural engineering services will be required for the waterline or its appurtenances.
- Traffic control plans will be developed by the contractor.
- If an Environmental Assessment and/or Environmental Impact Statement is required, this will be provided by NCDOT.
- Only the permits included in Task 500 will be managed and pursued by the ENGINEER. All other necessary permits for the project will be acquired by NCDOT under the R-5014 project.
- All necessary USACE and NCDEQ (401, 404, and CAMA permits), and NCDCM wetland, stream delineations, CAMA boundaries, surveys and designations will be performed or provided by NCDOT as part of R-5014. These items have been verified and accepted by the USACE, NCDEQ, and NCDCM. NCDOT will be responsible for all coordination with these agencies for the project's impacts and permitting requirements.
- If needed, all protected species evaluations and surveys and archaeological/cultural resource evaluations and surveys will be completed by NCDOT in R-5014.
- NCDOT will be responsible for all utility and design services coordination with other utility owners and R-5014 design disciplines.
- FEMA floodway and floodplain impact evaluations and permitting will be completed as part of R-5014.
- The waterline improvements are already included in the County's WSMP, and no update to the WSMP will be required.
- This Scope of Services assumes shop drawings will be reviewed no more than twice by ENGINEER. Subsequent submittal reviews will be at the Contractors expense.
- Material testing during construction will not be paid for by the ENGINEER.
- ENGINEER will be provided access to all project areas for investigation, evaluation, and design.



- NCDOT will be responsible for providing all coordination with all impacted parties including private utility owners, property owners, R/W acquisition, etc. and make available all information and correspondence from said coordination for ENGINEER to complete the services defined herein.
- No public relations services or public meetings are included.
- ENGINEER assumes a 9-month construction period from Notice-to-Proceed to the completion and acceptance of the waterline portion of the construction project. If the construction period extends beyond 9-months, the ENGINEER and OWNER may negotiate an amendment for the extended period of performance.
- Only assignments and tasks that are explicitly stated herein shall be included in the ENGINEER's scope of work.
- NCDOT will provide a warranty review approximately 11-months after substantial completion.

In the event that a change to the above assumptions is required to complete the project, the ENGINEER will notify the OWNER in writing and the two parties will determine if and how to amend the Agreement, including revisions to funding authorization(s) from NCDOT.

### **3.0 OWNER'S RESPONSIBILITIES AND ASSISTANCE**

- A. Furnish to ENGINEER, as requested by ENGINEER for performance of Services, the following:
- All survey, SUE, and MicroStation drawing files for the R-5014 project to be used by the ENGINEER for preparing the waterline design drawings. It is assumed that sufficient topographic survey as well as Level B and C SUE for underground utilities will be readily available to the ENGINEER. This shall include property boundaries and other survey features which are to be provided in a digital MicroStation compatible format.
  - Available data of physical conditions relating to the sites, including files compiled by NCDOT in the ongoing R-5014 Project.
  - Access to the project areas.
  - Provide written review comments on deliverables within two (2) weeks from submittal by the ENGINEER.
  - Respond to questions and requests for information within one (1) week.
- OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Scope of Work.
- B. Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.
- C. OWNER will coordinate all public relations related to this project.

#### 4.0 ESTIMATED TIME PERIOD FOR PERFORMANCE

Tasks 100, 200, 300, and 400 described in this Scope of Work are estimated to be completed within 290 calendar days from Notice to Proceed (NTP).

Interim milestones for Tasks 100 - 400 include:

- 145 Calendar Days from NTP - 60% Plans and Specifications Submitted to NCDOT
- 179 Calendar Days from NTP - 90% Plans and Specifications Submitted to NCDOT (Permit Submittal Set)

Tasks 500 will overlap part of Task 400, and is estimated to be completed 270 calendar days from notice-to-proceed. The schedule for Task 600 will be dictated based on the schedule of R-5014, with a current target bid date of March-2019. Aspects of the schedule for Tasks 500 and 600 are outside the control of the ENGINEER, but the ENGINEER agrees to assist in the timely completion of the work. Task 700 is budgeted for a 9-month construction period starting with the Contractor's notice-to-proceed.

#### 5.0 METHOD OF PAYMENT

For the above described Tasks 100 through 700, OWNER will compensate the ENGINEER in accordance with Article 4 of the Agreement a lump sum fee of \$465,400 (USD). For invoice purposes only, the estimated budget of each task is as shown on Table 1 below. These estimated task budgets do not reflect any upper limits by task. Partial payments shall be made by the OWNER on a monthly basis in proportion to the total percentage of work completed during that month. Costs include anticipated labor and expenses that may be required for the completion of the work.

Task	Description	Estimated Value
100	Project Management & Administration	\$45,500
200	Conceptual Design Evaluation	\$47,600
300	Field Data Collection	\$9,900
400	Final Design	\$174,300
500	Permitting and Agency Coordination	\$44,600
600	Bidding Assistance	\$4,400
700	Construction Contract Administration	\$139,100
<b>TOTAL TASK 100 - 700, LUMP SUM</b>		<b>\$465,400</b>

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# **DARE COUNTY**

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## **BUDGET AMENDMENT**

**F/Y 2020/2021**

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Water Capital Projects</u>					
<u>Revenues:</u>					
NCDOT-Colington Road WLR	383090	427550	38048	32,100	
<u>Expenditures:</u>					
ED Line Relocation-Colington	385815	710302	38048	32,100	

**Explanation:**

A two year project delay increased engineering cost to the design stage of the Colington Road Water Line Betterment Project.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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

**AMENDMENT NO: 1  
TO AGREEMENT  
BETWEEN  
OWNER AND ENGINEER**

This Amendment No: 1 is made and entered into this \_\_\_ day of May, 2021 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and DARE COUNTY ("OWNER") dated May 21, 2018, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the COLINGTON ROAD WATERLINE RELOCATION project, which includes engineering, bidding, and construction contract administration services, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

In January 2021, NCDOT contacted ENGINEER and noted that updates to the waterline design were necessary due to stormwater design changes made by the NCDOT that occurred after the final plans were prepared and sealed in 2019. In response to NCDOT design changes, ENGINEER completed updates to 18 drawings. Additional updates will be performed to add encasement pipe to the drawings, per OWNER request, at select locations where the waterlines crosses the roadway.

ENGINEER has also made, and continues to make, updates to the Special Provisions and the betterment estimate, in response to the NCDOT-initiated design changes. ENGINEER has also performed additional project management and meetings to coordinate the out-of-scope work, and has incurred time to re-acquaint the project team with the design following the two-year project delay.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

Provide review of the updates plan and profile sheets.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Task 400 is anticipated to be completed by May 1, 2021, assuming no additional NCDOT-initiated design changes are necessary. Tasks 500 and 600 are outside the control of the ENGINEER, but the ENGINEER agrees to assist in the timely completion of the work. Task 700 is budgeted for a 9-month construction period starting with the Contractor's notice-to-proceed

4. The payment for services rendered by ENGINEER shall be as set forth below:

The lump sum amount is increased by \$32,100, resulting in a change from \$465,400 to \$497,500.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose

12/27/2011

1

herein expressed.

\_\_\_\_\_  
ENGINEER

DATE:

\_\_\_\_\_  
OWNER

DATE:



*Sheriff Department - Budget Amendments for grants*

**Description**

Budget amendments for:

- \*Award of \$24,400 from Governor's Crime Commission for body worn cameras;
- \*Revision of \$25,000 award from Governor's Highway Safety Program for vehicle emergency lighting and alert equipment.

Both grants are 100% funding, no match required.

**Board Action Requested**

Approve budget amendments

**Item Presenter**

None

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2020-2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

<b>Department:</b>
Sheriff

Revenues:

GCC Grant Proceeds	103510	422125	00068	\$24,400
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Expenditures:

Misc Equipment-GCC	104510	513325	00068	\$24,400
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Explanation:

GCC grant award of \$24,400 for body worn cameras. 100% federal funding; no match.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

Date entered: _____	Entered by: _____	Reference number: _____
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STATE OF NORTH CAROLINA  
OFFICE OF THE GOVERNOR

ROY COOPER  
GOVERNOR

October 1, 2020

David Bryan, Master Officer  
Dare County Sheriff's Office  
962 Marshall C. Collins Drive  
Manteo, North Carolina 27954-8007

Dear Deputy Bryan:

The Governor's Crime Commission has completed another successful grant awards process. I am pleased to inform you that your application has been approved and that your agency has been selected to receive a grant award.

Funding for your project, *PROJ014156 - 2020 - Dare County Sheriff's Office - Body Cameras*, has been authorized and you will receive your award electronically in the coming weeks.

Commission members spend countless hours considering each application in an effort to select programs and projects that will best serve the residents of this state. Your proposal is an example of how we can help communities address challenges together. You are to be commended for your dedication, hard work and commitment to safer communities for families across North Carolina.

With kind regards, I am

Very truly yours,

A handwritten signature in black ink that reads "Roy Cooper".

Roy Cooper



Objective 2	Performance Measure	Evaluation Method
This project seeks to reduce the number of confrontational encounters with the public.	Praise or critique from the public.	Public opinion polls through social media or general conversation with the public.
Objective 3	Performance Measure	Evaluation Method
Increase training with the use of real scenario based video footage.	Number of training videos should increase.	Increase the number of training videos used yearly to provide real life scenarios which can't be duplicated in training otherwise.

**Budget Summary**

This project requires a match of **0%**. This can be either cash match or in-kind match. If you have not met the required match, you can change the match contributions by clicking the link next to each budget line. Matching funds may include local, state or private funds, but not other federal funds.

Category	Year 1	Total
EQUIPMENT	\$24,400.00	\$24,400.00
Total Budget	\$24,400.00	<b>\$24,400.00</b>
(-)Match Funds	\$0.00	<b>\$0.00</b>
TOTAL FEDERAL REQUEST	\$24,400.00	<b>\$24,400.00</b>

Describe amount & source of matching funds.  
 Matching funds may include local, state or private funds, but not other federal funds. **No Match Required**

Do you need to request for match waiver? If yes, state the reasons below. Else leave the field blank.  
 Please note: A request for match waiver does not guarantee the waiver will be granted. **No Match Required**

**Budget Details**

Description	Quantity	Unit Cost	Total	Cash Match	Federal Share
Body Worn Camera	20.00	\$1,220.00	\$24,400.00	\$0.00	\$24,400.00

**Certification**

**A. Certification of Non-Supplanting**

The applicant hereby certifies that federal funds will not be used to supplant or replace State or local funds, but will instead be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for project activities.

**B. Certification of Filing an Equal Employment Opportunity Program**

The project director certifies that the applicant/grantee has formulated an Equal Opportunity Program, which is dated 2002-05-06 in accordance with the Amended Equal Employment Opportunity Guidelines (28 C.F.R. 42.301, et seq.) and that it is on file in the office of:

Office: Human Resources  
 Name: Elizabeth Reilly  
 Title: Human Resources Director  
 Address: P O Box 1000 Manteo NC 27954  
 Telephone: 252-475-5820

The project director certifies that the Amended Equal Employment Guidelines (28 C.F.R. 42.301, et seq.) have been read and that no Equal Employment Opportunity Program is required to be filed by the implementing agency because:

**C. Certification of Submission of Annual Audit:**

The financial officer certifies that a copy of the annual audit will be submitted to the Office of the State Auditor and the Governor’s Crime Commission, as required by General Statute 143C-6-23. NOTE: If you receive, expend, or obligate over \$750,000 in State and Federal pass-through grants funds received directly from a State agency, then you must file a “yellow book” audit, done by a CPA, with your funding agencies and with the Office of State Budget and Management.

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2020-2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Sheriff					
<u>Revenues:</u>					
NCDOT GHSP Grant Proceeds	103510	422130	00030	\$5,000	
<u>Expenditures:</u>					
Misc Equipment-RADAR-GHSP				\$21,156	
Travel-GHSP	104510	525100	00030		\$4,156
Capital Outlay-GHSP	104510	537400	00030		\$12,000

Explanation:

Increase GHSP grant proceeds from \$20,000 to \$25,000 per award and redistribute line items per grant revision for vehicle emergency lighting and alert equipment.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

April 22, 2021

Edward Scarborough  
DARE COUNTY  
PO Box 757  
MANTEO, NC 27954-0757

Agreement #: 2000042487  
Project #: GHSP2021-PERSONNEL/EQUI  
Change Request #: 4000026920

Dear Edward Scarborough,

Thank you for submitting a change request/revision for the above agreement. The Governor's Highway Safety Program (GHSP) has approved your change request.

Please feel free to contact your Highway Safety Specialist should you have any questions or concerns in regards to this request. The GHSP appreciates your dedication and contribution to highway safety. Thank you for being part of the North Carolina Highway Safety Plan.

Sincerely,

A handwritten signature in black ink that reads "Mark Ezzell".

Mark Ezzell  
Director

## North Carolina Governor's Highway Safety Program Addendum to Highway Safety Project Contract Request for Traffic Safety Project Revision – Form GHSP-01-R

*The deadline for revisions is June 30 of the current federal fiscal year*

Agreement Number: 2000042487 - DARE COUNTY

Agency Name: DARE COUNTY SHERIFF

Project Number: PT-21-06-02      Date:\* Mar 29, 2021      Revision #:\* 1

Please Indicate Type of Request:\*  Budget Revision       Program Revision Only

Contact Phone Number:\* +1 (252) 475-0597      Federal %: 100.00%      State/Local %: 0.00%

Submitted By: Edward Scarborough

### Specific Areas to be Revised

	Current Approved Amount	Claimed Amount	Change (+) or (-)	Requested Amount
Personnel Costs				
Contractual Services				
Commodities Costs				
Other Direct Costs	\$25,000.00	\$0.00		\$25,000.00
Indirect Costs				
<b>Total Project Costs</b>	<b>\$25,000.00</b>	<b>\$0.00</b>		<b>\$25,000.00</b>

### Revised Budget

	Total Project Amount	Source of Funds	
		Federal Amount	State/Local Amount
Personnel Costs		\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00
Commodities Costs		\$0.00	\$0.00
Other Direct Costs	\$25,000.00	\$25,000.00	\$0.00
Indirect Costs		\$0.00	\$0.00
<b>Total Project Costs</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>	<b>\$0.00</b>

Detailed Changes in the Project (Attach separate sheet, if necessary): \*

- Transfer 1,000 from LECC Support to new line item
- Transfer 12,000 from Cameras to new line item
- Transfer 2,200 from light bars to new line item
- Transfer 2,500 from out of state travel to new line item
- Transfer 1,656 from In state travel to new line item

Justification for the Requested Budget / Program Revision:  
(If budget revision, also explain the programmatic impact.) \*

Creating new line item of emergency vehicle lighting and alert equipment of \$19,356. No one item will be over \$5000.00. This new line item will outfit 6 new patrol vehicles.

The Dare County Sheriff's Office has switched from in-car cameras to body worn cameras which can not be bought with GHSP grant funds and will come from another office line item. The Dare County Sheriff's Office switched vehicle manufactures requiring the use of new emergency lighting equipment. The yearly increase in traffic numbers is producing more instances where officers are citing drivers, participating in checking stations and night time seatbelt enforcement initiatives, and investigating crashes at night. As a result they are spending more time on the side of the road with motorists. It is crucial that patrol officers have the necessary vehicle emergency lighting and alert equipment that is needed to provide them the ability to respond to traffic related calls safely as well as be seen while performing traffic enforcement duties and conducting crash scene investigations.

**AGENCY AUTHORIZING SIGNATURE**

I have read and accept terms and conditions of the grant funding. Those terms and conditions are incorporated into this contract change, as executed by the pin number entered below.

Name:  PIN:  Date:

**NCDOT AUTHORIZING SIGNATURE**

Name:  PIN:  Date:



*Board Appointments*

**Description**

The following Board has an appointment this month:

1. Extra Territorial Jurisdiction (ETJ) District - Town of Southern Shores
2. Dare County Board of Adjustment
3. Upcoming Board Appointments for next three months

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Dare County Board of Adjustment*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

May, 2021

**DARE COUNTY BOARD OF ADJUSTMENT**

(Three Year Term)

The Board of Adjustment meets to hear variances and appeals related to land use issues in the unincorporated areas of Dare County. The Chair is appointed by the Board of Commissioners and the Planning Department serves as administrative staff for this Board.

The following term expires this month:

**Jay Hart**

(Current Term 5/18 - 5/21)

Mr. Hart would like to be reappointed.

No recommendations are made at this time for other vacancies

**Applications have been received from:**

Jo A. Wilson-Harfst, Kermit W. Skinners, Jr. and Michelle E. Lewis

**Other Members:  
See attached list**



**DARE COUNTY BOARD OF ADJUSTMENT**

(Initial Staggered Term/Three Year Term)

**The Board of Adjustment meets to hear variances and appeals related to land use issues in the unincorporated areas of Dare County. The Chair is appointed by the Board of Commissioners and the Planning Department serves as administrative staff for this Board.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Jay Hart, Chairman P.O. Box 1782 Kill Devil Hills, NC 27948 207-7900 Colington Area	5-30-21	Apptd. 4-05 Reapptd. 5/06,09,12,15 18
Edward Mann, Jr. 415 Highway 64 Manteo, NC 27954 423-1215 eddiemann86@gmail.com Roanoke Island	5-30-23	Apptd. 5/17 Reapptd 6/20
<b>VACANT</b> Hatteras Island		
Shelly R. Jones 5013 Martins Point Road Kitty Hawk, NC 27949 261-8878 shellyjones@gmail.com Martins Point Area	5-30-22	Apptd. 10/17 Reapptd. 5/19
Anna Creef 5297 Mashoes Rd. Manns Harbor, NC 27953 473-3339 Dare Mainland	5-30-23	Apptd. 6-03 Reapptd.5-05,08,11,14, 17, 20

**ALTERNATES**

Vacant  
Vacant

**NOTES:**

CONTACT INFO: Donna Creef, Planning Director    MEETING DATE: No Set Date

Jay Hart filled unexpired term of Jacob Maestas 4/05.  
Andrew Keeney replaced David Overton (alternate) 4/05.  
Patricia Austin appointed to fill unexpired term of Michael Egan 5/06.  
Roland Bowser replaced Patricia Austin 5/08  
Edward Mann, Jr replaced Roland Bowser 5/17  
Shelly Jones filled unexpired term of David Jones who resigned 10/17.  
Jay Hart appointed Chairman 11/17  
Thomas Murphy died 8/16/20 – leaving Hatteras position vacant

**REVISED 8 /20**

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 Cheryl Anby, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to [cheryl.anby@darenc.com](mailto:cheryl.anby@darenc.com)

Advisory Board or Committee interested in:

1<sup>st</sup> choice

Library Board

2<sup>nd</sup> choice

Transportation Advisory Board

3<sup>rd</sup> choice

Zoning Board of Adjustment

Name

Jo A. Wilson-Harfst

Address

1723 Virginia Ave.

City/State/Zip

Kill Devil Hills, NC 27948

Email Address

joannharfst@gmail.com

Telephone

Home: 804-384-1584

Business: NA

Resident of Dare County:

yes

no

Occupation:

retired

Business Address:

Educational background:

MPA - Pub. Admin., BA - Sociology

SPHR - Human Res. certification

Business and civic experience and skills:

Served as local director of Social Services in Mathews Co. VA 17 years. Was Eastern Reg. Dir. of Social Services in VA 4 years. Was program Dir. for VA chapter March of Dimes 4 years. Have served on numerous family services boards over the years and on board of a local charitable foundation for 6-8 yrs.

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

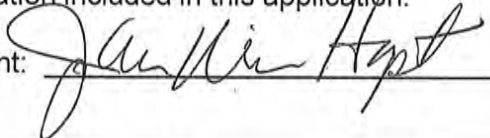
\_\_\_\_\_  
\_\_\_\_\_

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
Kimberly Irvine	Administrator	906 Marlbank Dr. Yorktown VA	757-272-6028
Janine Sewell	retired Admin.	P.O. Box 41 Avon, NC 27915	540-376-2358
Gail Davidson	Child Protective Ser. Consultant	417 Fishermans Rd. Norfolk, VA	757-288-8389

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: 10/10/2020 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 10/13/2020

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 Cheryl Anby, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to [cheryl.anby@darenc.com](mailto:cheryl.anby@darenc.com)

Advisory Board or Committee interested in:

1<sup>st</sup> choice Waterways Commission

2<sup>nd</sup> choice Planning Board

3<sup>rd</sup> choice Zoning Board of Adjustment

Name Kermit W. Skinner, Jr.

Address 166 Cannon Trail

City/State/Zip Manteo NC 27954

Email Address kermit122@charter.net

Telephone Home: 252 305 5501

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

Resident of Dare County:  yes  no

Occupation: Retired Town Manager, Town of Manteo

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

Educational background:

Bachelor's Degree--Urban Studies and Planning Masters Degree Public Administration

Municipal and County Administration UNC Chapel Hill School of Government

Business and civic experience and skills:

30 years experience in local government as the Town Manager of the Town of Manteo

\_\_\_\_\_

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

None at the moment.

---

REFERENCES

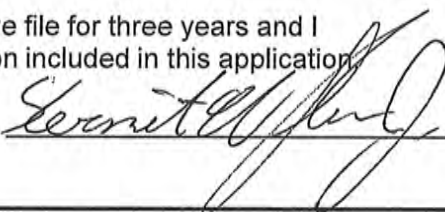
List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Bobby Owens	Mayor, Town of Manteo	PO Box 246 Manteo	252 256 0668
Mike Kelly	Local Businessman	PO Box 1089 NH	252 202 4116
Danny Couch	Local Businessman/DC Commissioner		252 475 4477

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: June 28 2019

Signature of applicant:



FOR OFFICE USE ONLY:

Date received:

7/1/19

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 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



*Extra Territorial Jurisdiction (ETJ) District  
Town of Southern Shores*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



May, 2021

**BOARD APPOINTMENT**

**EXTRA TERRITORIAL JURISDICTION (ETJ) DISTRICT**

(Three Year Term)  
(Town of Southern Shores)

The following term expires next month:

**John Finelli**  
(Current Term 6/18 – 6/21)  
(Originally Apptd. 7/09)

**Mr. Finelli would like to be reappointed.  
No objection to his reappointment from the Town of Southern Shores.**

No other applications have been received.

**EXTRA TERRITORIAL JURISDICTION (ETJ) DISTRICT**

(Three Year Term)  
(Town of Southern Shores)

**MEMBER**

**TERM EXPIRATION**

**ACTION**

John Finelli  
P.O. Box 555  
Kitty Hawk, NC 27949  
261-8786

6/21

Apptd. 6/12  
Reapptd. 6/15, 6/18

Notes:

Ed Overton replaced Kathy Halloran 6/06.  
John Finelli replaced Ed Overton 6/12.

**Revised 6/18**



*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 three months.

*Information on how to obtain and submit applications follows the list.*

### **June, 2021**

- College of the Albemarle Board of Trustees** -- 1 term expiring
- Extra Territorial Jurisdiction District - Town of Southern Shores**
  - 1 term expiring
- Hatteras Community Center Board** -- 3 terms expiring
- Juvenile Crime Prevention Council** -- 16 terms expiring
- Land Transfer Tax Appeals Board** -- 3 terms expiring
- Library Board – Dare** -- 2 terms expiring
- Manns Harbor Community Center Board** -- 3 terms expiring
- Roanoke Island Community Center Board** -- 4 terms expiring
- Rodanthe, Waves, Salvo Community Center Board** --2 terms expiring
- Transportation Advisory Board** -- 1 term expiring
- Waterways Commission** --3 terms expiring

### **July, 2021**

- East Lake Community Center Board** -- 1 term expiring
- Game and Wildlife Commission** -- 4 terms expiring
- Parks and Recreation Advisory Council** -- 9 terms expiring
- Wanchese Community Center Board** -- 5 terms expiring

### **August, 2021**

- ABC Board** -- 3 terms expiring
- Dare County Center Advisory Board** -- 4 terms expiring
- Jury Commission** -- 1 term expiring
- Juvenile Crime Prevention Council** -- 1 term 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:

**Cheryl C. Anby, Clerk to the Board at 475-5800**



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

**Description**

Remarks and items to be presented by Commissioners and the County Manager.

**Board Action Requested**

Consider items presented

**Item Presenter**

Robert Outten, County Manager