



COUNTY OF DARE
PO Box 1000, MANTEO, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 19, 2021, 5:00 pm

“HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?”

AGENDA

- 5:00 PM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1 Opening Remarks - Chairman's Update**
- ITEM 2 Public Comments**
- ITEM 3 2022 Avon Village Beach Nourishment**
- ITEM 4 Fiscal Year 2021 Mid-year Budget Revisions**
- ITEM 5 CIP Committee Recommendations Proposed Plans for EMS Stations**
- ITEM 6 Consent Agenda**
- (1) Approval of Minutes
 - (2) Buxton Maintenance/Storm Damage Repair Grant
 - (3) Tax Collector's Report
 - (4) LeaseQuery 3-year Software Subscription Agreement
 - (5) Authorization to Present Service Weapon to Retiring Deputy Sheriff
- ITEM 7 Board Appointments**
- (1) Aging Advisory Council for the Albemarle Commission
 - (2) Planning Board
 - (3) Commission for Working Watermen
 - (4) Dare County Joint Community Advisory Committee
 - (5) Older Adult Services Advisory Council
- ITEM 8 Commissioners' Business & Manager's/Attorney's Business**

ADJOURN UNTIL 9:00 A.M. ON FEBRUARY 1, 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.

Covid-19 changes:

Public comment may be presented to the Board by sending an email during the meeting to dbcoc@darenc.com

Board Action Requested

Receive Public Comments

Item Presenter

Robert Outten, County Manager



2022 Avon Village Beach Nourishment

Description

Coastal Science Engineering (CSE) has provided a phase 2 proposal for the Avon Village Beach Nourishment project. Based on the study conducted by CSE they believe a nourishment project can be conducted in conjunction with the Buxton Maintenance project slated to start in the Summer of 2022. Permitting and cost efficiencies are gained by working and bidding these projects together.

Board Action Requested

1. Approve the CSE proposal/contract & authorize the County Manager to execute; and
2. Approve the capital project ordinance

Item Presenter

Bobby Outten, County Manager

EXHIBIT A – THE PROPOSAL

[2525–Phase 2 – 28 December 2020]

Coastal Engineering Services for Avon Village Beach Nourishment County of Dare, North Carolina

Phase 2 – Design, Permitting, and Construction Administration

1.0 INTRODUCTION

This proposal is submitted by Coastal Science & Engineering (CSE—Engineer) at the request of Dare County, North Carolina (Owner), for Phase 2 coastal engineering services in connection with a beach nourishment project for the Village of Avon. Work under Phase 2 would be based on the analyses and findings of CSE’s Phase 1 Feasibility Study – Shoreline Erosion Assessment and Alternatives for the Avon Beach Restoration (CSE November 2020) completed under an agreement for services between Dare County and CSE dated 12 February 2020.

The Phase 1 study provides a quantitative analysis of erosion and sand deficits along the ~3.4-mile Avon shoreline and outlines three levels of beach/dune restoration.

- **Emergency Project** – 240,000 cubic yards (cy) along 8,000 linear feet (lf)
- **Mid-term “5-year” Project** – 1,000,000 cy along 11,500 lf
- **Long-term “10-year” Project** – 2,200,000 cy along 18,000 lf

Following the Feasibility Study, Dare County officials determined that the mid-term project and a potential supplemental Emergency Project after storms is the preferred beach restoration approach at present. Further, this approach can likely benefit if it is timed to coincide with a renourishment project at Buxton (anticipated construction in summer 2022). Accordingly, the present proposal outlines final design analyses and permitting that are required to bid a project and construct it around the same time as the Buxton renourishment. The Avon Feasibility Study shows that piggy-backing both projects could potentially reduce the Avon project cost by \$2–3 million (CSE 2020).

The section of Avon that is most critically eroded extends south from Avon Pier to Askins Creek North Drive, approximately 8,000 lf. The preferred alternative expands the nourishment length to ~11,500 lf for purposes of improving the longevity of the project (NRC 1995; Dean 2002) and serving as a “feeder” beach for downcoast sand transport. The project formulation includes sufficient volume to restore the sand deficit and provide approximately five years worth of “advance” nourishment to accommodate future erosion. We understand there is an additional ~1,000 ft of Avon oceanfront south of Askins Creek North Drive that is not covered in the mid-term plan. That section of beach has a lower long-term erosion rate and appears to have a healthier beach condition compared to the adjacent critical area. If

the County elects to include the last 1,000 ft at the south end of Avon into the nourishment plan, CSE will revise the design in the Phase 2 study and ensure the integrity and longevity of the project remains intact compared to the original plan recommended in the Phase 1 study.

CSE (2020) has identified two quality sand sources for the project: an on-island sand mine in Avon (Hollowell Property); and an offshore deposit in state waters that could be accessed by dredge. The latter borrow source is considered most economical for a “5-year” project. Dredging has the advantage of relatively rapid construction with only minor impacts to traffic, road wear, and beach use during construction. If construction is timed with the Buxton project, dredge mobilization costs could potentially be reduced.

As recommended in the Phase 1 study (CSE 2020), the permit application will include the following elements:

- Emergency dune restoration for multiple events with a maximum cumulative volume of 240,000 cy using an inland sand source in Avon such as the Hollowell Property
- One-time beach nourishment with a maximum volume up to 1,000,000 cy using an offshore sand source
- Dune construction during beach nourishment
- Sand fencing installation after nourishment
- Dune vegetation planting after nourishment
- Sand scraping in front of existing structures (houses, walkovers, pier foundation, etc) after project completion if dune encroachment occurs

Adding these elements to the permit application allows the County to pursue any action needed based on available funds and evolving beach conditions.

Similar to work CSE completed for Dare County for the initial Buxton nourishment project (CSE 2013) and the ongoing services for the Buxton maintenance project (CSE 2019), CSE proposes to provide engineering services for the Avon project under eight (8) tasks detailed later in this proposal. A ninth task—Contingency—is also included should hurricanes occur over the next couple of years or certain unforeseen environmental monitoring be required in connection with permitting.

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

CSE’s Phase 2 services will be built upon our work experience in Dare County since 2003 and conducted in conjunction with the ongoing Buxton maintenance project. This makes it possible to have an offshore dredging project started in summer 2022 along the Avon oceanfront, provided the herein proposed Tasks can be authorized in early 2021. It also brings significant cost savings to the County by piggybacking the Avon and Buxton projects in both construction cost and engineering cost. The engineering fees for the Buxton maintenance project is not-to-exceed \$1,570,186 (including professional fees, reimbursables, allowances for subconsultants, and contingency). The Phase 2 service fees proposed herein are not-to-exceed \$984,358, which is approximately 63% of Buxton’s fees. Table 1 is a summary fee table proposed for the Avon Phase 2 services. Tasks 1-8 are combined into orderly categories corresponding to the various stages of the project in Table 1, and the target completion time of each stage is listed in the table as well. CSE’s standard practice is to proceed to the next stage after key milestones are achieved and the County affirms subsequent tasks should take place. For example, if permits are not received in time, or funds for construction are not available, CSE will cease work on Tasks 7 and 8 until authorized to resume work. See page 31 for the itemized cost table, and pages 23–25 for the details of the proposed schedule.

TABLE 1. Summary fee table proposed for Avon Phase 2 services.

Tasks	Description of Work	Engineering Cost (\$)	Target Completion Time
1-4	Engineering and Permitting	558,247	Jan 2021–Mar 2022
5-6	Final Design and Bidding	99,320	Nov 2021–Apr 2022
7-8	Construction Administration and Project Closeout	293,508	May 2022–Dec 2022 (May 2023–Dec 2023*)
9	Contingency	33,283	As Needed
Total		\$984,358	Jan 2021–Dec 2022 (Jan 2021–Dec 2023*)
* If construction bids for summer 2023 appear to prove significant cost savings, at the County's discretion, construction will commence in summer 2023 and project closeout is expected to be completed in December 2023.			

CSE has been following NCDEQ’s new rules about the nourishment sand quality (amendment effective April 1, 2021, 15A NCAC.07H.0312). We will assist the County with the application for state funding to cover the additional work required in the amendment. If such funding is not approved or in place in time for the proposed Avon project, CSE will absorb the cost of additional fieldwork (under Task 2) with no extra cost to the County in order to accelerate permit application preparation.

CSE proposes to enlist the services of specialty subconsultant firms to assist CSE with certain elements of the work. Their fees are included under “Allowance” in the cost table on page 31. These subconsultants are listed as follows:

CZR Incorporated (CZR, Wilmington NC) – Preparation of the Biological Assessment (BA) report and the Essential Fish Habitat Assessment (EFH) Report under Task 4

Athena Technologies Inc (Athena, McClellenville SC) – Supplemental offshore borings to confirm sediment quality under Task 2.2

Tidewater Atlantic Research Inc (TAR, Washington NC) – Cultural Resources Survey and report under Task 2.3

Each firm has assisted CSE on the Buxton and Nags Head projects and is familiar with the specific sampling and analysis requirements under NC Division of Coastal Management (NC DCM) rules.

2.0 PHASE 2 SCOPE OF SERVICES AND TASKS

The following scope of services details CSE’s proposed work by task. An itemized budget estimation for professional services and expenses follows. The tasks will provide an orderly sequence of work and facilitate project tracking and deliverables during the course of CSE’s work. Phase 2 will build on analyses and data development during the Feasibility Study and not duplicate previous work by CSE. Certain additional field data collection is required to conform with state requirements such as sediment sampling and compatibility analyses. Phase 1 sampling for example was performed at the reconnaissance level whereas the Phase 2 sampling plan, as detailed herein, will meet the state’s permit application requirement and provide final design-level data. We have also anticipated the need for periodic beach surveys to update erosion rates, document conditions close to the time for bids, and possible post-storm surveys during the Phase 2 design period.

2.1 Basic Services

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

2.2 Scope of Services

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

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

Following authorization to proceed with the proposed Phase 2 scope of services:

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

Task 1 includes professional time to participate in public forums and to assist Dare County officials (Owner) with public communication and liaison up to the budget limit established for this task in Table 2 on page 31.

Task 2.0 Beach and Borrow Area Condition Surveys and Geotechnical and Cultural Investigation

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

CSE will resurvey the Avon project area up to three times through the design and engineering study. These data will be used to update average-annual volumetric erosion rates, revise the project formulation, and finalize the design for bidding (Task 2.1).

CSE will survey the potential borrow area(s) for detailed bathymetry prior to the final design (Task 5) and obtain a minimum of 12 (maximum of 16) additional borings (c/o Athena) for purposes of confirming offshore sediment quality and finalizing the primary borrow area (Task 2.2).

Task 2.3 will include geophysical and cultural resources field data collection and analysis in the borrow area(s) with the assistance of TAR.

Task 2.4 will include analysis of beach and borrow area sediment quality and compatibility, and evaluate alternate borrow area configurations meeting NCDEQ sediment criteria standards for beach nourishment (Ref: 15A NCAC.07H.0312 Technical Standards for Beach Fill Projects). Task 2.5 will cover time and expenses to obtain wave, tide, and current data in the potential borrow area(s) and along the project beach. Task 2.6 covers one set of controlled aerial orthophotos (via Unmanned Aerial Vehicle-UAV) of the project area for use in the final design.

Task 2.1 — The purpose of Task 2.1—Beach Condition Surveys—is to obtain field data from which volumetric changes and variations in profile dimensions can be computed. These data are necessary

for apportioning the nourishment volumes in an equitable manner. The surveys will provide necessary transects across the dunes and mark vegetation lines, exposed shore-protection structures, walkovers, and other obstructions that must be protected during construction. The surveys will also provide data for locating protective sand fencing that the Owner may wish to install as part of the project. The initial Task 2.1 survey provides critical input data for the design analyses under Task 3.

Task 2.2 — NCDEQ is in the process of amending the sand quality rules (15A NCAC.07H.0312), and it is expected to be effective April 1, 2021. Several new requirements relevant to CSE’s work for Avon are listed as follows:

(1) Shore-perpendicular transects shall be established for topographic and bathymetric surveying of the recipient beach. Topographic and bathymetric surveying shall occur along a minimum of five shore perpendicular transects evenly spaced throughout the entire project area with spacing not to exceed 5,000 feet in the shore-parallel direction. Each transect shall extend from the frontal dune crest seaward to a depth of 20 feet or to the shore perpendicular distance 2,400 feet seaward of mean low water, whichever is in a more landward position.

(2) Along each transect, at least one sample shall be taken from each of the following morphodynamic zones where present: frontal dune, frontal dune toe, mid berm, mean high water (MHW), mid-tide (MT), mean low water (MLW), trough, bar crest and at even depth increments from 6 feet (1.8 meters) to 20 feet (6.1 meters) or to a shore perpendicular distance 2,400 feet seaward of mean low water, whichever is in a more landward position. The total number of samples taken landward of MLW shall equal the total number of samples taken seaward of MLW;

(3) The total number of sediments greater than or equal to one inch (25.4 millimeters) in diameter, and shell material greater than or equal to three inches (76 millimeters) in diameter shall be differentiated and calculated through visual observation of an area of 10,000 square feet centered on each transect, and between mean tide level (MTL) and the frontal dune toe within the beach fill project boundaries. A simple arithmetic mean shall be calculated for both sediments and shell by summing the totals for each across all transects and dividing by the total number of transects, and these values shall be considered representative of the entire project area, and referred to as the “background” values for large sediment and large shell material;

(4) The total sediments with a diameter greater than or equal to one inch (25.4 millimeters), and shell material with a diameter greater than or equal to three inches (76 millimeters) is considered incompatible if it has been placed on the beach during the beach fill project, is observed between MTL and the frontal dune toe, and is in excess of twice the background value of material of the same size along any 10,000 square feet section of beach within the beach fill project boundaries. In the event that more than twice the background value of incompatible material is placed on the beach, it shall be the permittee’s responsibility to remove the incompatible material in coordination with the Division of Coastal Management and other State and Federal resource agencies.

In light of the above new requirements, NCDEQ made funds available to cover the cost of the additional fieldwork. CSE will assist the County with the application for such funds. The application is due by 29 January 2021. CSE's fee estimate in Table 2 (page 31) does not include the cost for the additional work required in NCDEQ's amendment. If the state funding is not approved or in place in time for the Avon project, CSE plans to absorb such costs with no extra charges to the County in order to accelerate the permit application.

In order to accelerate the geotechnical study for the permit application, CSE will coordinate supplemental borrow area sampling by Athena, including ~12–16 confirmation borings. The offshore area(s) chosen for supplementary borings will be based on the Phase 1 coring results and input from state and federal resource agencies as applicable. The purpose of the supplemental borings is to confirm sediment quality at a core sampling density that exceeds state standards for borrow area sampling. Borings will be accomplished via similar methods as Phase 1 and target-recovery lengths of 10 feet (ft) or greater. An average of three (3) samples per core will be collected for testing according to variations in lithology and processed in CSE's laboratory. CSE will follow standard sampling and laboratory testing protocols to analyze sediment quality and to determine compatibility with the native beach sediments. CSE will conduct the bathymetric surveys and provide detailed pre-dredging data for use by contractors.

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

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

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

CSE's methods of sampling and analysis will be similar to those applied in the 2017–2018 Buxton beach restoration project and the ongoing Buxton maintenance services.

Task 2.3 — CSE will subcontract with TAR for certain geophysical data collection in the offshore borrow area to further confirm sediment quality according to requirements (as applicable) of NCDEQ. Task 2.3 data collection will include a magnetometer survey to identify potential cultural resources (eg – shipwrecks) in and around the borrow area. The survey is budgeted to cover ~380 acres based on a proposed 1 million cubic yard nourishment.

TAR will also conduct subbottom profiling using a spacing of 100 ft (shallow seismic surveys via EdgeTech 3100P, or equivalent) in the preferred sand search area for purposes of correlating sediment quality between borings. The survey protocols, line spacing, etc. will be set to satisfy state requirements. To the extent subtle changes in sediment quality can be distinguished using geophysical techniques, CSE will use these data to further refine the boundaries and depth limits of the borrow area. TAR will also be retained to prepare a cultural resources review of the area and identify possible shipwrecks or offshore obstructions that may impact dredging activities.

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

The proposed budget for Task 2.3 services includes a line item allowance for cultural resource surveys based on a present quote from TAR. Task 2.3 budget includes time for coordination of geophysical data collection, review, and analysis of data by CSE personnel. It is anticipated that one CSE staff coastal physical scientist/project engineer will participate in some of the field data collection with TAR, assisting with local logistics and refinement of the track lines. A detailed work plan and budget for the geophysical sub-consultant services by TAR will be submitted prior to completion of the work. The allowance for these services is based on prior project experience with TAR (cost not-to-exceed), and TAR's review of the preferred borrow area as detailed in CSE's 2020 Avon Feasibility Study.

Task 2.4 — CSE will prepare a detailed analysis of borrow area sediment quality for alternate borrow area configurations meeting NCDEQ and other state and federal criteria for borrow area sediment quality. CSE will evaluate the compatibility of offshore and native sediments using Industry-standard statistical techniques as detailed in the USACE Coastal Engineering Manual (2002), as well as performance-based standards applied by CSE in other Outer Banks projects.

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

Task 2.5 — There are no existing wave records in the vicinity of Avon, and therefore, the design and engineering analyses become more difficult. CSE will obtain wave, tide, and current data around the borrow area during the Phase 2 study for purposes of documenting wave climate for the project site. These data will supplement public domain data from deep-water buoys (eg – Station 41025 – Diamond Shoals) maintained by NOAA and others. CSE proposes to install one (1) in-situ recording gauge in the borrow area and obtain a minimum of two (2) months of continuous-recorded data during a representative fair-weather dredging period prior to construction. These data will be presented on project drawings or in an engineering report for review by dredging companies. The data will also be used for certain coastal engineering analyses under Task 3. CSE will deploy an RDI Workhorse™ ADCP (Acoustic Doppler Current Profiler) set to record water level and currents at high frequency (used for wave height and direction estimates). The record also yields tide data. The ADCP will record in-situ and be serviced midway through the deployment period, as necessary.

Time-series wave data collected by CSE will be downloaded, checked for anomalous spikes, and processed for input into various statistical and modeling software. These records will provide the site-specific data needed for finalizing the nourishment design. Applicable software for data reduction and processing includes WinADCP™ and MATLAB®. CSE has developed custom “macros” in MATLAB® for displaying the data and running statistics. Other numerical modeling software (Task 3) will be used for shoreline evolution modeling, wave transformation, and downdrift impact analyses.

Task 2.6 — CSE will obtain controlled aerial orthophotography of the site via unmanned aerial vehicle (UAV) and a licensed operator. The purpose of aerial orthophotography is to provide a visual image of existing site conditions on which the project limits and dimensions can be presented. The imagery will be processed in-house using state of the art PIX-4D software which provides decimeter (~4”) pixel resolution of the landscape. Rectified orthoimagery will be obtained prior to the preparation of construction drawings (Task 5).

Surveys Not Covered — Resource agencies, at their discretion, may require certain biological monitoring along the beach or proposed borrow areas. The 2011 Nags Head (NC) nourishment project, for example, had a requirement for one (1) year of pre-project sampling (four seasonal events) and two (2) years of post-project sampling (eight seasonal events) (CZR 2014). [*Costs for the Nags Head biological monitoring surveys (12 events, three annual reports) were (~)\$450,000.*] However, neither the

2017-2018 Buxton beach restoration project nor the 2019 Nags Head renourishment project required such biological monitoring. Because it is unknown whether such sampling will be required or what the level of sampling may entail in the future, biological monitoring surveys are not covered in the present proposal. CSE/CZR will advise the Owner of any potential biological sampling requirements and will provide a separate proposal for these services at the request of the Owner.

Task 3.0 Coastal Engineering and Plan Development

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

Task 3.1 — CSE will provide a detailed analysis of the accelerated erosion experienced along Outer Banks beaches during the past several years, particularly the Avon project area. The higher erosion rates (CSE 2020) are likely due to a combination of other factors that are not fully known at present including:

- Higher mean water levels
- Higher waves and wave energy flux which drives sand transport
- Greater storm intensity
- Localized effects such as wave refraction over nearshore shoals

CSE will obtain the best available water level and wave data encompassing the past decade or so. Data are available from NOAA offshore buoys and the USACE Field Research Facility at Duck (NC). The data will be applied to Avon and evaluated with Phase 1 and 2 beach survey data. The goal is to determine what conditions may have changed over the past decade to produce higher erosion south of Avon Pier. This information will be used for the littoral process analysis and the final design of the project.

Task 3.1 will update site-specific, empirical erosion data, and determine the extent and degree of net sand losses due to recent hurricanes or other storms that may occur during the permitting period. The proposed condition surveys under Task 2 will allow CSE to calculate how much additional sand has been lost since the Phase 1 surveys. The quantity of most importance to the final design is the average, annual volumetric loss out of the system. Given the dearth of historical surveys, previously estimated background erosion rates may have to be revised, and therefore, adjustments may be required in the scale of the proposed project.

Task 3.2 — CSE will evaluate alternative nourishment scenarios, fill distribution, and profile dimensions by means of the USACE-approved models, such as S-BEACH and GENESIS. These models provide numerical simulations of cross-shore profile adjustment due to storms and shoreline change due to longshore processes and sediment transport. Each model requires input wave data which will be obtained from NOAA offshore buoys (provides long-term real-time data), USACE Wave Information Studies data (long-term hindcast data), and site-specific data collected under Task 2.5.

The normal steps in the simulation of longshore and cross-shore change include:

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

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

CSE recommends that, at minimum, the project provide excess beach width to accommodate higher erosion conditions and restore the anticipated volume losses over a minimum five-year period. A primary goal of the project is to restore a protective beach that can absorb normal storm waves and seasonal changes in wave energy without damage to the dune system, walkovers, and established vegetation, particularly along the critically eroding ~8,000 lf south of Avon Pier.

Task 3.3 — CSE will revise the project plan (ie – 1.0 million cy) based on the results of Tasks 2.1 through 3.2 herein along with consideration of funding levels established by the Owner. CSE will prepare periodic updated estimates of probable construction costs. Under Task 3.3, CSE will prepare periodic memorandum reports on the beach condition and updated erosion rates following each condition survey. Task 3.3 will also include professional time to prepare a final engineering report for the project, incorporating results of field data collection and numerical modeling (Tasks 2.1–2.6

and Tasks 3.1–3.2). Normally, the engineering report is completed around the time of bids so that its content is consistent with final design conditions and the actual scope of the project. The engineering report serves as a primary design document, summarizing the basis and rationale for the project formulation, borrow area, and beach nourishment configuration.

Task 4.0 Permitting and Environmental Studies

Task 4 work covers permitting for the project. This task involves pre-application meetings with regulatory and resource agencies, preparation of supporting environmental documents, preparation of the permit applications (state and federal under NCEPA and NEPA, including drawings, narrative, and application forms), review of comments, preparation of responses to comments, participation in public hearings, and ongoing liaison with state and federal officials.

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

- Environmental Assessment (EA) (CSE)
- Biological Assessment (BA) (CZR)
- Essential Fish Habitat (EFH) assessment (CZR)
- Cumulative impacts report (possibly incorporated into the EA or BA)

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

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

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

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

The specific supporting documents needed will be confirmed in close coordination with the NC Clearinghouse and federal agencies. The objective of pre-application meetings is to present the preliminary plan for Avon beach renourishment, and solicit input from the permitting agencies before the preparation of supporting documents. The goal is to develop the preliminary design and complete all required environmental documents before submitting the permit application to NCDCM and USACE.

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

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

4.3.1 — Preparation of Essential Fish Habitat (EFH) Assessment — CZR will provide the bulk of the EFH assessment similar to the one prepared for the Buxton (2018) project. The EFH is required by NMFS under the Magnuson-Stevens Fishery Conservation and Management Act of 2006. CSE/CZR will incorporate changes as necessary to the EFH assessment if Congress passes legislation updating the law during the course of the proposed project.

4.3.2 — Preparation of Biological Assessment (BA) — CZR will provide the lead role in preparing a BA report similar to the one prepared for the Buxton project. A BA is required by USFWS for projects which trigger Section 7 consultation under the Endangered Species Act (ESA). Nourishment projects constructed during the summer months impact turtle nesting activities. The BA will address impacts to threatened and endangered species and will identify protective measures to be taken. The principal species of concern are the piping plover, sea turtles (five species), shortnose sturgeon, Atlantic sturgeon, seabeach amaranth, West Indian manatee, and whales (several species). The USFWS uses the BA to assist them in the preparation of their Biological Opinion (BO) under Section 7. In addition to compiling readily available information from prior BA's for Buxton, Nags Head, and similar projects, the team will incorporate new information as available from recent North Carolina projects and updated endangered species lists.

4.3.3 — Preparation of Environmental Assessment (EA) — The project team anticipates state and federal agencies will require an Environmental Assessment for the project because of its potential impacts to endangered species due to the requirement for summer dredging. It is expected to be in a similar format but will require greater details on the downdrift impact analysis than the one developed for the original project. The EA will include an Alternatives Analysis outlining the various erosion solutions considered but rejected. As experienced in the original project, the most efficient

way to address all the elements in an EA is for our team to prepare the initial document as a draft (DEA), incorporate correspondence, and prepare responses to comments. A final document (FEA) will be prepared at the direction of the regulatory agencies upon satisfaction of all issues regarding the project. The team will draw on relevant EA and EIS documents for Dare County projects including Buxton (USACE, NPS 2015), Nags Head (USACE 2000, 2010, 2017), Bonner Bridge (NCDOT 2008), and nourishment plans for Duck, Kill Devil Hills and Kitty Hawk (USACE 2014). Our team's effort for the preparation of the EA for Avon will be built upon our project experience for Buxton and, therefore, the fees will be significantly lower than those for the 2017–2018 Buxton project.

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

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

Specific work items will include:

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

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

Task 5.0 Project Final Design, Specifications, and Construction Documents

Task 5 covers professional time and expenses to prepare larger format construction drawings, contract documents, specifications, and bid packages for prospective contractors. The plans lay out the detailed requirements for plan implementation and environmental protection. CSE anticipates that bids will be requested for two construction periods so as to give contractors scheduling flexibility and to attract more favorable bids. Because of the limited number of dredging companies that can work offshore, and the time required for mobilization, CSE has found that longer lead times between bids and construction usually result in a significant reduction in project costs.

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

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

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

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

Under Task 5, CSE will incorporate into Drawings and Specifications for the project such environmental protection as necessary and required under special conditions or general conditions of state and federal permits for the work (to the extent these are known prior to issuance of Drawings and Specifications for prospective bidders). It is the intent of this work to require the contractor to comply with all state and federal environmental laws, to provide for safe operations in and around the job site, and to maintain operations within the boundaries established for the offshore borrow area(s) and beach fill area(s). Where mandated by state or federal regulations and permits, the contractor will be required to provide qualified personnel and equipment for endangered species monitoring, public safety, and environmental protection during construction.

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

Task 6.0 Bidding and Negotiation

The construction plans prepared under Task 5 will be issued to qualified contractors after written authorization to proceed with the bidding and negotiation:

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

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

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

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

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

Task 7.0 Construction Observations and Administration

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

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

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

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

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

Task 7.5 — *Shop Drawings.* The Engineer will review and approve (or take action to obtain review and approval by the appropriate member of the project team) Shop Drawings, samples, and other data which the contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto.

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

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

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

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

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

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

CSE's work under Task 7 involves extensive daily and weekly reporting and maintenance of project records. In addition to daily visits to the worksite, CSE personnel will perform sampling and geotechnical analysis to check sediment quality and obtain spot profiles to verify slopes and grades of finished sections. The Engineer will evaluate the as-built sections for unit fill quantities and slopes to verify that the contractor is not under-filling or over-filling beyond prescribed tolerances. The Engineer will make adjustments to the sections as necessary to allow for variations in underwater slopes (from design), altered site conditions, or other factors so as to ensure that all reaches of the project obtain the design volumes given in the contract documents. Such adjustments are standard

practice for projects of this type because underwater slopes cannot be controlled during placement. The Engineer will also obtain synoptic measurements of turbidity, bathymetric cross-sections in the borrow area, and wave data during construction as a check on the contractor's work.

Special Conditions and Reporting — An anticipated special condition of the permit will be endangered species monitoring during construction including possible turtle and piping plover surveys along the beach or trawling for turtles ahead of a hopper dredge and relocation of caught turtles away from the borrow area. The Engineer's proposed budget for engineering services does **not** provide for this possible project requirement, but this expense will be included in the Engineer's updated opinion of probable construction costs after such requirements are confirmed by state and federal resource agencies.

The 2017–2018 Buxton project was completed between June 2017 and February 2018, and therefore, nightly turtle monitoring on the beach was required through almost the entire turtle nesting season of 2017 (May to November). The total cost to the 2017–2018 Buxton project, for nightly turtle monitoring during construction, was (~)\$60,000 and it was paid by the County through CSE. The cost of endangered species observers on the dredge and trawling ahead of the dredge was incorporated into the bids for construction and was paid for directly by the dredging contract as a standard practice.

Task 8.0 Final Report and Recommendation for Acceptance

CSE will coordinate project completion and final surveys for pay requests with the contractor and the Owner. CSE will observe the final grading and beach shaping and will note any discrepancies with respect to slopes and grades. CSE will coordinate equipment removal and cleanup with the contractor and participate with the Owner in reviewing the final completion list. Task 8 will include time to verify final pay volumes and requests for payment. Upon review and verification of these items, the Engineer will recommend acceptance of the project and final payment. CSE will compile environmental compliance reports and coordinate project completion documents with regulatory and resource agencies as required under the terms and conditions of the permits. CSE will incorporate relevant environmental documents into the final report for the project (Task 8.2).

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

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

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

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

CONTINGENCY

The present proposal provides a labor and expense contingency as itemized in the budget. It is 4% of the fees for Tasks 1–8, and will only be applied upon approval of the Owner for specific extra services (eg – a post-storm beach condition survey, additional environmental monitoring required by the permits, additional construction administration associated with construction delays, etc) necessary to execute the project under the terms and conditions of the permit.

ADDITIONAL SERVICES

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

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

- Services resulting from significant changes in the general scope, extent, or character of the project, or major changes in the documentation previously accepted by the Owner where changes are due to causes beyond the Engineer's control.
- Providing renderings or physical models.
- Preparing documents for alternate bids requested by the Owner for work that is not executed or for out of sequence work.
- Detailed consideration of operations, maintenance, and overhead expenses; value engineering; and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals, and valuations.
- Furnishing the services of environmental scientists, biologists, fisheries scientists, chemical analysis laboratories, or other specialized scientific testing, evaluations, or services not specifically included in the scope of services.
- Preparation of operations and maintenance manuals not specifically included in the scope of services.
- Geotechnical engineering studies including borings and reports, except for borrow area confirmation studies (additional coring and geophysical data collection) described herein.
- Surveys for the purpose of staking out work of contractor(s).
- Preparing to serve or serving as a consultant or witness in any litigation, arbitration, or other legal or administrative proceeding except where required by the scope of services.
- Services of an independent cost estimator shall be Additional Services.
- Services of an environmental sub-consultant for endangered species monitoring before, during, or after construction. For the 2017–2018 Buxton project, NPS biologists provided piping plover monitoring and turtle monitoring during construction as required under federal and state permits. Certain endangered species monitoring (eg – marine mammals) onboard dredges is generally incorporated into the bid for construction. CSE assumes that CZR will be responsible for the implementation of environmental monitoring (eg – biological sampling and analysis) before, during, and after construction, and will perform these services, if requested, under a separate agreement between the Owner and CZR. Endangered species monitoring onboard dredges, or related trawling activities in advance of hopper dredges, if prescribed by permits, will be incorporated into the contract documents and will be the responsibility of the dredging contractor.
- Services associated with acquiring individual easements for construction additional to routine assistance in preparing a recommended temporary construction easement agreement for the Owner to use.

3.0 ESTIMATED PROJECT TIMELINE

The project schedule outlined herein is based on an assumed construction date of summer 2022 to coincide with similar work at Buxton. The schedule of services herein will be periodically modified based on the progress of the permit reviews and approvals.

The target work period for the services proposed herein is 1 January 2021 to December 2022 with a contingency period through December 2023. This schedule provides time for permitting delays, and lead time for competitive bids. The team will use the Buxton experience to seek ways to accelerate the review process and construction.

Because permitting issues may arise that will adversely impact the schedule, the Engineer cannot guarantee that the full scope of work, construction, and final report can be completed by December 2022/2023. The preliminary schedule is based on CSE's understanding of the goals and objectives of the Owner and likely issues to be raised by resource and regulatory agencies. CSE will make all reasonable attempts to accomplish a May 2022 construction start date in accordance with recent discussions with County officials.

Schedule

The following schedule assumes permits can be obtained in time for the start of construction no later than March 2022. It also assumes construction must occur during fair-weather months (ie – May through August).

<u>Date</u>	<u>Task #</u>	<u>Description</u>
Jan 2021	1.0	Initiate project work under present proposal discuss goals and objectives with Dare County officials
Jan–Mar 2021	1.0	Project planning, liaison with Owner
	1.0	Liaison and meetings with Dare County officials
	2.0	Prepare schedule for field data collection (condition surveys)
	3.0	Initiate coastal engineering design analyses
	4.0	Initiate pre-application meetings with resource and regulatory agencies
	4.0	Permit planning and coordination initiate research for relevant environmental documents
Apr–May 2021	2.0	Continue field data reduction, core logging sediment testing cultural resources survey
	3.0	Coastal engineering analyses and erosion and impact modeling
	4.0	Finalize permitting requirements, including outlines for supporting environmental reports
May–Jun 2021	1.0	Periodic progress report to Owner
	2.0	Condition surveys offshore bathymetry and borings sediment sampling
	2.0	Data reduction, laboratory analysis
	3.0	Coastal engineering analyses and modeling of alternate nourishment rates
	4.0	Prepare environmental documents (EFH, BA, EA)
Jun–Jul 2021	3.0	Prepare revised design
	4.0	Complete EFH and BA reports
	4.0	Draft EA for review by Owner
	4.0	Pre-application meeting(s) with regulatory agencies
	4.0	Prepare permit application documents and drawings
	4.0	Review permit application with Dare County

<u>Date</u>	<u>Task #</u>	<u>Description</u>
Jul–Aug 2021	2.0	Wave measurements in borrow area
	3.0	(continued) Engineering analyses and modeling
	4.0	Submit permit application to USACE and NC Clearinghouse (pre-application) with supporting documents (EFH/BA) request Section 7 consultation
	4.0	Revise first draft EA and submit to Clearinghouse and USACE
	4.0	Project public notice—begin comment period
Aug–Sep 2021	4.0	Receive comments prepare responses to permit application
	4.0	Revise EFH/BA/DEA as necessary
Aug–Oct 2021	1.0	Liaison with Dare County community forum progress report to Owner
	2.0	Second condition survey (same season as the first survey)
	2.0	Wave data analysis
	3.0	(continued) Engineering analyses and modeling
	4.0	Agency review liaison Finalize EA
	4.0	Submit CAMA permit application after receipt of concurrence from Clearinghouse
	4.0	Permit liaison
Nov 2021–Feb 2022	2.0	Pre-project condition survey to facilitate final design for construction Aerial mapping
	3.0	Finalize design
	4.0	Receive CAMA permit USACE permit
	5.0	Preparation of plans and construction documents
	6.0	Bids issued for summer 2022 or summer 2023 construction
	6.0	Liaison with contractors select contractors
Mar 2022	6.0	Contractor liaison County issues Notice to Award & Notice to Proceed
Apr–May 2022	7.0	Pre-construction meetings (engineering and environmental)
May–Aug 2022	7.0	Construction and construction administration (assume a maximum of 90 days)
Aug 2022	8.0	Final survey
Sep–Nov 2022	8.0	Analysis and final report preparation
	8.0	Submit final report
Dec 2022	8.0	Project review and close-out

If bids for summer 2023 construction appear to prove significant cost savings, at the County’s discretion, construction will commence in summer 2023.

<u>Date</u>	<u>Task #</u>	<u>Description</u>
May–Aug 2023	7.0	Pre-construction meetings (engineering and environmental)
	7.0	Construction and construction administration (assume a maximum of 90 days)
Aug 2023	8.0	Final survey
Sep–Nov 2023	8.0	Analysis and final report preparation
	8.0	Submit final report
Dec 2023	8.0	Project review and close-out

4.0 PROJECT MANAGEMENT

The proposed scope of services will be performed under the supervision of Dr. HL Kaczowski (PE – NC #37281), who has served as Project Engineer for the Buxton beach restoration project and conducted construction administration. Dr. Kaczowski is a registered professional coastal engineer with over 25 years of experience, including extensive work in beach nourishment design, shoreline change simulations, development of sediment budgets, hydrodynamic modeling, and construction management. The project manager for the proposed work will be Dr. Patrick Barrineau (PG), coastal scientist, who has directed geotechnical studies for the Buxton renourishment and the Phase 1 Avon study. They will be assisted by Steven Traynum (MS), who has analyzed all historical survey data for Nags Head and Buxton area and has prepared data management programs in MATLAB for efficient handling of large databases. Dr. Kaczowski and Dr. Barrineau will provide close liaison with the County officials during the period of design and permitting under this proposal. Dr. Kaczowski and Traynum are principals in the firm.

Dr. Tim Kana (PG NC #1752) along with Mr. Traynum will assist in the design analyses and field data collection, drawing on extensive experience at Buxton and Nags Head. Other key CSE staff assigned to the project will be Trey Hair (CADD–graphics), Drew Giles (field data collection), and Carrie Marks (report production) – all of whom have served in similar roles during the Buxton beach restoration project and post-project monitoring tasks.

Haiqing L Kaczkowski, PE, Registered Coastal Engineer

Dr. Haiqing Kaczkowski (NC PE #37281) is CSE's principal engineer registered in Florida, Georgia, South Carolina, North Carolina, and New York. She has over 25 years of experience in coastal processes, beach erosion studies, numerical modeling, and beach nourishment design. Dr. Kaczkowski served as the Project Engineer for CSE's projects since 2010 including the 2017–2018 Buxton restoration project, the Nags Head beach nourishment project (2011), and the 2019 renourishment project. She has used state-of-the-art numerical modeling tools in conjunction with engineering experience to design over a dozen nourishment projects. Dr. Kaczkowski is also project manager for CSE's annual surveys of Myrtle Beach (SC), Bridgehampton–Sagaponack (NY), and Quogue (NY). She participates in field data collection, performs QA/QC on the data, and prepares the annual report submitted to the clients. Dr. Kaczkowski has been a project engineer for the Pine Island (NC) beach erosion monitoring project (CSE 2015; 2017) providing close liaison with community officials. Ongoing work in the Outer Banks includes the design of the Buxton maintenance project including close liaison with FEMA to secure post-storm grants for Dare County.

Patrick Barrineau

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

Timothy W Kana, PhD, Project Director

Dr. Kana (NC PG #1752) is president of CSE and senior coastal scientist with 35 years of experience in coastal erosion studies, beach nourishment design, preparation of sediment budgets, and studies of sea level rise impacts. Kana has prepared initial shoreline assessments and erosion analysis for over 100 sites including the Carteret County project (CSE 1999), Nags Head (2005), Buxton (2015), and Pine Island (2015), and Buxton EA (USACE NPS 2015). Dr. Kana supervised eight years of beach monitoring and sediment quality studies along Bogue Banks for the Carteret County Shore Protection Office and is the author of numerous publications regarding the planning and performance of North Carolina beach nourishment projects. He was project director and principal liaison for the 4.6 million cubic yard Nags Head beach nourishment project, which was completed on time and under budget between May and October 2011. Dr. Kana will serve as principal in charge of CSE's work and overall project director for the project team, participating in key meetings with the County.

Steven Traynum MS — Coastal Physical Scientist

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

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

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

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

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

Andrew Giles – Master (Licensed USCG)

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

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

Nags Head, NC – Field Party Leader (data collection). Collected ~100 profiles (each ~2,000 ft long) and detailed bathymetry over borrow sites during multiple deployments, including post-storm surveys (2009 to present).

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

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

Trey Hair – Senior CADD/Engineering Technician

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

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

Nags Head (NC) Beach Nourishment Project – Engineering Designer. Highly involved in data collection for use in obtaining necessary permits. Analysis of data over multi-year monitoring for use in the final design. Designed beach nourishment in 3D modeling software and developed construction documents and performed construction observations (2011 and 2018 projects).

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

Isle of Palms (SC) Beach Restoration Project – Engineering Designer. 3D modeling of the beach and offshore zone, including inlet shoals. Assisted in the development of monitoring baselines as well as collection and analysis of beach profile data and provided onsite construction management (2008 and 2018 projects).

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

- Baseline control, beach and inshore surveys via state-of-the-art Trimble® R10 GNSS RTK-GPS
- Fully outfitted, 24-foot shallow draft, survey vessel for controlled bathymetric surveys in the ocean and surf zone using an Applanix™ POS MV SurfMaster inertial motion and positioning unit linked to an Odom EcoTrac CV100 survey depth sounder
- Proprietary coring system for borrow area investigations. CSE's system has been used to collect hundreds of cores up to 15 ft long in water depths up to 70 ft
- Sediment testing laboratory for sand compatibility studies. Samples are processed at 0.25 phi intervals for better precision (versus 0.5 phi typical for most labs)
- Full complement of tide, current, wave, and turbidity measurement systems for in-situ time-series recording or ship-borne synoptic measurements
- Certified scuba-diving services for bottom surveys and equipment deployment including diver-to-diver-to-surface communication
- CADD services using AutoCAD® Civil 3-D which facilitates the integration of digital and aerial orthophotos, LIDAR imaging and ground truth, and survey data
- ARC-GIS and Global Mapper services for developing maps of spatial data
- Custom software for coastal engineering applications including CSE's Beach Profile Analysis System (BPAS) for data reduction, QA/QC, graphic plotting, volumetric change analyses, preparation of beach fill templates, and data archiving
- In-house computer programming capabilities using MATLAB®, Java™, and Visual Basic for developing specialized software such as CSE's core-logging program
- Numerical modeling capabilities and demonstrated experience using USACE-approved models including ADCIRC, STWAVE, GENESIS, GenCade, S-BEACH, and Delft3D
- Limited environmental sampling and analysis capabilities
- Licensed UAV operator with programmable drones for conducting high-resolution topographic mapping and orthorectification using Pix-4D software

5.0 ENGINEERING COST ESTIMATES FOR EACH PROJECT SCENARIO *[Effective through 31 Dec 2023]*

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

Personnel	Title	Category Rate
	Senior Principal	165.00
	Project Engineer (Sr Coastal Engineer)	140.00
	Coastal Engineer/Scientist II	110.00
	Engineer / Scientist I	100.00
	Senior Technical Associate	90.00
	Technical Staff (CAD)	85.00
	Support Staff (Editorial/Admin)	75.00
	Field/Technical Assistants	70.00

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

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

Billing Schedule

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

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

6.0 PROPOSED BUDGET

CSE's proposed budget is given in Table 2 by task. Personnel fees will be billed over the duration of the agreement at the fee schedule listed on the previous page. The estimated \$119,000 allowance for the three sub-consultants is listed under Direct Expenses for the Engineering & Permitting services.

TABLE 2. An estimate of fees, direct expenses, and allowance for sub-consultant services for Avon Phase 2 study.

Task #	Task	Personnel (\$)	Direct Expenses (\$)	Task Subtotals
Engineering & Permitting				
1	Project planning, communication, Liaison	40,880	9,984	50,864
2	Fieldwork – Beach surveys & corings, etc.	95,240	44,907	140,147
3	Coastal engineering and plan development	100,800	6,290	107,090
4	Permitting and environmental studies	123,320	17,826	141,146
Allowances for Subcontractors				
	Allowance for Athena for Offshore Coring (see Task 2.2)	—	32,000	32,000
	Allowance for Geophysical and Cultural Study (see Task 2.3)	—	50,000	50,000
	Allowance for CZR Incorporated (see Task 4)	—	37,000	37,000
Subtotal Engineering & Permitting Services		\$360,240	\$198,007	\$558,247
Final Design & Bidding				
5	Final plans and specifications	59,160	4,818	63,978
6	Bidding and negotiation	29,640	5,702	35,342
Subtotal Final Design & Bidding Services		\$88,800	\$10,520	\$99,320
Construction Administration				
7	Construction observation and administration	136,400	72,870	209,270
8	Final Survey & Report	65,160	19,078	84,238
Subtotal Construction Administration Services		\$201,560	\$91,948	\$293,508
Subtotals for Tasks 1-8 Services		\$650,60	\$300,475	\$951,075
Contingency				
9	Contingency (4% of Subtotals for Tasks 1-8)			\$33,283
TOTAL PROFESSIONAL FEES, REIMBURSABLES, ALLOWANCES, AND CONTINGENCY				\$984,358

REFERENCES

- CSE. 2013. Shoreline erosion assessment and plan for beach restoration, Rodanthe and Buxton areas, Dare County, North Carolina. Feasibility Report for Dare County Board of Commissioners, Manteo, NC. CSE, Columbia, SC, 159 pp with synopsis plus appendices.
- CSE. 2019. Proposal of Amendment #2 to Agreement for Professional Services – Maintenance and FEMA Sand Restoration Project Following the 2017-2018 Beach Restoration at Buxton. Report for County of Dare, NC; CSE, Columbia, SC, 41 pp.
- CSE. 2020. Phase 1 Feasibility Report – Shoreline Erosion Assessment and Alternatives for the Avon Beach Restoration. Report for County of Dare, NC; CSE, Columbia, SC, 103 pp plus appendices.
- Dean, RG. 2002. *Beach Nourishment: Theory and Practice*. World Scientific, NJ, 399 pp.
- NRC. 1995. Beach Nourishment and Protection. Committee on Beach Nourishment and Protection, Marine Board, Commission on Engineering and Technical Systems, National Research Council; National Academy Press, National Academy of Sciences, Washington, DC, 334 pp.

County of Dare, North Carolina
Capital Project Ordinance

for
Beach Nourishment Avon Project

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

Section 1 The project is the 2022 Avon beach nourishment project.

Section 2 The following budget shall be conducted within the Capital Projects Fund (#61). The project number is 60350 for Avon beach nourishment, and 98729 for the related Series 2021B Limited Obligation Bonds.

Section 3 The following amounts are appropriated for the project:

Permitting, design, and CA, CSE contract	615580-737105-98350	\$984,358
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Section 4 The following revenues are anticipated to be available to complete the project:

Debt proceeds-S2021B LOBs	633090-470200-98729	\$984,358
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Section 5 The Finance Officer is directed to report the financial status of the project as a part of the normal financial reporting process currently in place.

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

Adopted this 19th day of January 2021.

Chairman, Board of Commissioners

[SEAL]

Clerk to the Board of Commissioners



Fiscal Year 2021 Mid-year Budget Revisions

Description

Please see the attached Item Summary

Board Action Requested

Adopt the budget amendment for the Capital Investment Fund and adopt the budget amendment for operating budget changes for the general, C&D, Sanitation, Water, Insurance, and Fleet Maintenance Funds.

Item Presenter

David Clawson, Finance Director

Item Summary: FY2021 Mid-year Budget Revisions

1/19/2021

Capital - Capital Investment Fund

- Add \$1,671,162 of financed vehicles & equipment for General Fund (see attached Capital Outlay list).
 - Do financing as we always do – close in February with 1 quarterly payment before the end of this fiscal year.
- Add \$63,195 of paygo/cash capital outlay for General Fund (see attached Capital Outlay list).
- Increase Dare County Schools local capital outlay by \$300,000 (from \$150,000 to \$450,000).
- Increase the current year transfer from the General Fund by \$586,417 (see “Operating” below).
- Do not change any CIP items – requests for the next capital improvements plan are due 1/31.
- For FY2022 in the CIF model we increased estimates for capital outlay and CIP back to a “normal” year.

We are able to recommend the above as the land transfer tax has increased by 95.23% fiscal year to date through December over the same period of the prior year. To be conservative, the model uses revenue for the remainder of the year at a decrease from the prior year (for January through June).

CIF model coverages significantly improved from those at budget adoption even with all of the above, and are:

<u>Now</u>		<u>At FY21 Budget Adoption</u>
2021	0.67 times	0.32 times
2022	0.69 times	0.50 times
2023	0.87 times	0.50 times
2024	1.07 times	0.57 times
2025	1.28 times	0.60 times

Operating – General Fund

Revenues

Budget increases from new projections for sales taxes and occupancy tax (with conservative projections for the remainder of the year) are:

- A39 sales tax +\$1,057,702
- A42 sales tax +\$218,813
- A40 sales tax +\$95,288
- Occupancy tax +\$1,663,903
- *Of the above amounts, \$936,417 is one-time revenue from growth increases because they will very likely not be repeated - see Day Care & Transfer to CIF below for one-time uses.*

Budget the unused balance of \$221,467 (after expenditure increases below) to decrease appropriated fund balance which was increased with the original budget.

Budget the \$778,544 grant awarded for General Fund economic relief by the North Carolina Office of Resiliency and Recovery grant and decrease appropriated fund balance by the same.

Expenditure Increases

- \$842,352 for a 2.0% COLA (do just like merit – pay once in full and then increase salary as of 7/1).
- \$525,470 to re-establish the merit pool at 1.25% of salaries.
- \$437,250 for a one-time COVID-19 response bonus pool (\$375,000 of bonus plus fringes).

- \$50,000 to Facilities Maintenance for HVAC (Admin Building & Justice Center) items requested as capital outlay that should have been repairs & maintenance, were not funded in the budget.
- \$21,750 for new operating costs for Animal Shelter 3/15 through 6/30.
- From the one-time revenue (above) of \$936,417:
 - Use \$350,000 for the day care program approved on Jan 4, and
 - Use \$586,417 to increase the transfer to the Capital Investment Fund, which was decreased with the original budget.

Other Funds

For the C&D, Sanitation, Water, Insurance, and Fleet Maintenance Funds, revise the budget for the COLA, the merit and the COVID-19 bonus at the same percentages.

Board Action Requested is to adopt the budget amendment for the Capital Investments Fund and to adopt the budget amendment for operating budget changes for the General, C&D, Sanitation, Water, Insurance, and Fleet Maintenance Funds.

1/19 Budget Changes

	FY 2021 Budget			
	<u>FY2020 Budget</u>	<u>Current Budget</u>	<u>1/19 Change</u>	<u>Revised Budget</u>
General Fund				
Revenues				
Ad valorem taxes		\$ 64,549,288		\$ 64,549,288
Other Taxes		20,417,143	3,035,706	23,452,849
Unrestricted Intergovernmental		1,065,250		1,065,250
Restricted Intergovernmental		960,867		960,867
Restricted Intergovernmental - DSS		3,602,907		3,602,907
Restricted Intergovernmental - Health		1,010,196		1,010,196
Permits & Fees		2,379,917		2,379,917
Sales & Services		9,136,694		9,136,694
Interest		208,500		208,500
Other Taxes		626,145		626,145
Other financing sources		810,000	778,544	1,588,544
Appropriated fund balance		3,502,759	(1,000,011)	2,502,748
	<u>\$ 109,886,716</u>	<u>\$ 108,269,666</u>	<u>\$ 2,814,239</u>	<u>\$ 111,083,905</u>
Expenditures				
	<u>\$ 109,886,716</u>	<u>\$ 108,269,666</u>	<u>\$ 2,814,239</u>	<u>\$ 111,083,905</u>
		\$ (1,617,050)		\$ 1,197,189
		-1.47%		1.09%
Capital Investment Fund				
Revenues				
Transfer from General Fund	\$ 10,426,273	\$ 8,478,978	\$ 586,417	\$ 9,065,395
Debt proceeds	1,497,384	-	1,671,162	1,671,162
Other Taxes	9,143,778	7,844,261		7,844,261
Restricted Intergovernmental	300,000	350,000		350,000
Appropriated fund balance	93,077	92,656		92,656
	<u>\$ 21,460,512</u>	<u>\$ 16,765,895</u>	<u>\$ 2,257,579</u>	<u>\$ 19,023,474</u>
Expenditures				
	<u>21,460,512</u>	<u>\$ 16,765,895</u>	<u>\$ 2,257,579</u>	<u>\$ 19,023,474</u>
		(4,694,617)		(2,437,038)
		-21.88%		-11.36%

Dare County Budget Amendment
FY 2021 Mid-year Budget Revisions - Operating

FY 2020-2021

<u>Type</u>	<u>Account</u>	<u>Org</u>	<u>Object</u>	<u>Increase</u>	<u>Decrease</u>	
General Fund (10)						
Revenue	Article 39 sales tax	103015	405001	\$ 1,057,702		
Revenue	Article 42 sales tax	103015	405002	\$ 218,813		
Revenue	Article 40 sales tax	103015	405003	\$ 95,288		
Revenue	Occupancy tax	103015	405100	\$ 1,663,903		
Revenue	Appropriated fund balance	103090	499900		\$ 203,166	Reduces AFB to \$2,849,593
Expenditure	COLA at 2.00%	104490	501000	\$ 842,352		Includes fringes
Expenditure	Merit pool at 1.25%	104490	501050	\$ 526,470		Includes fringes
Expenditure	COVID 1x bonus pool	104490	501025	\$ 437,250		Includes fringes. Pay = \$375,000
Expenditure	COLA, Merit, & Bonus to DCAA allotment	104785	559004	\$ 18,301		Includes fringes
Expenditure	Facilities maintenance R&M buildings	104470	511502	\$ 50,000		HVAC work Admin & Justice Center
Expenditure	Animal Shelter operating costs	104550	513400	\$ 21,750		New facility costs for 4 months
Expenditure	Day Care relief program	104611	583800	\$ 350,000		BOC approved 1/4
Expenditure	Transfer to Capital Investment Fund	104925	591100	\$ 586,417		Increase to \$9,065,395
Revenue	Transfer from NCORR Grant Fund	103090	491500	\$ 778,544		NCORR grant for General Fund relief
Revenue	Appropriated fund balance	103090	499900		\$ 778,544	Reduces AFB to \$2,072,049
C&D Landfill Fund (20)						
Revenue	Tipping fees	203730	430050	\$ 14,006		
Expenditure	COLA at 2.0%	204730	501000	\$ 6,608		
Expenditure	Merit pool at 1.25%	204730	501050	\$ 4,130		
Expenditure	Bonus pool at 1.0%	204730	501025	\$ 3,268		
Sanitation Fund (24)						
Revenue	Landfill tipping fees	243720	430070	\$ 33,242		
Expenditure	COLA at 2.0%	244720	501000	\$ 15,683		
Expenditure	Merit pool at 1.25%	244720	501050	\$ 9,802		
Expenditure	Bonus pool at 1.0%	244720	501025	\$ 7,757		
Water Fund (36)						
Expenditure	Reserve	364815	539500		\$ 151,279	
Expenditure	COLA at 2.0%	364817	501000	\$ 71,371		
Expenditure	Merit pool at 1.25%	364817	501050	\$ 44,607		
Expenditure	Bonus pool at 1.0%	364817	501025	\$ 35,301		
Insurance Fund (45)						
Expenditure	Misc	454880	505700		\$ 3,809	
Expenditure	COLA at 2.0%	454881	501000	\$ 1,797		
Expenditure	Merit pool at 1.25%	454881	501050	\$ 1,123		
Expenditure	Bonus pool at 1.0%	454881	501025	\$ 889		
Fleet Maintenance Fund (46)						
Revenue	Appropriated fund balance	463885	499900	\$ 33,371		Available fund bal = \$120,950
Expenditure	Travel	464885	525100		\$ 2,500	
Expenditure	Training	464885	525000		\$ 500	
Expenditure	Fuel	464885	513100		\$ 1,500	
Expenditure	COLA at 2.0%	464885	501000	\$ 17,867		
Expenditure	Merit pool at 1.25%	464885	501050	\$ 11,167		
Expenditure	Bonus pool at 1.0%	464885	501025	\$ 8,837		

Approved by:

Board of Commissioners: _____ Date: _____

County Manager: _____ Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____

Dare County Budget Amendment
 FY 2021 Mid-year Budget Revisions - Capital

FY 2020-2021

<u>Type</u>	<u>Account</u>		<u>Org</u>	<u>Object</u>	<u>Increase</u>	<u>Decrease</u>
Capital Investment Fund (11)						
Revenue	Transfer from General Fund		113090	491000	\$ 586,417	
Revenue	Lease purchase proceeds		113090	470100	\$ 1,671,162	
Expenditure	Capital outlay - financed	Information technology	114445	537400	\$ 42,000	
Expenditure	Capital outlay - financed	Facilities maintenance	114470	537400	\$ 45,850	
Expenditure	Capital outlay - financed	Grounds maintenance	114472	537400	\$ 105,000	
Expenditure	Capital outlay - financed	Sheriff	114510	537400	\$ 390,000	
Expenditure	Capital outlay - financed	EMS	114531	537400	\$ 883,312	
Expenditure	Capital outlay - financed	HEMS	114535	537400	\$ 45,000	
Expenditure	Capital outlay - financed	Health	114600	537400	\$ 25,000	
Expenditure	Capital outlay - financed	Social services	114610	537400	\$ 110,000	
Expenditure	Capital outlay - financed	Mosquito control	114750	537400	\$ 25,000	
Expenditure	Capital outlay - paygo	Facilities maintenance	114470	537450	\$ 10,376	
Expenditure	Capital outlay - paygo	Parks & recreation	114640	537450	\$ 47,642	
Expenditure	Capital outlay - paygo	Libraries	114645	537450	\$ 5,177	
Expenditure	DC Schools local capital outlay (9842 DC Schools		114675	737438	\$ 300,000	
Expenditure	Debt service for FY21 financing		114495	548100	\$ 145,887	
Expenditure	Reserved for CIF Plan		114490	555009	\$ 77,335	

Approved by:

Board of Commissioners: _____ Date: _____

County Manager: _____ Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____

Dare County
 Capital Outlay
 Fiscal Year 2021

12/22/2020

paygo
financed

Department	Org	Object	Project	2021 Requested	2021 Revised Requested	2021 Manager	2021 Revisit	Description
General Fund								
Information technology	114445	537400		\$ 42,000	\$ 42,000	\$ -	\$ 42,000	Vehicle-explorer or tahoe
Facilities maintenance	114470	537450		45,850	45,850	-	45,850	Trailer mounted high pressure jetting unit
Facilities maintenance	114470	537450		10,376	10,376	-	10,376	Vehicle tax office carpet replacement
Grounds maintenance	114472	537400		51,000	51,000	-	51,000	Vehicle-ford f350 4x4 shortbed truck
Grounds maintenance	114472	537400		30,000	-	-	30,000	Vehicle-ford sprinter van
Grounds maintenance	114472	537450		12,000	-	-	12,000	Mower
Grounds maintenance	114472	537450		12,000	-	-	12,000	Topdresser
Sheriff	114510	537400		390,000	390,000	-	390,000	Vehicles-patrol cars (12)
EMS	114531	537400		724,815	779,300	-	779,300	Vehicles-4x4 ambulances (3) at FY2020 level
EMS	114531	537400		104,012	-	-	104,012	Vehicles-support vehicles (2)
EM helicopter	114535	537450		45,000	-	-	45,000	Night vision goggles (3)
Health	114600	537400		25,000	25,000	-	25,000	Vehicle-jeep cherokee latitude
Social services	114610	537400		88,660	-	-	88,660	Vehicles-ford fusion (5)
Social services	114610	537400		21,340	-	-	21,340	Vehicle-dodge caravan
Parks & recreation	114640	537450		47,642	47,642	-	47,642	Fessenden center playground equipment
Libraries	114645	537450		5,177	-	-	5,177	Kingsley outdoor book return
Mosquito control	114750	537400		25,000	-	-	25,000	Vehicle-ford f150 regular cab 4x4 truck
Totals				\$1,679,872	\$1,391,168	\$ -	\$1,734,357	



*Capital Improvements Planning Committee Recommendations
Proposed Plans for EMS Stations*

Description

The Board will receive updates and recommendations for proposed plans for Dare County EMS Stations.

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

Memorandum

To: Mike Talley, Fire Chief, Town of Kitty Hawk
Jennie Collins, Public Safety Director, Dare County

From: Ben Cahoon, AIA
Cahoon and Kasten Architects, PC

Cc: Andy Stewart, Town Manager, Town of Kitty Hawk

Meeting Date: May 24, 2019
Report Date: May 28, 2019

Re: Potential Fire and EMS Station
4902 North Croatan Highway

The purpose of this memorandum is to document a meeting held on May 24th between Kitty Hawk Fire Chief Mike Talley, Dare County Public Safety Director Jennie Collins, and consulting architect Ben Cahoon. The purpose of the meeting was to outline the space needs of the Kitty Hawk Fire Department and of Dare County EMS, should the Town elect to pursue a joint facility.

Crew Sizes: KHFD (4)
DCEMS (4) (3 person ambulance crew and one supervisor)

It was noted that EMS crews range from 100% male to 100% female.

Equipment and Bay Sizes: KHFD (1) 16'x60' bay.
DCEMS (2) 16'x40' bays. (1 ambulance and 1 quick response vehicle or QRV)

DCEMS space requirements in addition to the bays:

Climate-controlled and secure Storage convenient to the ambulance bay.

General Storage for everything from office supplies to training mannequins.

Gear bag Storage (possibly on racks in the bays)

(3) private sleeping cubicles equipped with:

Single bed
Nightstand
Lamp
Receptacles for chargers
(4) lockers per cubicle, one for each shift

(1) Supervisor's Office and Sleeping Quarters equipped with:

Single bed
Nightstand
Lighting
Receptacles for chargers
(4) lockers, one for each shift
Desk and chair
File cabinet
Side chair

(2) Workstations

KHFD space requirements in addition to the bay:

General Storage (small...most storage to remain at main station)

Gear Storage (racks in bays)

(3) private sleeping cubicles equipped with:

- Single bed
- Nightstand
- Lamp
- Receptacles for chargers
- (3) lockers per cubicle, one for each shift

(1) Supervisor's Office and Sleeping Quarters equipped with:

- Single bed
- Nightstand
- Lighting
- Receptacles for chargers
- (3) lockers, one for each shift
- Desk and chair
- File cabinet
- Side chair

(2) Workstations

Shared spaces:

Kitchen and Dining Area equipped with:

- (3) KHFD food cabinets and (1) DCEMS food cabinet
- (2) refrigerators
- Dining table for (8)
- (8) Dining chairs

Training Area (small but separate from Dining, for working with mannequins, etc.)

(4) Bathrooms each with toilet, lavatory, and shower.

Laundry with (1) washer and (1) dryer

Both the KHFD and DCEMS anticipate being able to use the KHPD's Fitness Room.

Chief Talley reiterated that the facility is to be utilitarian, without excess space or level of finish. However, it must be durable (to withstand high and constant fire and EMS activity levels) and must be built for the protection of occupants and equipment in extreme weather.

Director Collins noted that the station would be staffed 24/7 by EMS personnel, while Chief Talley indicated that this station would probably be staffed at the beginning by volunteer firefighters.

Both the KHFD and DCEMS would prefer that vehicles exit the building east, toward the highway, rather than into a parking lot. Both agencies would prefer drive-through bays and would prefer bi-fold doors.
END

Attached with this narrative are the most recent Site Plan, a Police Station Schematic Floor Plan, and a Fire/EMS Schematic Floor Plan. *Please note that the Floor Plans should be considered very schematic at this point. While they are derived from input from the Departments, their primary purposes are to guide the Site Plan and for estimating cost.*

Police Station

This plan shows all of the spaces listed in a spreadsheet (attached) provided by the Department, including a Holding Cell, but excluding a Mechanical Room.

A Garage was added after our last meeting with the Chief Johnson, for storage of impounded property and other purposes.

With the Garage I'm not sure a separate Mechanical Room is necessary. And air handlers could go above the dropped ceiling.

Regarding the Floor Plan:

The File Room is at the south end, convenient to the Receptionist, Detectives, and Patrol.

The Police Chief, CID, the Administrative Lieutenant and the Detectives are on the same hall. Across the hall are Evidence, Patrol and Files.

The Holding Cell is adjacent to the Vestibule and the Garage.

Training/Education is connected to the Lobby, so visiting officers or the public need not come through the building.

Regarding the Site Plan:

In the Secure Parking Area are spaces for five staff autos, three trucks, and three trailers (although only two were requested).

The drive aisle of the Secure Parking Area ties to the Garage.

There is a gate to control access.

There are 22 parking spaces, not including two HC spaces. At least 20 spaces are required for Departmental Meetings.

There is room on the north end of the building for expansion.

Regarding cost:

I have consulted with a local contractor who does a lot of work with pre-engineered buildings, both finished inside and unfinished. I also looked at the contractor's breakdowns for some of our recent projects.

At this preliminary stage, a price range is the most appropriate way to consider costs. Until the buildings are fully designed and the site engineered then there are too many variables to fix a price.

These figures include site development for the Police Station portion (i.e. 2/3rds) of the site.

Low	\$175/SF	\$1,239,700
Med	\$200/SF	\$1,416,800
High	\$225/SF	\$1,593,900

Fire Station

The Floor Plan was developed after consultation with Chief Talley and EMS Director/Chief Jennie Collins. Meeting notes describing the space requirements are attached. Subsequent to those notes a Day Room was requested.

Some features I would like to note are:

Sleeping Rooms are at the rear for maximum privacy. They are also on an exterior wall to allow for windows.

Bathrooms are across the hall from the sleeping rooms, for convenience and privacy. There is one HC Bathroom.

The Training Room is big enough for a number of observers/trainees. The location would allow a larger training event to move into the bay.

There are four food storage cabinets, arranged two over two. And two refrigerators.

There is room for a fair amount of storage in the bays.

Regarding the Site Plan:

All three bays are on the south end.

Traffic control lights are shown on US 158.

There is room for an additional bay, should it ever be needed.

The Fire Bay is located closest to the offices. It could just as easily go to the other end.

There is room on the north end of the building for a future addition.

Regarding cost:

I have consulted with a local contractor who does a lot of work with pre-engineered buildings, both finished inside and unfinished. I also looked at the contractor's breakdowns for some of our recent projects.

At this preliminary stage, a price range is the most appropriate way to consider costs. Until the buildings are fully designed and the site engineered then there are too many variables to fix a price.

These figures include site development for the Fire-EMS Station portion (i.e. 1/3rd) of the site.

Total Floor Area 3,960 SF (Finished space = 1,720 SF)		Low	Medium	High		
SF	\$ 125.00	\$ 150.00	\$ 175.00	200	225	250
Total	\$495,000.00	\$594,000.00	\$693,000.00	792K	891K	990K
Fire Share	\$219,000.00	\$262,800.00	\$306,600.00	Based on 1,144 SF of exclusive use, and half of 1,216 SF of sha		
EMS Share	\$276,000.00	\$331,200.00	\$386,400.00	Based on 1,600 SF of exclusive use, and half of 1,216 SF of sha		
<i>Numbers are subject to revision through July 26.</i>				441K 496K 552K		

I look forward to presenting this in more detail and answering questions at the August 5th Commissioner's Meeting.



Robert Outten <outten@darenc.com>

Kitty Hawk fire station

1 message

David Clawson <davec@darenc.com>
To: Bobby Outten <outten@darenc.com>

Mon, Jan 11, 2021 at 8:42 AM

bobby
from Tim Oakley:

The square footage cost for a fire station in your wind zone plus site work will certainly be north of \$200/ foot.

Your ballpark number of \$1,000,000 is certainly more realistic. I would budget \$1,250,000.

Tim

Tim Oakley, AIA
Oakley Collier Architects, PA

--

David Clawson, CPA
Deputy County Manager/Finance Director
Dare County Finance
P.O. Box 1000, Manteo, NC 27954
(252) 475-5731 office
(252) 305-5860 mobile
(252) 475-5818 fax
www.darenc.com

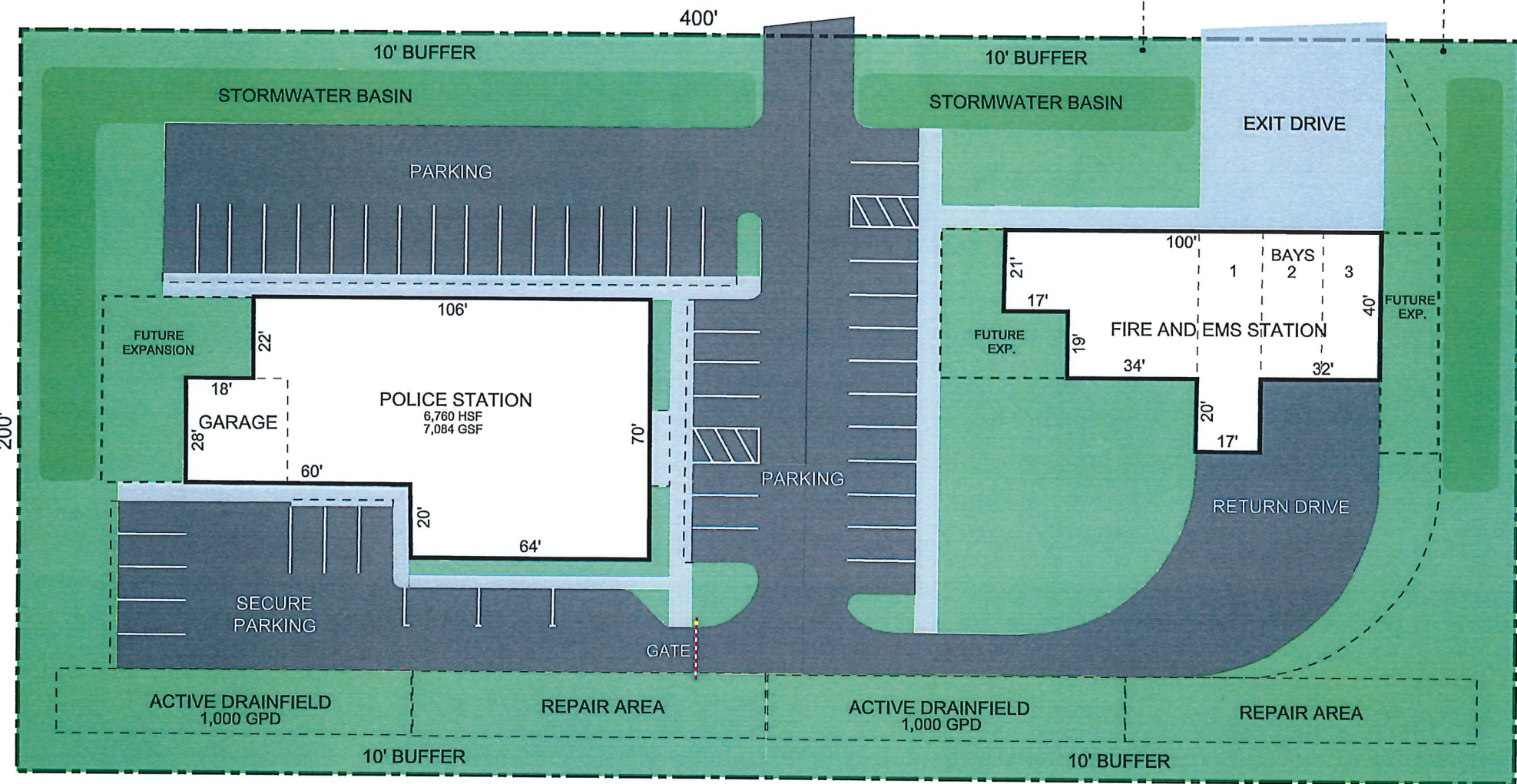


Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

Total Floor Area 3,960 SF (Finished space = 1,720 SF)				
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Total	\$495,000.00	\$594,000.00	\$693,000.00	
Fire Share	\$219,000.00	\$262,800.00	\$306,600.00	Based on 1,144 SF of exclusive use, and half of 1,216 SF of shared space.
EMS Share	\$276,000.00	\$331,200.00	\$386,400.00	Based on 1,600 SF of exclusive use, and half of 1,216 SF of shared space.
<i>Numbers are subject to revision through July 26.</i>				

US 158

TRAFFIC CONTROL LIGHTS

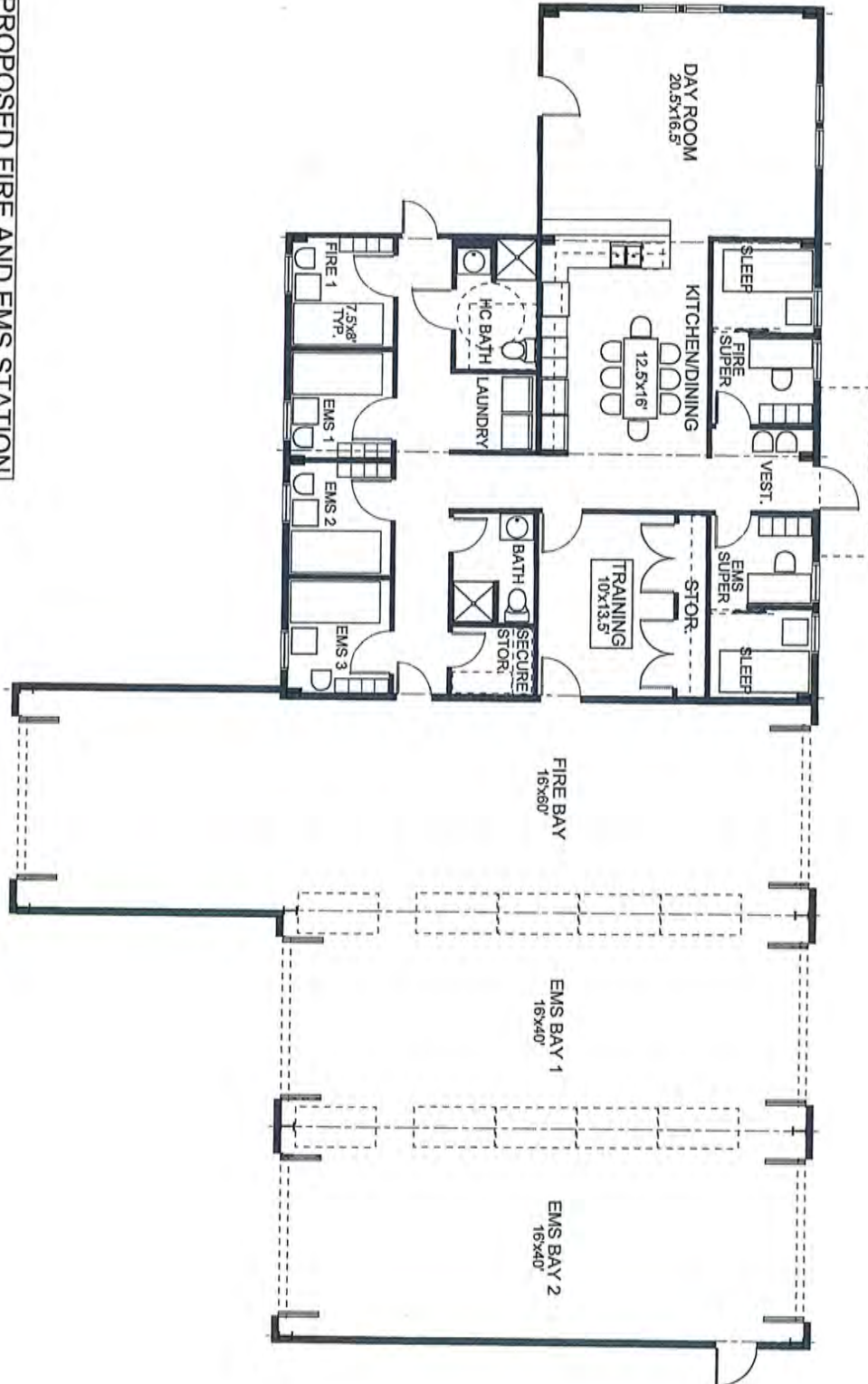


PROPOSED POLICE, FIRE, AND EMS STATIONS

TOWN OF KITTY HAWK
AUGUST 5, 2019 1" = 40'

PROPOSED FIRE AND EMS STATION
TOWN OF KITTY HAWK
 AUGUST 5, 2019

1/8" = 1'-0"



KDH EMS Rough Cost Analysis

Land Cost Estimates

Appraised value	\$2,285,000
FFE deduct	(140,000)
	\$2,145,000
Donation deduct 25%	(536,000)
	\$1,609,000
50/50 split KDH	(804,500)
Dare Share Land	\$ 804,500

Construction Cost Estimates

<u>15,000 sq ft@</u>	<u>\$200/sq ft</u>	<u>\$225/sq ft</u>	<u>\$250/sq ft</u>
	\$3,000,000	\$3,375,000	\$3,750,000

Total Cost Estimates

Land	\$ 804,500	\$ 804,500	\$ 804,500
TOTAL	\$3,804,500	\$4,179,500	\$4,554,500



Description	Source	Request Status	Notes	2021	2022	2023	2024	2025	Totals
Pay As You Go (PAYGO)									
Dare County Schools Paygo									
DCS local capital outlay	Dare County Schools	Approved prior CIP	Reduced 2021 & 2022	\$ 150,000	\$ 375,000	\$ 525,000	\$ 575,000	\$ 600,000	\$ 2,225,000
				\$ 450,000	\$ 562,500				\$ 2,650,000
DCS capital Improvements plan	Dare County Schools	Approved prior CIP	Reduced 2021 & 2022	\$ 145,000	\$ 1,200,000	\$ 1,650,000	\$ 2,000,000	\$ 1,750,000	\$ 6,745,000
					\$ 2,450,000				\$ 6,595,000
Dare County PAYGO									
Capital outlay for General Fund	Dare County		Reduced 2021 & 2022	\$ 22,000	\$ 250,000	\$ 315,000	\$ 324,450	\$ 334,184	\$ 1,245,634
				\$ 85,195	\$ 350,000				\$ 1,408,829
Capital Improvements plan									
13 Transfer station	Rubble Transfer	New Request		\$ 196,632					\$ 196,632
17 Sewer lift station at COA	Facilities Maintenance	New Request		\$ 60,650					\$ 60,650
5 Public works facility study	CIPC	Approved prior CIP	Moved back 1 year		\$ 50,000				\$ 50,000
7 SWTS scales upgrade; Buxton scales replaceme	Public Works	Approved prior CIP	Moved back 1 year		\$ 126,000				\$ 126,000
8 Walking floor trailer	Public Works	Approved prior CIP	Moved back 1 year		\$ 90,000				\$ 90,000
20 Courthouse AV upgrades	IT	New Request			\$ 50,000	\$ 50,000			\$ 100,000
9 Road tractor replacement	Public Works	Approved prior CIP	Moved back 1 year			\$ 175,000			\$ 175,000
10 Low boy trailer replacement	Public Works	Approved prior CIP	Moved back 1 year			\$ 73,000			\$ 73,000
24 Voting equipment	Elections	New Request	Originally approved in 2018 CIP. Moved back 2 years		\$ 126,000				\$ 126,000
4 Backhoe loader	Recycling	Approved prior CIP					\$ 106,000		\$ 106,000
11 Excavator	Public Works	Approved prior CIP	Moved back 1 year				\$ 252,000		\$ 252,000
19 Admin server room UPS replacement	IT	New Request	Moved back 1 year				\$ 100,000		\$ 100,000
3 C&D Landfill Cell #6	Public Works	Approved prior CIP						\$ 500,000	\$ 500,000
15 Facilities maintenance backhoe	Facilities Maintenance	New Request					\$ 106,000		\$ 106,000
18 Core networking replacement	IT	New Request	Moved back 1 year				\$ 500,000		\$ 500,000
21 Ventilator replacement	EMS	New Request					\$ 60,000		\$ 60,000
22 IV pump replacement	EMS	New Request					\$ 65,000		\$ 65,000
Total County CIP by Year				\$ 257,282	\$ 316,000	\$ 424,000	\$ 458,000	\$ 1,231,000	\$ 2,686,282
Roof & HVAC Replacement Plans									
Justice Center			Roof replacement			\$ 163,909			\$ 163,909
Nags Head DHHS			Roof replacement				\$ 19,978		\$ 19,978
Dialysis Center			Roof replacement				\$ 30,141		\$ 30,141
Dare Center; Wilkenson Building			HVAC unit replacement	\$ 9,579					\$ 9,579
Dare Center; Fessenden Center			HVAC unit replacement		\$ 13,580				\$ 13,580
Dare Center; RECC/EOC			HVAC unit replacement; control system			\$ 125,570			\$ 125,570
Administration Building; COA Professional Arts			HVAC unit replacement; chiller & boiler				\$ 457,069		\$ 457,069
KDH Library			HVAC unit replacement				\$ 4,637		\$ 4,637
Total Roof & HVAC by Year				\$ 9,579	\$ 13,580	\$ 289,479	\$ 477,047	\$ 34,778	\$ 824,463

Description	Source	Request Status	Notes	2021	2022	2023	2024	2025	Totals
Major Equipment Replacement									
EMS mobile data computers							\$ 206,080		\$ 206,080
EMS Helicopter Major Maintenance Reserve			2020 through 2022 reduced	\$ -	\$ 100,000	\$ 172,441	\$ 254,157	\$ 476,761	\$ 1,003,359
Total PAYGO by year				\$ 583,861	\$ 2,254,580	\$ 3,375,920	\$ 4,088,654	\$ 4,426,723	\$ 14,729,738
Projects Financed Through Debt Issuance				\$ 1,704,838	\$ 2,729,580				\$ 15,825,225
Annual vehicle & equipment financings for General Fund				\$ -	\$ 1,500,000	\$ 1,575,000	\$ 1,655,000	\$ 1,705,000	\$ 6,435,000
Debt Issuance for Project Financing				\$ 1,673,162					\$ 8,106,162
Series 2020B Limited Obligation Bonds	September 2020	\$ 29,705,000	One year interest only						
EMS equipment		\$ 1,500,000	Purchased in FY2020	\$ 1,500,000	\$ 1,498,816				green is revised FY21
College of the Albemarle		\$ 13,129,364	New facility	\$ 13,129,364	\$ 13,120,560				green is revised FY21
Health & Human Services		\$ 5,738,583	New construction & renovation	\$ 5,738,583	\$ 5,738,583				green is revised FY21
Animal Shelter		\$ 6,596,987	New facility	\$ 6,596,987	\$ 6,595,987				green is revised FY21
Manteo & Buxton properties		\$ 1,102,002	Closed in FY2020	\$ 1,102,002	\$ 1,101,002				green is revised FY21
Manteo High School roof replacement		\$ 1,000,000	From requested CIP project	\$ 1,000,000	\$ 1,002,600				green is revised FY21
Costs of issuance & additional proceeds		\$ 638,064		\$ 638,064	\$ 475,204				green is revised FY21
Series 2023 Limited Obligation Bonds	Spring 2023	\$ 16,345,000	Delayed one year						
EMS Facilities			New construction & renovations			\$ 15,975,000			
Costs of issuance & additional proceeds						\$ 370,000			
Series 2025 Limited Obligation Bonds	Spring 2025	\$ 21,075,000	Delayed one year						
Public Works facility			New construction				\$ 20,600,000		
Costs of issuance & additional proceeds							\$ 475,000		
				\$ 29,705,000		\$ 16,345,000		\$ 21,075,000	
				\$ 32,552,162					
Total debt issued by year				\$ 29,705,000	\$ 1,500,000	\$ 17,920,000	\$ 1,655,000	\$ 22,780,000	\$ 73,560,000
				\$ 34,223,324					
Total Capital Investment Fund plan by year				\$ 30,288,861	\$ 3,754,580	\$ 21,295,920	\$ 5,743,654	\$ 27,206,723	\$ 94,724,738
				\$ 35,427,662	\$ 4,229,580				

new total

Coverage target is 0.50 times with a minimum target of 0.33 times

Capital Investment Fund metrics	2021	2022	2023	2024	2025
Annual debt service	\$ 15,760,561	\$ 13,591,324	\$ 14,633,299	\$ 13,896,197	\$ 13,968,788
Ending fund balance	\$ 5,032,246	\$ 6,770,889	\$ 7,335,833	\$ 7,876,047	\$ 8,396,804
Coverage - fund balance as a % of debt service	0.32	0.50	0.50	0.57	0.60

Capital Investment Fund metrics	2021	2022	2023	2024	2025
Annual debt service	\$ 15,335,260	\$ 15,701,315	\$ 14,877,816	\$ 13,995,768	\$ 13,623,633
Ending fund balance	\$ 10,246,747	\$ 10,895,775	\$ 12,900,177	\$ 15,078,475	\$ 17,489,874
Coverage - fund balance as a % of debt service	0.67	0.69	0.87	1.07	1.28



Consent Agenda

Description

1. Approval of Minutes - January 4, 2021
2. Buxton Maintenance/Storm Damage Repair Grant
3. Tax Collector's Report
4. LeaseQuery 3-year Software Subscription Agreement
5. Authorization to Present Service Weapon to Retiring Deputy Sheriff

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, which follow this page.

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., January 4, 2021

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

Commissioners absent: Jim Tobin Others absent: Dave Clawson, Finance Director

Also present: County Manager/Attorney, Robert L. Outten
Master Public Information Officer, Dorothy Hester
Clerk to the Board, Cheryl C. Anby

A full and complete account of the Board of Commissioners meeting is archived on a video, which is available for viewing on the Dare County website www.darenc.com.

At 9:03 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. The prayer offered by Rev. Thomas Wilson was shared by the Chairman and then he led the Pledge of Allegiance to the flag.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

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

- Chairman Woodard celebrated the many life achievements of former Senator Marc Basnight, who had passed away one week ago. The Outer Banks Democrat had served a record eighteen years as Senate Leader and a total of twenty-six years. With a reputation for ferociousness in defending his causes, he was the longest serving head of a legislative body in North Carolina history. He loved his constituents and was always approachable. He had once stated he “never wanted to be a leader” and challenged people to think big. In a statewide referendum, he passed a \$3.1 Billion higher education package in 2000. He had entered politics because of isolation and wanted to change that for the Outer Banks. He specialized in helping the “little man” and people without political connections, whose needs he believed were ignored in Raleigh. The people of Dare County would always remember Marc Basnight as a highly respected and a true native son of Dare.

ITEM 2 – PUBLIC COMMENTS

At 9:20 a.m. the Manager opened the floor for public comments via email to dcboc@darenc.com. The Board received twenty-six email comments which concerned vandalism in several Avon hunting blinds. The County Manager closed Public Comments at 9:22 a.m.

ITEM 3 – PRESENTATION OF COUNTY SERVICE PINS- January 2021

Service pins were awarded to Phillip Merrill (10 year), Paula Rodriguez (10 year), Crystal Ambrose (15 year) and Jessica Davenport (15 year). The County Manager presented the segment while a photograph of each employee was displayed.

Note: Agenda Items 4 and 5 were quasi-judicial proceedings. Before these items were considered by the Board, each applicant, along with the Planning Director and any others who might offer testimony, were duly sworn by the Clerk to the Board.

ITEM 4 – OUTER BANKS DARE CHALLENGE GROUP DEVELOPMENT CONDITIONAL USE PERMIT

Donna Creef, Planning Director, explained the Outer Banks Dare Challenge building was proposed to be incorporated into the project with four new structures which would include a multi-purpose building, two dormitories that could house a total of thirty-two residents and another structure for staff. Parking improvements would also be made for the multipurpose facility. Since the buildings would be built in phases, based upon funding, the approval of the conditional use permit would be five years.

The County Manager asked Doug Henriott and David Deel, on behalf of Outer Banks Dare Challenge, if they agreed to the admission into evidence of the material submitted by the Planning Director, and the presentation of the file in the Planning Department, the facts presented by the Planner, and the terms and conditions outlined in the CUP. Mr. Henriott indicated his agreement.

MOTION

Vice Chairman Overman and Commissioner Bateman motioned to approve the site plan and draft conditional use permit for the Outer Banks Dare Challenge Group as recommended by the Planning Board.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 5 – RODANTHE SUNSET RESORT – CONDITIONAL USE PERMIT

Donna Creef presented this item and gave an overview of the submitted revised site plan and conditional use permit amendment for the property of Jeff Fabricant and John Harris, known as the Rodanthe Sunset Resort located at 24280 NC 12. The County had approved a conditional use permit in 2008 for a project on the parcel, which had expired. The revised conditional use request would eliminate two commercial structures and transition to all residential structures. There would still be eight multi-family units in one structure. The two single-family structures would have ten bedrooms each with a gross floor area of 8,924 square feet now being proposed.

Chairman Woodard advised he needed to recuse himself from voting on this item, as the applicants were his clients.

Commissioner Couch motioned to recuse Chairman Woodard.

Commissioner House seconded the motion.

VOTE: AYES unanimous

After voting on the recusal motion, Chairman Woodard exited the room and did not reenter until the agenda item was completed. Vice-Chairman Overman led the Board. The Board had no additional questions for the Director or Mike Robinson, the project engineer and representative for the applicants.

Mr. Outten asked Mr. Robinson, on behalf of the applicants, if he agreed to the admission into evidence of the material submitted by the Planning Director, which was on file in the Planning Department, the facts presented by the Planner and the terms and conditions outlined in the CUP. Mr. Robinson, on behalf of the applicants, indicated his agreement.

MOTION

Commissioner Couch motioned to approve the site plan and draft conditional use permit for the Rodanthe Sunset Resort as recommended by the Planning Board.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 6 – AMENDMENT TO THE CAPITAL PROJECT ORDINANCE FOR DHHS AND ANIMAL SHELTER PROJECTS (Att. #1)

Mr. Outten presented a summary of the change orders for both the Animal Shelter and Department of Health and Human Services projects. He explained, as authorized, he had already executed all change orders less than \$25,000.

MOTION

Commissioner House motioned to adopt the amendment to the Capital Project Ordinance and authorize the County Manager to execute Change Order #PC06 to the AR Chesson Construction contract for the DHHS project.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 7 – THE COLLEGE OF THE ALBEMARLE LEASE WITH COUNTY OF DARE

The County Manager introduced this item and gave an overview of the thirty-year lease to the Board. This was one of two leases to be approved. The presented lease was for the new building and the other would be on the Twiford location. The County Manager advised in his review of the lease the term was not clearly noted as thirty years and he would have the term clarified before having it signed. He also explained the lease would not begin until the issuance of the certificate of occupancy for the new campus.

MOTION

Vice-Chairman Overman motioned to approve and execute the lease with The College of the Albemarle with the lease term clarified.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 8 – EARLY CHILDHOOD EDUCATION AND CHILDCARE ASSISTANCE GRANT (Att. #2)

County Manager explained he had been meeting with Chuck Lycett, Commissioners Overman, Ross, Couch and members of the Children & Youth Partnership for several months to discuss the growing problems of daycare. Some issues included the higher demand for daycare than availability, the impact on the various centers due to COVID and whether some facilities could remain open due to vacancies post COVID. Chuck Lycett presented additional

overview details to the Board. The proposal would provide a grant from Dare County to licensed childcare facilities and homes which experienced vacancies due to COVID or had to close due to an outbreak. The budgeted amount would be \$350,000 and the suggested guidelines for eligibility would be: \$400 per vacancy for a maximum of \$10,000 per month for facilities; \$100 per vacancy for a maximum of \$600 per month for homes and a one-time grant for closures due to a COVID outbreak, with a maximum of \$5,000 for facilities and \$600 for homes. The monthly grants would be overseen by the DHHS and available for six months or until funds were exhausted. Commissioner Ross concurred in discussion that the assessment of costs and exposure was accurate and the program would be able to assist the facilities through the end of June, with a final payment in July. The Board discussed the proposal and agreed they could consider an extension of the program after July 2021, dependent upon the pandemic and how childcare centers fared in the coming months.

MOTION

Commissioner House motioned to approve the \$350,000.00 proposed grant for distribution to childcare facilities and homes per the provided guidelines.

Commissioners Ross and Bateman seconded the motion.

VOTE: AYES unanimous

Commissioner Ross felt the need was urgent and he suggested flexibility with the first month of reporting in order to process some immediate grant relief to the facilities. After further Board discussion, it was the consensus to include the retroactive vacancy reporting beginning December 1, 2020 to the grant.

AMENDED MOTION

Commissioner House motioned to amend the motion to approve the proposed grant and begin the reporting process with December, 2020 vacancies for childcare licensed providers. Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 9 – CONSENT AGENDA

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

MOTION

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (12.21.20) **(Att. #3)**
- 2) Grants & Waterways – Financial Assistance Award – Oregon Inlet Dredging
- 3) Transportation – NC Association of County Commissioners – Wheelchair Lift Grant

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

ITEM 10 – BOARD APPOINTMENTS

- 1) Tourism Board – Outer Banks Chamber of Commerce

Commissioner Bateman motioned to appoint Bambos Charalambous for the Chamber's seat on the Tourism Board.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

- 2) Upcoming Board Appointments

The upcoming Board appointments for February, March and April 2021 were announced.

ITEM 11 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS

Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety on the Dare County website. Following is a brief summary outline of their comments:

Commissioner Couch

- He reported Hatteras Island was busy with many traditional dining places keeping open. The real estate market may have reached a plateau but was still steady.

Commissioner Bateman

- Reminded everyone to continue wearing masks when social distancing was not possible.
- He thanked Chairman Woodard for his reflections on the life of Marc Basnight and shared one of his own stories about him.

Commissioner Overman

- Congratulated January’s service pin recipients and thanked them for their collective fifty years of service.
- He noted the word “champion” had been used in many remembrances of the life of Senator Marc Basnight and was hopeful another like him would someday serve Eastern North Carolina.

Commissioner House

- He offered his condolences to the Basnight family and remarked everyone who had a relationship with him was always made to feel their concerns mattered.
- Today in history was the birthday of Jane Wyman, actress and first wife of Ronald Regan. Their daughter, Maureen, was born January 4, 1941.

Commissioner Ross

- Echoed the reflection of contributions, humility and statesmanship of Sen. Marc Basnight.
- Reported the new Animal Shelter Project would be turned over to the County in 90 days.
- Advised everyone to visit the NCDHHS site and review the “You have a Spot Take Your Shot”, which identifies the sequence of when residents could register for the COVID vaccinations.
- He reported Gail and Angelo Sonnesso, who worked tirelessly with those who suffered with dementia-related illness through GEM Adult Day Services, had been nominated for the Governor’s Volunteer Service Awards.

MANAGER’S/ATTORNEY’S BUSINESS

County Manager Outten added his condolences to the Basnight family and shared a memory.

Mr. Outten explained the federal mandate for COVID leave expired on December 31, 2020 without extension. In an effort to continue to offer Dare County employees this leave, he suggested extending the leave policies and explained there would be no budget implications for this action. He also noted the leave could only be granted to an employee once.

MOTION

Vice-Chairman Overman motioned to extend the COVID leave policy for County employees. Commissioner House seconded the motion

VOTE: AYES unanimous

Chairman Woodard gave a reminder he would be presenting the State of the County address on January 20, 2021 at 2:00 p.m. in the Board Chamber. The presentation would be made available online, as gathering restrictions prevented the typical public venue.

Dorothy Hester added there would be a method for Q and A after the presentation.

Commissioner House mentioned Stephen Murphy, Director of Division of Marine Fisheries, had retired and Secretary of N.C. Dept. of Environmental Quality, Michael Regan, had been chosen by President-Elect Biden to head up the Environmental Protection Agency. He would keep the Board abreast of who would be filling these two major vacancies.

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

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 10:24 a.m., the Board of Commissioners adjourned until 5:00 p.m., January 19, 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.



Buxton Maintenance/Storm Damage Repair Grant

Description

Dare County is receiving a grant from the North Carolina Department of Environmental Quality (NCDEQ) in the amount of \$1,557,606.74 for the Buxton Maintenance/Storm Damage Repair project. Dare County has to enter into a financial grant agreement with the state to receive the funds. Attached is the DEQ grant application, DEQ award letter and recommended Board of Commissioner Resolution.

Board Action Requested

Approve the attached resolution and allow the County Manager to enter into the grant contract with the state.

Item Presenter

Brent Johnson, Project Manager



**Resolution
Supporting The Buxton Maintenance/Storm
Damage Repair Project**

WHEREAS, Dare County desires to sponsor The Buxton Maintenance/Storm Damage Repair Project, to provide Coastal Storm Damage Mitigation to the Village of Buxton.

THEREFORE, BE IT RESOLVED THAT:

- 1) Dare County requests the State of North Carolina to provide financial assistance to Dare County for The Buxton Maintenance/Storm Damage Repair in the amount of \$ 1,557,606.74.
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions (if on public property);
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

Adopted by the Dare County Board of Commissioners this the 19th day of January, 2021.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



NORTH CAROLINA
Environmental Quality

ROY COOPER

Governor

MICHAEL S. REGAN

Secretary

S. DANIEL SMITH

Director

October 20, 2020

Mr. Brent Johnson
Project Manager
Dare County
P.O. Box 1000
Manteo, NC 27981

Dear Mr. Johnson:

The Division of Water Resources (DWR) of the North Carolina Department of Environmental Quality (NCDEQ) is pleased to announce that \$1,557,606.74 in financial assistance for the Buxton Maintenance/Storm Damage Repair 2021 has been tentatively approved by the State of North Carolina. The award is pending the successful execution of a grant contract between the State and your municipality.

These funds are to be "used for costs associated with beach nourishment, artificial dunes, and other projects to mitigate or remediate coastal storm damage to the ocean beaches and dune systems of the State," (§ 143-215.73M) as submitted Buxton/Maintenance Storm Damage Repair 2021. If a project receives State funds and subsequently receives federal funds as a full reimbursement for the project, the Grantee must return any State funds that have become federally reimbursable to the Office of State Budget and Management within 90 calendar days of the costs becoming federally reimbursable.

The Department of Environmental Quality, Division of Water Resources will be contacting you concerning the grant contract and the administrative requirements for the reimbursement of work completed. Again, we thank you for the application and please contact Kevin Hart at Kevin.Hart@ncdenr.gov if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Hart".

Kevin Hart
Coastal Infrastructure Program Manager

CC: Coley Cordeiro, NC Division of Water Resources
Danny Smith, NC Division of Water Resources





Hurricane Florence Disaster Recovery Fund Storm Damage Mitigation Application FY 2019 - 2020

Coastal

North Carolina Department of Environmental Quality
Division of Water Resources

Contact Coley Cordeiro at Coley.Cordeiro@ncdenr.gov or (919) 707-9013

1. Project Name	<i>Buxton Maintenance/Storm Damage Repair 2021</i>
2a. Primary Contact or Project Manager	
Name <i>Brent Johnson</i>	
Title <i>Project Manager</i>	
Organization Name <i>Dare County</i>	
Organization Tax ID Number <i>56-6000293</i>	
E-mail address brent.johnson@darenc.com	
Mailing Address <i>PO BOX 1000</i>	
City <i>Manteo</i>	State <i>NC</i>
	Zip <i>27981</i>
Telephone <i>2524755628</i>	Fax Number
2b. Execution Address (where contract will be mailed for signature) - Write "same as above" if it is the Primary Contact information in 2a.	
Name <i>Same as above</i>	
Title	
Organization Name	
E-mail Address	
Mailing Address	
City	State
	Zip
Telephone	Fax Number
2c. Payment Address (where invoice payments will be mailed) - Write "same as above" if it is the Primary Contact information in 2a.	
Name <i>Same as above</i>	
Title	
Organization Name	
E-mail Address	
Mailing Address	
City	State
	Zip
Telephone	Fax Number
3. Project Description - Provide a short summary of the project	
<p>The proposed project is to protect NC Highway 12 and replenish sand losses due to chronic erosion, hurricanes, and winter storms after the completion of the 2017-2018 beach nourishment. It encompasses the same 15,500 linear feet of the oceanfront as the 2017-2018 project including ~2.2 miles in the Cape Hatteras National Seashore and ~0.8 miles along the Village of Buxton. It would be implemented using the same construction method (ie offshore dredging) and would be completed within the same construction window (ie during summer months). Beach quality sand will be excavated from an offshore borrow area near Buxton Village via hydraulic or hopper dredge, and up to 1,500,000 cubic yards of sand will be placed along the project area. The average fill density is approximately 97 cubic yards per foot of shoreline, and the beach along the project area will be widened by an average of ~100 feet after natural profile adjustment. The proposed project will also include a dune management plan along the Village of Buxton including dune construction, sand fencing installation, and dune vegetation planting.</p>	



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4. Project Scope – Description of the project scope (i.e. Project limits, quantity of fill, borrow sites, expected design life of project)

Prior to the 2017-2018 beach restoration project, Dare County completed a feasibility study and plan for beach restoration in the Buxton area to protect NC Highway 12 north of the old Cape Hatteras lighthouse site (CSE/CZR 2013). Highway 12 is the main artery for access and emergency vehicles to the communities of Buxton and Hatteras Village, as well as National Park facilities. The narrow isthmus immediately north of Buxton village has breached in the past and remains highly vulnerable to future breaches. Images collected in February 2019 and September 2014 (Fig 1, Attachment B) highlight the encroachment of upland structures like hotels on mobile beach sands at the northern end of Buxton village, and the shoreline offset to the south of the village around three dilapidated groins adjacent to the previous location of Cape Hatteras Lighthouse.

Maintenance of NC 12 has been an issue for decades and remains the subject of intensive study by the NCDOT. Dare County reviewed options for the protection of NC 12, infrastructure, and maintenance of the beach under present Coastal Zone Management (CZM) rules and regulations. Dare County determined that a wider beach was needed in the Buxton area to restore the sand deficit, protect the fore dune and infrastructure, and maintain access via NC 12 in the project area with minimum disruption to the economy and the environment. Construction was completed between 21 June 2017 and 27 February 2018, and approximately 2,600,000 cubic yards of beach quality sand were placed along the 15,500-foot project area.

The 2017-2018 project withstood several major hurricanes (including Hurricane Florence in September 2018 and Hurricane Dorian in September 2019) as well as numerous fall and winter storms after project completion. There was negligible damage to oceanfront properties and NPS infrastructure during these storms; however, nourishment sand has been lost at a higher rate than the historical average. As of summer 2019, approximately 65 percent of nourishment sand migrated to outside of the project area (if measured from the dune to the estimated depth of closure at -24 ft. NAVD), and the project area and the adjacent NC 12 became vulnerable again to future damages (Fig 1, Attachment B).

The proposed project is a combination of the County's scheduled maintenance project and FEMA's beach restoration project to replenish the sand loss due to chronic erosion and hurricanes. It intends to widen the oceanfront beach and continue to provide an erosion buffer to reduce chronic damage to Highway 12 as well as federal, state, county and private infrastructure.

The proposed project will be implemented using the same construction method (ie – offshore dredging) during the same construction window (ie – summer months). It will involve excavation of beach quality sand from an offshore borrow area near Buxton Village via hydraulic or hopper dredge (Fig 2, Attachment B). Borrow sediment will be pumped to the beach and spread by land-based equipment (e.g. bulldozers) in the beach zone between the dune crest or upper dry sand beach, and low water mark. The elevation of the nourishment berm will be set at or below the normal dry beach level so that it is naturally overtopped by waves during minor storms. The nourishment profile will adjust rapidly to prevailing wave conditions, resulting in a gradual shift of sand into deeper water as the profile equilibrates. Backshore areas are expected to be enhanced gradually after construction by natural sand delivery from the widened beach.

The project length will be the same as the 2017-2018 project extending 15,500 linear feet (~2.9 miles) from near Mile Post (MP) #59 to ~4,000 feet south of MP #62 (Fig 2, Attachment B). The northern ~11,000 linear feet (~2.1 miles) of the project will be located within CHNS, and the rest of the project area (~4,500 linear feet) will be located within the Village of Buxton. Maximum nourishment volume will be 1.5 million cubic yards, and the maximum average fill density (volume of nourishment per linear foot of beach) will be ~97 cy/ft., which is equivalent to an average beach width increase of ~100 ft. after natural profile adjustment. The anticipated maximum impact area through the entire construction process for a 2.9-mile-long project is ~120 acres, among which ~70 acres is directly in front of the CHNS area. However, construction will move along the beach so that different smaller portions (eg ~500 linear feet of beach, or <~5 acres) of the ~120 acre impacted area will be affected at different times. The proposed project is expected to create ~10 acres of new dune habitat, and ~23 acres of new dry beach habitat (~15 acres at the CHNS area). The maximum scale is expected to provide approximate 5 years of erosion relief, dune growth, and NC Highway 12 protection under normal conditions. The final project volume will be determined according to state and federal permit conditions, the County's available construction funds, and the bids submitted by contractors.

5. Anticipated / Proposed Project Construction Schedule

Time Period	% of Project Completed in Window *** 0% is OK for any Time Period *** *** Column Should Total 100% ***	Activities (List specific quantifiable outputs or activities that will be achieved during each quarter)
July-Sep 2019	3%	Design Analyses for alternatives and cost estimates, pre application meetings with resource and regulatory agencies, initiate supporting environmental documents
Oct-Dec 2019	2%	Conduct beach/borrow area survey, initiate sand search, analyze and update erosion rates
Jan-Mar 2020	0%	Work on EA
April-June 2020	5%	Complete EA
July-Sep 2020	5%	Submit Permit application
Oct-Dec 2020	5%	Permit Liaison, conduct beach condition survey to facilitate final design, final design, prepare plans and specifications
Jan-Mar 2021	5%	Request for Proposal, Receive permits, Evaluate bids, award contract
April-June 2021	20%	Pre Construction Coordination, begin construction, construction administration
July-Sep 2021	50%	Construction, Post construction survey
Oct-Dec 2021	5%	Final report, close out project and begin project monitoring.



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6. On what date will work begin? <i>"Work" includes administration, design, permitting, etc.</i>		6/1/2019	On what date will work be complete?		12/1/2021
7. Project Location: Important to submit as completely as possible, especially the Lat/Long coordinates					
Project Location <i>Buxton, North Carolina</i>					
County Name <i>Dare County</i>					
Beach/Inlet/Channel/Waterbody Name <i>Buxton</i>					
Position coordinates of project location		Latitude	35.265404		
		Longitude	-75.518465		
Anticipated Total Material Added to the Beach in Cubic Yards <i>1000000</i>					



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8. A description and location of the borrow source for the project.

The proposed borrow area for the renourishment project is adjacent to the 2017-2018 borrow area and within the sand search area delineated in Attachment Figure 2. Sediment quality is expected to closely match the existing beach in terms of grain size distribution and color (Attachment Figures 3&4). Dare County will obtain at least 24 borings to confirm that sediment quality meets or exceeds North Carolina Department of Environment and Natural Resources (NCDENR) standards. Additional cultural resource and geophysical surveys are planned to insure no impacts on culturally significant sites, hard bottom, or other protected resources. The anticipated borrow area will be less than ~350 acres with excavation depths ~8 ft. below the existing substrate. Preliminary studies indicate the borrow area is within an unnamed shoal complex having considerable natural relief. Excavations are not expected to leave deep holes relative to the surrounding topography.

9. The applicant should review the "Application Review" section in the "Coastal Storm Damage Mitigation Guidelines" for more information on considerations for each category. Please provide your answers below for each category:

a

Improves the ecological function of the beach and dune system.

The ecological habitats of the project area including wet and dry beach and dunes. By widening the beach and providing sand source for natural dune growth, the ecological function of the beach and dune system will be improved by the proposed project.

Restores degraded dune habitat.

The proposed project is expected to create ~10 acres of new dune habitat, and ~23 acres of new dry beach habitat (~15 acres at the CHNS area). Dare County plans to plant vegetation on the dune face after nourishment sand is placed. Over time, nourishment sand will feed the dunes and provide expanded dune habitat following project completion.

Restores habitat used by threatened or endangered species.

The proposed project would expand coastal habitat during and after project completion to provide improved nesting opportunities for threatened or endangered sea turtles and expanded nesting or roosting areas for piping plover, other threatened or endangered shorebirds, and other colonial water birds. Turtle nesting in the Cape Hatteras National Seashore has almost tripled after the 2017-2018 nourishment project with only 166 nest in 2018 and 473 nest in 2019. The increase in nest were located in generally in the project area between Buxton and Avon. (seaturtle.org)

Project is designed to avoid significant adverse impacts to threatened and endangered species and fish, shellfish & wildlife resources.

The project is designed to avoid significant adverse impacts to threatened and endangered species and fish, shellfish & wildlife resources by using an unnamed shoal, choosing the borrow area outside of the active littoral zone, limiting the maximum excavation depth in the borrow area, and placing beach compatible sand in the project area. Mitigation measures will be implemented during construction, and the project performance will be monitored after project completion as required by the state and federal permits. The anticipated borrow area will be less than ~350 acres with excavation depths ~8 ft. below the existing substrate. Preliminary studies indicate the borrow area is within an unnamed shoal complex having considerable natural relief. Excavations are not expected to leave deep holes relative to the surrounding topography.

A complete Environmental Assessment (EA) was completed on 15 September 2015 for the nourishment project in 2017-2018. Dare County is in the process of updating the EA and submitting it for approval.

Social Benefits

Protects existing or historic public recreation areas.

Maximum nourishment volume will be 1.5 million cubic yards, and the maximum average fill density (volume of nourishment per linear foot of beach) will be ~97 cy/ft., which is equivalent to an average beach width increase of ~100 ft. after natural profile adjustment. The anticipated maximum impact area through the entire construction process for a 2.9-mile-long project is ~120 acres, among which ~70 acres is directly in front of the Cape Hatteras National Seashore. The proposed project is expected to create ~10 acres of new dune habitat, and ~23 acres of new dry beach habitat (~15 acres at the CHNS area).

Improves the public accessibility to the beach.

By widening the beach and rehabilitating the dune line beach access will be greatly enhanced. The widened beach and new dune system will protect NC12 which increases the public accessibility for the towns of Buxton, Frisco, Hatteras and the beaches along the Cape Hatteras Seashore. The project will occur along 2.2 miles of undeveloped Seashore beach and .8 miles of developed beach at Buxton. The main public access to the undeveloped segment is the Haul Over Day Use Parking area near station 1770+00 (see map). This places public access very close to the northern boundary of the project. The other existing public parking and access within the project area is adjacent to the former site of the Cape Hatteras Lighthouse near the south end of the proposed project. Within the .8 mile area in Buxton, pedestrian access is provided via easements between some private properties. The beach within the entire proposed area is open to be public and accessible at all tides.

Provides or enhances full and complete public access.

The project will allow full and complete public access for the 2.9 mile project area and Buxton and Cape Hatteras but also protects NC12 which is the only road access to 15 additional miles of beach in the Cape Hatteras Seashore.

Economic Benefits



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Protects public property or infrastructure, or historic or culturally significant structures.

NPS Management Polices state that a fundamental purpose of all parks is for enjoyment of park resources and their values by the people of the United States. The policy continues to state that the National Park Service is committed to providing appropriate, high quality opportunities for visitors to national parks. Visitors to the Cape Hatteras National Seashore exceed 2.6 million people annually, where they may access over 50 miles of undeveloped ocean beaches between Bodie Island and Ocracoke, plus long sections of Seashore beaches which front the historic communities of Hatteras Island. Designated parking areas help control ingress and egress over the dunes. At Buxton, the artificial dune protecting NC 12 provides a naturalized buffer between passing vehicles and the beach. In addition, the dunes and wider beach protect the only water utility line for the town of Avon running from Buxton along NC12. In 2019, the Cape Hatteras National Seashore had over 2.6M visitors and the Cape Hatteras National Lighthouse had just under 100,000 lighthouse climbers (Attachment N).

Protects economically important land uses.

Hatteras Island plays a vital economic role in the state and local economy. During the peak tourist season, the Island receives up to 50,000 visitors daily which, in recent years, has stimulated notable growth in the rental properties and business. A study for the Outer Banks Visitors Bureau (Lane 2013) found that Hatteras Island's tourism expenditures totaled \$204 million in 2011, with a state tax contribution of \$10.3 million and \$9.4 million in local taxes. This accounted for 23% of Dare County's tourism expenditures in 2011 and it is now estimated to be closer to 29%, which comes from 12.7% of the Dare County's population. In 2018 Dare County was ranked number five in the State for expenditures bringing in \$1,187.38(M) which is almost double the next coastal county of New Hanover (Attachment F). Dare County alone makes up 4.6% of North Carolinas tourism expenditure. This computes to Hatteras being ranked 15th in expenditures for North Carolina earning \$356,214(M) which makes up 1.4% of the states tourism expenditure. The amount of tax dollars earned by the state is a direct result of the amount of beach that is available to tourist and the ability to access the island along NC12. Houston determined that for every \$1 invested the federal government receives \$320 in tax recnues from beach tourism. In 2008, Buxton alone had \$41,344,362 of direct expenditures related to beach recreation (BIMP Section XI- Region 4). The shoreline of Hatteras had an annual shore/bank fishing consumer surplus of \$7,424,967 making up 33% of Dare County's total amount and was the 2nd highest area in the state. (NC BIMP Section IV).

Reduces potential storm damage to private property.

The Hatteras Island economy generates economic activity through home rentals, hotel visitation, food and beverage services, recreational fishing and water-sports, commercial fishing and associated support services. Dare County collets a 6% Occupancy tax on gross receipts derived from room rentals, lodging and campsite rentals. In 2019, Dare County ranked 2nd in State Occupancy tax behind Mecklenburg County, earning \$29,708,764. Real estate taxes also generate a substantial amount of revenue to the County which is used toward emergency services, fire, and police protections. In 2013, property value on Hatteras Island was \$2.1 billion accounting for 8,752 parcels and is currently expected to exceed \$3 billion. (Attachment G) However, that same year, it was estimated that \$2 million was lost in annual occupancy rates due to a two monthly closure of NC 12 for dune rebuilding and road repairs during post storm recovery.

The economic impact Hatteras Island has on the county, state and federal tax revenue is extensive. This comes from the ability of people, goods and services to move freely on NC12. This project supports that capability and protects the critical infrasture to facilitate the economy.
Expected Useful Life of the Project

The proposed project is expected to have a design life of the order five years under normal conditions. Should storms occur more often after project completion, the project area may lose sand at a faster rate. Construction should be able to be completed in 3 months, and the newly nourished beach should adjust rapidly under wave actions and reach its equilibration within 1-2 years after project completion. The 2017-2018 initial nourishment has withstood a series northeaster in March 2018, Hurricane Florence in September 2018, Hurricane Dorian in September 2019, and several other winter storms without significant damages to the oceanfront properties and NC 12. Due to the more-frequent-than-normal occurrence of storms, the project area has lost more sand than the historical average rate, and therefore, the initial project did not last as long as the original estimate of 7-10 years.

Financial Resources (i.e. A description of the source and availability of all local, state, and federal funds for the project)

Dare County is estimating the total project cost to be \$19,224,103. Currently Dare County has submitted two cost share grants to FEMA from Hurricane Florence for \$5,757,277 and Hurricane Dorian for \$3,121,719, totaling \$8,878,996. Dare County imposes a 6% occupancy tax and utilizes 2% of it for beach nourishment projects in the county. As a result of COVID-19 Dare County has reevaluated its Beach Nourishment model accounting for a loss of revenue from a decrease in occupancy tax. Dare County has determined that there is sufficient amount of funds based off the finaicaal model for the Buxton project. Attachment M

Project Efficiency (i.e. incorporates regional planning, incorporates beneficial use, and readiness to proceed)



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The proposed project is a combination of the County planned maintenance project and the FEMA post-storms restoration project for cost saving and project efficiency. Dare County had originally templated the maintenance project in 2022 which would have aligned with the four municipalities projects in Dare County (Kitty Hawk, Kill Devil Hills, Nags Head and Duck) being performed in 2022. Due to the unforeseen number of storms the amount of erosion has forced Dare County to perform the project in 2021 as a maintenance project and FEMA post-storm project. In order for Dare County to take advantage of FEMA funds it has to complete the project by October 2022. The combined project would also reduce the frequency of disturbance to the environment.

Economics favors a sand source that matches the native beach quality, involves the shortest transportation distance, and minimizes environmental impacts. The 2017–2018 Buxton Beach Restoration Project called for 2.6 million cy of sand and an offshore 272-acre borrow area containing over 3 million cy of beach quality sand. After project completion, CSE estimated that approximately 300,000 cy of sand is left in the existing borrow area which is not enough for the restoration project. Therefore, an extension of the existing borrow area or the location of a new borrow area is needed for the FEMA restoration project. Other possible borrow sources that have been used for beach nourishment include lagoon sediments, inlet shoals, and inland deposits. Lagoon sediments in Pamlico Sound are much finer than sand on the beach and contain levels of mud and silt unacceptable for beach nourishment. Significant accumulations of sand occur in the ebb- and flood-tidal delta shoals of the Oregon Inlet which is ~36 miles north of the project site. The mean grain size of these deposits tends to be much finer than native beach sand at Buxton. Therefore, lagoon sediments and inlet shoals are not deemed appropriate sand sources for the Buxton area. Inland deposits from sand pits in Currituck County were used for building dunes in Nags Head and Kitty Hawk (Dare County, NC) between 2004 and 2005 after Hurricane Isabel. The hauling distance was ~25 miles, total volume was ~300,000 cy, and the total construction cost was \$5 million (\$16.55/cy). No known sand mines are available in the Buxton area which could provide sufficient quantities to complete a nourishment project. Assuming a sand pit in Currituck County is still available for Buxton's usage, the ~75-mile hauling distance would significantly increase the unit price to ~\$35/cy, yielding a total construction cost of ~\$12 million for the required amount (468,422 cy). Therefore, offshore borrow areas are expected to be the best sand source for the Buxton future maintenance project or the FEMA restoration project. The construction method will be the same as the initial nourishment project, (ie – ocean-certified dredging).

The County has reserved funds for the proposed project, and authorized its Consultant (CSE) to start planning and engineering work in June 2019. CSE is currently working with USFWS/ECOS/IPac for the updated protected species list, updating the Environmental Assessment (including Biological Assessment & Essential Fish and Habitat Assessment), and conducting sand search and geotechnical study of the borrow area. Permit applications are expected to be completed in fall 2020, and state and federal permits are expected to be issued in spring 2021. Bid documents are expected to be available for dredging companies in February 2021 with bid opening in March 2021. Construction will be bid to allow work in either the summer of 2021 or the summer of 2022. All work is expected to be completed by fall 2021 or 2022.



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10. Budget Detail:

	State Contribution (DWR)	Local / Municipal Match	Other Non-Federal	Federal Contribution	Local + Other Non-Federal Match Total	Category Total
Administration						
Cash					\$0.00	\$0.00
In-kind					\$0.00	\$0.00
Design						
Cash		\$102,500.00			\$102,500.00	\$102,500.00
In-kind					\$0.00	\$0.00
Permitting						
Cash		\$984,613.00			\$984,613.00	\$984,613.00
In-kind					\$0.00	\$0.00
Survey						
Cash		\$566,972.00			\$566,972.00	\$566,972.00
In-kind					\$0.00	\$0.00
Construction Oversight						
Cash		\$325,842.00			\$325,842.00	\$325,842.00
In-kind					\$0.00	\$0.00
Construction						
Cash	\$1,557,606.74	\$6,583,397.26		\$9,103,172.00	\$6,583,397.26	\$17,244,176.00
In-kind					\$0.00	\$0.00
Construction Materials						
Cash					\$0.00	\$0.00
In-kind					\$0.00	\$0.00
Land						
Cash					\$0.00	\$0.00
In-kind					\$0.00	\$0.00
Cash Sub-total	\$1,557,606.74	\$8,563,324.26	\$0.00	\$9,103,172.00	\$8,563,324.26	\$19,224,103.00
In-kind Sub-total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$1,557,606.74	\$8,563,324.26	\$0.00	\$9,103,172.00	\$8,563,324.26	\$19,224,103.00

DWR Total =	\$1,557,606.74	Local + Non-Fed Total =	\$8,563,324.26	Non-Federal % =	52.65%
DWR Match % =	8.10%	Local + Non-Fed Match % =	44.54%	Federal % =	47.35%



Tax Collector's Report

Description

December 2020 Discoveries over \$100
December 2020 Releases over \$100
December 2020 Refunds over \$100
December 2020 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Discovery Report for REAL ESTATE and PERSONAL PROPERTY

(Discoveries over \$100.00)

MONTH: DECEMBER

Date Range: 12/1/2020 - 12/31/2020

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Value Discovered	Tax Discovered
MASON, GARY M	008096004	2021	KDH Annexation	184,300.00	589.76
BUNCH, GUY D JR	008096003	2021	KDH Annexation	175,400.00	561.28
				359,700.00	1,151.04

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: DECEMBER

DATE RANGE: 12/1/2020 - 12/31/2020

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel#</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
MASON, GARY M	008096004	2020	KDH ANNEXATION	0.00	-218.31
BUNCH, GUY D JR	008096003	2020	KDH ANNEXATION	0.00	-207.78
HALL, ANDREW E	029991068	2020	SITUS OF BOAT	-367,283.00	-2,739.93
CALLAWAY, WILLIAM F	960985000	2020	BOAT VALUE ADJUSTMENT	-15,000.00	-111.91
LOWE'S HOME CENTER, LLC	002746000	2020	BRD OF E&R DECISION	-979,500.00	-7,057.30
TILLET, FREDERICK	025727000	2020	BRD OF E&R DECISION	-50,400.00	-264.95
TILLET, TIMOTHY LAMONT	025727005	2020	BRD OF E&R DECISION	-67,200.00	-353.27
CHAMBERS, WILBERT WAYNE JR	029991108	2020	CLERICAL VALUE CORRECTION	-172,597.00	-1,287.58
CADDY, MARSHALL E	963119000	2018	BOAT SOLD IN PRIOR YEAR	-14,550.00	-123.81
CADDY, MARSHALL E	963119000	2019	BOAT SOLD IN PRIOR YEAR	-12,204.00	-116.80
BERBACK, ROBERT L TTEE	937973000	2020	SITUS OF BOAT	-27,500.00	-159.04
Total Tax Released:					-12,640.68

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: DECEMBER

Date Range: 12/1/2020 - 12/31/2020

SUBMITTED BY:

Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
COOK, JOHN M	004385000	2020	Overpayment	\$ (750.00)
AMBROSE, MELBA M	004983000	2020	Overpayment	\$ (170.00)
BOSWELL, EDWARD L JR	005620026	2020	Overpayment	\$ (200.00)
BOEHME, FRED	006775000	2020	Refund due to BOER Appeal	\$ (413.32)
COLONTRELLE, JOHN W	006968302	2020	Refund due to BOER Appeal	\$ (160.20)
DUNNEVANT, JANET H	006968303	2020	Refund due to BOER Appeal	\$ (160.20)
HARNEY, MARIANNE E	007069000	2020	Overpayment	\$ (280.04)
BENJAMIN, KEITH ALLEN	008024004	2020	Refund due to BOER Appeal	\$ (120.15)
FEYRER, MATTHEW	010070023	2020	Overpayment	\$ (1,839.88)
CONNOR, DAVID F	010219054	2020	Refund due to BOER Appeal	\$ (629.13)
CATES, JERRY D	013190000	2020	Overpayment	\$ (213.05)
DICKEY, JOE K	014357007	2020	Overpayment	\$ (3,087.99)
ADAMS, GLENN C	014875019	2020	Overpayment	\$ (2,306.46)
EXTON, KEITH J	017305065	2020	Overpayment	\$ (338.30)
DORN, ERIK	018432000	2020	Overpayment	\$ (5,554.69)
COLLIER, EDWARD GREGORY	018642000	2020	Overpayment	\$ (1,946.01)
DUNKUM, JAMES E JR	018855000	2020	Overpayment	\$ (1,860.90)
HENDRICKS, GREGORY	018878000	2020	Overpayment	\$ (2,265.32)
BARTH, DANIEL R	020904051	2020	Overpayment	\$ (2,205.55)
GIDEON HOLDINGS LLC	020987000	2020	Overpayment	\$ (5,387.57)
BARRECA, JOSEPH P TTEE	021206000	2020	Overpayment	\$ (848.38)
BILLINGSLEY, JOEL T	021726000	2020	Overpayment	\$ (3,346.44)
BRADLEY, GREGORY	022346000	2020	Overpayment	\$ (783.53)
COOPER, CAMILLE S	022358000	2020	Overpayment	\$ (2,256.28)
GANDEE, THOMAS K	023304000	2020	Overpayment	\$ (2,308.13)
HUTH, MATTHEW T	023668008	2020	Overpayment	\$ (819.51)
BROWN, REBECCA S	025103000	2020	Overpayment	\$ (1,177.20)
BARBEE, GEORGE S III	025561009	2020	Overpayment	\$ (3,272.70)
CZIKRA, PATRICIA S	025694147	2020	Refund due to BOER Appeal	\$ (149.20)
BV 1414 PIRATE'S COVE, LLC	025694149	2020	Refund due to BOER Appeal	\$ (223.80)
BUDINAK-REED, SHARON L	025694333	2020	Overpayment	\$ (3,665.20)
DILEO, THOMAS R.	814234475	2020	Overpayment	\$ (117.37)
FOX, GEORGE C	026749000	2020	Overpayment	\$ (384.34)
BAIR, EDWIN SCOTT	026791000	2020	Overpayment	\$ (4,508.03)
HARDISON, LALA G	027022000	2020	Refund due to BOER Appeal	\$ (168.60)
DAVIS, STEVEN TODD	027517000	2020	Overpayment	\$ (958.71)
DAVISON, APRIL B	027863103	2020	Refund due to BOER Appeal	\$ (546.21)
FOYES, WILLIAM M	027863104	2020	Refund due to BOER Appeal	\$ (182.27)

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: DECEMBER

Date Range: 12/1/2020 - 12/31/2020

SUBMITTED BY:

Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
BARSHIS, DARR E	027863119	2020	Refund due to BOER Appeal	\$ (194.73)
BARSHIS, DARR E	027864001	2020	Refund due to BOER Appeal	\$ (271.86)
CERLES, BERNARD JEAN MARIE	027865029	2020	Refund due to BOER Appeal	\$ (182.27)
COLLEVECHIO, RICHARD M	028071000	2020	Refund due to BOER Appeal	\$ (672.35)
C LEONARD WILLIS INC	028072000	2020	Refund due to BOER Appeal	\$ (672.35)
FRAMPTON, KATHLEEN W	029151000	2020	Overpayment	\$ (1,173.51)
BENDIGO, HOWARD SCOTT SR	030183000	2020	Refund due to BOER Appeal	\$ (124.02)
BANKS, GEORGE A	030835024	2020	Overpayment	\$ (2,381.98)
				\$ (61,277.73)



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Dec 2020 Over \$100

Payee Name	Primary Owner	Address 1	Address 3	Bill #	Change	Interest Change	Total Change
GRABOWSKI, GARY ROBERT	GRABOWSKI, GARY ROBERT	5488 BROADVIEW RD	RICHFIELD, OH 44286	0048303772	(\$101.99)	\$0.00	(\$101.99)
					(\$68.79)	\$0.00	(\$68.79)
					Refund		\$170.78
GRABOWSKI, SHARON ANN	GRABOWSKI, SHARON ANN	5488 BROADVIEW RD	RICHFIELD, OH 44286	0025804940	(\$60.13)	\$0.00	(\$60.13)
					(\$40.56)	\$0.00	(\$40.56)
					Refund		\$100.69
LACROIX, MAXINE KAY	LACROIX, MAXINE KAY	5128 BARLOW LN	KITTY HAWK, NC 27949	0054666027	(\$65.39)	\$0.00	(\$65.39)
					(\$41.74)	\$0.00	(\$41.74)
					(\$5.57)	\$0.00	(\$5.57)
					Refund		\$112.70
Refund Total							\$384.17

Tax Jurisdiction	District Type	Net Change
C99	COUNTY	(\$227.51)
T08	CITY	(\$41.74)
T08BN	CITY	(\$5.57)
T14	CITY	(\$109.35)
Total		(\$384.17)



LeaseQuery 3-year Software Subscription Agreement

Description

Subscription agreement for lease accounting software to meet new financing reporting requirements of Governmental Accounting Standards Board Statement No. 87, Leases.

Board Action Requested

Authorize County Manager to execute agreement for 3-year term.

Item Presenter

None

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT, by and between LeaseQuery, LLC, a Delaware limited liability company (“LeaseQuery”), and Dare County, NC (“Client”), is effective as of the date last signed below (the “Effective Date”). In consideration for the mutual covenants and agreements contained in this Agreement (as defined below), the parties agree as follows:

1. DEFINITIONS.

1.1 “Accounting Standards” means FASB ASC Topic 840, FASB ASC Topic 842, and either (as elected by Client during implementation) (i) IFRS 16 or (ii) GASB No. 13 and GASB No. 87.

1.2 “Aggregated Data” means anonymized or aggregated data derived from the operation of the Solution, including, without limitation, aggregated information about leases or Records, reports generated by the Solution and performance results for the Solution and any derivative works of any of the foregoing.

1.3 “Agreement” means this Subscription Agreement, including any schedules, addenda and exhibits hereto.

1.4 “Business Day” means any day on which the New York Stock Exchange is open for unrestricted trading.

1.5 “Certified Service Partner” means any third party that is a member of LeaseQuery’s certified service partner program, which requires, as a condition to such membership, that the participating organization, among other things, successfully complete LeaseQuery’s Certified Service Partner training program and enter into a certified service partner agreement with LeaseQuery.

1.6 “Client” has the meaning set forth in the preamble.

1.7 “Client Data” means Client’s lease data entered into the Solution, including, without limitation, the type and location of leased assets, rent schedules, critical lease dates and certain other lease terms and conditions.

1.8 “Client Feedback” means suggestions, enhancement requests, recommendations or other feedback provided by Client or its personnel relating to the operation or functionality of the Solution or the content of the Documentation.

1.9 “Confidential Information” means (i) information that is marked by the disclosing party as “confidential,” (ii) whether or not marked as “confidential,” information of a party of a special and unique nature and value relating to such matters as trade secrets, know-how, systems, programs, developments, designs, procedures, manuals, products, financial statements or forecasts, confidential reports and communications, in each case whether such information is shared prior to or during the term of the Sales Order, and (iii) with respect to LeaseQuery’s Confidential Information, the terms and conditions of this Agreement, any Sales Order, or any drafts thereof, including without limitation all terms relating to pricing. “Confidential Information” shall not include Aggregated Data.

1.10 “Dispute” means any controversy or claim between the parties arising out of or relating to this Agreement, any Sales Order, or the breach, termination, enforcement, interpretation or validity thereof, or any services provided under this Agreement or such Sales Order, whether in contract, tort or otherwise.

1.11 “Documentation” means the user instructions and specifications for the Solution described in the Solution, as may be updated by LeaseQuery from time to time.

1.12 “Effective Date” has the meaning set forth in the preamble.

1.13 “FASB ASC Topic 840” means Accounting Standards Codification® Topic 840, *Leases*, as promulgated by the Financial Accounting Standards Board.

1.14 “FASB ASC Topic 842” means Accounting Standards Codification® Topic 842, *Leases*, as promulgated by the Financial Accounting Standards Board (or any successor standard), as may be modified by the Financial Accounting Standards Board from time to time.

1.15 “Force Majeure Event” means any event that is reasonably beyond the control of either party, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the Effective Date, fire, communication line failures, power failures, earthquakes, or other disasters.

1.16 “GASB No. 13” means Statement No. 13 of the Governmental Accounting Standards Board®, *Accounting for Operating Leases with Scheduled Rent Increases*.

1.17 “GASB No. 87” means, commencing with Client’s fiscal year-end financial statements for fiscal years beginning after December 15, 2019, Statement No. 87 of the Governmental Accounting Standards Board®, *Leases*, as may be modified by the Governmental Accounting Standards Board® from time to time.

1.18 “IFRS 16” means International Financial Reporting Standards (IFRS) 16, *Leases*, as promulgated by the International Accounting Standards Board (or any successor standard), as may be modified by the International Accounting Standards Board from time to time.

1.19 “Implementation” means the period during the first 60 days after the Effective Date.

1.20 “In-Scope CSP Services” means only the following types of services, as they relate to Client’s use of the Solution: (i) Populating, for or on behalf of Client, the bulk upload template described in Section 2.3(b) of this Agreement with all necessary lease data in order to enable LeaseQuery to perform a bulk upload of Client’s lease data to the Solution, (ii) manually analyzing, on behalf of Client, Client’s leases and any amendments thereto and entering any related Records into the Solution, and (iii) uploading the lease agreements (as source documents) and attaching each such agreement to the associated Record in the Solution.

1.21 “Initial Term” means the initial term of the applicable Sales Order, as set forth in such Sales Order; provided, however, that if such Sales Order does not contain an Initial Term, the Initial Term shall be one year, commencing on the date such Sales Order is last signed by the parties.

1.22 “Intellectual Property Rights” means any and all common law, statutory and other intellectual property rights, including, without limitation, copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

1.23 “LeaseQuery” has the meaning set forth in the preamble.

1.24 “NDA” means any confidentiality or nondisclosure agreement (or other agreement with a similar purpose) entered into by the parties hereto or their respective affiliates in consideration of potentially entering into the business relationship governed by this Agreement.

1.25 “Outstanding Sales Order” has the meaning set forth in Section 6.1 of this Agreement.

1.26 “Preexisting Materials” means all items of property (including, without limitation, equipment and Intellectual Property Rights) that such party owned prior to the provision of the Professional Services.

1.27 “Professional Services” means any professional or consulting services provided by LeaseQuery to Client, including, without limitation, services related to lease review, lease analysis, lease entry, lease entry error review, reconciliation, initial Client setup services, onsite or web-based training of Client personnel, conversion of lease documents to searchable files, lease accounting consulting services, market analysis for lease terms, and other professional and consulting services.

1.28 “Record” means any individual record with a unique identifier that is entered into and stored in the Solution. A single leased asset may be comprised of multiple Records (such as for land and improvements), and a single contract may provide for multiple leased assets.

1.29 “Renewal Term” has the meaning set forth in Section 6.1 of this Agreement.

1.30 “Sales Order” shall mean any sales order or statement of work (as may be amended by a change order, amendment or otherwise, from time to time) that (i) describes the services to be provided by LeaseQuery and the fees related thereto, (ii) specifically incorporates by reference the terms and conditions of this Agreement, and (iii) is signed by both parties.

1.31 “Sensitive Personal Information” means an individual’s (i) government-issued identification number, including without limitation a Social Security number, driver’s license number, or state-issued identification number, (ii) financial account number, credit reporting information, or credit, debit or other payment cardholder information, with or without any required security or access code, personal identification number, or password that permits access to the individual’s financial account, or (iii) biometric, genetic, health or health insurance data.

1.32 “Solution” means the specific software-as-a-service application to which Client subscribes pursuant to the applicable Sales Order.

1.33 “Taxes” means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, without limitation, value-added, excise, sales, use or withholding taxes.

1.34 “Third-Party Links” means any links contained in the Solution to, or integrations, connections or interactions (whether through an application program interface (API) or otherwise with, software or websites of third parties.

1.35 “Update” means a modification to the Solution or workaround to fix bugs, correct errors, maintain material compliance with the Accounting Standards or improve the performance or efficiency of the Solution.

1.36 “Upgrade” means a new version or release of the Solution that adds new features, functional capabilities or other improvements to the Solution, other than Updates.

2. SCOPE OF THE SERVICES.

2.1 Provision of Access to the Solution. During the term of the applicable Sales Order pursuant to which Client subscribes for access to the Solution, LeaseQuery shall enable Client to access the Solution via a website hosted by LeaseQuery or its third-party designee in accordance with and subject to the terms and conditions of the applicable Sales Order and this Agreement. LeaseQuery will make commercially reasonable efforts to maintain availability of the Solution in accordance with the SLAs set forth in Exhibit A hereto, but Client acknowledges and agrees that LeaseQuery shall not be responsible for any downtime of the Solution other than as set forth in Exhibit A.

2.2 Updates. LeaseQuery will make commercially reasonable efforts to release Updates to the Solution as necessary to ensure that throughout the term of the applicable Sales Order, the Solution operates in material compliance with the Accounting Standards, provided that Client has paid all fees that are due under this Agreement and such Sales Order. Client acknowledges that LeaseQuery is not required or obligated to provide any Updates or any Upgrades to the Solution other than those which are necessary for the Solution to continue to operate in material compliance with the Accounting Standards. Any Updates or Upgrades that are not necessary for the Solution to continue to operate in material compliance with the Accounting Standards may be offered separately with different pricing. Client agrees that its purchase of the subscription and any Professional Services is not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by LeaseQuery regarding future functionality or features.

2.3 Professional Services. All Professional Services will be provided remotely. LeaseQuery may subcontract the performance of the Professional Services or any part thereof. LeaseQuery will be responsible for the quality of any Professional Services by such subcontractors to the extent LeaseQuery would be responsible to Client under this Agreement had LeaseQuery provided such Professional Services. Unless otherwise set forth in an applicable Sales Order, each deliverable shall be deemed delivered and accepted upon its delivery. LeaseQuery shall provide the following Professional Services in accordance with the terms of this Agreement (including, without limitation, Section 5.3 of this Agreement) and the applicable Sales Order:

- (a) Organizational Database Structure Setup and Training. LeaseQuery will coordinate with Client to structure Client’s database in the Solution in a manner that is consistent with Client’s unique organizational structure as it relates to consolidated financial reporting. In order to complete this implementation step and any of the steps in the following subparagraphs, during Implementation, Client shall (i) designate a point person at Client’s corporate office (such as a controller) to serve as project manager for Client, (ii) provide LeaseQuery with, as applicable, an accurate, complete and detailed explanation of Client’s cost centers, profit centers, business units, divisions, regions and locations, (iii) within no more than 30 days after LeaseQuery’s request, provide LeaseQuery with Client’s accurate and complete organizational structure chart showing which leases roll-up into which entities, and if and how those entities roll-up into a parent entity for financial reporting purposes, and (iv) provide any other information requested by LeaseQuery in order to complete this implementation step. In addition, LeaseQuery personnel will be available during Implementation to conduct a remote training session (not to exceed four hours) to educate Client’s authorized users on the Solution. In the event Client requests any additional training, LeaseQuery may provide such training at its then-current applicable hourly rates pursuant to subparagraph (d) of this section.
- (b) Bulk Record Template Configuration and Upload. Solely to the extent included in the Sales Order, LeaseQuery will review with Client a standard template for the bulk upload of Records. During Implementation, Client will populate the template with all necessary lease data and provide LeaseQuery with the properly populated template in Microsoft Excel, which LeaseQuery will use to perform a bulk upload of such Records into the Solution; provided, however, that any time devoted by LeaseQuery to correcting errors in the Client-populated template in excess of eight (8) hours shall not be included in the fee for this service and will be invoiced separately at LeaseQuery’s then-current standard hourly rates. Client acknowledges that it may be necessary or more efficient to manually enter leases with complex or nonstandard terms (such as real estate leases with escalation clauses, for example). For the avoidance of doubt, this implementation service is limited to the bulk upload of lease data in order to create Records in the Solution, and it

does not include the upload of any source documents, such as lease agreements, which may be uploaded by Client or, at Client's request, by LeaseQuery pursuant to the following subparagraph.

- (c) Lease Analysis and Record Entry. Solely to the extent set forth in the Sales Order, LeaseQuery will analyze Client's leases provided by Client in the format requested by LeaseQuery and enter any related Records into the Solution. If requested by Client, LeaseQuery will also upload the lease agreements (as source documents) and attach each such agreement to the Record to which it relates. If, pursuant to the Sales Order, Client purchases an initial implementation package for lease analysis and Record entry services covering up to a certain number of Records (typically referred to as "Option 1" in the Sales Order), during Implementation Client will provide LeaseQuery with all information (in the format requested by LeaseQuery) necessary to analyze such leases, enter the Records and perform any other Professional Services related thereto.
- (d) Other Professional Services. As part of the implementation of the Solution and/or on an ongoing basis, LeaseQuery may provide additional Professional Services in the form, type and manner mutually agreed by the parties, subject to the terms of this Agreement and any applicable Sales Order.

2.4 Limitations of Services. Client acknowledges that LeaseQuery is not a registered public accounting firm, and some or all of the Professional Services may be performed by individuals who are not certified public accountants. LeaseQuery's performance of services, including the provision of access to the Solution and the performance of any Professional Services, does not constitute an audit in accordance with generally accepted auditing standards, an examination of or any other form of assurance with respect to internal controls, or other attestation, review or compilation services in accordance with standards or rules established by the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or any other regulatory body. LeaseQuery will not express, and will not be deemed to have expressed, an opinion or any other form of assurance with respect to any matters as a result of the performance of any such services, including with respect to Client's financial statements or Client's operating or internal controls. LeaseQuery will not perform, and will not be deemed to have performed, any evaluation of Client's internal controls and procedures for financial reporting upon which Client's management can base its assertions in connection with the Sarbanes-Oxley Act of 2002, as amended, or any related rules or regulations. LeaseQuery will not make any representations or warranties and will not provide any assurances that Client's disclosure controls and procedures are compliant with the certification requirements of, or that Client's internal controls and procedures for financial reporting are effective as required by, any applicable law. Neither the Solution nor any Professional Services may be relied upon to identify errors or fraud should they exist. Client acknowledges and agrees that LeaseQuery is not, and will not agree to be named as, an expert under the Securities Act of 1933, as amended, or any other state or federal securities laws.

3. CLIENT DUTIES AND RESPONSIBILITIES.

3.1 Use of Output and Professional Services. Client's access to the Solution and Client's use of any outputs therefrom, all Professional Services and all other deliverables by LeaseQuery, shall be solely for Client's benefit and are not intended to be relied upon, and shall not be relied upon, by any other party. Client shall not disclose the outputs, Professional Services or other deliverables, or refer to the Solution, outputs therefrom, Professional Services or other deliverables, in any communication to any third party other than (i) Client's independent auditors solely in connection with their audit of Client's financial statements, or (ii) Certified Service Partners solely for the purpose of providing In-Scope CSP Services for Client and provided such Certified Service Partners comply with the restrictions set forth in this sentence. In the event Client creates its own materials based on the content of the outputs, Professional Services or other deliverables for disclosure to a third party, Client shall not in any way, expressly or by implication, attribute such materials to LeaseQuery or identify LeaseQuery as the source of the content reflected in such Client-created materials.

3.2 Restrictions on Use of the Solution. Client shall not (i) use the Solution in any way that violates the terms of this Agreement, the Documentation, any applicable Sales Order or applicable law; (ii) modify, copy or create any derivative works based on, or reverse engineer or decompile, the Solution, Documentation or any portion thereof; (iii) attempt to license, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise share Client's access to the Solution with any third party, except that such access may be shared as permitted under this Agreement with Client's employees (provided that separate login credentials are created for and used by each authorized user) and, solely for the purpose of providing In-Scope CSP Services for Client, a Certified Service Partner; (iv) use Client's access to the Solution or Documentation for any benchmarking or competitive purpose or to build or design any commercially available product or service; (v) interfere with or disrupt performance of the Solution or the data contained therein; (vi) attempt to gain access to the Solution or LeaseQuery's related systems or networks in a manner not set forth in this Agreement; (vii) use Client's access to the Solution to send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including, without limitation, material that violates privacy, confidentiality, Intellectual Property Rights or other rights of third parties; or (viii) share any Sensitive Personal Information with LeaseQuery or enter, or cause or request to be entered, any such information into the Solution; or (ix) access the Solution for the benefit of, or for any purpose if Client is, a competitor of LeaseQuery. Client shall be liable for the acts and omissions of all Client-authorized users relating to this Agreement or any Sales Order. LeaseQuery may alter, suspend or discontinue all or a portion of Client's access to the Solution if LeaseQuery reasonably suspects that (a) Client's access to the Solution may be causing harm to LeaseQuery or other users, or (b) such suspension is necessary to comply with law or a

request from a law enforcement agency or to prevent, remediate or mitigate an actual or potential security incident. LeaseQuery will use commercially reasonable efforts to resolve the issues causing the suspension of Solution. Client agrees that no information obtained through the Solution or the Professional Services will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. government. Proscribed countries are set forth in the U.S. Export Administration Regulations and are subject to change without notice, and Client must comply with the list as it exists in fact. Client certifies that neither it nor any of its users are on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Client shall reimburse LeaseQuery for all costs incurred in enforcing the use restrictions in this Section, including, without limitation, attorneys' fees, legal costs, and court or arbitration costs.

3.3 Responsibility for Client Data. Client is exclusively responsible for its financial statements and the accuracy, quality and legality of all Client Data, including, without limitation, obtaining all required authorizations, permissions and consents necessary for LeaseQuery and its contractors and subcontractors to access and use the Client Data in accordance with this Agreement. LeaseQuery shall not be responsible for (i) any Client Data entered into the Solution by Client, or (ii) any judgments made (whether by Client or LeaseQuery) with respect to any inaccuracies, ambiguities or inconsistencies in any lease agreement containing Client Data. Client is responsible for the use of the output which it obtains from the Solution. Client acknowledges that the Solution shall not serve as Client's sole repository for its lease documentation. Although copies of Client's lease documentation may be stored in the Solution, Client shall retain the original documentation or copies thereof.

3.4 Responsibility for Users and Authentication Credentials. Client shall (i) be responsible for safeguarding its user names and passwords, (ii) be responsible for the identification and authentication of its users and any access, whether or not authorized by Client, to the Solution that results from the actions or omissions of Client or any of its personnel, and (iii) notify LeaseQuery promptly of any unauthorized access or use.

3.5 Cooperation with Provision of Professional Services. Client shall cooperate reasonably and in good faith with LeaseQuery in the execution of the Professional Services by, without limitation, (i) attending and actively participating in scheduled meetings; (ii) promptly providing complete, accurate and timely information, data and responses as requested by LeaseQuery; and (iii) promptly completing any other tasks or approvals that are reasonably necessary to enable LeaseQuery to efficiently complete the Professional Services.

3.6 Certified Service Partners. In the event that Client elects to engage any Certified Service Partner to provide any In-Scope CSP Services, Client (i) acknowledges and agrees that any services provided by any Certified Service Partner shall be provided directly to Client, solely for the benefit of and reliance by Client, and subject to any terms or conditions that may be entered into directly between Client and such Certified Service Partner; (ii) acknowledges and agrees that no such Certified Service Partner shall be deemed a subcontractor, agent or client of LeaseQuery, and LeaseQuery shall have no responsibility for, and shall have no obligation to review, any services provided by any Certified Service Partner; and (iii) hereby releases LeaseQuery from any claims arising out of or relating to any services provided by any Certified Service Partner for Client.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1 Ownership; Reservation of Rights. LeaseQuery owns and reserves all right, title and interest in and to the Solution, Documentation and other LeaseQuery Intellectual Property Rights. No rights are granted to Client under this Agreement or any Sales Order other than as expressly set forth in this Agreement. Under no circumstance will Client have the right to access the object code or source code for the Solution. By submitting Client Feedback, Client hereby assigns to LeaseQuery all right, title and interest in and to such Client Feedback to LeaseQuery. LeaseQuery shall have no obligation to accept or incorporate Client Feedback, and Client shall have no obligation to provide Client Feedback.

4.2 Client Data. Client agrees to allow LeaseQuery to collect Client Data and use Client Data for the purposes of providing the Solution and performing the Professional Services and to create Aggregated Data. As between Client and LeaseQuery, Client owns all Client Data, and LeaseQuery owns all Aggregated Data. Nothing in this Agreement shall be construed as prohibiting LeaseQuery from utilizing the Aggregated Data for purposes of LeaseQuery's business, provided that LeaseQuery's use of Aggregated Data will not reveal the identity, whether directly or indirectly by a reasonably foreseeable method, of Client, any individual or any specific data entered by Client (or by LeaseQuery on behalf of Client) into the Solution.

4.3 Professional Services; Preexisting Materials. In connection with the provision of Professional Services, each party shall be the sole and exclusive owner of all Intellectual Property Rights in and to its Preexisting Materials and any modifications, derivatives, or improvements it makes thereto. Except as expressly set forth herein, both parties understand and agree that no license, right, title or interest in any of the other party's Preexisting Materials or Intellectual Property Rights is granted under this Agreement and neither party will gain by virtue of this Agreement or any Sales Order any rights of ownership in any Intellectual Property Rights or Preexisting Materials owned by the other party. Neither party shall make, have made, sell, offer to sell, use, disclose, reproduce, distribute, perform,

display, modify, copy or create derivative works of any of the other party's Preexisting Materials or Intellectual Property Rights in any form or forum without the other party's prior written consent. Notwithstanding the foregoing, during the term of this Agreement, Client grants LeaseQuery a royalty-free, nonexclusive, nontransferable right to use Client's Preexisting Materials and Client's Intellectual Property Rights to the extent necessary for LeaseQuery to perform the Professional Services requested by Client.

4.4 Indemnification for Infringement. Subject to Section 8 of this Agreement, LeaseQuery shall indemnify, defend and hold Client harmless from and against any third-party claims or suits arising out of actual infringement by the Solution and the reports generated by the Solution of the third-party's Intellectual Property Rights, provided that (i) Client immediately notifies LeaseQuery in writing of the third-party claim, (ii) Client tenders to LeaseQuery complete control of the defense, and (iii) Client cooperates with LeaseQuery in its defense of the claim at LeaseQuery's expense. These obligations of LeaseQuery do not apply with respect to claims arising out of or related to Client Data or to portions or components of the Solution or reports generated by the Solution (A) that (in the case of reports generated by the Solution) are modified (other than by LeaseQuery) after delivery by LeaseQuery, (B) where Client continues the allegedly infringing activity after being notified thereof, or (C) where Client's use of the Solution or reports generated by the Solution is not in accordance with this Agreement and the applicable Sales Order. If LeaseQuery or Client is enjoined from providing access to, or using, the Solution or LeaseQuery reasonably believes that LeaseQuery or Client will be enjoined, LeaseQuery shall have the right, at its sole option, to obtain for Client the right to continue to access the Solution or to replace or modify the Solution so that it is no longer infringing. If neither of the foregoing options is commercially practicable to LeaseQuery, then Client's access to the Solution may be terminated at the option of LeaseQuery and LeaseQuery shall refund or offset against other amounts due to LeaseQuery any prepaid subscription fees prorated for the portion of the then-current term remaining after the effective date of the termination. The obligations set forth in this paragraph shall be LeaseQuery's sole and exclusive obligations, and Client's sole and exclusive remedy, for infringement.

5. FEES; CHARGES.

5.1 Invoices; Payment. Fees and expenses will be invoiced to Client in accordance with the terms and conditions of this Agreement, unless otherwise agreed by the parties and set forth in the applicable Sales Order. All fees and expenses due under this Agreement or any Sales Order shall be due and payable within thirty (30) days of the invoice date. Client shall provide LeaseQuery with complete and accurate billing and contact information, including a valid email address for receipt of invoices, and shall promptly update LeaseQuery with any changes to such information. Except as specifically set forth in this Agreement, all payment obligations are non-cancelable and all payments made are non-refundable. Any payment not received from Client by the due date will accrue interest from the date such payment is due until the date such payment is paid at the compounded monthly rate of the lesser of 2.0% of the outstanding balance or the maximum rate permissible under applicable law. Client shall reimburse LeaseQuery for all costs incurred in collecting any overdue payments and related interest, including, without limitation, attorneys' fees, legal costs, court or arbitration costs and collection agency fees.

5.2 Subscription Fees. LeaseQuery reserves the right to adjust the subscription fees in connection with any renewal of the Sales Order. Any such change may be evidenced solely by the invoice submitted by LeaseQuery for such upcoming Renewal Term; provided, however, that with respect to any increase in annual subscription fees by an amount that exceeds an annual, compounded rate of three percent (3%), calculated from the Effective Date through the effective date of the increased fees, LeaseQuery must first provide such invoice or other notice to Client at least 60 days before the end of the then-current term. Except to the extent the applicable Sales Order specifically provides that subscription fees are to be calculated on a per-Record basis, all subscription fees are based on access rights acquired and shall not be contingent on any actual access, the entry of any Records or the completion of any Client-requested software integration or software development. In the event that an applicable Sales Order provides that additional or supplemental fees shall be payable if a specified number of Records is exceeded (a "Record Threshold"), unless otherwise provided in such Sales Order, (i) the number of Records to be measured against the Record Threshold shall be calculated as the maximum number of Records maintained by the Solution at any time during the term of any Sales Order, and (ii) once such Record Threshold has been exceeded, such additional or supplemental fees may be invoiced, and shall be payable, in advance for the remainder of the then-current term and shall be calculated based on the number of full or partial months (without intramonth proration) from the date such Record Threshold is exceeded through the end of the then-current term.

5.3 Fees for Professional Services. Unless otherwise agreed upon by the parties, all Professional Services specifically described in a Sales Order shall be provided at the hourly or per-Record rate or fixed fee set forth in such Sales Order, provided that LeaseQuery reserves the right to change such hourly or per-Record rates upon 60 days' notice (which may be in the form of an invoice) in connection with a renewal of the Sales Order. Any fees for lease analysis and Record entry services set forth in the Sales Order (whether paid upfront based on a maximum number of Records or per-Record on an ongoing basis) include, for each Record, one original lease and one amendment. An additional \$50 fee will apply for each additional amendment (invoiced monthly in arrears). To the extent LeaseQuery does not receive during Implementation (and, with respect to Client's accurate and complete organizational structure as described in Section 2.3(a) of this Agreement, within no more than 30 days after LeaseQuery's request) information necessary to complete any of the implementation-related Professional Services described in Section 2 of this Agreement, LeaseQuery will reallocate its resources as needed to perform such Professional Services after Implementation at LeaseQuery's then-current standard hourly rates

or, in the case of lease analysis and Record entry services, at the per-Record rate set forth in the Sales Order for such services provided at an “as needed” basis (typically under “Option 2” in the Sales Order). Unless otherwise specified in an applicable Sales Order, all Professional Services shall be provided on a time and materials basis at LeaseQuery’s then-current standard rates and invoiced in arrears no more frequently than on a monthly basis in increments not to exceed one hour.

5.4 Suspension of Services. Without limiting any of LeaseQuery’s rights to suspend or discontinue access to the Solution pursuant to any other provision of this Agreement, LeaseQuery may, without liability to Client, alter, suspend, or discontinue all or a portion of Client’s access to the Solution and/or the Professional Services at any time if LeaseQuery believes in good faith that Client has breached, or intends to breach, any of the terms of this Agreement or any Sales Order, including, without limitation, the failure to pay any invoiced fees or expenses in a timely manner.

5.5 Taxes. LeaseQuery’s fees do not include any Taxes. Client is responsible for paying all Taxes related to this Agreement or any Sales Order, excluding LeaseQuery’s income taxes. If LeaseQuery has a legal obligation to pay or collect Taxes for which Client is responsible under this section, regardless of when LeaseQuery is made aware of such legal obligation, the appropriate amount shall be invoiced to and promptly paid by Client (without reducing the amount of fees or expense reimbursements to which LeaseQuery is entitled under this Agreement and any Sales Order), unless Client provides LeaseQuery with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. TERM AND TERMINATION.

6.1 Term. This Agreement shall be in effect for so long as any Sales Order signed by both parties has not expired or been terminated (each, an “Outstanding Sales Order”). This Agreement shall automatically terminate upon the expiration or termination of all Outstanding Sales Orders. Unless otherwise specified in the Sales Order, the term of each Sales Order shall commence on the date such Sales Order is last signed by the parties and shall continue for the Initial Term. Thereafter, the Sales Order shall automatically renew for an unlimited number of consecutive one-year terms (each, a “Renewal Term”) unless (i) otherwise specified in a Sales Order or (ii) either party provides written notice of such party’s determination not to renew the Sales Order at least 30 days and no more than 120 days prior to the expiration of the then-current term. In the event either party declines to renew any Sales Order in accordance with the preceding sentence for any or no reason, such party shall not have any liability to the other party merely as a result of such non-renewal, including without limitation any claim for detrimental reliance.

6.2 Termination by Either Party for Breach. Any Sales Order may be terminated by either party if the other party materially breaches the terms or conditions of this Agreement with respect to such Sales Order and the breaching party fails to cure such breach within 30 days of the date that written notice of the breach is given by the non-breaching party.

6.3 Termination for Conflict with Law. Any Sales Order may be immediately terminated by LeaseQuery with written notice to Client if LeaseQuery determines that the provision of services in exchange for the fees as set forth in this Agreement or in the applicable Sales Order may be in conflict with law or would subject LeaseQuery to industry-specific registration, certification, licensing or similar requirements.

6.4 Effect of Termination. Upon a termination of any Sales Order or this Agreement for any reason, Client shall promptly (but in no event within more than 30 days) pay LeaseQuery all amounts owed as of the effective date of the termination, including, without limitation, the subscription fees for the unexpired then-current term (to the extent not already paid). Client may export its Client Data at any point during the term of this Agreement, provided such access has not been suspended in accordance with the terms of this Agreement. In addition, LeaseQuery will retain the Client Data stored in the Solution for at least 90 days following the effective date of the termination of this Agreement. Upon LeaseQuery’s receipt during such 90-day period of Client’s written request, so long as all amounts due to LeaseQuery under this Agreement and all Sales Orders have been paid, LeaseQuery will make all such Client Data available to Client in a .csv or other mutually agreeable format. Following this 90-day period, Client may permanently lose its data.

7. REPRESENTATIONS; WARRANTIES; DISCLAIMERS.

7.1 Representations and Warranties. Each party represents, with respect to this Agreement and any applicable Sales Order, that (i) it has the requisite power, authority and capacity to enter into this Agreement or the Sales Order, and (ii) this Agreement and the Sales Order each constitute a legal, valid and binding obligation, enforceable against such party. Client represents and warrants that it (a) is not a competitor of LeaseQuery and (b) has obtained all required authorizations, permissions and consents necessary for LeaseQuery and its contractors and subcontractors to access and use the Client Data for the purposes described herein. LeaseQuery warrants that (1) the Solution shall operate materially in accordance with the terms of this Agreement and the applicable Sales Order, provided that Client’s sole and exclusive remedy for noncompliance with the SLAs set forth in Exhibit A are as set forth in Exhibit A; and (2) any Professional Services shall be performed in good faith.

7.2 Warranty Remedies. To receive remedies for LeaseQuery's breach of a warranty, Client must promptly report the breach of warranty in writing to LeaseQuery no later than thirty (30) days of the first date the deficiency is identified by Client. As Client's sole and exclusive remedy and LeaseQuery's sole liability for an act or omission constituting a breach of warranty, (i) LeaseQuery shall correct the deficiency at no additional charge to Client, or (ii) in the event it is not commercially practicable for LeaseQuery to correct such deficiencies after good-faith efforts, LeaseQuery shall refund to Client or offset against other amounts due to LeaseQuery any fees paid allocable to the defective portion of the service from the date LeaseQuery received such notice.

7.3 WARRANTY DISCLAIMER. Except for the limited warranties expressly provided in Section 7.1 of this Agreement and to the maximum extent permitted by applicable law, LeaseQuery makes no warranties of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including, without limitation, any warranties of merchantability or fitness for a particular purpose with respect to the Solution, Professional Services and/or related documentation. LeaseQuery does not warrant that the Solution will be error free or uninterrupted or that any integration with a third-party software provider will remain available for the duration of Client's subscription. Loss of internet access or failure of any third-party software, hardware or other interfacing or communicating device is Client's responsibility and is not warranted by LeaseQuery.

8. LIMITATION OF LIABILITY; INDEMNIFICATION.

8.1 DISCLAIMER OF CERTAIN DAMAGES. Under no circumstances shall LeaseQuery or any of its affiliates or subcontractors have any liability whatsoever for (i) any damages of any kind arising out of any interruption in availability of internet connectivity or the Solution, (ii) any damages of any kind arising out of errors in the entry of Records, or (iii) any consequential, indirect, incidental, punitive, special or exemplary damages, loss of client's profit or revenue, loss of use, loss of data or business interruption damages.

8.2 LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of LeaseQuery or any of its affiliates or subcontractors, regardless of the cause and regardless of any other failure of any provision or undertaking in this Agreement, under contract, tort or any other theory of liability (including claims alleging negligence), exceed (i) in case of causes of action that arise out of or relate to Professional Services, the total amounts paid by Client to LeaseQuery for the Professional Services giving rise to the claim during the six months preceding the date such cause of action arises, and (ii) in the case of any other cause of action, 50% of the annualized subscription fee (to the extent paid by Client) as of the date such cause of action arises, except to the extent resulting from LeaseQuery's willful misconduct or bad faith. In circumstances where any limitation of liability or indemnification provision in this agreement is unavailable, the aggregate liability of LeaseQuery and its affiliates and subcontractors for any claim shall not exceed an amount that is proportional to the relative fault that the conduct of LeaseQuery and its affiliates and subcontractors bears to all other conduct giving rise to such claim.

8.3 INDEMNIFICATION. To the maximum extent permitted by applicable law, Client shall indemnify and hold harmless LeaseQuery, its affiliates and subcontractors, and their respective personnel from all claims, liabilities and expenses (including, without limitation, attorneys' fees) attributable to claims of third parties relating to or resulting from the use of the Solution or the use or disclosure of any outputs therefrom, any Professional Services or any other deliverables from LeaseQuery. This indemnification provision applies regardless of whether the third-party claim is caused or alleged to be caused in whole or in part by the indemnified party; provided, however, that it shall not apply to the extent of LeaseQuery's willful misconduct or bad faith.

9. CONFIDENTIALITY.

Each party acknowledges that in the course of this Agreement, it may have access to and may be making use of, acquiring or adding to Confidential Information of the other party. Each party hereby confirms that it will not, using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information of a similar nature (but in no event less than a reasonable degree of care), disclose any such Confidential Information to a third party except with the prior written consent of the other party or as specifically provided in this Agreement. This Agreement imposes no confidentiality obligation upon the receiving party with respect to information that (i) was in the receiving party's possession before receipt from the disclosing party without an obligation to keep such information confidential; (ii) is or becomes available to the public through no fault of the receiving party; (iii) is received in good faith by the receiving party from a third party not subject to an obligation of confidentiality owed to the disclosing party and who discloses the Confidential Information without an obligation of confidentiality; or (iv) is disclosed as required by law or regulation, to respond to governmental inquiries, or in connection with litigation pertaining hereto, provided in each case that the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest or otherwise limit the disclosure. If a party discloses (or threatens to disclose) any Confidential Information of the other party in breach of confidentiality protections in this Section, the other party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being acknowledged by the

parties that any other available remedies may be inadequate. Client hereby consents to LeaseQuery disclosing Client's Confidential Information to contractors providing administrative, infrastructure and other support services to LeaseQuery, subcontractors providing services in connection with this Agreement, whether inside or outside of the United States, and actual or potential investors or acquirers. With respect to any NDA, notwithstanding anything to the contrary in such NDA, the obligations of the parties under such NDA shall be superseded in their entirety by the observance by the parties of the confidentiality obligations in this Agreement, and any Confidential Information shared under such NDA shall be treated as Confidential Information under this Agreement.

10. MISCELLANEOUS.

10.1 Notices. All notices, requests, consents, claims, demands, waivers and other legal communications related to this Agreement or any Sales Order shall be deemed to have been delivered (i) if delivered personally to the recipient or to an officer of the party, when received by such party, (ii) if delivered via certified mail, on the third Business Day following dispatch, or (iii) if delivered by nationally recognized overnight courier (with all fees prepaid), on the first Business Day following dispatch; provided, however, that (in the case of subclauses (i) through (iii) of this sentence) such notice shall be deemed effective only if delivered in accordance with this sentence and only if delivered to, or to the attention of, the individual(s) and address set forth in the Sales Order. Notwithstanding the foregoing, all notices provided in accordance with Section 5 or the last sentence of this Section 10.1 and consents provided in accordance with Section 10.3 may be provided via email, and any such notice or consent provided via email shall be deemed effective when such email is sent. Each party may modify its recipient of notices or the address for notices by providing notice pursuant to this Agreement.

10.2 Force Majeure. Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement or any Sales Order if such act, omission, or failure arises from any Force Majeure Event. The party unable to fulfill its obligations due to the Force Majeure Event will as soon as practicable notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure and use reasonable means to avoid or remove the cause and perform its obligations.

10.3 Marketing. Client acknowledges and agrees that LeaseQuery may use the name, logo or marks of Client and its affiliates in a representative client list or other marketing material. Client may revoke the rights granted in this paragraph at any time by providing at least thirty (30) days' written notice to LeaseQuery.

10.4 Third-Party Links. The Solution may contain Third-Party Links. Anything accessed through Third-Party Links from the Solution are independent from LeaseQuery, and LeaseQuery has no control over the software, website, security or information accessed through the Third-Party Links. Any Third-Party Links are provided to Client as a convenience, and LeaseQuery is not responsible for any Third-Party Links or any content thereof. In addition, provision of the Third-Party Links does not imply that LeaseQuery endorses or accepts any responsibility for the content or use of such Third-Party Links or the content thereof. Client acknowledges integrated third-party software providers may discontinue the integration with the Solution with or without notice, and LeaseQuery shall not be responsible for any discontinued integration.

10.5 Entire Agreement; Amendment and Modification. This Agreement (together with any Sales Order) contains the entire agreement and understanding among the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof, including, without limitation, any NDA. Payment of invoices shall not be dependent upon a Client-generated purchase order. Client's provision of any such purchase order under this Agreement shall be for the informational purposes only, and such purchase order will not modify the terms or become part of this Agreement, or otherwise affect either party's rights or obligations, in any way. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement. No modification, amendment, or waiver of any provision of this Agreement or any Sales Order shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

10.6 Interpretation. This Agreement is the result of negotiations between, and has been reviewed by, the parties and their respective legal counsel, and shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. If any date on which a party is required to make a payment or a delivery pursuant to the terms of this Agreement or a Sales Order is not a Business Day, then such party shall make such payment or delivery on the preceding Business Day. Any schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

10.7 Severability. If any provision of this Agreement or any Sales Order is held to be invalid, illegal, or unenforceable, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of this Agreement or such Sales Order will remain in full force and effect.

10.8 Waiver. Failure of either party to seek remedy of any breach of any portion of this Agreement or any Sales Order by the other party from time to time shall not constitute a waiver of such rights in respect to the same or any other breach.

10.9 Assignment. Client shall not assign, voluntarily or involuntarily, all or any portion of this Agreement (or any Sales Order) without the prior written consent of LeaseQuery, provided that, upon advance written notice to LeaseQuery, Client may assign all (or a portion) of its rights and obligations under this Agreement (together with all Sales Orders) without LeaseQuery's consent to a successor by merger or a purchaser of all or substantially all of Client's assets, but only if, as reasonably determined by LeaseQuery, such successor or purchaser is not a competitor of LeaseQuery. In the event of a purported assignment or delegation of any of Client's rights or obligations under this Agreement (or any Sales Order) made in violation of this section, such assignment or delegation shall be void, and LeaseQuery shall have the right to terminate this Agreement immediately upon written notice to Client without limiting any of LeaseQuery's other rights or remedies herein. Any assignment or delegation that is made in accordance with this section shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

10.10 No Third-Party Beneficiaries. This Agreement and any Sales Order are for the sole benefit of the parties hereto and their respective permitted successors and assigns and nothing herein or in any Sales Order, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement or any Sales Order.

10.11 Limitation on Actions. No action relating to any Dispute (other than to collect unpaid invoices) may be brought more than one year after the cause of action accrued, and Client shall not raise any Dispute based on the alleged inaccuracy of an invoice more than ninety (90) days after the invoice date.

10.12 Survival. Notwithstanding anything herein to the contrary, the provisions of Section 1, Section 3.1, Section 3.2, Section 3.6, Section 4, Section 5.5, Section 6.4, Section 8, Section 9 and Section 10 hereof shall survive any termination or expiration of this Agreement.

10.13 Conflicts. In the event of a conflict between the terms of this Agreement and a Sales Order, the terms of this Agreement shall control, except to the extent that a Sales Order expressly provides that certain provisions therein shall control over specified provisions of this Agreement.

10.14 Governing Law. Issues of arbitrability shall be determined by an arbitrator in accordance with the federal substantive and procedural laws relating to arbitration; in all other respects, all matters arising out of or relating to this Agreement or any Sales Order shall be governed, construed and enforced in accordance with the laws of the State of Delaware, without reference to the conflicts of law principles that would require the application of any other law.

10.15 Arbitration. Any Dispute (including, without limitation and for the avoidance of doubt, the determination of the scope or applicability of this Section) shall be finally determined and resolved on an individual basis by binding arbitration in Atlanta, Georgia. The arbitration shall be administered by JAMS Mediation, Arbitration and ADR Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures, if applicable (collectively, the "Rules") that are in effect at the time of the commencement of the arbitration, except to the extent modified by this section. LeaseQuery and Client agree that, by choosing individual arbitration as the means of dispute resolution, each party waives the right to a jury trial and to assert class or collective action claims against the other. The obligation to arbitrate shall extend to and encompass any claims that either party may have or assert against any of the other party's personnel. The arbitration shall be conducted before one arbitrator to be appointed in accordance with the applicable provisions of the JAMS Rules. No arbitrator may serve as an arbitrator with respect to the Dispute unless such arbitrator agrees in writing to abide by the terms of this section. Except with respect to the interpretation and enforcement of these arbitration procedures, the arbitrator shall apply the governing law set forth herein in connection with the Dispute. The arbitrator shall have no power to award damages inconsistent with this Agreement, including the limitations on liability herein. To the extent the arbitration is governed by JAMS' Streamlined Arbitration Rules and Procedures, no discovery shall be permitted in connection with the arbitration, except to the extent that it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery. The parties and the arbitrator shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. This clause shall not preclude LeaseQuery from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Except as set forth in Section 3.2 and Section 5.1 of this Agreement, each party shall bear its own costs in connection with a Dispute, including, without limitation, attorneys' fees and arbitration costs, provided that the parties shall share the fees and expenses of the arbitration tribunal and arbitrator equally.

10.16 If Client is a U.S. federal government department or agency or contracting on behalf of such department or agency, all services described herein, including the provision of access to the Solution and all Professional Services, are "Commercial Items" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software

Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, and supporting Professional Services in accordance with paragraph (5) of the definition of “Commercial Item” in 48 C.F.R. §2.101. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, access to the Solution and supporting Professional Services are provided to Client with only those rights as provided under the terms and conditions of this Agreement and any applicable Sales Order.

10.17 Multiple Counterparts. This Agreement and any Sales Order may be executed in multiple counterparts, including facsimile signatures (e.g., pdf files) and digital signatures using digital software that electronically captures, or otherwise allows a signatory to adopt, an identifying mark as such person’s signature to this Agreement or such Sales Order (e.g., DocuSign®), each of which shall be deemed an original, but all of which shall be deemed to be one and the same agreement. A signed copy of this Agreement or a Sales Order delivered by e-mail or other means of electronic communication shall be deemed to have the same legal effect as delivery of an original signed copy.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement as of the date last signed below.

LeaseQuery, LLC

By: _____

Name: Chris Ramsey

Title: Chief Revenue Officer

Date: _____

Dare County, NC

By: _____

Name: Robert Outten

Title: County Manager

Date: _____

Exhibit A
Service Level Agreements (SLAs)

LeaseQuery's Solution is a software-as-a-service based on a multi-tenanted operating model that applies common, consistent management practices for all clients using the service. This common operating model, which requires LeaseQuery to make uniform availability commitments across its client base, allows LeaseQuery to provide the high level of service reflected in its agreements with its clients. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

1. **Service Availability.** LeaseQuery's service availability commitment for a given calendar month is 99.9%, excluding Planned Maintenance. For purposes of calculating service availability, (i) "Total" means the total minutes in the month; (ii) "Unplanned Outage" means the total minutes for which Client notifies LeaseQuery within 30 days after the end of the applicable month and LeaseQuery confirms that the Solution is unavailable due to an unplanned outage during the month; and (iii) "Planned Maintenance" means the total minutes of planned maintenance during the month. Planned Maintenance will occur only between 12:00 a.m. (midnight) and 2:00 a.m. (Eastern Daylight Time), Monday through Friday, or, on Friday and Saturday, between 11:00 p.m. and 5:00 a.m. the following morning (Eastern Daylight Time). All times are subject to change upon reasonable notice. If actual maintenance occurs outside of the times reserved for Planned Maintenance, such time is considered an Unplanned Outage. If actual maintenance is less than the time reserved for Planned Maintenance, the difference will not be applied as a credit to offset any Unplanned Outage time for the month. The measurement point for service availability is the availability of the Solution at the hosting data center's internet connection points. Service availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100 \geq 99.9\%$$

2. **Noncompliance with Service Availability Commitment.** The consequences of a failure by LeaseQuery to meet the service availability commitment set forth above are set forth below:

- (a) First month of missed availability: If requested by Client, the parties shall meet telephonically, at Client's request, to discuss potential corrective actions.
- (b) Second consecutive month: 10% of the subscription fee for the applicable month.
- (c) Third consecutive month: 20% of the subscription fee for the applicable month.
- (d) Fourth consecutive month: 30% of the subscription fee for the applicable month.
- (e) Fifth consecutive month: 40% of the subscription fee for the applicable month.
- (f) Sixth consecutive month: 50% of the subscription fee for the applicable month.
- (g) More than six consecutive months: Within 30 days of such failure, either party shall have the option to terminate the Agreement.

Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon the expiration or termination of the Agreement, paid to Client directly or offset against other amounts due to LeaseQuery hereunder. The remedies set forth in this exhibit shall be Client's sole remedies and LeaseQuery's sole liability for missed service availability commitments.



Authorization to Present Service Weapon to Retiring Deputy Sheriff

Description

Deputy Sheriff C. Charlene Seto is retiring and Sheriff Doughtie requests permission to present her service weapon to her in recognition of her distinguished service as provided in North Carolina General Statutes.

Board Action Requested

Authorize the transfer of the service weapon in the amount of \$1.00 pursuant to the provisions of the General Statutes.

Item Presenter

Sheriff J. D. "Doug" Doughtie



Board Appointments

Description

The following Boards have appointments this month.

1. Aging Advisory Council
2. Planning Board
3. Commission for Working Watermen
4. Dare County Joint Community Advisory Committee
5. Older Adult Services Advisory Council

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Aging Advisory Council for the Albemarle Commission

Description

See attached summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January, 2021

AGING ADVISORY COUNCIL FOR THE ALBEMARLE COMMISSION

(Two Year Term)

The following have terms to expire this month:

Brandi Bohanan

(Current Term 2/17 – 2/19)

(Originally Apptd. 2/01)

Kaye White

(Current Term 2/17 – 2/19)

(Originally Apptd. 2/11)

Both would like to be reappointed.

No other applications have been received.

Other members:

See attached list

AGING ADVISORY COUNCIL FOR THE ALBEMARLE COMMISSION
(Two Year Term)

The Aging Advisory Council advocates on behalf of the senior population in their counties by reviewing and commenting on the laws, policies, actions and programs that affect older adults.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Brandi Bohanan Older Adult Services Director P.O. Box 1000 Manteo, NC 27954 475-5636 Nags Head Township	2/21	Apptd. 2/01 Reapptd.2/03,05,07,09, 11,13,15,17,19
Kaye White 423 W. Villa Dunes Dr. Nags Head, NC 27959 441-7062 Atlantic Township	2/21	Apptd. 2/11 Reapptd.2/13,15,17,19

NOTES: Meeting Date – Quarterly on a called basis
Albemarle Commission
Hertford, NC

CONTACT PERSON:
Jasmine S. Wilson, Aging Program & Contracts Specialist
Albemarle Commission Area Agency on Aging
512 South Church Street
Hertford, NC 27944

Emma Jane McDermott replaced Clinton Crawford 2/93.
Brandi Rheubottom replaced Jay Burrus 2/01.
Bel Pitcher filled the unexpired term of Emma Jane McDermott 9/03.
Kaye White filled vacant seat (Bel Pitcher) 2/11.

REVISED 2/19



Planning Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January, 2021

PLANNING BOARD

(Three Year Term)

The following have terms to expire in February:

John Finelli (At Large)

(Current Term 2/18 – 2/21)

(Originally Apptd. 3/03)

David Hines (District Three)

(Current Term 3/19 – 2/21)

(Originally Apptd. 3/19)

John Finelli and David Hines both wish to be reappointed.

Applications have been received from:

Kermit W. Skinner, Jr., John Cook, Allen Moran, William J. Overman, Jr.

Amanda Hooper, Aida Doss Havel, John Head

And Colleen R. Shriver

Other Members: See attached list

PLANNING BOARD
(Staggered/Three Year Term)

The Planning Board meets to review and recommend action on land use and Development plans and issues for the unincorporated areas of Dare County.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
James R. "Buddy" Shelton 291 Bayview Drive Stumpy Point, NC 27978 473-5572- Home 423-8659 – Work Buddy.shelton1959@gmail.com District 1	2-22	Apptd. 2-19
David Overton 418 Berry Drive Manteo, NC 27954 473-4802 At Large	2-23	Apptd. 2-08 Reapptd.2-11,14,17,20
John Finelli, Ch. Box 555 Kitty Hawk, NC 27949 261-8786 At Large	2-21	Apptd. 3-03 Reapptd.2-06,09,12,15,18
Beth Midgett P.O. Box 250 Hatteras, NC 27943 986-2346 District Four	2-23	Apptd. 8-04 Reapptd.2-06, 08, 11, 14, 17, 20
Terry Gore 140 N. Fearing Place Manteo, NC 27954 347-6710 (H),449-0539 (O) At-large	2-22	Apptd. 2-16 Reapptd. 2-19
Michael Barr 333 Eagle Dr. Kill Devil Hills, NC 27948 480-1499(H), 261-3266(O) District Two	2-23	Apptd. 8-12 Reapptd. 2/14,17, 20
David Hines 306 First Flight Run Kitty Hawk, NC 27949 252-573-9547 david@coastalncobx.com District 3	2-21	Apptd. 3-19

NOTES

MEETING DATE: 2ND Monday of each month
7:30 p.m., DCBOC Meeting Room

2/9/96 Attorney Cole referred to the Ordinance Book regarding appointments to the Planning Board. He noted that all appointments should be for three years after an initial staggered term of one, two and three years. The appointments have been for two years. He suggested that in order to comply with the ordinance, that the members whose terms expired in February be given one more year and the rest of the members be given one more year. Approved by the DCBOC, unanimous.

All Board members were appointed/reappointed on 2/3/97.

02/02 - Jim Kinghorn appointed to replace J.W. Kierzkowski.

03/03 - John Finelli replaced Jon Britt.

04/03 - Ricky Scarborough, Jr. appointed to fill unexpired term of Mary Aldridge.

08/04 - Beth Midgett filled unexpired term of Jim Kinghorn.

02/05 - Robert Lewis replaced Marcia Parrott.

09/05 - Catherine Morris filled unexpired term of Robert Lewis.

10/07 - Dan Oden, Jr. filled unexpired term of Joseph Thompson.

02/08 - David Overton replaced John G.B. Myers.

02/08 - Henry Haywood replaced Catherine Morris.

08/12 - Michael Barr filled unexpired term of Henry Haywood.

02/15 - Charles B. Read, Jr. replaced Dan Oden, Jr.

02/16 - Terry Gore replaced Elmer Midgett.

02/16 - John Finelli was moved to the At Large seat and apptd. Chairman.

02/16 - Charles Read was moved to the District 3 seat.

06/16 - Jeff Landreth filled unexpired term of Ricky Scarborough, Jr.

02/19 – James R. “Buddy” Shelton replaced Jeff Landreth who did not want to be reappointed

03/19 – David Hines filled the unexpired term of Charles B. Read. Jr. who resigned.

REVISED 3/19

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 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

Advisory Board or Committee interested in:

1st choice Transportation Advisory Board

2nd choice Planning Board

3rd choice Tourism Board

Name Amanda Harper

Mailing Address 1202 9th Ave.

City/State/Zip KDH, NC 27948

Email Address manda.harper@icloud.com

Telephone Home: _____

Business: 202-9923

Resident of Dare County: yes no

Occupation: Self Employed Tax Specialist

Business Address: same

Educational background:

BSBA ECU

Business and civic experience and skills:

previous candidate County commission, member of Working Watermen's & Parks and Rec, creator of Outer Banks Local Foods Council, PR chair Mommy & Me (2010) Co-Chair Firms Boosters (current)

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

Parks & Rec

Working Waterman's

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Karen Brown</u>	<u>Chamber</u>		<u>441-8144</u>
<u>Kathleen Brehony</u>	<u>Full Potential Living</u>		<u>413-4004</u>
<u>Tim White</u>	<u>Public Service Director</u>		<u>475-5910</u>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 11/10/2020 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11/10/2020

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Airport Authority

2nd choice PLANNING BOARD

3rd choice ~~Veterans Advisory Council~~

Name William J. OVERMAN, JR.

Address 110 Puddle Lane

City/State/Zip MANTEO, NC 27954-9595

Email Address ~~fourbranch@earthlink.net~~

Telephone Home: 252-473-2126 wjack.overman@gmail.com

Business: —

Resident of Dare County: yes no

Occupation: RETIRED U.S. NAVY

Business Address: —

Educational background:

B.S. WAKE FOREST UNIVERSITY

POST GRAD U OF PIT

Business and civic experience and skills:

Airport Authority early 2000s

Albemarle Commission

First Fit society Bd 20 YRS
1st Fit military OFFICERS ASS. (MOAA) Local chapter 4 YRS PRES
MOAA STATE President & Bd of DIRECTORS
4th BRANCH Bd (Federal co-chair)
Boy Scouts
109

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

NONE

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>CLARENCE SKINNER</u>			
<u>DR. CHARLES DAVIDSON</u>			
<u>JAY WHEELER</u>			

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 1/26/17 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 1/26/17

Application renewed
via attached letter
received 7/6/2020

Cheryl Aubry, Clerk.

William J "Jack" Overman, Jr
110 Puddle Lane
Manteo, NC 27954
473-2126
WJack.Overman@gmail.com

Please list me as desiring to be appointed to the
1st Airport Authority
2nd Planning Board



APPLICATION FOR APPOINTMENT TO
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Advisory Board or Committee interested in:

1st choice Waterways Commission

2nd choice Planning Board

3rd 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

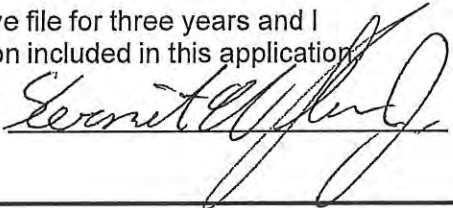
List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

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

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Advisory Board or Committee interested in:

1st choice Parks and Rec Board

2nd choice Planning Board

3rd choice Wildlife Board

Name John Cook

Address 109 Brakewood Rd

City/State/Zip Manteo, NC 27954

Email Address foresterjc@gmail.com

Telephone Home: 305-8122

Business: 252-542-0119

Resident of Dare County: yes no

Occupation: Forest Ranger - State of NC

Business Address: _____

Educational background:

BS Natural Resources, Masters in Forestry, NCSU

Business and civic experience and skills:

6+ years Dare Youth Sports Coaching

experienced in Environmental Education

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

Dean Tolson - clerk court - 2167114

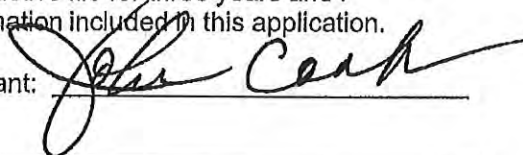
Bob Peele - Wanchese Industrial Park 4735867

Boone Vandzura - NPS Park Ranger 4758307

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 4/5/2019

Signature of applicant:



FOR OFFICE USE ONLY:

Date received: 4-5-19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Dist. 4

Advisory Board or Committee interested in:

1st choice Albemarle Commission

2nd choice Tourism Board

3rd choice Planning Board

Name Aida Doss Havel

Address P.O. Box 676

City/State/Zip Rodanthe, NC 27968

Email Address aidahavel@gmail.com

Telephone Home: 919-740-7031

Business: Same

Resident of Dare County: yes no

Occupation: Attorney

Business Address: (same as above)

Educational background:

BA, Davidson College, 1980; JD, UNC-Chapel Hill, 1984;

Masters in Conflict Resolution, UNC-G, 2015

Business and civic experience and skills:

- ① 30+ years in the legal system, first as a litigator, now as a mediator and peacemaker
- ② Extensive election administration experience, including 4 years on the Wake County Board of Elections, the last 2 as chair.
- ③ Extensive Board experience, including chair/president

of Friends of the Outer Banks History Center and
Unity Church of the Triangle.

④ Extensive board & committee service in multiple
legal organizations, including the Wake County Bar
Association and the NC Bar Association.
Other Boards/Committees/Commissions on which you presently serve:

Because I have just recently moved to Dare
County, I do not presently serve on any boards
or commissions, but I would very much
like to get involved (which is why I am making
this application).

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
Mr. Danny Couch	Commissioner/Realtor		252-475-4477
Mr. Gary Sims	Director, Wake County Board of Elections		919-856-6240
Ms. Tama Creef	Archivist, Outer Banks History Center		252-473-2655

I understand this application will be kept on the active file for three years and I
hereby authorize Dare County to verify all information included in this application.

Date: 12/12/18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 12-14-18

AIDA DOSS HAVEL

P.O. Box 676

Rodanthe, North Carolina 27968

(919) 740-7031

www.havellaw.com, aida@havellaw.com, aidahavel@gmail.com

EDUCATION

- B.A., Davidson College, Davidson, North Carolina, 1980
- Certificate, University of Denver Publishing Institute, Denver, Colorado, 1980
- J.D., UNC School of Law, Chapel Hill, North Carolina, 1984
- Master's Degree in Peace and Conflict Studies, UNC-G, Greensboro, North Carolina, 2015

LAW SCHOOL ACTIVITIES

- North Carolina Law Review
- Medical Conditions Supervisor, Prisoners' Rights Project
- International Moot Court participant

MEMBERSHIPS

- North Carolina State Bar (admitted 1985)
- North Carolina Bar Association (Family Law and Dispute Resolution sections; current Co-Chair of The Civil Collaborative Committee of the Dispute Resolution section)
- Wake County Bar Association
- International Academy of Collaborative Professionals
- Global Collaborative Law Council

EMPLOYMENT

- **Participating Attorney**, Just Us (a collaborative law practice group) November 2018 - present
- **Participating Attorney**, Separating Together (a collaborative law practice group) November 2010 – November 2018
- **Attorney at Law**, Law Offices of Aida Doss Havel, January 2006 – October 2010
- **Attorney & Senior Partner**, Doss & Willis, L.L.P., August 1992 - December 2005
- **Associate Attorney**, Stratas & Weathers, October 1989 - July 1992
- **Associate Attorney**, Faison & Brown, October 1988 - September 1989
- **Attorney at Law**, Law Offices of Aida Fayar Doss, January 1987 - September 1988
- **Staff Attorney**, North Carolina Court of Appeals, March 1985 - December 1986
- **Marketing Assistant**, Harper & Row Publishers, New York, NY, September 1980 - May 1981

LEGAL ACTIVITIES AND HONORS

- Presentation to ABA Dispute Resolution Section annual meeting (anticipated April 2019)
- Presentations to two national collaborative law organizations (GCLC and IACP), 2018
- Course Planner and presenter/trainer at 5+ CLE seminars across North Carolina, 2016-2018
- Board Member, **Wake County Bar Association**, 2016-2018
- With the Honorable Christine Walczyk, Wake County District Court Judge, created and implemented a new volunteer mediation program in Family Court, 2015

- Presentation on Collaborative Law to students, faculty, and attorneys at UNC-Charlotte School of Law, 2015
- With the Honorable Jennifer M. Green, Wake County District Court Judge, created and implemented a new court to mediate custody claims in domestic violence cases, 2013-2014
- Taught family law, collaborative law, and elections law to a visiting group of mediators from Belarus, April 2014
- Co-taught a 15-hour Basic Collaborative Law course, April 2014, April 2015, Spring 2017
- Taught mediation to a co-housing group, January 2014
- Authored "Ten Things You Probably Didn't Know About Collaborative Law" for the December 2013 issue of the NC Advocates for Justice' *Trial Briefs* magazine
- Participant in panel presentation on "The Paradigm Shift" at Campbell Law School Symposium on "The Virtuous Lawyer," 2013
- IACT Leadership Committee (www.iactprogram.com), July 2011 – present
- Team taught two multi-day seminars (3 days and 4 days) on Collaborative Law in the Health Care Context, 2011 and 2012
- Presentation on Collaborative Law to family law class at NC Central School of Law, 2010, 2011, and 2012
- Ongoing presentations about NC family law to mediators seeking certification as Family Financial Mediators, 2010-present
- Participant, NCBA's "4All" Day of Service call-in program, 2009, 2010, 2012, and 2014
- Presentation on "Financial Issues in Family Law" to Triangle Pastoral Counseling, 2009
- Presentation on "Starting Your Own Family Law Practice" to the NC Advocates for Justice (formerly Academy of Trial Lawyers), 2008
- Ongoing presentations to women in recovery at The Healing Place, 2008 - 2010
- Wake County Family Court Improvement Committee, 2007 – present
- Original Bench/Bar Transitional Family Court Committee, 2002
- Women's Center Legal Hotline, 1990 - 2003
- President, Wake County Family Lawyers, 1990 – 1991
- Outstanding Volunteer Lawyer Award, 1996
- Taught seminar on Family Law for attorneys, 1993
- Lectured to various paralegal classes on Family Law, early 1990s
- Lectured to State government employees on wills and other estate documents, early 1990s

ADVANCED LEGAL TRAINING

- Trained in Advanced Non-Violent Communication, 2010, 2012
- Trained in Advanced Collaborative Law, 2008
- Trained as a Parent Coordinator, 2007
- Trained in Non-Violent Communication, 2007
- Trained as a Family Financial Mediator, 2006
- Trained in Collaborative Law, 2005

CIVIC INVOLVEMENT

- **Dare County Board of Elections** precinct official, May 2018 – present
- **Wake County Board of Elections** Coordinator, July 2014 – November 2016
- Authored "A Handbook for New County Board of Elections Members in North Carolina," August 2013; presented copies to all 300 county Board of Elections' members
- Presentation on "County Board Members 101: What You Need to Know" at statewide training for 300 county board of elections members, August 2013
- Chair, Wake County Board of Elections, July 2011 – July 2013
- Secretary, Wake County Board of Elections, July 2009 – June 2011

- **Legislative Liaison**, Election Boards Association of North Carolina, July 2009 – July 2013
- **Chief Judge** in Precinct 11-02, August 2007 – July 2009
- **Wake County Board of Elections** precinct official in Precinct 11-02, 1994 – July 2009
- President, Board of Trustees, **Unity Church of the Triangle**, April 2011 – March 2012 (Vice-President, June 2010 – March 2011; member at large, March 2010 – June 2010, March 2012 – March 2013)
- Board Member, **Friends of the Outer Banks History Center**, November 2011 -- present
- Board Member, **Triangle Pastoral Counseling**, 2008 - 2011
- Board Member, **NC-GALA** (Gay and Lesbian Attorneys), 2007 - present
- Ongoing participation in **Capital Area Teen Court**, 2013 – 2015
- Participated in tutoring relocated Montagnard parents and children, February 2013 – December 2014
- Participated in remodeling a disabled child's bedroom with April's Angels in Pittsboro, North Carolina, May 2012
- Participated in a support circle for a local homeless family through Unity Church of the Triangle and Catholic Charities, 2010-2011
- Participated in rebuilding a Katrina-destroyed home with the St. Bernard Project in Chalmette, Louisiana, May 2009

POLITICAL ACTIVITIES

- Member, Dare County Democratic Party and Dare County Democratic Women, May 2018 – present
- Secretary, Wake County Democratic Party, January 2009 – April 2009 (resigned due to a statutory conflict)
- Member, Wake County Democratic Women, 2006 - 2009
- Member, Lillian's List, 2004 – 2009
- Member, ACLU, 2004 – 2009
- Member, League of Women Voters, 2004 – 2009

PERSONAL

- Married to John M. Havel; one stepson; two cats

APPLICATION FOR APPOINTMENT TO
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Advisory Board or Committee interested in:

1st choice Planning Board

2nd choice _____

3rd choice _____

Name John Head

Address PO Box 336

City/State/Zip Frisco, NC 27936

Email Address john@colonyrealtycorp.com

Telephone Home: 252-216-7807

Business: 252-995-5500

Resident of Dare County: yes no

Occupation: Real Estate Sales

Business Address: 52327 NC 12 Hwy, Frisco 27936

Educational background:

High School

Continual learning through Business education and Coaching, NAR Leadsiph 100-300

Business and civic experience and skills:

Outer Banks Association of Realtors (OBAR) President 2017 and Director 2011, 2012, 2016, 2017 and 2018

316 Ministries, Hatteras Island Youth outreach From 2000 to 2016

Other Boards/Committees/Commissions on which you presently serve:
OBAR Legislative Committee, OBAR Education Committee

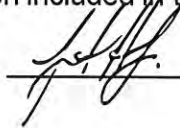
President, Board member of the Bertie County Hunt Club, INC

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
Beth Midgett	Property Management	252-996-0133	
Barrett Bodiford	Cres Com Bank	252-995-3250	
Jon Williams	Construction	252-995-2088	

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: 08/28/2018 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 8/28/18

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

- 1st choice Planning Board 4.) Board of Adjustment
- 2nd choice ABC Board 5.) Equalization & Review
- 3rd choice Tourism Board 6.) Health & Human Services

Name Allen Moran

Address 381 Mother Vineyard Rd

City/State/Zip Manteo, NC 27954

Email Address allenm@darenc.com

Telephone Home: (252) 423-1309

Business: (252) 475-9222

Resident of Dare County: yes no

Occupation: Police Officer / Real Estate Broker / Restaurateur

Business Address: 7623 S. Virginia Dare Trl Nags Head, NC

Educational background:

NC licensed real estate broker, NC Justice Academy,

College of the Albemarle

Business and civic experience and skills:

Rotary International Community Service Chair (Manteo, 2012),

U.S. Restaurant Association Board Member

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

NCDOT Board, Roanoke Island Community Center,
Albemarle Regional Planning Organization,
Peanut Belt Regional Planning Organization

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>RV Owens</u>	<u>Self-Employed</u>	<u>Manteo, NC</u>	<u>216-8079</u>
<u>Doog Daughtie</u>	<u>Sheriff (Dare)</u>	<u>KDH, NC</u>	<u>216-9898</u>
<u>Marc Basnight</u>	<u>Retired</u>	<u>Manteo, NC</u>	<u>216-6703</u>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 02/02/2016 Signature of applicant: *Alce M*

FOR OFFICE USE ONLY:

Date received: _____

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:

1st choice Planning Board, Roanoke Island & Mainland District

2nd choice _____

3rd choice _____

Name Colleen R. Shriver

Address 118 Carolina Ct West

City/State/Zip Manteo, NC 27954

Email Address colleen@sunandsea.com

Telephone Home: _____

Business: 252-305-4585

Resident of Dare County: yes no

Occupation: Real Estate Agent

Business Address: CENTURY 21 Nachman Realty

Educational background:
High school graduate. Extended education includes professional education
in the licensing fields of Insurance and Real Estate.

Business and civic experience and skills:
Self employed real estate licensee, 2015 Pres. Outer Banks Association of
REALTORS, Served on or Chaired Association's Legislative Committee 6 yrs

Other Boards/Committees/Commissions on which you presently serve:
Vice-Chair Outer Banks Association of REALTORS Legislative Committee,

Member: Finance & Budget, ByLaws & Policy, RPAC Committees

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
Willo Kelly, Executive Officer OBAR, 201 Eighth St, Nags Head 252-441-4026

J. Duke Geraghty, Starco Construction, 103 The Winery, Manteo 252-202-8861

Carl Curnutte, Dir. Elizabethan Gardens, 1411 Nat'l Park Dr Manteo 2524733234

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 1-11-2019 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 1-11-19



Commission for Working Watermen

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January, 2021

BOARD APPOINTMENTS

DARE COUNTY COMMISSION FOR WORKING WATERMEN

The following have terms to expire this month:

Jamie Reibel

(Charter Boat Captain)
(Current Term 1/19 – 1/21)
(Originally Apptd. 1/19)

Steve House

(Commissioner Representative)
(Current Term 1/19 – 1/21)
(Originally Apptd. 1/19)

**Both would like to be reappointed.
Their terms will be for two years.**

Applications are on file for:

Sandy Kuhl-Griffio, Sharon Kennedy and Charles Locke

Other Members:
See attached list

COMMISSION FOR WORKING WATERMEN

(Staggered Terms)

(Charter Boat Captain 2yr, Commercial Fisherman 3yr, Fish House Dealer 3yr and Chairman 2yr)

This Commission works to protect and enhance the commercial fishing industry in Dare County. The Commission monitors and advises the Dare County Board of Commissioners regarding pending or proposed laws, rules, regulations, fishery management plans and coastal habitat plans, as they relate to commercial fishing in the County.

<u>MEMBERS</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Jamie Reibel (Charter Boat Captain) 305 Sir Walter Raleigh St. Manteo, NC 27954 252-473-8051 phideaux@charter.net	1/21	Apptd. 1/19
Joe Wilson (Commercial Fisherman) 379 ER Daniels Road Wanchese, NC 27981 252-473-1235	1/23	Apptd. 1/19 Reapptd. 1/20
(Non-Voting Science Advisor) vacant		
Dewey Hemilright (Commercial Fisherman) P.O. Box 667 Wanchese, NC 27981 252-473-0135 fvtarbaby@embarqmail.com	1/23	Apptd. 1/19 Reapptd. 1/20
Steve House, Chairman (Commissioner Rep.) 288 N. Dogwood Trail P.O. Box 1093 Southern Shores, NC 27949 252-216-8985 Steve.house@darenc.com	1/21	Apptd. 1/19
Alana Harrison (Fish House Dealer) P.O. Box 522 Hatteras, NC 27943 252-986-2039 Alanaharrison22@gmail.com	3/22	Appt. 3/19

Amanda Hooper Walters
(Commercial Fisherman)
1202 9th Avenue
Kill Devil Hills, NC 27948
252-202-9923
Manda.hooper@icloud.com

5/22

Appt. 5/19

Joey J. Vandyke
(Commercial Fisherman)
52084 Piney Ridge Road
Frisco, NC 27936
252-475-0402
captjoeyvandyke@gmail.com

5/22

Appt. 5/19

Notes: The creation date and appointment of members is 5/19/08. Terms are staggered running from 6/1 – 6/30. The Chair is appointed every year in December.

At the request of Commissioner Steve House, the Board voted to approve the following items related to the reorganization of the Commission for Working Watermen: Amend the Bylaws to add a non-voting Science Seat; Amend the Bylaws to meet quarterly and as needed, instead of monthly; Amend the Bylaws to establish a quorum with four members instead of five.

Appoint Commissioner Steve House as Chairman of the group with a 2-year term.

Appoint Reibel (Charter Boat Captain) with a 2-year term; Appoint Joe Wilson (Commercial Fisherman) with a 1 year term; Appoint Dewey Hemilright (Commercial Fisherman) with a 1-year term; Appoint Sara Mirabilio to the non-voting Science Advisory seat with a 3-year term.

The Board of Commissioners was informed that the following appointments would be made at a future meeting: Fish House Dealer with a 3-year term, Commercial Fisherman with a 3-year term
Commercial Fisherman with a 3-year term

Updated 01/20

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Dare County Comm Working Watermen

2nd choice _____

3rd choice _____

Name Sandy Kuhl-Griffin

Address 323rd ER Daniels

City/State/Zip Wanchese NC 27981

Email Address Kuhlbrezeze60@gmail.com

Telephone Home: 252-473-8623

Business: _____

Resident of Dare County: yes no

Occupation: AB-Ferry NC Hatteras

Business Address: _____

Educational background:

Associate's degree (business) COA

Business and civic experience and skills:

owned operator charter business/commercial
fishing / sightseeing

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

N/A

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Tim Jennette	Capt (Ferry)	47411 Flowers Rd. Buxton	305-4436
Joe Sherling	Retired US Army	295 Batson NN VA	757-358-4062
Paul Spencer	Owner-Spencer Yts.	Wanchese-	202-2628

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: 10-25-2018 Signature of applicant: [Handwritten Signature]

FOR OFFICE USE ONLY:

Date received: 10-25-18

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:

1st choice net fisherman

2nd choice Gill net

3rd choice Crabber

Name Sharon Peele Kennedy

Address Box 580

City/State/Zip Buxton NC 27920

Email Address horizonseeker@hotmail.com

Telephone Home: 252-305-5592

Business: _____

Resident of Dare County: yes no

Occupation: Blue Collar Cook Radio, Cooking educate

Business Address: _____

Educational background:

1-12 vocation

Business and civic experience and skills:

Bed & Breakfast, Lifetime Commercial Fishing
Restaurant, event organizer Family

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

nc. Catch

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
Belinda Willis	Lee Robinson	Hatteras	255-986-7
Pam Staffel	Shore Details	Frisco	252-216-8
Missie Smith	MAXX Radio	Nags head.	252-449-6

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: 10-19-18 Signature of applicant: Sharon P. Kennedy

FOR OFFICE USE ONLY:

Date received: 10-22-18

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Commission for Working Watermen

2nd choice _____

3rd choice _____

Name CHARLES THOMAS LOCKE

Address P.O. Box 761 139 PINE Rd.

City/State/Zip WANHESE, N.C. 27981

Email Address OBX.LOCKE@AOL.com

Telephone Home: N/A

Business: 252 982-6488

Resident of Dare County: yes no

Occupation: Commercial Fisherman

Business Address: Wanheese, N.C.

Educational background:

High School Diploma

Business and civic experience and skills:

3rd Generation Waterman / Full Time Commercial Boat Owner / OPERATOR SINCE 1995

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

NC. Finfish Committee on Both STRIPED MULLET AND SEA MULLET

Large WHALE TRT MEMBER / H.M.S. SHARK RESEARCH PARTICIPANT LAST 8 YEARS

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Sara Mirabilio</u>	<u>fisheries specialist, NC Sea Grant Extension Program,</u>	<u>PO Box 699, Manteo, NC 27954</u>	<u>252-475-15488 (office)</u>
<u>Susan West</u>	<u>freelance journalist & community activist,</u>	<u>PO Box 52,</u>	<u>252-998-4131 (home/cell)</u>
<u>BENNY ONEAL</u>	<u>ONEALS SEA HARVEST</u>		<u>252 423-3030</u>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 10/20/18 Signature of applicant: Charles James Forke

FOR OFFICE USE ONLY:

Date received: 10-22-18

Hand Delivered by
SARA Mirabilio 10/22/18



Dare County Joint Community Advisory Committee

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January, 2021

BOARD APPOINTMENT

DARE COUNTY JOINT COMMUNITY ADVISORY COMMITTEE
(NURSING HOME COMMUNITY ADVISORY COUNCIL)

(Three Year Term)

The Dare County Joint Community Advisory Committee (Nursing Home Community Advisory Council) serves as an advocate through monitoring of care and resolution of grievances of nursing home patients or their families. The Council meets when needed.

The following term expires this month:

Jim Tobin

(Current Term 1/2018-1/2021)

Commissioner Tobin would like to be reappointed.

Other Members:
See attached list

DARE COUNTY JOINT COMMUNITY ADVISORY COMMITTEE
(Nursing Home Community Advisory Council)
(One Year Term, Three Year if reappointed)

Dare County Joint Community Advisory Committee (Nursing Home Community Advisory Council) was established to maintain the intent of the Nursing Home and Adult Care Home Resident Bill of Rights within nursing homes and adult care homes across the state. The Committee promotes community involvement and cooperation to ensure quality of care for older adults. The Committee is responsible for advising the County Commissioners of the general conditions that exist in Dare County's long-term care facilities.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Jim Tobin (Ex-Officio) 6951 Pecan Lane PO Box 243 Manns Harbor, NC 27953 Jim.tobin@darenc.com 216-7732 (C)	1-21	Apptd 6-17 Reaptd. 1-18
Mary F. Pendill 129 Dogwood Circle Manteo, NC 27954 obxmamap@hotmail.com 252-473-3589 (H) 252-423-0757 (C)	9-22	Apptd. 9-18 Reaptd. 9-19
Mary Jernigan P.O. Box 345 Kill Devil Hills, NC 27948 252-305-1005	1-22	Apptd. 1-16 Reaptd. 1-19
Pamela "Susie" Walters 415 W. Raceview Court PO Box 1075 Nags Head, NC 27959 pswalters@earthlink.net 252-441-9218 (H) 252-207-5846 (W)	9-22	Apptd. 9-18 Reaptd. 9-19
Vacant		
Vacant		

NOTES:

MEETING INFO: Quarterly, 10:00 a.m. at the Baum Center

MEMBERS COMPENSATED: No

WHEN APPOINTMENTS ARE MADE NOTIFY:

Brandi Jordan, Regional LTC Ombudsman
The Albemarle Commission
P.O. Box 646, Hertford, NC 27944
252-426-5753, ext. 225
252-426-8482 (fax)

The Nursing Home Community Advisory Committee acts as a liaison between the Albemarle Commission and Peak Resources Nursing Home.

Marjorie Lane, Ombudsman of the Albemarle Commission called to ask for a copy of Mr. Russell Langley's letter of resignation from the Nursing Home Advisory Committee. Ms. Lane said that by law only 5 members from Dare County should be on the Board. She recommended not replacing Mr. Langley since there were 5 members after his resignation. She also advised the law provides that one of the members is to be an individual recommended by the Nursing Home. She asked that the next time a term is due to expire, this slot be filled by such a person.

Dorothy Meers replaced Polly Bernd 9/90; Dawn Gibbs replaced Alice Basnight 4/91.

Roy Riddick appointed to fill unexpired term of Emma Cannady. He can only be appointed for 1 year since this is his first appointment. His term will expire 1/94.

Liz Ann Creef appointed to fill term of Dorothy Meers 1/95. Ms. Creef's term will expire 9/95, Liz Ann Creef reappointed in 9/95 but later declined. Mary Hall appointed to fill her term 11/95, Helen Beshens replaced Dawn Gibbs 1/97; Lib Fearing replaced Dawn Gibbs 1/97.

Comm. Hassell replaced Roy Riddick. Her term will expire 1/97. Louise Gray replaced Katherine McKimney on 3/97. Lovey Moore replaced Helen Beshens and Eleanor Meekins replaced Lib Fearing, both who could not serve due to family member being a resident of Britthaven. 6/97

Comm. Anna Sadler replaced Shirley Hassell 1/99; Mary Conway replaced Lovie Moore 12/00.

Renee Cahoon filled unexpired term of Anna Sadler 1/01. Joann Williams replaced Louise Gray 3/01; Peggy Thank filled unexpired term of Mary Hall 5/01. Lib Fearing apptd. to fill unexpired term of Joann Williams 9/03. Kaye White apptd. to fill unexpired term of Renee Cahoon 9/03.

Renee Cahoon can only serve as an ex-officio member and not as an active voting member of the board according to NCGS. Dell Collins replaced Mary Conway 1/05; Gail Sonesso replaced Patricia Schwartz 1/05. Virginia Tillett replaced Renee Cahoon 1/05; Cyrithia Kalongi replaced Dell Collins 1/06. Frank Hester filled unexpired term of Peggy Thank 5/07. Jackie Wenberg replaced Gail Sonesso 2/08. Steve Jennette filled unexpired term of Jackie Wenberg 11/08.

Appollonia (Bella) Reber filled unexpired term of Frank Hester and Phelpie Edmondson filled unexpired term of Steve Jennette 9/09. Roger Barnett apptd. to fill unexpired term of Phelpie Edmondson 4/10. Janet Jordan replaced Kaye White 1/11. Laurie Worsley apptd. to fill vacancy left by Lib Fearing 6/11. Anita Edwards apptd. to fill unexpired term of Laurie Worsley who could not continue to serve due to a conflict 8/11. Comm. Wally Overman filled unexpired term of Virginia Tillett 10/13. Linda Putnam appointed to fill unexpired term of Appollonia Reber 10/14.

Margaret Umphlett replaced Wally Overman 1/15; Mary Jernigan replaced Roger Barnett 1/16. Melissa McCarter filled unexpired term of Janet Jordan 7/16.

Diannalea Knight filled unexpired term of Anita Edwards 12/16. Jim Tobin filled unexpired term of Margaret Umphlett 6/17. Cyrithia Kalonji and Diannalea Knight were removed from the Committee after Dare County rec'd official notification from the State that they were not eligible for continued service based upon not completing the training requirements that are mandated by the NC General Statutes 2/19/18. The Board recommended that the applications of Richard

Burriss & Susie Walters be forwarded to the Ombudsman to undergo training 3/5/18; Pamela "Susie" Walters appointed by DCBC 9/18; Mary F. Pendill appointed by DCBC – 9/18

Melissa McCarter resigned 8/19; Mary F. Pendill and Pamela Walters reapptd. 9/19

Amber Jennings and Bonnie Bennett apptd. one year term 12/19, Amber Jennings resigned 3/20. Bonnie Bennett resigned 8/20

REVISED 01/21



Older Adult Services Advisory Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January, 2021

Board Appointment
Older Adult Services Advisory Council
(Four Year Term)

The following term expires this month:

Jim Tobin
Current Term 6/2017 – 1/2021

Commissioner Tobin would like to be reappointed.

Other Members:
See attached list

OLDER ADULT SERVICES ADVISORY COUNCIL

(Four Year Term)

**This Council advises Dare County in its efforts to promote, organize, plan,
and coordinate services and programs for residents and visitors to
Dare County who are 55 years of age and older.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Linda Lengyel P.O. Box 211 Hatteras, NC 27943 937-623-3258 North Hatteras Island Area	11-22	Apptd. 3/13 Reapptd. 11/14, 18
Mary Pendill 129 Dogwood Circle Manteo, NC 27954 252-423-0757 (Cell), 252-473-3589 (H) Manteo Area	11-22	Apptd. 11/14 Reapptd. 11/18
Cynthia Harris, Vice-Chair. 92 S. Dogwood Trail Southern Shores, NC 27949 703-402-6288 South Beach Area	11-21	Apptd. 11/15 Reapptd. 11/17
Melissa Turnage 108 Rhodoms Dr. Kill Devil Hills, NC 27948 252-256-0026 (H), 252-475-5585 (O) Social Services Rep.	11-22	Apptd. 12/16 Reapptd. 11/18
Lynne Bloomfield, Chair 5024 Lindbergh Ave. Kitty Hawk, NC 27949 252-261-8937 (H) Irbloomfieldkhnc@charter.net Adult Services Rep.	11-23	Apptd. 11/14 Reapptd. 11/15, 11/19
Apollonia (Bella) Reber 2802 Seahorse Court Kitty Hawk, NC 27949 252-255-0925 (H), 252-455-5159 (C) Adult Services Rep.	03-24	Apptd. 3/20

Craig S. Albert 74 Gravey Pond Lane Southern Shores, NC 27949 440-666-2208 graveypond@yahoo.com North Beach Area	11-21	Apptd. 2/19
Barbara Franchi 6053 Martin's Point Road Kitty Hawk, NC 27949 252-261-0164 bafranchi@charter.net	07-24	Appt. 7/20
Claudia Hennessey P.O. Box 740 Avon, NC 27915 252-995-6662 Wanchese Area	11-21	Apptd. 11/15 Reapptd. 11/17
John Clark 216 Harbour Rd. Kill Devil Hills, NC 27948 252-715-0284 Central Beach Area	11-20	Apptd. 11/16
Jim Tobin 6951 Pecan Lane PO Box 243 Manns Harbor, NC 27953 Jim.tobin@darenc.com 252-216-7732 DC Commissioner	1-21	Apptd. 6/17

NOTE: MEETING INFO: 2nd Wednesday, 10:00 a.m., except June, July, Aug. Meetings rotate between Baum Center, Dare Center and Fessenden Center

CONTACT INFO: Lynne Bloomfield, Chair
Cindy Harris, Vice-Chair
Brandi Bohanan, Dir., Baum Center

MEMBERS COMPENSATED: No
Commissioner Byrd replaced Commissioner Perry 9/97; Walter Parker replaced Herb Barr 11/97.
Josephine Fessler replaced Lovie Midgett 11/97.
Alpean Midgett apptd. to fill unexpired term of Louise Rossiter who resigned 11/97.
Henry Haywood apptd. to fill term Marge Keys 3/99;
Edna P. Fehrmann apptd. to fill unexpired term of Marge Keys 3/99.
Kathy Crowder replaced Jimmy Williams and Marjorie Midgett replaced Roy Midgett 11/99.

Grace Fruit replaced Edna Fehrmann 10/00; Cheryl Byrd's appt. tabled til 12/18/00.
Geneva H. Perry filled unexpired term of Comm. Cheryl Byrd 1/01.
Lovie Midgett apptd. to fill unexpired term of Alpean Midgett 4/01.
Shirley Venente replaced Walter Parker and Barbara Brenner replaced Josephine Fessler 1/02.
Mary Conway replaced Dell Collins 1/03 and Jonna Midgett replaced Sue Judge 1/03.
Virginia Tillett filled unexpired term of outgoing Comm. Geneva Perry 2/03.
Joe Rongo replaced "Fritz" Winfree 11/03; Annie Rose Wells filled unexpired term of Gee Fruit 3/04.
Paulette Prodanchek filled term of Barbara Brenner 4/05;
Lynda Hester filled term of Mary Conway 4/07.
Lynn Thomas filled term of Joe Rongo & Georgia Ellis filled term of Annie Rose Wells 8/07.
Judith Link filled unexpired term of Shirley Venente 5/08.
Steve Jennette filled term of Lovie Midgett 12/08; Gisele Mead filled term of Lynda Hester 1/09;
Linda Lenguel filled unexpired term of Steve Jennette 3/14.
Lynn Bloomfield filled term of Julia Haywood and David Faudie filled term of Betse Kelly 11/14.
Margarette Umphlett filled unexpired term of Virginia Tillett 12/14.
11/2/15: Cynthia Harris apptd. to South Beach seat, Sandra Clark to Mainland seat & Claudia Hennessey
apptd. to Wanchese seat for two-year terms. With no applications from these designated areas,
appointments were made from applications that were on hand.
John Clark replaced Georgia Ellis 11/16; Melissa Turnage filled unexpired term of Jonna Midgett 12/16.
Jim Tobin appointed to fill unexpired term of Margarette Umphlett 6/17
Sandra Clark did not want to be reappointed 11/17.
Kenneth Bukantas replaced David Faudie who resigned 1/19
Craig Albert replaced Paulette Prodanchek who resigned 2/19
Amber Jennings apptd., Lynne Bloomfield reapptd. 11/19
Kenneth Bukantas resigned 3/19; Amber Jennings resigned 3/20; Apollonia (Bella) Reber apptd. 3/20

REVISED 1/2021



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