



Town of Southern Shores

5375 N. Virginia Dare Trail, Southern Shores, NC 27949

Phone 252-261-2394 / Fax 252-255-0876

www.southernshores-nc.gov

WEDNESDAY, MARCH 4, 2020

COUNCIL MEETING-5:30 P.M.-PITTS CENTER

1. Opening

- A. Call Meeting to Order (all citizens interested in offering Public Comment are reminded to sign up.)
- B. Pledge of Allegiance
- C. Moment of Silence
- D. Amendments to / Approval of Agenda
- E. Consent Agenda **TAB 1**
 - 1. Council Meeting Minutes – January 21, 2020 and February 4, 2020
 - 2. Resolution #2020-03-01 Resolution in Support of Alligator River Bridge Improvements
 - 3. Budget Amendment # 7 (Grant money from Dare County for School Resource Officer Training)
 - 4. Budget amendment#8 (Sale of Military Vehicle. Money has to go back into the Police Department)
 - 5. Government Education Access Channels Committee (GEACC) 2020-2021 Budget Approval Request

2. Staff Reports

- A. Interim Town Manager/Planning Director
- B. Police Chief
- C. Fire Chief, Southern Shores Volunteer Fire Department
- D. Town Attorney's Report

3. General Public Comment (Limit: 3 minutes per speaker.)

(Note: All matters heard or considered by the Council are subject to possible action by the Council.)

4. Old Business

5. New Business

- A. Fire Department Relief Fund Appointment- Aaron Nadeau **TAB 2**
- B. Capital Infrastructure Improvement Committee Report & possible recommendations **TAB 3**
- C. Approval of Planning Board Officers **TAB 4**
- D. Multi-Town Beach Management Consultant RFQ **TAB 5**

6. General Public Comment (Limit: 3 minutes per speaker.)

7. Other Business

- A. Mayor's Comments & Responses
- B. Council Member's Comments & Responses

8. Adjourn

MINUTES TO BE EMAILED



RESOLUTION IN SUPPORT OF ALLIGATOR RIVER BRIDGE IMPROVEMENTS

RESOLUTION # 2020-03-01

WHEREAS, the Lindsey C. Warren Bridge which crosses the Alligator River was constructed in 1960 and serves as the main transportation link along Highway 64 from areas west of Dare County; and

WHEREAS, the draw-bridge infrastructure of the bridge is obsolete and was closed for repairs in 2017 and 2019 resulting in lengthy detours for residents, visitors, and commerce to Dare County, Currituck County, Hyde County and Tyrrell County; and

WHEREAS, the Alligator River is part of the Intercoastal Waterway and is used by numerous commercial shipping vessels and recreational boats on an annual basis, often creating delays and back-ups; and

WHEREAS, the Lindsey C. Warren Bridge is an essential component of the hurricane evacuation route for residents of Dare County, Currituck County, and Hyde County and thousands of Outer Banks visitors each year and the continuous functionality of the Warren Bridge is imperative to ensure the safety of our residents and visitors; and

WHEREAS, the need for a new bridge and/or a replacement bridge across the Alligator River has been identified by the NC Department of Transportation but has not been funded as part of the State's Transportation Improvement Plan despite the age, obscurity and continued operational issues of the bridge; and

WHEREAS, the methodology for STIP funding does not allow a new or replacement Alligator River Bridge to compete effectively against other transportation improvements in more urban areas of the State, thus contributing to the continued delay in construction of a new or replacement bridge; and

WHEREAS, the NC Department of Transportation is soliciting comments on transportation improvements for inclusion in the ten-year transportation plan for 2023-2032:

NOW THEREFORE BE IT RESOLVED the Town of Southern Shores Council requests a new or replacement bridge for the Alligator River be included in the 2023-2032 State Transportation Improvement Plan in recognition of the vital role this bridge plays in the transportation and commerce needs of Dare County and Eastern North Carolina. Be it further resolved that other funding sources for such improvements should be identified by the State of North Carolina if STIP methodology used for funding is not suitable and practicable for this project.

This the 4th day of March 2020.

Thomas G. Bennett, Mayor

Attest: _____

Sheila Kane, Town Clerk

**Town of Southern Shores
Budget Amendment Number # 7**

[illegible]

Explanation: Grant money from Dare County for School Resource Officer Training

Recommended By:

Wes Haskett, Interim Town Manager

Approved By:

Tom Bennett, Mayor

Date _____

**Town of Southern Shores
Budget Amendment Number # 8**

[illegible]

Explanation: Sale of Military Vehicle. Money has to go back into the Police Department.

Recommended By:

Wes Haskett, Interim Town Manager

Approved By:

Tom Bennett, Mayor

Date _____

Government Education Access Channels Committee
2020-2021 Proposed Budget

The following item is presented for the Town of Southern Shores Council's review and approval.

Specific Action Requested:

1. Approve the proposed 2020-2021 GEACC Budget.

Budget Summary

The Government Education Access Channels (GEAC) Committee has reviewed and approved the proposed 2020-2021 budget for the operation of the Government and Education Channels. The proposed budget, which would take effect July 1, 2020, must be approved by every participating member entity of the Channels, which includes the towns of Duck, Southern Shores, Kitty Hawk, Kill Devil Hills, Nags Head, Manteo, and Dare County, Dare County Schools, College of The Albemarle, and Coastal Studies Institute - ECU.

The budget as proposed requires no additional funding from the participating entities other than the current annual \$1000 membership fee. The budget is funded from the North Carolina Video Programming Distribution proceeds, which are dispersed quarterly by the State to certified members of the GEACC. These funds must be used for the operation of the two channels and no other purpose. Additionally, the legislation that originally established the video distribution funding required that the proceeds not supplant current funding. Accordingly, the annual \$1000 membership fee that was in place when the program began must remain, or the Channels would lose all video distribution funding from the state.

The GEAC committee recommends the budget, which includes, in part, the following: funding for two full-time staff positions and a Local Programming Development Initiative to assist members in the development of programming for the Government and Education Channels. The funding also includes the continued funding of two regular news magazine shows that highlight each of the participating members of the GEAC on the Education Channel and the Government Channel.

To maintain the fund balance at the recommended level, the proposed budget sets forth a plan to reduce the amount of fund balance being used for operations and strategically focuses budget spending to match yearly revenue. This includes a 50% cut to LPDI funding in the 2020-2021 fiscal year (from \$10,000 to \$5,000 per entity), followed by a gradual 50% cut to Contractual Services over the next 3 years.

**Government Education Access Channels Committee
2020-2021
Proposed Budget**

Executive Summary

Funding comes from the state of North Carolina use tax on cable and satellite fees. Our revenue from this source in 2020-2021 is projected to be a conservative \$270,000.00. In addition, each of the 10 entities pay a \$1000 membership fee annually to participate in the channel's operations. This \$1000 fee is unchanged and is the only impact on each entity's budget. This money that is received from the entities in support of the Government and Education Access Channels must remain in the budget in order for each entity to continue to receive PEG Supplements from the state of North Carolina. This budget is requesting a total of \$25,583.25 be allocated from the fund balance. The fund balance is projected to be \$161,796.00 on June 30, 2020. The proposed total budget for the Government and Education Access Channels Committee for 2020-2021 is \$306,583.25, that includes a 50% cut to LPDI funding as part of a long term plan to bring the fund balance to it's recommended level.

INCOME	PROPOSED 2020-2021	CURRENT 2019-2020
NC PEG Supplemental Video Disbursement (from the state NCDOR) ¹	270,000.00	260,000.00
Member Fees (annual fee paid by participating entities) ²	10,000.00	10,000.00
Interest Income (interest from fund balance) ³	1,000.00	1,000.00
TOTAL INCOME	281,000.00	271,00.00
APPROPRIATED FUND BALANCE⁴	25,583.25	148,961.40
TOTAL REVENUE	306,583.25	419,961.40
EXPENDITURES		
Salaries (2 Full time employees) ⁵	(118,000.00)	(113,000.00)
PT Salary (Internships) ⁶	(0)	(2,000.00)
Merit Pay ⁶	(2,360.00)	(2,260.00)
FICA	(9,027.00)	(8,644.50)
Retirement	(12,059.60)	(9,119.10)
Health Insurance ⁸	(30,850.05)	(29,381.00)
Life Insurance	(224.20)	(214.70)
Retiree Health	(212.40)	(192.10)
Contractual Services (Production of Destination Dare/Ed Awareness) ⁹	(50,000.00)	(50,000.00)
Professional Services ¹⁰	(1,000.00)	(1,500.00)
Equipment - Repair, Replacement, Purchase ¹¹	(5,000.00)	(10,000.00)
Supplies ¹²	(3,500.00)	(5,000.00)
Music Library ¹³	(350.00)	(350.00)
Training	(1,000.00)	(2,500.00)
Travel	(1,000.00)	(2,500.00)
Professional Memberships	(250.00)	(500.00)
Channel Operations ¹⁴	(7,200.00)	(15,000.00)
Marketing ¹⁵	(1,000.00)	(15,000.00)
Miscellaneous	(500.00)	(500.00)
Capital Outlay	(0.00)	(40,000.00)
Contingency (Reserve for unexpected expenses) ¹⁶	(5,000.00)	(5,000.00)
Emergency Contingency (Storm related overtime during activations) ¹⁷	(2,500.00)	(2,500.00)
Vehicle Maintenance ¹⁸	(500.00)	(500.00)
Vehicle Fuel ¹⁹	(2,000.00)	(1,000.00)
Insurance and Bonds ²⁰	(2,900.00)	(2,900.00)
Uniforms ²¹	(250.00)	(750.00)
TOTAL OPERATING EXPENDITURES	(256,583.25)	(319,961.40)
Local Program Development Initiative		

This is money set aside in the budget to foster development of program content by the member entities. Money is awarded on an application and grant basis to participating entities by the Government and Education Access Channel Committee. The money can be used to produce programs, improve the quality of existing programs, or purchase equipment to provide for increased production and/or quality of programs.			
LPDI 1 - Coastal Studies Institute		(5,000.00)	(10,000.00)
LPDI 2 - College of The Albemarle		(5,000.00)	(10,000.00)
LPDI 3 - Dare County Government		(5,000.00)	(10,000.00)
LPDI 4 - Dare County Schools		(5,000.00)	(10,000.00)
LPDI 5 - Duck		(5,000.00)	(10,000.00)
LPDI 6 - Kill Devil Hills		(5,000.00)	(10,000.00)
LPDI 7 - Kitty Hawk		(5,000.00)	(10,000.00)
LPDI 8 - Manteo		(5,000.00)	(10,000.00)
LPDI 9 - Nags Head		(5,000.00)	(10,000.00)
LPDI 10 - Southern Shores		(5,000.00)	(10,000.00)
TOTAL LPDI ²²		(50,000.00)	(100,000.00)
TOTAL LPDI AND OPERATING EXPENDITURES		(306,583.25)	(419,961.40)

Government and Education Access Channel Budget Notes for 2020-2021

Goals and Objectives to be achieved with this budget.

1. Continue to fund the operation of the channel at a level that provides a professional, reliable and quality service to the citizens of Dare County.
2. With the fund balance nearing an appropriate level (currently at \$161,796) implement a plan to strategically focus budget spending to match yearly revenue. Per the guidance of the Committee, staff will work to cut both LPDI and Contractual Services by 50% over the next 3 years.

¹ **NC PEG Supplemental Video Disbursement** - this is revenue that is collected by the state in the form of a use tax on cable and satellite providers. The money is pooled and disbursed to qualifying PEG operations within the state. PEG stands for Public, Education, and Government Access. Dare County has 10 qualifying PEG entities, each is a member of the Government and Education Access Channel Committee. Each quarter, this money is disbursed to the entities by the state, and then the Government and Education Access Channels invoices the entities for this money. These state funds are the main source of funding for the Government and Education Access Channels. There has been no change in revenue between the 2019 and 2020 fiscal years, thusly we have budgeted for an anticipated revenue equal to year 2020.

² **Member Fees** - Each entity member pays an annual membership fee to participate in the Government and Education Channel Access. This money must remain in place in order for each entity to receive the PEG Supplement from the state. There is no change to this amount from last year, so impact on each entity's budget is unchanged.

³ **Interest Income** - This is interest the Government and Education Access Channels Committee receives on the fund balance.

⁴ **Appropriated Fund Balance** - The unappropriated fund balance is projected to be \$161,796.00 on June 30, 2020. The appropriated fund balance is the amount pulled from the unappropriated fund balance to meet the obligations of the budget. **Staff believes that the fund balance is nearing a level where the previous spend down trend should be halted, and the budget's expenditures should be matched to its revenue.**

⁵ **Salaries** - This budget currently funds two full-time positions that are considered to be Dare County employees. Increased due to the possibility of a new hire requiring a higher than projected salary.

⁶ **Part Time Salaries** - Staff suggests cutting this line item as it was not previously utilized.

⁷ **Merit Pay** - 2% of 118,000.00

⁸ **Health Insurance** - Includes an annual employee only cost of \$11,172, and annual family cost of \$19,678 for vacant position. Vacant positions are budgeted at the Family cost.

⁹ **Contractual Services** - This is for the production of Destination Dare and Dare Education Awareness, our two main programming initiatives that highlight interesting aspects of government and education in Dare County. Each entity contributes one segment to each episode. Destination Dare is produced every other month, and Dare Education Awareness is produced in the alternate months.

¹⁰ **Professional Services** - Item to pay for costs associated with talent services such as professional voice over work, acting and hosting fees, and potential production support.

¹¹ **Equipment** - Monies set aside for the purchase and repair of large item video production equipment, such as cameras, editing computers, and lighting equipment.

¹² **Supplies** - This supports the purchase of supplies such as batteries, gaffers tape, lighting gels, accessories, and small equipment items that do not qualify as Capital Outlay or Equipment.

¹³ **Music Library** - Soundstripe: subscription for music & sound effects.

¹⁴ **Channel Operations** - Expenses that support the day to day operation of the channels. This includes:

- \$3,000.00 - OBX Media: for website hosting and maintenance
- \$2,500.00 - Reflect: Streaming Video/VOD for online video streaming service
- \$600.00 - Adobe: Creative Cloud subscription for professional non-linear editing tools
- \$1,100.00 - Gracenote: subscription for E-guide service on Charter Spectrum. Staff recommends ending the contract for this service, which ends in October 2020.

¹⁵ **Marketing** - Expenses to support marketing efforts including paid social media and other local advertising.

¹⁶ **Contingency** - This is for expenses that come up that were either unplanned or unforeseen. Not for use of everyday expenses.

¹⁷ **Emergency Contingency** - This pays for storm related overtime for the hourly employee during Emergency Management activations.

¹⁸ **Vehicle Maintenance** - Car maintenance costs.

¹⁹ **Vehicle Fuel** - Estimated fuel costs for vehicle based on previous budget year use of Dare County's vehicle.

²⁰ **Insurance and Bonds** - Costs that Dare County will be charging Current TV for costs related to insuring equipment and vehicle.

²¹ **Uniforms** - Expenses for embroidered uniform items including several polo shirts and rain jackets. Will require a uniform policy to be established in coordination with Dare County Public Relations department.

²² **TOTAL LPDI** - This expenditure line item has been cut by 50% in accordance with budget reduction plan.

Memo: Aaron Nadeau from 229 Wax Myrtle Trail is the recommendation from the Southern Shores Volunteer Fire Department for appointment of a Southern Shores citizen as a Trustee to the Southern Shores Fire District Firefighters' Relief Fund Board of Trustees.

The governing state statutes of Article 84 of Chapter 58 (attached)

Article 84.

Local Firefighters' Relief Funds.

§ 58-84-1: Repealed by Session Laws 2006-196, s. 6, effective January 1, 2008, and applicable to proceeds credited to the Department of Insurance on or after that date.

§ 58-84-5. Definitions.

The following definitions apply in Articles 84, 85, 85A, 87, and 88 of this Chapter:

- (1) City. – A fire district.
- (2) Clerk. – The clerk of a fire district or, if there is no clerk, the person so designated by the governing body of the fire district.
- (3) Fire district. – Any political subdivision of the State or federally recognized Native American tribe within the State that meets all of the following conditions:
 - a. It has an organized fire department under the control of its governing body.
 - b. Its fire department has apparatus and equipment that is in serviceable condition for fire duty and is valued at one thousand dollars (\$1,000) or more.
 - c. It is rated and certified by the Commissioner.
 - d. Its response area has been approved by the local municipal government or, if there is no local municipal government, by the local board of county commissioners.
- (3a) Firefighter. – Any person who meets all of the following requirements:
 - a. Is a volunteer, employee, contractor, or member of a rated and certified fire department, or employee of a County Fire Marshal's Office whose sole duty is to act as fire marshal, deputy fire marshal, assistant fire marshal, or firefighter of the county.
 - b. Performs work or training connected with fire protection, fire prevention, fire control, fire education, fire inspection, fire investigation, rescue, Emergency Medical Services, special operations, or performs the statutory duties and responsibilities of the fire chief as set forth in G.S. 160A-292.
 - c. Performs work or training at the direction of the fire chief.
 - d. Is included on the certified roster submitted to the North Carolina State Firefighters' Association pursuant to G.S. 58-86-25.
- (4) Town. – A fire district. (1951, c. 1032, s. 1; 1995 (Reg. Sess., 1996), c. 747, s. 5; 2014-64, s. 1(a); 2015-88, s. 1; 2016-51, ss. 1, 6.)

§§ 58-84-10 through 58-84-20: Repealed by Session Laws 1995 (Regular Session, 1996), c. 747, s. 6.

§ 58-84-25. Disbursement of funds by Insurance Commissioner.

(a) Distribution. – The Insurance Commissioner shall deduct the sum of three percent (3%) from the tax proceeds credited to the Department pursuant to G.S. 105-228.5(d)(3) and pay the

same over to the treasurer of the North Carolina State Firefighters' Association for administrative purposes. The Insurance Commissioner shall deduct the sum of two percent (2%) from the tax proceeds and retain the same in the budget of the Department of Insurance for the purpose of administering the disbursement of funds by the board of trustees in accordance with the provisions of G.S. 58-84-35. The Insurance Commissioner shall, pursuant to G.S. 58-84-50, credit the amount forfeited by nonmember fire districts to the North Carolina State Firefighters' Association. The Insurance Commissioner shall distribute the remaining tax proceeds to the treasurer of each fire district as provided in subsections (b) and (c) of this section.

(b) Allocation to Counties. – The Insurance Commissioner shall allocate to each county an amount of tax proceeds based upon the amount allocated to it in the previous year. If the amount allocable in the current year is less than the amount allocated in the previous year, then the Commissioner shall reduce the amount allocated to each county. The amount of the reduction is equal to the difference in the amount allocated in the previous year and the amount allocable in the current year multiplied by a fraction, the numerator of which is the population of the county and the denominator of which is the population of the State. If the amount allocable in the current year is greater than the amount allocated in the previous year, then the Commissioner shall increase the amount allocated to each county. The amount of the increase is equal to the excess proceeds multiplied by a fraction, the numerator of which is the population of the county and the denominator of which is the population of the State.

(c) Distribution to Fire Districts. – Once the Insurance Commissioner has allocated the tax proceeds to a county under subsection (b) of this section, the Commissioner shall distribute those allocations directly to the fire districts in that county. The Commissioner shall distribute the allocations by electronic funds transfer, unless a fire district's account cannot accept electronic funds transfers, in which case the Commissioner shall distribute the district's allocation by paper check. The amount distributed to each fire district is equal to the total amount allocated to the county multiplied by a fraction, the numerator of which is the tax value of the property located in the fire district and the denominator of which is the tax value of all property located in any fire district in that county. A county shall provide the Commissioner with the tax value of property located in each fire district in that county by February 1 of each year. If a county does not submit information that the Commissioner needs to make a distribution by the date the information is due, the Commissioner shall distribute the allocation based on the most recent information the Commissioner has.

(c1) Certain Amounts Redistributed. – Notwithstanding subsection (c) of this section, the Insurance Commissioner shall not distribute funds to a fire district whose local relief fund's balance exceeds the amount provided under G.S. 58-84-33(a). Instead, the Commissioner shall, using the methodology provided in subsections (b) and (c) of this section, distribute those funds to the fire districts whose local relief funds' balances do not exceed the amount provided under G.S. 58-84-33(a). If all of a county's fire districts' local relief funds' balances exceed the amount provided under G.S. 58-84-33(a), then the Commissioner shall reallocate the amount the county would have received to the counties with fire districts that do not exceed the amount provided under G.S. 58-84-33(a).

(d) Administration. – These funds shall be held by the treasurer of a fire district as a separate and distinct fund. The fire district shall immediately pay the funds to the treasurer of the local board of trustees upon the treasurer's election and qualification, for the use of the board of trustees of the local Firefighters' Relief Fund in each fire district to be used by it for the purposes provided in G.S. 58-84-35. (1907, c. 831, s. 5; C.S., s. 6067; 1925, c. 41; 1985 (Reg. Sess., 1986),

c. 1014, s. 168; 1989, c. 485, s. 63; 1995 (Reg. Sess., 1996), c. 747, s. 7; 2006-196, s. 7; 2007-250, s. 2; 2012-45, s. 1; 2013-360, s. 20.2(c); 2014-64, ss. 1(a), (c); 2016-51, ss. 2, 6.)

§ 58-84-30. Trustees appointed; organization.

For each county, town or city complying with and deriving benefits from the provisions of this Article, there shall be appointed a local board of trustees, known as the trustees of the local Firefighters' Relief Fund, to be composed of five members, two of whom shall be elected by the members of the local fire department who are qualified as beneficiaries of such fund, two of whom shall be elected by the mayor and board of aldermen or other local governing body, and one of whom shall be named by the Commissioner of Insurance. Their selection and term of office shall be as follows:

- (1) The members of the fire department shall hold an election to elect two representatives to the board to serve at the pleasure of the members of the department. The elected representatives may serve until their resignation or until the department holds an election to replace them. Board members elected pursuant to this subdivision shall be either (i) residents of the fire district or (ii) active or retired members of the fire department.
- (2) The mayor and board of aldermen or other local governing body shall appoint two representatives to the board to serve at the pleasure of the governing body. Board members appointed pursuant to this subdivision shall be residents of the fire district.
- (3) The Commissioner of Insurance shall appoint one representative to serve as trustee who shall serve at the pleasure of the Commissioner. The member appointed pursuant to this subdivision shall be either (i) a resident of the fire district or (ii) an active or retired member of the fire department.

All of the above trustees shall hold office for their elected or appointed time, or until their successors are elected or appointed, and shall serve without pay for their services. They shall immediately after election and appointment organize by electing from their members a chairman and a secretary and treasurer, which two last positions may be held by the same person. The treasurer of said board of trustees shall give a good and sufficient surety bond in a sum equal to the amount of moneys in his hand, to be approved by the Commissioner of Insurance. The cost of this bond may be deducted by the Insurance Commissioner from the receipts collected pursuant to G.S. 58-84-10 before distribution is made to local relief funds. If the chief or chiefs of the local fire departments are not named on the board of trustees as above provided, then they shall serve as ex officio members without privilege of voting on matters before the board. (1907, c. 831, s. 6; C.S., s. 6068; 1925, c. 41; 1945, c. 74, s. 1; 1947, c. 720; 1949, c. 1054; 1973, c. 1365; 1985, c. 666, s. 64; 1987, c. 174, ss. 1, 5; 2007-246, s. 3; 2012-45, s. 2; 2014-64, s. 1(a); 2016-51, s. 3.)

§ 58-84-32. Prudent management of funds.

Local boards of trustees shall manage local relief funds as prudent trustees of the funds, subject to Chapter 36E of the General Statutes. (2014-64, s. 1(a).)

§ 58-84-33. Maximum fund balances.

(a) The balance of a local fire department's Firefighters' Relief Fund for a given year shall not exceed the product of multiplying the number of members on the department's roster as of January 1 for that year by the sum of two thousand five hundred dollars (\$2,500).

(b) The North Carolina State Firefighters' Association shall annually calculate and notify each local department of its relief fund's maximum allowable balance.

(c) A local fire department whose relief fund balance, at the time of annual distribution by the Insurance Commissioner, exceeds the amount allowable under subsection (a) of this section shall not be entitled to receive a distribution for that year, and the Commissioner shall redistribute the funds that the department would have received, as provided under G.S. 58-84-25(c1).

(d) A board of trustees of a local Firefighters' Relief Fund may, with the authorization of and under guidelines provided by the North Carolina State Firefighters' Association, dedicate a portion of the local Firefighters' Relief Fund towards providing supplemental retirement. Notwithstanding subsection (a) of this section, if such dedicated amounts are used solely for supplemental retirement within the guidelines provided by the North Carolina State Firefighters' Association, then such dedicated amounts shall not count towards the maximum allowable balance under subsection (a) of this section. (2014-64, s. 1(d); 2016-51, ss. 4, 6.)

§ 58-84-35. Disbursement of funds by trustees.

(a) The board of trustees shall have entire control of the funds derived from the provisions of this Article, and shall disburse the funds only for the following purposes:

- (1) To safeguard any firefighter in active service from financial loss, occasioned by sickness contracted or injury received while in the performance of his duties as a firefighter.
- (2) To provide a reasonable support for those actually dependent upon the services of any firefighter who may lose his life in the fire service of his town, city, or State, either by accident or from disease contracted or injury received by reason of such service. The amount is to be determined according to the earning capacity of the deceased.
- (2a) To provide assistance, upon approval by the Executive Director of the North Carolina State Firefighters' Association, to a destitute member firefighter who has served or is serving honorably with a certified fire department. The determination of destitute shall be based on the inability of the firefighters, through no fault of their own, to provide basic provisions to themselves or their families. Such basic provisions include, but are not limited to, assistance with housing, vehicle or commuting expenses, food, clothing, utilities, medical care, and funeral expenses.
- (3) Repealed by Session Laws 1985, c. 666, s. 61.
- (4) To provide for the payment of any firefighter's assessment in the Firemen's Fraternal Insurance Fund of the State of North Carolina if the board of trustees finds as a fact that said firefighter is unable to pay the said assessment by reason of disability.
- (5) To provide for benefits of (i) supplemental retirement, including payment of firefighters' monthly assessments for the North Carolina Firefighters' and Rescue Squad Workers' Pension Fund, (ii) workers compensation, including the payment of premiums to the Workers' Compensation Fund established under G.S. 58-87-10, and (iii) other insurance and pension protection for firefighters

otherwise qualifying for benefits from the Firefighters' Relief Fund as set forth in Article 85 of this Chapter.

- (6) To provide for educational benefits to firefighters and their dependents who otherwise qualify for benefits from the Firefighters' Relief Fund as set forth in Article 85 of this Chapter.
- (7) To provide for annual physicals that are required for firefighter positions by the Department of Labor or are recommended by the National Fire Protection Association.
- (8) To cover necessary management and investment costs that are reasonable and appropriate in relation to the assets, purpose, and financial security of the local Firefighters' Relief Fund.

(b) Notwithstanding any other provisions of law, no expenditures shall be made pursuant to subdivision (5), (6), or (7) of subsection (a) of this section unless the North Carolina State Firefighters' Association has certified that such expenditures will not render the Fund financially unsound for the purposes of providing the benefits set forth in subdivisions (1), (2), and (4) of subsection (a) of this section. If, for any reason, funds made available for subdivision (5), (6), or (7) shall be insufficient to pay in full any benefits, the benefits pursuant to subdivisions (5) and (6) shall be reduced pro rata for as long as the amount of insufficient funds exists, after first eliminating the benefits pursuant to subdivision (7). No claim shall accrue with respect to any amount by which a benefit under subdivisions (5) and (6) shall have been reduced.

(c) As used in subsection (b) of this section, the term "financially unsound" means that a local fund could not sustain a requested expenditure or could not make similar payments for five years without the local fund's balance falling below the greater of the following:

- (1) Five hundred dollars (\$500.00) multiplied by the number of eligible firefighters in the local department.
- (2) Twenty thousand dollars (\$20,000).

(d) A local board of trustees shall not be restricted to making disbursements solely from the interest earned on the local board's relief fund. (1907, c. 831, s. 6; 1919, c. 180; C.S., s. 6069; Ex. Sess. 1921, c. 55; 1923, c. 22; 1925, c. 41; 1945, c. 74, s. 2; 1985, c. 666, s. 61; 1987, c. 174, ss. 2, 3; 1997-456, s. 27; 2007-246, s. 4; 2008-187, s. 13; 2014-64, s. 1(a); 2016-51, ss. 5, 6; 2017-99, s. 1.)

§ 58-84-40. Trustees to keep account and file certified reports.

(a) Each local board of trustees shall keep a correct account of all moneys received and disbursed by them. On a form prescribed by the North Carolina State Firefighters' Association, each local board shall certify by October 31 of each year the following to the Association: the balance of the local fund, proof of sufficient bonding, a full and detailed accounting of the previous year's expenditures, and a full accounting of membership qualifications. Such certification shall be made concurrently with the local unit's statement of Fire Readiness. The accounting of the previous year's expenditures shall include the amounts spent on each of the purposes listed in G.S. 58-84-35(a), including the number of firefighters that received benefits for each of the purposes.

(b) In turn, the North Carolina State Firefighters' Association shall certify to the Department of Insurance by January 1 of each year on a form prescribed by the Department, the following:

- (1) The local units that have complied with the requirements of subsection (a) of this section.
- (2) A listing of the members of each of the local units.
- (3) The fund balances for each of the local units' relief funds.
- (4) Any departments that have exceeded the maximum balance provided under G.S. 58-84-33(a).
- (5) Details on the disbursements from local relief funds, including how much was disbursed for each allowable purpose and how many members received disbursements for those purposes, on both a unit-by-unit basis and total basis.
- (6) Information on any improper disbursements.
- (7) A listing of current members of the local board of trustees appointed pursuant to G.S. 58-84-30, including the chairman and treasurer of the board.

(c) In the event that any board of trustees in any of the towns and cities benefited by this Article shall neglect or fail to perform their duties, or shall willfully misappropriate the funds entrusted in their care by obligating or disbursing such funds for any purpose other than those set forth in G.S. 58-84-35, then the Insurance Commissioner shall withhold any and all further payments to such board of trustees, or their successors, until the matter has been fully investigated by an official of the North Carolina State Firefighters' Association, and adjusted to the satisfaction of the Insurance Commissioner.

(d) In the event that any local relief fund provided for in this Article becomes impaired, then the Statewide Firefighters' Relief Fund may in the discretion of its board of trustees assist the local unit administering the fund in providing for relief to injured firefighters and their dependents or survivors; provided, however, that any funds so provided to such impaired units shall be repaid in full at the statutory rate of interest from future local unit receipts if the impairment resulted from violations of this Article. (1907, c. 831, s. 7; C.S., s. 6070; 1925, c. 41; 1985, c. 666, s. 63; 2007-246, s. 5; 2014-64, s. 1(a); 2016-51, s. 6; 2017-99, s. 2(a).)

§ 58-84-41. Commissioner of Insurance to maintain database of reports; fire department identification numbers.

(a) Working with the North Carolina State Firefighters' Association, the Commissioner of Insurance shall develop and maintain a database of the information reported under G.S. 58-84-40(b) and the certifications filed under G.S. 58-84-46.

(b) The Commissioner of Insurance shall issue to each fire department within the State a unique fire department identification number (FDID) that shall be used by the Commissioner and the North Carolina State Firefighters' Association to coordinate database records and reports. (2014-64, s. 1(a); 2016-51, s. 6; 2017-99, s. 2(b).)

§ 58-84-45: Repealed by Session Laws 2000-67, s. 26.21(a).

§ 58-84-46. Certification to Commissioner.

On or before October 31 of each year, the fire chief of each city or county that has a local board of trustees under G.S. 58-84-30 shall file a certificate of eligibility with the North Carolina State Firefighters' Association on a form prescribed by the Association. If the certificate is not filed with the Association on or before January 31 in the ensuing year:

- (1) The Local Firefighters' Relief Fund for that fire department shall forfeit the payment next due to be paid to the Fund's board of trustees, if the fire chief fails to file the certificate required by this section.
- (2) The Association shall inform the Commissioner of the local Firefighters' Relief Funds that have not filed the certificate required by this section, and the Commissioner shall pay over that amount otherwise due to those local Funds to the treasurer of the North Carolina State Firefighters' Association.
- (3) That amount shall constitute a part of the Statewide Firefighters' Relief Fund. (2000-67, s. 26.21(b); 2001-421, s. 3; 2007-246, s. 6; 2014-64, s. 1(a); 2016-51, s. 6; 2017-99, s. 3.)

§ 58-84-50. Fire departments to be members of North Carolina State Firefighters' Association.

For the purpose of supervision and as a guaranty that provisions of this Article shall be honestly administered in a businesslike manner, it is provided that every department enjoying the benefits of this law shall be a member of the North Carolina State Firefighters' Association and comply with its constitution and bylaws. If the fire department of any city, town or village shall fail to comply with the constitution and bylaws of said Association, said city, town or village shall forfeit its right to the next annual payment due from the funds mentioned in this Article, and the Commissioner of Insurance shall pay over said amount to the treasurer of the North Carolina State Firefighters' Association and same shall constitute a part of the Statewide Firefighters' Relief Fund. (1907, c. 831, s. 9; 1919, c. 180; C.S., s. 6072; 1925, c. 41; c. 309, s. 2; 1965, c. 624; 2007-246, s. 7; 2014-64, s. 1(a); 2016-51, s. 6.)

§ 58-84-52. Benefits available to individual firefighters whose departments are not members of the North Carolina State Firefighters' Association.

(a) Individual firefighters whose departments are not members of the North Carolina State Firefighters' Association shall be covered under the line of duty coverage offered by the Association.

(b) Benefits under this section shall be paid from the funds that are forfeited from local departments to the Statewide Firefighters' Relief Fund. (2014-64, s. 1(a); 2016-51, s. 6.)

§ 58-84-55. No discrimination on account of race.

The local boards of trustees of the local Firefighters' Relief Funds shall make no discrimination based upon race in the payment of benefits. (1907, c. 831, s. 10; C.S., s. 6073; 1985, c. 666, s. 62; 2007-246, s. 8; 2014-64, s. 1(a).)

§ 58-84-60. Immunity.

A person serving on a local board of trustees of a local Firefighters' Relief Fund shall be immune individually from civil liability for monetary damages, except to the extent covered by insurance, for any act or failure to act arising out of this service, except where the person:

- (1) Was not acting within the scope of that person's official duties;
- (2) Was not acting in good faith;

- (3) Committed gross negligence or willful or wanton misconduct that resulted in the damages or injury;
- (4) Derived an improper personal financial benefit, either directly or indirectly, from the transaction; or
- (5) Incurred the liability from the operation of a motor vehicle. (2007-54, s. 1; 2007-246, s. 8.1; 2014-64, s. 1(a).)

§ 58-84-65. Repeal of certain local laws inconsistent with this Article.

The following provisions contained within any local act enacted or amended prior to January 1, 2014, are hereby repealed:

- (1) Any redirection, at the time of receipt, of funds directed to a fire district under G.S. 58-84-25(c) to a fund other than a local relief fund.
- (2) Any restriction that would be inconsistent with G.S. 58-84-35(d).
- (3) Any transfer of interest earned on a local relief fund from the local relief fund to another fund.
- (4) Any transfer of funds from a local relief fund to a supplemental retirement fund based on the local relief fund exceeding a certain amount.
- (5) Any allowable expenditures that are not within the scope of the list provided in G.S. 58-84-35(a).
- (6) Any variation from the certification requirement under G.S. 58-84-35(b). (2014-64, s. 1(a).)

<u>Multi Use Path</u>	<u>Construction Cost</u>	<u>Engineering Costs to Date</u>	<u>Misc</u>	<u>Total</u>	<u>Amount Budgeted</u>	<u>Available Amount to use for other projects</u>
South Dogwood Path	652,262	28,411	36,816	717,489	1,000,000	282,511
<u>FY 19-20 Street Projects</u>					662,340	
East Dogwood Street Project	222,170	13,090	9,127	244,387	-244,387	
Dewberry		9,197		9,197	-9,197	
Hillcrest Drive		18,987		18,987	-18,987	
Sea Oats		12,153		12,153	-12,153	
					377,616	
Amount left from street budget for construction and unbilled engineering costs for East Dogwood, Dewberry, Sea Oats and Hillcrest						
Amount left from S. Dogwood Path available to use for other Capital Projects if Council so chooses						

February 26, 2020

MEMORANDUM

From: Wes Haskett, Interim Town Manager/Planning Director

To: Town Council

RE: Planning Board Officers

At the February 18, 2020 Planning Board meeting, the Town Planning Board elected Andy Ward as Chairperson and Don Sowder as Vice Chairperson. Section 24-24 of the Town Code states that the Planning Board shall elect its Chairperson and Vice Chairperson subject to the approval of the Town Council. Should Council approve both positions, they would remain in effect until July, 2020 when the Board traditionally holds its election of officers. At that time, another election of officers will take place and the positions would be in effect for one year, subject to the approval of Council.

Request for Qualifications for Professional Services

Coastal Engineering and Design Services

<DATE>

Submittal Deadline: _____

SECTION I - GENERAL INFORMATION FOR CONSULTANT(S)

A. OVERVIEW: The Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills (hereinafter referred to as “the Towns”) are requesting qualifications from a qualified coastal engineering/environmental firm(s) or team(s) for the provision of professional engineering consulting services for future beach nourishment and related shoreline management efforts.

The Towns completed a shoreline protection project aimed at sustaining the beaches that support a significant portion of their local economy and maintaining the tax base of the Town. The project has and will continue to provide increased protection to the Town’s economy and coastal development. In partnership with each other and Dare County, the Towns completed beach nourishment projects in 2017, totaling ___ million cubic yards of sand along approximately 1.7 miles of oceanfront in Duck, approximately 80,000 cubic yards/2,500 feet (including a 1,000 ft. taper) of sand in Southern Shores, ___ million cubic yards of sand along approximately ___ miles of oceanfront in Kitty Hawk, and ___ million cubic yards of sand along approximately ___ miles of oceanfront in Kill Devil Hills. More information on the Towns’ previous shoreline management efforts can be found at the *More Beach to Love* webpage <https://www.darenc.com/departments/public-relations/beach-nourishment>. The Towns will continue to build upon these efforts by further developing its strategy for shoreline management.

Although the Towns are not anticipating constructing another nourishment project for several years, the Towns wish to obtain consulting assistance now as we consider refinements to our approach, including development of long-term strategies, alternative approaches and associated funding mechanisms, and revisions to the Towns’ maintenance and monitoring plans. It is anticipated that the consultant selected for this RFQ will continue working with the Towns in the planning and design for its next nourishment cycle. The Towns will continue to monitor the performance of its current efforts, and work to refine the design and develop additional strategies that will improve shoreline management outcomes.

Consulting firms responding to this RFQ should have a breadth of knowledge, experience, and demonstrated success with management of developed shorelines and creating multi-pronged and adaptive shoreline management approaches. Requisite skills for this RFQ include coastal shoreline modeling and alternatives analysis, coastal engineering, project cost analysis, state and federal permitting, environmental compliance and documentation, navigating FEMA requirements for public assistance, developing county-wide or regional shoreline planning initiatives, assisting with legislative efforts as necessary to improve the town’s capacity to manage shoreline changes, engaging the public to garner public input and support for shoreline management approaches,

public financing and strategic planning, geotechnical analysis, development of plans and specifications, bidding and contractor(s) selection and construction administration and oversight.

This Request for Qualifications summarizes this and other background information in addition to the general long-term approach the Town desires to take regarding shoreline management. A description of the requested information with which to develop a qualified submittal has been provided herein.

All interested firms must respond by making their submittal by ____ p.m. on ____, 2020, at the Office of the Town Clerk, Duck Town Hall, P.O. Box 8369, 1200 Duck Road, Duck, North Carolina 27949. Late submittals will be considered non-responsive and therefore not included in the review process.

B. BACKGROUND: The Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills are located in Dare County along North Carolina's Outer Banks, a chain of barrier islands situated along the Atlantic Ocean which serves as a major tourist destination. Located in the northeastern portion of North Carolina, the Towns are approximately 3.5 hours east of Raleigh and 2 hours south of Norfolk and Virginia Beach, Virginia.

The Town of Duck is approximately ____ acres in size with nearly 400 year-round residents and an estimated summer population of 23,000. Within the Town of Duck there are approximately ____ miles of oceanfront shoreline.

The Town of Southern Shores is approximately ____ acres in size with nearly 3,000 year-round residents and an estimated summer population of 10,000. Within the Town of Southern Shores there are approximately 4 miles of oceanfront shoreline.

The Town of Kitty Hawk is approximately ____ acres in size with nearly ____ year-round residents and an estimated summer population of _____. Within the Town of Kitty Hawk there are approximately ____ miles of oceanfront shoreline.

The Town of Kill Devil Hills is approximately ____ acres in size with nearly ____ year-round residents and an estimated summer population of _____. Within the Town of Kill Devil Hills there are approximately ____ miles of oceanfront shoreline.

The Towns are bordered to the east by the Atlantic Ocean and to the west by the Currituck, Albemarle, and Roanoke Sounds. The Towns have documented an eroding ocean shoreline, with erosion rates ranging from 0.5 to 2.2 feet per year (*Annual Erosion Rate Update Study*, N.C. Division of Coastal Management, 2019). Sections of the Towns' oceanfront are exposed to high wave energy during storm events (particularly hurricanes and northeasters) which are common in the fall and winter. Net sand transport is predominately southerly.

The Town of Duck completed an Erosion and Shoreline Management feasibility study in 2013, which evaluated potential management options for the oceanfront shoreline (CPE-NC, 2013). The recommendation of that feasibility study was a beach nourishment project along a portion of the Town's shoreline that was vulnerable to impacts of a design storm with wave and water level

characteristics matching Hurricane Isabelle, which impacted the coast in 2003. The project was also designed to include five years of advanced nourishment to account for predicted background erosion of the project during the maintenance interval.

The Town successfully completed the beach nourishment project was completed in June 2017. The project included placement of 1,323,409 cubic yards of beach compatible sand, which equates to an average fill density of 157.3 cy/lf, along 8,413 feet or approximately 1.6 miles. Sand was dredged from two offshore borrow sources. Following the construction of the project, the Town implemented a maintenance program to monitor the performance of the project and determine when periodic renourishment is needed to maintain the goals of the project.

Periodic maintenance or renourishment is included in the Town's maintenance plan for the Shore Protection Project. Renourishment is expected to occur on a five-year cycle and will initially involve dredging of Borrow Area A offshore Kill Devil Hills and Nags Head. Use of Borrow Area A for maintenance projects will require permits from the Army Corps of Engineers and North Carolina Division of Coastal Management, as well as a new lease from the Bureau of Ocean Energy Management (BOEM). The estimated volume of material required for maintenance of the Duck project is 254,000 CY every five (5) years. Postconstruction surveys of Borrow Area A show that sufficient sand is available for future maintenance. Other borrow areas will also be considered to improve project efficiency and reduce costs.

Project monitoring has been implemented to track performance of the placed material and is used to update nourishment requirements. The initial baseline monitoring event is scheduled for fall 2017 following the completion of beach nourishment projects in Southern Shores, Kitty Hawk, and Kill Devil Hills. The maintenance plan may be updated throughout the monitoring phase to reflect any deviation from the current protocol. Surveys of the beach profiles have been designed and will be conducted to capture changes along the active profile of the beach both within the project area and adjacent to the project.

To pay for these projects, the Town of Duck has used proceeds from the Dare County shoreline fund as well as a combination of ad valorem taxes and two municipal service districts within the project limits. While it is anticipated that a similar funding approach will be utilized for future maintenance efforts, the Town will continue to explore alternative funding strategies through the development of a long-range plan. It is anticipated that Duck will perform another maintenance to its beach nourishment project within the next two to three years.

Currently there is no county-wide master plan for nourishment and each town engages in its own planning efforts. It may be advantageous to explore how resources can be coordinated, including whether a county-wide master plan is viable for future efforts. As the Towns prepare for their next project, the Towns would like to determine the most efficient and cost-effective methods for meeting their shoreline management goals, whether this includes an independent or coordinated approach. Key questions will need to be answered including, how the project will be financed and how the tax structure will be adjusted to fulfill the Town's financial obligations, which may include requesting legislative changes to consider structural approaches not currently allowed by state law. It is anticipated that the selected consultant will be requested to assist in developing strategies that address the aforementioned issues and concerns. In accordance with federal and state

environmental permitting requirements, each of the Towns has conducted an annual monitoring program to include topographic and hydrographic surveys in addition to benthic organisms. In accordance with FEMA Publication 321, a maintenance program involving periodic renourishment of sand must be established and adhered to by the Towns to qualify for FEMA assistance. The Towns may also request assistance as part of the scope of work to refine current maintenance plans to better define appropriate thresholds for nourishment for the various reaches within the Towns, recognizing that some areas may need to be addressed more or less frequently.

It is the desire of the Towns to obtain the services from the successful Consultant(s) that demonstrate a high level of expertise in State and Federal requirements, procedures and processes. The successful Consultant(s) will also represent that its services and monitoring activities, as approved by the Towns, will be performed and documented in compliance with state and federal requirements. Consultant(s) submitting for the Request for Qualifications shall provide representations and certifications as to its expertise and experience with state and federal guidelines as part of its response.

C. ISSUING OFFICE: Duck Town Clerk, Duck Town Hall, 1200 Duck Road, Duck, North Carolina 27949 Telephone 252-255-1234 Fax 252-255-1236.

CONTACT FOR INFORMATION: _____, Duck Town Hall 1200 Duck Road, Duck, North Carolina 27949 Telephone 252-255-1234 FAX 252-255-1236 FAX is for questions only, not submission of Request for Qualifications. Email: _____.

D. DEADLINE: Receipt of Request for Qualifications: ____ P.M., _____, 2020 Request for Qualifications will not be accepted or considered after ____ P.M. on the closing date. Request for Qualifications received after the submission deadline will be returned unopened.

E. QUESTIONS AND ADDENDA: Consultant(s) shall carefully examine this Request for Qualifications (RFQ) and any addenda. Consultant(s) should seek clarification of any ambiguity, conflict, omission or other error in this Request for Qualifications in writing. Questions should be addressed to _____. If the answer materially affects the Request for Qualifications, the information will be incorporated into an addendum and distributed to Consultant(s). Discussions with other employees or officials of the Towns during the solicitation and evaluation period are inappropriate. Therefore, Consultant(s) shall not contact any other employees or officials of the Towns regarding this Request for Qualifications during the period of solicitation and evaluation. Oral comments do not form a part of this Request for Qualifications.

F. CHANGES IN THE REQUEST FOR QUALIFICATIONS: Any changes made in this Request for Qualifications will be posted and distributed to Consultant(s) of record. Any and all addenda will be numbered in sequence, dated as of the date of issue, posted and distributed via internet, e-mail or U.S. mail.

G. QUALIFICATION PREPARATION GUIDANCE: Request for Qualifications should be prepared simply and economically, providing a straightforward, concise delineation of the capabilities of their offering.

H. REQUEST FOR QUALIFICATIONS SUBMISSION: All Request for Qualifications must be received in an appropriately marked and sealed envelope or package in the Office of the Town Duck, Duck Town Hall, P.O. Box 8369, 1200 Duck Road, Duck, North Carolina 27949 prior to _____, 2020, ____ P.M. local time. Request for Qualifications in the form of email or other electronic correspondence may not take the place of the hard copy submittal as required above. Each Request for Qualifications shall be signed by an official authorized to bind the Consultant(s) and shall contain a statement that the Request for Qualifications is firm for the one hundred twenty (120) days immediately following the date of submission of the sealed Request for Qualifications. At the end of the 120-day period, the Request for Qualifications may be withdrawn at the written request of the Consultant(s). If the Request for Qualifications is not withdrawn, it will remain in effect until an award is made or the solicitation is canceled. Ten (10) hard copies and electronic copy of each Request for Qualifications (RFQ) must be supplied, although single copies of particular exhibits may accompany the submission. Each submission shall also provide the following information:

1. The name of every company bearing an interest in the proposed services;
2. The name, title, address, and telephone number of individuals with authority to contractually bind the Consultant(s); and
3. A designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. This information shall include the person's name, title, address, and telephone number.

The signer of the Request for Qualifications must declare that all persons, companies or parties interested in the contract as principals are named therein; that the submission is made without collusion with any other person, persons, company or parties submitting a Request for Qualifications; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the Request for Qualifications has authority to contractually bind the Consultant(s).

I. AWARD: Award will be made to the Consultant(s) whose submission is determined to be most advantageous to the Town, taking into consideration the evaluation factors set forth in Section IV, "Criteria for Qualifications Evaluations."

J. DISPOSITION OF SUBMITTALS: All materials submitted in response to this Request for Qualifications will become the property of the Towns. One (1) copy of each submission shall be retained for official files in each Town and will become a public record after the award and open to public inspection. It is understood that the Request for Qualifications will become a part of the official file on this matter without obligation on the part of the Towns except as to the disclosure restrictions contained below in Section K, "Disclosure."

K. DISCLOSURE: In compliance with North Carolina General Statutes (NCGS) § 143-52, trade secrets or proprietary information submitted by a Consultant(s) in connection with a procurement shall not be subject to public disclosure under the North Carolina Freedom of Information Act; however, the Consultant(s) must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire Request for Qualifications is proprietary is unacceptable and will be disregarded. A statement that costs are to be protected is unacceptable and will not be honored.

L. COST INCURRED IN RESPONDING: This solicitation does not commit the Towns to pay any costs incurred in the preparation and submission of Request for Qualifications or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

M. PRIME CONSULTANT(S) RESPONSIBILITIES: Consultant(s) may propose services that are provided by others, but any services proposed must meet all the requirements of this Request for Qualifications. If the successful Consultant(s) Request for Qualifications includes services provided by others, the lead Consultant will be required to act as the prime Consultant for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The successful Consultant will be considered the sole point of contact regarding all stipulations, meeting of all requirements of this Request for Qualifications.

N. LAWS AND REGULATIONS: This procurement shall be governed by the N.C. General Statutes and standards and policies of the Towns.

O. ANTI-COLLUSION STATEMENT: Collusion or restraint of free competition, direct or indirect, is prohibited. Consultant(s) are required to execute and submit the anti-collusion statement. See Attachment 1.

P. NONDISCRIMINATION: The successful Consultant(s) agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, religion, age or disability. The successful Consultant(s) shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, religion, age or disability. A statement to this effect will be incorporated into any contract awarded. See Attachment 2.

Q. WORK SPACE AND SUPPLIES: The Towns do not anticipate providing any work space or equipment to the successful Consultant(s). Consultant(s) must also provide any general supplies needed to perform the work related to this Request for Qualifications

R. TERM: The proposed agreement term shall be for time required to complete the described Scope of Work, which is anticipated to be three to five years but may be extended at the discretion of the Towns. The Towns reserve the exclusive option to renew the contract for annual maintenance and monitoring for agreed upon terms, conditions and rates.

S. EQUAL OPPORTUNITY BUSINESS DEVELOPMENT: It is the policy of the Towns to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the Towns' procurement activities. Toward that end, the Towns encourage these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All Consultant(s) are requested to include a statement in its response to this RFQ to describe any planned use of such businesses in fulfilling this contract.

T. INDEMNIFICATION AND INSURANCE REQUIREMENTS INSURANCE AND INDEMNIFICATION REQUIREMENTS:

1. The Consultant(s) shall defend, indemnify, and hold harmless the Towns and their officers, employees, agents, and representatives from any and all liability or loss of any nature whatsoever arising out of or relating to the Consultant(s) operations under the Scope of Services and any contract entered into including, without limiting the generality of the foregoing coverage, any act or omission of the Consultant(s), its agents, servants, employees, or invitees in the execution of performance of said contract.

2. The Consultant(s) shall maintain Commercial General Liability and Insurance against any and all claims and losses arising out of the operation of the contract and the operations covered therein. This insurance shall be obtained from a company authorized to do business in the state of North Carolina and shall include the Towns and their officers, employees, agents, and representatives as additional insured with no less than the following minimum policy limits for each Town: Commercial General Liability: \$1 million Combined Single Limits (CSL) covering bodily injury and property damages; or Commercial General Liability: \$1 million Bodily Injury and \$200,000 per occurrence; \$1 million aggregate.

3. The Consultant(s) shall at its own cost and expense maintain Worker's Compensation Insurance as required by the Code of the State of North Carolina covering each of the persons employed by it in the operation of this contract and keep the insurance in force during the term of this contract. In the event that the Consultant(s) is not required by North Carolina General Statutes to maintain Workers' Compensation insurance, the Consultant(s) shall maintain Employers' Liability coverage with limits of at least \$1,000,000 per occurrence/aggregate.

4. All policies are to be kept in force during the term of the contract and the certificates. All insurance policies shall be in a form and content satisfactory to the Towns, with copies of certificates and endorsements being submitted to _____ for review.

5. CERTIFICATE OF INSURANCE: The successful Consultant(s) shall furnish each Town, upon agreement, with two (2) copies of a certificate of insurance evidencing policies required in the paragraphs above. Such certificate shall specifically indicate that the Public Liability Insurance includes all extensions of coverage required above. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the Successful Consultant(s) shall furnish a certificate of insurance evidencing renewal of such coverage to each of the Towns. The certificates of insurance shall be required in advance of the contract execution.

6. INSURANCE COMPANY AND AGENT: All insurance policies herein required of the successful Consultant(s) shall be written by a company duly authorized by Federal or State law and licensed to do business in the State of North Carolina and be executed by some agent thereof duly licensed as an agent in said state.

SECTION II - SCOPE OF WORK

BACKGROUND: Utilizing available information, the Consultant(s) will be required to review the existing permitting, reports, an existing data collected for beach nourishment projects in the Towns. This will entail a complete assessment of the prior work, an evaluation of beach health indicators and a review concerning the strengths and weaknesses and development/refinement of a master shoreline management plan and beach preservation program, (i.e. Beach Maintenance and Monitoring Plan). This work should be programmatic in nature with the master document identifying all the impacts (short and long-term, cumulative) and offsetting measures. These activities could encompass dredging with concurrent beach disposal, beneficial use projects, FEMA replacement projects, etc. The Consultant(s) shall be familiar with and experienced in conducting shoreline and wave modeling procedures and analyzing accretion and erosion trends for the project's design and acquisition of project permits. The Consultant(s) should have the knowledge and experience in designing and processing federally authorized beach nourishment projects. The Consultant(s) should have the knowledge and experience to create a new project design or to modify the existing design and provide construction administration services as required. Further, the Consultant(s) should have experience with and be prepared to assist the Towns in addressing emergency situations. The proposed scope of work is concentrated within the existing nourished project area and may be expanded, as deemed necessary. The summary of the proposed scope of work presented in this Request for Qualifications should not be construed as absolute and can be modified subsequent to consultation with the selected firm. Work may include, but not be limited to the following;

Planning and Design:

During the design and planning phase, the Consultant(s) shall provide design and planning services that include, but are not limited to:

- A. Modeling of existing conditions and project performance to recommend changes to project design or alternatives to improve project outcomes.
- B. Review of existing maintenance and monitoring plan; preparing analyses and alternatives development to refine maintenance recommendations and schedule.
- C. Review and understanding of local beach nourishment programs, schedules, financing mechanisms and timelines, to determine methods to coordinate the Towns' future projects in ways that will benefit the Towns.
- D. Analysis of alternative shoreline management techniques, even those that may require regulatory changes, to determine suitability and enhancements to the project design and longevity.
- E. Coordination with local communities as well as state and local agencies regarding project design enhancements or coordinated approaches.
- F. Assisting Town officials in strategic planning for future projects, including leveraging/adjusting existing revenue sources or identifying additional methods to raise revenue.

G. Scheduling and attendance at meetings with state and federal representatives and/or agencies to review the proposed project and determine issues to be addressed in the permitting application documents.

H. Preparation of a project synopsis, computation of anticipated dredge and fill volumes, excavation and reclamation areas and a description of the construction methodology.

I. Obtain, collect and analyze existing data and conduct supplemental field investigations to comply with state and federal guidelines including, but not limited to, the following;

- a. Geotechnical surveys and data to comply with state and federal compatibility standards.
- b. Environmental surveys and data for analysis, review and reporting
- c. Engineering data and reports including tidal analysis and hydro-dynamic modeling determining changes to the tidal regime. This work will be concentrated within the existing project area and may be expanded to achieve project goals as determined by the Towns.

J. Review and analysis of the existing Towns' Beach Monitoring and Maintenance Plans. Recommendations for refinements to the existing plans shall address the following for a minimum of a 30-year plan period;

- a. Monitoring protocols and systematic condition surveys, including use of innovative technologies available for data acquisition, and in accordance with FEMA requirements for disaster assistance.
- b. Annualized erosion rates
- c. Anticipated nourishment intervals
- d. Existing and potential borrow sources
- e. Feasibility level project life cycle cost estimates
- f. Annual funding requirements
- g. Schedule of supplemental investigations and permitting
- h. Integrated dune enhancement and management plan
- i. Investigation and feasibility of conducting concurrent operations, or portions thereof, with maintenance work performed by adjoining municipalities
- j. Recommendations for the implementation of interim management measures in between scheduled nourishment maintenance events resulting from significant storm damage.

K. Provide technical criteria, written descriptions and design data, drawings and completed application forms for filing applications to secure necessary permits from federal and state agencies that have jurisdiction to approve the design of the project and assisting the Towns in consultations with appropriate authorities to obtain the required permits and approvals.

L. Prepare permit drawings, vicinity map, project plan and profile, beach fill sections, and pertinent technical data.

M. Integration of a dune management and enhancement program into the beach fill system design.

N. Preparation of bid documents, including technical specifications, quantity summary, Engineer's opinion of probable cost of construction and related design documents.

O. Meeting attendance and presentations at each of the Towns.

P. Preparation of miscellaneous supporting materials (public advertisements, easement assistance, funding assistance, etc.), as required.

Q. Liaison and correspondence with regulatory agencies and preparation of comments and responses.

R. As required, the Consultant(s) shall provide additional assistance to the Towns in coordinating with governmental or other agencies or the public. Such services may include attendance at meetings, review of materials, preparation of studies or other items related to beach nourishment project or educational reference materials. Services may also include funding assistance for beach nourishment, dune management or restoration, mitigation, monitoring surveys and studies and other services related to the project and the operation and maintenance of the constructed beach.

S. The Consultant(s) may be required to prepared preconstruction condition hydrographic and topographic surveys to be used in the evaluation of erosional trends, hot spot identification, shoreline and volumetric computations, as needed for project processing. Aerial photography may be required, concurrent with the surveying, to document existing conditions. Survey work may also be required, with coastal evaluation and in response to emergencies created by storm activity.

T. The Consultant(s) may be asked to provide professional services related to pre and post storm damage assessments requested by state and federal agencies and the preparation of documentation of required to obtain funding assistance following storm declarations by state and federal entities including the Federal Emergency Management Agency.

Bidding and Negotiating:

During the bidding and negotiating phase, the Consultant(s) shall provide bidding and negotiating services that include, but are not limited to:

A. Consultant(s) will assist the Towns in advertising and obtaining bids for construction, materials, equipment, and services necessary to complete the project in accordance with contract documents.

B. Advise and consult with Town staff as to acceptability of contractors(s), subcontractor(s), suppliers, etc. to determine capabilities for performance of work outlined in the contract documents.

C. Advise and consult the Towns as to means, materials and methods proposed by the Contractor(s) for the performance of work outlined in the contract documents.

D. Assist the Towns in assembling, awarding and initiating the project construction contract for the performance of work outlined in the contract documents.

Construction Phase Services:

During the construction phase, the Consultant(s) shall provide construction services that include, but are not limited to:

- A. Monitor the mobilization and demobilization of equipment to and from the project area.
- B. Conduct site visits and observations of construction at an interval deemed appropriate by both parties.
- C. Construction stakeout surveys, as required.
- D. Review construction for compliance with project specifications.
- E. Review and evaluate shop drawings, change orders, determine acceptability of substitutes, issue interpretations and clarifications.
- F. Assist the Towns in the processing of Contractor(s) Applications for Payment.
- G. Conduct necessary surveys, monitoring and testing documenting construction record conditions and results of the project and compliance with permit conditions.
- H. Prepare a final report summarizing the results for presentation to the Towns.
- I. Advise and consult the Towns as to means, materials and methods proposed by the Contractor(s) for the performance of work outlined in the contract documents.
- J. Assist the Towns in assembling, awarding and initiating the project construction contract for the performance of work outlined in the contract documents.
- K. Consultant(s) shall provide engineering construction services to inspect construction of beach fill, environmental habitat and other facilities, features or factors related to the beach nourishment project and permit requirements.
- L. Consultant(s) may be required to provide coordination with agencies and interact with the public on beach nourishment issues.
- M. Survey, analyze, and document project performance and prepare monitoring reports required to comply with the Towns' maintenance and monitoring plans.

Additional Services:

Special circumstances may require the Consultant(s) to provide unforeseen professional services for activities in the areas of, but not limited to; marine and coastal engineering, marine biology, geotechnical engineering, marine geology, and coastal and hydrographic surveys. The Towns reserve the right to include/exclude additional services as required.

SECTION III - INFORMATION REQUIRED FROM CONSULTANT(S) IN QUALIFICATIONS

A responsive submission shall not be more than 10 pages in length (not including any appendices) and will be considered responsive if it contains the following:

1. A brief introduction of the team (internal or external to your firm) responsible to complete the scope of services required – predominately engineering design and environmental coordination/permitting. This introduction should include: company(s) background, a list of key personnel with appropriate coastal engineering, geological, biological and environmental experience with similar projects, including personnel that will interact with Town staff and resource agencies; and a list with an abbreviated summary of relevant project experience that your firm(s) has, minimum of (5) five projects.

2. The general approach your firm would employ to:

A. Develop a long-range Master Shoreline Management Plan and Beach Preservation Program (i.e. Beach Maintenance and Monitoring Plan); and,

B. Develop benchmarks and nourishment triggers understanding the dynamics that exist along the Outer Banks. Your firm should discuss planform design and extents, sand sources envisioned, erosion rates, methodologies for construction and maintenance and provide a loose chronology of beach nourishment events. This information will be used to ascertain your firms understanding of an effective and efficient approach for the nourishment project.

All Consultant(s) should address each of the above areas fully and should not necessarily limit responses only to the points stated.

SECTION IV - CRITERIA FOR REQUEST FOR QUALIFICATIONS EVALUATIONS

Qualifications will be solicited from all firms who wish to be considered for this project. Qualifications submitted by the deadline will be reviewed and evaluated by an Evaluation Committee comprised of representatives from the Towns which will evaluate all Request for Qualifications received. Selection of the Consultant(s) will be based on the following criteria:

A. The successful Consultant(s) must demonstrate a knowledge of all applicable policy and procedures, standard operating procedures, interim policy guidance and state and federal provisions for successfully implementing the beach nourishment project as outlined in Section III. The proposer must be able to perform the work scope and practices of the described professional services including but not limited to engineer(s), surveyor(s), and other subconsultant(s) used in the scope of work undertaken by project participants.

B. The Consultant(s) must demonstrate a proven ability to review, make recommendations, and provide the requested data as outlined in the scope of services for permitting necessary for beach nourishment projects as required by state and local rules and regulations.

C. The Consultant(s) must have a demonstrated technical ability to evaluate the described project for feasibility to construction, operate and maintain, relative to cost effectiveness/cost reasonableness.

D. The Consultant(s) must have a demonstrated ability to provide guidance and consultation to local government officials and others involved in the decision-making process for the establishment of sound practices which will affect the time, consistency, and organization of the jurisdiction(s) process.

E. The Consultant(s) shall demonstrate the ability to perform the desired services in an acceptable time frame and within financial constraints.

F. The Consultant(s) approach to the scope of services. The following factors will be considered critical in the evaluation of the Request for Qualifications prepared in response to this announcement (maximum 100 points available): 1. Specific Related Experience of Project Team Members -- 35 points 2. Performance and Reputation of Participating Firm(s) -- 25 points 3. Team Capacity/Staff Availability -- 25 points 4. Project Scheduling -- 15 points

G. Qualifications will be reviewed by the Evaluation Committee and a selection made based upon the most qualified competitor, subject to negotiation of fair and reasonable compensation. If efforts to negotiate a fair and reasonable fee are unsuccessful with the most qualified firm(s), negotiations will cease with that firm and begin with the second ranked firm. If the Towns are unable to negotiate a satisfactory agreement with either of the firms, the Towns will select additional firms in order of their competence and qualifications and continue negotiations until a satisfactory agreement has been reached and approved by the Towns.

SECTION V – GENERAL CONTRACTUAL CONDITIONS

A. The selected firm shall certify that it has no knowledge of any circumstances which will cause a conflict of interest in providing professional services; and that no contingent fees have been paid for soliciting or securing this contract.

B. The Towns shall select the Request for Qualifications that ranks highest according to qualitative criteria set forth in the RFQ and local federal procurement policies.

C. Each firm or individual submitting a Request for Qualifications response shall include a certification that it does not discriminate on the basis of race, creed, color, national origin, sex, religion, age or disability in employment or provision of services.

D. The selected Consultants(s) shall at its own cost and expense maintain General Liability and Worker's Compensation Insurance as required by the State of North Carolina covering each of the persons employed by it in the operation of this contract and keep the insurance in force during the term of this contract.

E. All rights and ownership of the work completed during the performance of the contract shall become the sole property of each Town without future usage restrictions of any kind. The Request for Qualifications/interview/selection process and final scope of work (once fully developed) will be completed under the general direction of the Towns. will be the primary point of contact for all matters associated with the Request for Qualifications, including questions respondents may have during the process as well as working with the selected firm for preparation of reports and presentations and keep the Board of Commissioners apprised of any developments.

Each Town reserves the right to reject any and all submissions, negotiate with the best qualified firm regarding fees and/or scope of services, or postpone the decision for an indefinite period of time.

Although participating in this RFQ process as a group, each Town will enter into an independent contract with the selected Consultant(s). Additionally, each Town reserves the right to negotiate with a different consultant, or contract for partial or a different scope of work than outlined in this Request for Proposals.