



# 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](http://www.southernshores-nc.gov)

Join Zoom Meeting

<https://zoom.us/j/98567399679?pwd=STIGUIJ6UFN2aHpGSXphY2hMSEdaUT09>

Meeting ID: 985 6739 9679

Password: 623394

JULY 7, 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

- i. Council Meeting Minutes Regular Mtg. 6/1, Special Mtg. 5/1 & 4/20 & Workshop 4/21 **DRAFT MINUTES EMAILED TO COUNCIL**

2. Employee Recognition

- A. 15 Years of Service-Darrell Brickhouse

3. Staff Reports

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

4. 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.)**

5. Old Business

- A. Budget Amendments **TAB 1**
  - i. Budget Amendment-No left Turn Weekends
  - ii. Budget Amendment-SSVFD Fence Installation
  - iii. Budget Amendment-Painting of Police Department Building
  - iv. Budget Amendment-Crosswalk at Hickory Trail & Woodland Dr.
- B. Consideration of Coastal Protection Engineering Of North Carolina, Inc. Services Agreement **TAB 2**
  - i. Budget Amendment-CPE-NC
- C. Discussion of Continuing Road Improvements on Dewberry Lane **TAB 3**
- D. Resolution 2020-07-01 (Traffic in Southern Shores) **TAB 4**

6. New Business

- A. Resolution 2020-07-02 Resolution Appointing A Deputy Finance Officer **TAB 5**

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

8. Other Business

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

9. Closed Session -Pursuant to NCGS §143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body.

10. Adjourn



**Town of Southern Shores  
Budget Amendment Number # 3**

**Fire Department  
Increases**

Account Number	Description	Amount
40-39909	<b>Revenues</b> Unassigned Fund Balance	\$10,000
54-50405	<b>Expenditures</b> Fence	\$10,000
<b>TOTAL</b>		<hr/> <hr/>

**Streets  
Decreases**

Account Number	Description	Amount
<b>TOTAL</b>		<hr/> <hr/>

Explanation: To reappropriate money for fence at new station on South Dogwood

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Recommended By:

\_\_\_\_\_  
Cliff Ogburn, Town Manager

Approved By: Town Coucil

\_\_\_\_\_  
Tom Bennett , Mayor

\_\_\_\_\_  
Date

**Town of Southern Shores  
Budget Amendment Number # 4**

**Public Works  
Increases**

**Police  
Decreases**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
40-39909	<b><u>Revenues</u></b> Unassigned Fund Balance	\$8,265			
59-50927	<b><u>Expenditures</u></b> Town Buildings Maintenance	\$8,265			

Explanation: To reappropriate money from FY 19-20 budget to paint Police building

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\_\_\_\_\_  
Cliff Ogburn, Town Manager

Approved By:

\_\_\_\_\_  
Tom Bennett, Mayor

\_\_\_\_\_  
Date

**Town of Southern Shores  
Budget Amendment Number # 5**

<b>Streets Increases</b>			<b>Decreases</b>		
Account Number	Description	Amount	Account Number	Description	Amount
40-39909	<b>Revenues</b> Unassigned Fund Balance	\$ 15,200			
57-50906	<b>Expenditures</b> Street Maintenance	\$15,200			
	<b>TOTAL</b>			<b>TOTAL</b>	\$ -

Explanation: To reappropriate money from FY 19-20 budget for crosswalks on Hickory Trail and Woodland Drive

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Recommended By:

\_\_\_\_\_  
Cliff Ogburn, Town Manager

Approved By:

\_\_\_\_\_  
Tom Bennett, Mayor

Date \_\_\_\_\_

**Town of Southern Shores  
Budget Amendment Number #2**

**Streets  
Increases**

**Decreases**

Account Number	Description	Amount	Account Number	Description	Amount
<b>Revenues</b>					
40-39909	Unassigned Fund Balance	\$187,676			
40-39933	Due from Dare County	\$250,000			
<b>Expenditures</b>					
57-50154	Beach Nourishment Engineering	\$437,676			

Explanation: Cost of design of 2022 beach nourishment project

Recommended By:

Approved By:

\_\_\_\_\_  
Cliff Ogburn, Town Manager

\_\_\_\_\_  
Tom Bennett, Mayor

\_\_\_\_\_  
Date

**COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.**  
**SERVICES AGREEMENT**  
**FIXED PRICE BASIS**

All in accordance with the following terms and conditions.

1. **SCOPE OF SERVICES:** **COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC. (“CPE-NC”)** agrees to perform for the undersigned CLIENT, engineering and consulting (“Services”) described in the attached Proposal and/or as follows:

**Proposal: Design and Environmental Permitting Services 2022 Beach Nourishment, Town of Southern Shores, North Carolina**

2. **FEES, INVOICES AND PAYMENTS:** The Services will be performed for the lump sum fee of **\$437,675.75 (Four hundred thirty-seven thousand, six hundred seventy-five dollars and seventy-five cents).**

Invoices will be submitted by CPE-NC no more frequently than every month, with payment due upon CLIENT’S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payments (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, tariffs and duties levied against CPE-NC or its employees by any government or taxing authority. A service charge equal to one-half percent (1/2 %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion of an invoice, the undisputed portion shall be promptly paid.

3. **CLIENTS COOPERATION:** To assist CPE-NC in performing the Services, CLIENT shall (i) provide CPE-NC with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with CPE-

NC when requested, (iii) permit CPE-NC reasonable access to relevant project sites, (iv) ensure reasonable cooperation of CLIENT’s employees in CPE-NC’s activities, and (v) notify and report to all regulatory agencies as required by such agencies.

4. **CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to CPE-NC, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, CPE-NC will exercise reasonable efforts to avoid the disclosure of such information to others. Likewise, to the extent that CPE-NC discloses to CLIENT, business or technical information that CPE-NC clearly marks in writing as confidential or proprietary, CLIENT will exercise reasonable efforts to avoid the disclosure of such information to others.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of law; or by North Carolina Public Records Law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to

notify the other party and afford it an opportunity to resist such process.

5. **DELAYS AND CHANGES IN CONDITIONS:** If CPE-NC is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by CPE-NC; or (vi) any other cause beyond the reasonable control of CPE-NC, then 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) CPE-NC shall receive an equitable compensation adjustment. Any such equitable adjustment shall be based on CPE-NC's then current Time and Material Rates, as may be provided in a Rate sheet attached hereto.
6. **INSURANCE:** CPE-NC is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to CLIENT on request. If the CLIENT requires further insurance coverage, CPE-NC will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.
7. **INDEMNITIES:** CPE-NC shall defend, indemnify and hold harmless CLIENT and its officers and employees from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CPE-NC, its borrowed servants and their employer and its subcontractors, and their respective employees and agents acting in the course and scope of their employment. CLIENT shall defend, indemnify and save harmless CPE-NC (including its

borrowed servants and their employers and its officers, and employees) from and against, any loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CLIENT, its officers and employees.

8. **LIMITATIONS OF LIABILITY:**

- a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY CPE-NC SHALL BE TO REQUIRE CPE-NC TO RE-PERFORM ANY DEFECTIVE SERVICES. CPE-NC'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, , OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED EXCEPT FOR THE MUTUAL INDEMNIFICATIONS SET FORTH IN SECTION 7 ABOVE. IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE AMOUNT OF COMPENSATION FOR SUCH SERVICES,
- b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, CPE-NC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

9. **GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

10. **TERMINATION:** Either party may terminate this Agreement with or without cause upon forty five (45) days' written notice to the other party. Upon such termination, CLIENT shall pay CPE-NC for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay CPE-NC all reasonable costs and expenses incurred by CPE-NC in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

11. **ASSIGNMENT:** Neither CPE-NC nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CPE-NC may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

12. **MISCELLANEOUS:**

a. **ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS:** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by CPE-NC to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by CPE-NC, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the three pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CPE-NC to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the

CLIENT is hereby expressly objected to by CPE-NC and shall not operate to modify the Agreement.

b. **DISPUTES, ATTORNEY FEES** – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 9 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

c. **WAIVER OF TERMS AND CONDITIONS** - The failure of CPE-NC or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by CPE-NC or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

e. **SEVERABILITY AND SURVIVAL** - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and CPE-NC agree to the foregoing **(INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS herein)** and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on June \_\_\_\_\_, 2020

**COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.**

By (Sign): \_\_\_\_\_

Print Name:     Kenneth Willson    

Title:     President    

Address:     4038 Masonboro Loop Road,    

    Wilmington, North Carolina, 28409    

Phone:     (910) 399-1905    

Fax:     N/A    

E-mail:     kwillson@coastalprotectioneng.com    

**TOWN OF SOUTHERN SHORES, NORTH CAROLINA**

By (Sign): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**EXHIBIT A:**  
**SCOPE OF PROFESSIONAL SERVICES**  
**TOWN OF SOUTHERN SHORES, NORTH CAROLINA**  
**DESIGN AND ENVIRONMENTAL PERMITTING SERVICES**  
**2022 BEACH NOURISHMENT**

Coastal Protection Engineering of North Carolina, Inc. (CPE-NC) will provide engineering, environmental, and geotechnical services to the Town of Southern Shores (TOWN) in support of a beach nourishment project scheduled for 2022. The specific services include project management, environmental documentation and permitting, engineering design, borrow area investigations and design, and a baseline survey of the native beach.

The CPE-NC project manager will be responsible for project administration of the Scope of Work with assistance from other senior staff as appropriate. Administration includes coordination with the client, progress meetings and status updates, budget control, scheduling, planning, internal meetings, managing sub-contractors, and other associated management tasks required to complete the project according to the scope in a timely manner. Five (5) in-person project meetings between CPE-NC and the TOWN are anticipated over the anticipated 12 months to complete this Scope of Work. Four (4) of the meetings are assumed to be multi-Town meetings, for which costs will be shared among the Towns. The fifth meeting is intended to be an update to Town Council to provide project updates and to answer any questions from staff or elected officials. In addition to these meetings, CPE-NC will provide the TOWN with a monthly 1-page summary of activities via e-mail. Costs associated with Project Management have been incorporated into each of the project tasks, which are described in detail below.

**TASK 1: Environmental Documentation and Permitting**

**Sub-Task A: Permitting**

The construction of the beach nourishment project along portions of the TOWN's shoreline will require permits from the Department of the Army (U.S. Corps of Engineers, or USACE) in order to satisfy the National Environmental Policy Act (NEPA). In addition, a Coastal Area Management Act (CAMA) Major Permit will be required by the North Carolina Division of Coastal Management (NC DCM). Major permits are necessary for activities that require other state or Federal permits, for projects that cover more than 20 acres, or for construction covering more than 60,000 square feet. Applications for CAMA Major Permits are reviewed by ten (10) state and four (4) Federal agencies before a decision is made.

The USACE will issue the Department of the Army (DA) permit, but project planning and formulation during the preparation of the environmental documents will also include consultation with other Federal agencies including, but not necessarily limited to, the U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), Bureau of Ocean and Energy Management (BOEM), and the Environmental Protection Agency (EPA). The lead State agency will be the NC DCM who will issue the CAMA Major Permit, but coordination will involve other State agencies including, but not limited to, the North Carolina Division of Marine Fisheries (NC DMF), North Carolina Wildlife Resources Commission (NC WRC), North Carolina Division of Water Resources, (NC DWR), and North Carolina Division of Water Quality (NC DWQ).

Task 1 includes the development and submittal of the complete Department of Army (DA) Individual Permit (IP) application and the CAMA Major Permit application directly to the respective agencies.

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The CAMA Major Permit application package will include the required MP-1 and MP-2 forms along with plan drawings and adequate additional information that will serve to satisfy the various divisions and agencies who will review the application. This will include information pertaining to borrow area sediment characteristics, threatened and endangered species (marine and terrestrial), essential fish habitat (EFH), and other natural resources. Similar information will be provided in an IP application to the USACE Regulatory Division. Four (4) hard copies and ten (10) CDs of the CAMA Major Permit application, project drawings, and other attachments will be produced and provided to NC DCM for dissemination to the resource agencies for review. Additionally, four (4) hard copies and four (4) CDs of the DA IP application and attachments will be provided to USACE for review and dissemination to federal resource agencies. A \$400 permit fee will be required to submit the CAMA Major Permit application. This cost is not included in the cost of CPE-NC's proposal and will be requested from the TOWN at the time the application is to be submitted.

The permitting process for both the USACE and NC DCM will facilitate the issuance of additional approvals required by federal and state agencies prior to the implementation beach nourishment project. These include:

- NEPA Compliance
- NC DCM Coastal Area Management Act (CAMA) Major Permit
- NC DWR General Water Quality Certification
- NC State Historic Preservation Office's concurrence
- DA Individual Permit in compliance with Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act
- USFWS and NMFS concurrence with Section 7 of the Endangered Species Act (ESA).
- NMFS concurrence with the Magnuson-Stevens Fishery Conservation and Management Act.
- US EPA concurrence with the Clean Water Act (CWA)

CPE-NC proposes participation in up to two (2) additional meetings with the various agencies/stakeholders during the permit application development and review. Additional coordination with resource agencies/stakeholders will be conducted via telephone and email correspondences as needed. The submittal of the CAMA Major Permit application and DA IP application will serve as project deliverables.

CPE-NC will, in good faith, submit complete DA IP and CAMA Major Permit applications; however, the USACE and/or NC DCM may issue a Request for Additional Information (RAI) in response to these permit applications. Should this occur, an additional task order will be submitted to the Town under a separate Scope of Work to address the specific RAI requirements.

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**Sub-Task B: BOEM Lease Request**

The use of borrow material obtained from within federal waters on the Outer Continental Shelf (OCS) requires the issuance of a lease agreement from BOEM under the auspices of the Outer Continental Shelf Lands Act (OCSLA). It is expected that material for this proposed project will be obtained from Borrow Area A (one of the two areas included in the lease agreement between Dare County and BOEM issued to support the 2017 nourishment event) or a new yet-to-be-defined borrow area in the OCS. A request for a new non-competitive negotiated lease agreement that will allow for the use of borrow material from within federal waters will be developed and submitted to BOEM for their consideration. Elements included in the lease request may include:

1. A detailed description of the proposed project and how it qualifies under Section 8(k) of the OCSLA
2. A description of the proposed borrow area(s) and placement area(s) including digital maps and ESRI shapefiles and metadata depicting the same, navigation features, geologic sampling locations, and any hard or live-bottom benthic habitat
3. Any geological data (such as sediment sample locations and grain size data, core logs, photographs, *etc.*) and geophysical data (such as sub-bottom profiler, marine magnetometer, sidescan sonar, and bathymetric data, *etc.*) used in borrow area selection and design
4. Any other known uses of the OCS or other infrastructure in the borrow area
5. A description of the environmental evaluations and corresponding documents that have been completed or are being prepared for offshore and onshore components of the project, including any NEPA documentation
6. A target date or range of dates when the resources will be needed
7. A description of the person or government entities undertaking the project
8. A list of any permits, licenses, or authorizations required for the project and their current status
9. Any known potential inconsistencies with state or local statutes, regulations, or ordinances
10. The name, title, telephone number, mailing address and email address of any points of contact for any federal agencies, state, or local governments, and contractor(s) with whom the applicant has contracted or intends to contract
11. A statement explaining who authorized the project, and whether it is federally authorized
12. A statement explaining how the project is to be funded, indicating whether it is federally funded in whole or in part

The submittal of the aforementioned information to BOEM will serve as a project deliverable.

**Sub-Task C: Environmental Documentation**

Prior to the 2017 nourishment event, the USACE determined that an Environmental Assessment (EA) was required from each applicant associated with the multi-town cooperative project. In addition, a single “Batched” Biological Assessment (BA) and a single Programmatic Essential Fish Habitat (EFH) assessment covering the proposed action of all four towns was required. An interagency meeting was held on April 29, 2020, to determine the necessary environmental documentation that would meet NEPA requirements and support the permitting approach

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associated with this proposed maintenance project. During that meeting it was determined that a single comprehensive EA covering the actions of all four beach projects could be developed. A new Programmatic EFH would not be required and, rather, the existing Programmatic EFH from the 2017 project could be supplemented with updated information as needed. Finally, it was determined that the proposed project should be covered by the recently revised South Atlantic Regional Biological Opinion (SARBO) and, therefore, a new or supplemental BA would not be necessary. Rather, to ensure compliance with Section 7 of the Endangered Species Act, CPE-NC will coordinate with BOEM and USACE to ensure all relevant information is provided to USFWS and NMFS during their consultation efforts.

CPE-NC does not anticipate the need for field studies to collect any additional environmental data; therefore, this cost proposal does not reflect any additional field studies. In the event such field studies are determined to be necessary, a change order will be requested with a modified Scope of Work. The costs associated with these environmental documents, their scopes provided in greater detail below, have been developed under the assumption that each of the four towns associated with the multi-town cooperative beach nourishment project will cost share the expense equally. It is possible that a resource or regulatory agency will issue a RAI in response to these environmental documents. Should this occur, an additional task order will be submitted to the Town under a separate Scope of Work to address the specific RAI requirements.

A description of the environmental documentation efforts are as follows:

***Environmental Assessment (EA):***

An EA under NEPA is a concise public document that provides sufficient evidence and analysis for determining whether USACE should issue a Finding of No Significant Environmental Impact (FONSI) or prepare an EIS. It is designed to help public officials make decisions that are based on an understanding of the human and physical environmental consequences of the proposed project and take actions, in the location and design of the project, that protect, restore and enhance the environment. The core elements of an EA in 40 CFR § 1508.9:

1. The need for the proposal,
2. Alternatives as required by NEPA § 102(2)(E),
3. The environmental impacts of your proposed action and the alternatives, and
4. The agencies and persons consulted.

CPE-NC will utilize the existing EA developed for the TOWN along with the information drafted in the EAs previously developed for the other towns associated with the 2017 multi-town cooperative project to create a new comprehensive EA that assesses the impacts of the actions proposed by all four towns collectively. This single document will include a description of the specific actions proposed for each of the four towns and will be utilized by the USACE and BOEM to ensure NEPA requirements are met.

A Preliminary Draft EA will be submitted to the USACE Regulatory Division and the BOEM for internal editing. Once all comments from USACE Regulatory have been addressed, a notification

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**2022 BEACH NOURISHMENT**

to the Federal Register will declare the release of the Draft EA to the public. Following a 30-day commenting period, CPE-NC will address all comments received by the USACE. A Final EA will then be developed and released again via an announcement to the Federal Register. Ten (10) printed copies and ten (10) digital copies of the Final EA will be produced and submitted to the USACE and BOEM.

The submittal of the Final EA will serve as a project deliverable.

***Supplemental Programmatic Essential Fish Habitat (EFH) Assessment:*** The Magnuson-Stevens Fishery Conservation and Management Act (MSFCMA) was enacted by the U.S. Congress to protect marine fish stocks and their habitat, prevent and stop overfishing and minimize bycatch. Congress defined EFH as "those waters and substrate necessary to fish for spawning, breeding, feeding or growth to maturity." The MSFCMA requires that EFH be identified for all fish species federally managed by the Fishery Management Councils (FMCs) and NMFS.

CPE-NC will supplement the Programmatic EFH utilized by NMFS for the 2017 multi-town cooperative beach nourishment project with additional information, newly designated EFH constituents (should they exist), and updated biological data relevant to the project area. Furthermore, should new borrow area(s) be delineated, information on those sites will also be included. The Supplemental Programmatic EFH assessment will be submitted by CPE-NC on behalf of the four towns to the USACE and BOEM. The USACE and BOEM will then enter consultation with NMFS Habitat Conservation Division (HCD) who will review the document to ensure it is comprehensive and complete. Once determined that the document is comprehensive and complete, NMFS HCD is anticipated to issue their concurrence to the USACE fulfilling this aspect of the NEPA requirement.

The submittal of the Final Supplemental Programmatic EFH assessment will serve as a project deliverable.

***Biological Assessment (BA):*** As mentioned above, based on communications with USACE and BOEM, it is presumed that due to the issuance of the 2020 SARBO, this project will not require the submittal of a BA. However, under Section 7 of the ESA, federal agencies must consult with USFWS and NMFS Protected Resource Division (PRD) on activities that may affect ESA-listed species. These federal agency consultations are designed to help federal agencies in fulfilling their duty to ensure that their actions do not jeopardize the continued existence of a species or destroy or adversely modify designated critical habitat. As such, to ensure compliance with Section 7 requirements, CPE-NC will facilitate the consultation process between the USACE and BOEM and the federal resource agencies to ensure that they are provided adequate information regarding the anticipated project-related impacts as they pertain to protected species. CPE-NC will also respond to additional data requests by USFWS and NMFS PRD as needed.

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**TASK 2: Engineering and Design**

In 2018 and 2019, CPE-NC conducted a series of studies focused on evaluating storm vulnerability along the Town’s oceanfront shoreline and determining where beach nourishment should be considered. CPE-NC developed a series of project options for consideration by the Town of Southern Shores. In late 2019, the Town requested that CPE-NC also evaluate the amount of “useable” beach in addition to storm vulnerability. In January 2020, CPE-NC provided additional project options for the Town to consider that took into consideration storm vulnerability, useable beach, and measured volumetric change rates. To date, CPE-NC has estimated the average fill density recommended for each of the project options and provided cost estimates.

At present, the Town has yet to decide on a beach nourishment option. Once that decision is made, and in preparation of an anticipated 2022 project, CPE-NC will refine the project design to 1) conduct detailed design analysis focused on finalizing the established beach design, 2) optimize fill distribution along the project area, and 3) update advanced fill quantities based on the latest beach profile data.

Beach Profile Data: CPE-NC has conducted annual monitoring surveys of the Town’s oceanfront beach since 2017. CPE-NC is currently under contract with the Town of Southern Shores to collect beach profile data in June 2020. These data will be used to evaluate the design recommendations described in the following paragraphs.

Beach Fill Performance Evaluation and Modeling. The project design will be based on analyses previously conducted by CPE-NC during the vulnerability and beach management plan development conducted in 2018 and 2019 as well as numerical modeling analysis of future project performance. In the previously conducted engineering assessments conducted by CPE-NC, the storm simulation model SBEACH was used to evaluate vulnerability of existing conditions and to determine the estimated quantity of fill to provide storm damage reduction expected to occur under conditions similar to the design storm (Hurricane Isabel).

It is well known that any beach fill placed along a shoreline will be subject to gradual loss of material due to background erosion, i.e., the observed historic rate of shoreline change in the project area, as well as diffusion losses due to the alongshore spreading of the fill material out of the placement area. This will be the first town wide beach nourishment project for Southern Shores, therefore, diffusion losses from the fill are unknown and will need to be estimated using analytical calculations (i.e. Dean and Yoo, 1992) and advanced numerical modeling.

In order to further evaluate the beach nourishment design alternatives and lateral diffusion losses, we will employ the highly advanced process-based model Delft3D. Delft3D is a world leading 3D modeling suite used to investigate hydrodynamics, sediment transport and morphology (beach and dune erosion) and water quality for coastal environments. The software has proven its capabilities on many coastal engineering projects and coastal research initiatives around the world and has been extensively used in the U.S. to evaluate beach nourishment performance. Our lead numerical modeler, Dr. Lindino Benedet, was one of the first coastal scientists to utilize Delft3D to evaluate

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beach nourishment performance in the U.S. in the early 2000s. Additional details of the model can be found at: <https://oss.deltares.nl/web/delft3d/about>.

In the spirit of collaboration among the four northern Dare County Towns to achieve project cost savings and efficiencies, CPE-NC will develop a regional wave and flow model that can be utilized by all four of the Towns to evaluate project specific engineering alternatives. Existing datasets of bathymetric and topographic data for the project area, coupled with hydrodynamic measurements from the USACE FRF will be the main sources of data for the numerical modeling. A regional flow and wave grid will be developed for the region extending from the northern end of the Town of Duck to the southern end of the Town of Kill Devil Hills project area. The regional Delft3D WAVES and FLOW will be calibrated to wave measurements conducted at the FRF.

The regional grid will provide boundary conditions to the nested detailed modeling grids that will be used to cover project specific areas of investigation for each of the four Towns. The highest resolution for the TOWN project-specific nested grid will be in the areas in the wave breaking zone and beach within the TOWN nourishment project area. The nested morphology model will include the Town of Southern Shores nourishment segment.

After model calibration and following consultation with the TOWN, the Delft3D model will be used to estimate nourishment volume losses for different nourishment designs. We anticipate simulating up to four (4) beach re-nourishment design configurations aimed at optimizing project performance. These alternatives may include variations in nourishment volume density (cy per length of shoreline) and various taper configurations. These alternatives will be simulated using the Delft3D model for periods of one (1) year and five (5) years. The results of the model will be evaluated in terms of annual volumetric losses from the project area.

The Delft3D numerical model developed to support the nourishment project will be a “working model” for the TOWN to be used as a tool over the long-term to evaluate the project and improve project performance. Specifically, the model may be used to evaluate episodic alongshore losses following the impacts of hurricanes and nor’easters. It could also be used to evaluate the potential for dune overtopping and flooding. Furthermore, considering borrow area investigations included in this proposal and likely necessary over the long-term management of the TOWN’s project, new borrow areas identified directly offshore of the project can be modeled to evaluate borrow area impacts to the project or adjacent shorelines and support borrow area permitting efforts.

Storm Vulnerability Analysis. In addition to the Delft3D modeling, conducted to evaluate long term fill volume losses (lateral losses), we will utilize a cross-shore storm response model such as SBeach or C-Shore to evaluate the ability of various beach fill profile designs to mitigate for the predicted impact of the design storm (Hurricane Isabel).

We will utilize the existing cross-shore model calibration conducted by CPE-NC using FRF data in the vicinity of the project area. Production runs of profile response will be conducting using the most recent profile and offshore bathymetric data to a depth of -40 feet for modeling purposes. The

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wave boundary conditions for the cross-shore model will be obtained from the calibrated regional Delft3D model.

The Cross-shore model will be used to evaluate the ability of various beach fill profile designs to mitigate for the predicted impact of the design storm. The beach fill designs will include beach fills with variable width berms and elevations, as well as design profiles that include both berms and variable width and elevation of dunes. Each design profile will be evaluated using the same design storm(s) used for the without project condition.

Advanced Fill Volume Analysis. A key component of a beach fill design is an assessment of periodic nourishment requirements needed to maintain the design profile during the interim period between nourishment events. This quantity of fill placed to maintain the design fill during the interim period between nourishment cycles is referred to as advanced fill.

CPE-NC will evaluate volumetric change rates measured since the 2017 beach nourishment project as well as previously reported historic shoreline and volumetric changes. CPE-NC will also use the results of the numerical modeling to better resolve expected diffusion losses. Through these analyses, volumes for advanced fill will be calculated. These values will be incorporated into the Town's beach maintenance plan to better predict future maintenance costs.

Berm Height Elevation Analysis. The initial beach fill design for the projects constructed at Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills in 2017 called for a variable width berm constructed at +6.0 ft. NAVD88. During construction of the projects, the constructed berm was overtopped during several high-water events. Water that overtopped the berm infiltrated the sand as water levels subsided, and eventually, the wave climate re-shaped the beach profile into a more natural configuration.

CPE-NC will evaluate the various beach profile data sets collected since the projects were constructed in order to evaluate whether the +6.0 ft. NAVD88 elevation is the optimal elevation to construct the berm for the TOWNS proposed project. When a beach project is constructed with a berm elevation that is too low, there is a risk that frequent overtopping of the berm can result in ponding of water on the berm, which can impact recreational users of the beach. Furthermore, if a berm is constructed at too high an elevation, increased and more severe scarping can occur as the profile is evolving in response to wave forces. The analysis will focus on optimizing the berm elevation to minimize both the risk of ponding and the risk of scarping.

Engineering Plans. Once CPE-NC has completed the analyses and established a recommended design, a set of engineering plans will be developed. The plans will include detailed plan view and cross section view drawings of both the borrow areas and the proposed beach fill, including allowable dredge cut depths, berm elevation, berm width, and project extent. These plans will be incorporated into the permitting applications discussed under Task 1.

Engineering Report. CPE-NC will prepare an engineering report that documents the process employed to develop the recommended design. The report will include a description of data used, detailed description of the setup and calibration of the Delft3D model and cross shore model,

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descriptions and results of the various design analyses conducted, and recommended design adaptations.

**TASK 3: Borrow Area Investigations and Design**

As part of the agreement between CPE-NC and the TOWN executed on May 8, 2020, a sand search desktop study was conducted to evaluate the potential presence/absence of sand resources in state and federal waters offshore the Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills. Based on the information compiled and evaluated, several areas have been identified for further investigation. Available geophysical and geotechnical data in the region indicates that there is a potential sand deposit south of previously defined Area C and north of Kill Devil Hills.

In order to further evaluate these potential sediment resources, CPE-NC will work with our sub-contractor, Aptim Environmental & Infrastructure, LLC (APTIM), to collect additional geophysical and geotechnical data in the area south of Borrow Area C to Kitty Hawk. Exhibit D includes a map showing the location identified for further investigation under Task 3. The Modern Sand Isopach developed by the U.S. Geological Survey (USGS) and historic seismic data and vibracores provide a baseline for the potential sand deposit. CPE-NC will conduct a two-phase survey plan, with Phase 1 consisting of a reconnaissance-level geophysical and geotechnical survey, followed immediately by a Phase 2 design and cultural resource geophysical and geotechnical survey. The investigations will include data acquisition, data processing and interpretation, borrow area design, compatibility analysis, and production of a final geotechnical report.

During the Phase 1 reconnaissance-level geophysical survey, a single-beam echosounder, sidescan sonar, chirp sub-bottom, and magnetometer systems will be used to collect four (4) days of geophysical data on widely-spaced intervals over the entire investigation area. The data will be reviewed in real time to determine the best potential areas to focus the design level investigation and to select up to 15 reconnaissance-level vibracores to be collected within the investigation area. This determination will primarily be based on correlating the historic geotechnical data to the subsurface geophysical data to identify the thickest, coarsest sand deposit possible that is free of incompatible material and obstructions, and that avoids impacts to protected resources. Once vibracore sites have been selected, the geophysical data will be used to conduct a cultural resource clearance of the proposed vibracore locations. At that point, vibracore collection will commence at the cleared locations. Once the Phase 1 vibracores have been collected, the vibracores will be split to evaluate the quality of the sand deposits. Areas to be investigated during Phase 2 (Design Level) will be delineated based on the preliminary evaluation of the Phase 1 vibracores.

The design-level geophysical survey will consist of collecting sidescan sonar, chirp sub-bottom, and magnetometer data at a 30-meter (m) line spacing across the selected area, together with perpendicular tie lines to satisfy the requirements of both borrow area design considerations, as well as cultural resource identification and avoidance criteria. After the completion of the design-level geophysical survey, field operations will transition to geotechnical operations to collect up to 30 vibracores, with one core for up to 23 acres throughout the design-level investigation area.

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Vibracores will be collected to sufficient depths such that they extend at least two feet below the maximum dredge depth (up to 20 ft. long). Vibracores will be sited such that the chirp sub-bottom lines can be used to correlate the area between vibracores for a better understanding of the relationship between compatible and non-compatible sediment layers. In addition, full-swath multi-beam echosounder, at a tighter line spacing to achieve full seafloor coverage, will be collected over the initially delineated borrow area (after design-level investigations are complete) to provide full seafloor elevations.

All sidescan sonar and seismic reflection data will be processed using the SonarWiz.MAP software package developed by Chesapeake Technologies Inc. This software package allows for advanced processing, interpretation, and digital mosaic output and can produce georeferenced HTML's viewable in generic web-browser software programs. SonarWiz.MAP also produces digital geographic information for both sub-bottom and sidescan data that are exportable for incorporation into a GIS database. All sidescan sonar, sub-bottom profile, magnetometer, and bathymetric data collected during the course of the preliminary and design level geophysical survey will be processed and interpreted. In addition, the magnetometer data will be reviewed by a qualified archaeologist for cultural resource interpretation.

Upon completion of field operations, all vibracores will be logged by describing sedimentary properties by layer in terms of layer thickness, color, texture (grain size), composition and presence of clay, silt, gravel, or any other identifying features. The vibracores will be photographed in 2.0 ft. intervals. Sediment samples will be extracted from the vibracores at irregular intervals based on distinct stratigraphic layers in the sediment sequence. The vibracores will then be wrapped and archived. CPE-NC will store cores until the time of construction. After this time, cores may either be relinquished to the client or stored for an additional annual cost of \$25 per core.

The sediment samples will be analyzed to determine color and grain size distribution. During sieve analysis, the wet, dry, and washed Munsell colors will be noted. Sieve analysis of the sediment samples will be performed in accordance with the American Society for Testing and Materials (ASTM) Standard Methods Designation D 422-63 for particle size analysis of soils. This method covers the quantitative determination of the distribution of sand size particles. For sediment finer than the No. 230 sieve (4.0 phi) the ASTM Standard Test Method, Designation D 1140-00 will be followed. Weights retained on each sieve will be recorded cumulatively. Grain size results will be entered into the gINT® software program, which computes the mean and median grain size, sorting, and silt/clay percentages for each sample using the moment method.

Samples will also be tested for carbonate content. Carbonate content will be determined by percent weight using the acid leaching methodology described in "Methods of Study of Sediments" (Twenhofel and Tyler, 1941).

A compatibility analysis will be conducted to match the borrow area(s) and beach for optimum project performance and to satisfy the Technical Standards for Beach Fill Projects (15A NCAC 07H.0312). Composite values for mean grain size, percent silt, percent gravel, and percent carbonate will be calculated for the sediment contained in each borrow area. These composite

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values for the borrow areas will be compared to composite values for the native beach. CPE-NC will determine composite sediment characteristics for the native beach using a combination of samples taken prior to the 2017 beach fill project at the south end of the TOWN and samples to be collected as part of this Scope of Services under Task 4. The results of the analysis of both borrow area and native beach samples will be included along with the results of the compatibility analysis as part of the final geotechnical report.

A preliminary draft geotechnical report will be prepared and submitted to the TOWN in digital format for review and comment. This report will include project results, including bathymetric and isopach (sediment thickness) maps, sub-bottom (seismic) survey profiles, vibrocore logs, vibrocore photographs, granulometric reports, and grain size distribution curves. The TOWN will identify any revisions that may be necessary and provide recommendations for the final draft report. The final draft report will be submitted to state and federal resource agencies. In the event that comments are provided by the resource agencies, CPE-NC will amend the draft report to address those comments. Addressing comments does not include the collection of additional field data. In the event that additional field data is required, CPE-NC will submit a separate proposal for the work.

A final report summarizing the results of the geotechnical investigation will be prepared and submitted to the TOWN as well as to state and federal resource agencies as an addendum to the Final EA.

**Task 4 - Native Sampling**

In order to obtain a state permit from the NC DCM, sediment characterization of both the native beach and borrow area must be conducted to determine if the sand source is compatible with the beach. The Technical Standards for Beach Fill Projects (15A NCAC 07H.0312) defines the requirements of data collection and the procedure in which compatibility will be determined. Characterization of the offshore Borrow Area A was conducted in 2014, and characterization of additions borrow areas proposed for investigation under Task 3 of this Scope of Services, will be completed in a way that satisfies the State Technical Standards. Task 4 of this Scope of Services includes characterization of Southern Shores native beach in accordance with the state Technical Standards.

The North Carolina Coastal Resources Commission is currently evaluating modification to the State Technical Standards for Beach Fill Projects (15A NCAC 07H.0312)(1)(c and d). CPE-NC had developed the following scope based on the proposed changes to the state standards and our understanding that these will be in effect when the NC DCM permits are reviewed. In that regard, CPE-NC will collect 13 samples along five (5) profiles within the proposed project area to characterize the TOWN's native beach. Specifically, samples will be collected along profiles as baseline stations -50+00, -90+00, -130+00, -170+56, and -197+12. Sample distribution along the profiles will include six (6) samples landward and six (6) samples seaward of the mean low water (MLW) line and 1 additional sample at the MLW line. Mechanical sieve analysis will be conducted on each sample and a composite grain size will be calculated for each profile. A

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composite sample for each profile will be prepared by mixing equal parts of samples from each sample location along a profile. The composite sample generated for each profile will be analyzed for calcium carbonate content using an acid digestion process.

Results of the characterization of the native beach will be incorporated into the borrow area design and sediment compatibility report described under Task 3.

**Task 5: Baseline Survey to Quantify 3-Inch Clasts on Native Beach**

Part of the sediment compatibility determination required by the state Standards require the determination of a baseline value for the number of clasts larger than 3-inches in diameter present on the surface of the native beach. Such a survey was not required for the small project constructed in 2017 within the TOWN. The State is currently considering re-adoption of the Standards with several changes including changes to section (1) (h), which deals with quantifying the number of sediments and shell material greater than or equal to 3 inches in diameter. In consultation with NC DCM staff, CPE-NC is under the impression that the proposed 2022 project will have to adhere to the new Standards.

Under Task 5, a survey will be performed of the project area to quantify the number of clasts > 3 inches in diameter present within the survey area. This survey will serve as a baseline and will be duplicated upon completion of the beach nourishment project (under a separate work assignment). This proposal includes the baseline survey to quantify clasts > 3 inches in diameter and does not include any post-construction surveys.

The survey will be conducted along six (6) profiles that include the five (5) that will be sampled under Task 4, and one additional profile along baseline station -10+00, which was sampled in preparation for the 2017 project. At each location, the linear distance between the toe of dune and MLW contour will be determined. Based on this linear distance, an area of approximately 10,000 ft<sup>2</sup> will be established and centered along the profile. All clasts greater than 3 inches in diameter within this area will be counted. The sum of all clasts counted within the areas surveyed at each of the six (6) profiles will be determined and this number will serve as the baseline value for the Standards.

**CAVEATS**

CPE-NC proposes to perform the marine sand search to the industry standard of care and will coordinate the investigations with state and federal regulatory agencies as required. While the regulatory agencies may agree with the scope of the investigations, it is possible that beach compatible sand may not be located, regulatory agencies may not approve the sand source(s) that are located, or regulatory agencies may impose a sand placement QA/QC requirement that would be difficult to meet with the identified sand sources. If any of these situations arise, it may be necessary to locate additional beach compatible sand sources at additional cost. CPE-NC will also make reasonable attempts to determine if other entities are exploring the same sand sources or have authorization (permit or BOEM lease) to use the same sand we intend to investigate. Despite these efforts, it is possible that others may claim the sand that we find, and negotiations and/or

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further exploration may be required if that occurs. Lastly, during the investigations, cultural and/or environmental resources may be found to exist in or near the investigated borrow area that would limit or preclude a portion or all of its use.

CPE-NC will attempt to avoid these issues, but there may be unavoidable circumstances that are beyond the control of CPE-NC and may result in the need for additional services. The TOWN herein recognizes the above referenced risks and agrees to work with CPE-NC to complete the work, which may include contracting for additional services for sand investigations as needed.

**EXHIBIT B:  
BREAKDOWN OF COSTS  
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Table 1. Breakdown of the total cost of the Design and Environmental Permitting Services for the proposed 2022 Beach Nourishment Project.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>Cost</b>
1	Environmental Documentation and Permitting	\$70,579.50
2	Engineering and Design	\$141,018.75
3	Borrow Area Investigations and Design	\$201,809.50
4	Survey to Quantify 3-Inch Clasts on Native Beach	\$18,310.00
5	Survey to Quantify 3-Inch Clasts on Native Beach	\$5,958.00
<b>TOTAL:</b>		<b>\$437,675.75</b>

Some costs associated with Task 1, Task 2, and Task 3 are being cost shared between the Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills. In the event that any of the Towns decide not to move forward with the design and permitting of the project, the other 3 Towns' costs would necessarily increase.

Costs associated with Task 4 are associated with the re-surveying of the beach due to proposed changes in the State Technical Standards for Beach Fill Projects. The changes have not yet been adopted by the NC Coastal Resources Commission but are expected to be adopted by the end of the year. In developing this proposal and consulting with NC Division of Coastal Management Staff, we have been led to believe that communities required to re-survey their beaches due to these rule changes may be eligible for reimbursement of the cost to conduct such surveys. It is less clear as to whether communities that are conducting the survey for the first time for their projects will also be reimbursed. However, it may be possible for the Town to be reimbursed \$5,958 for the completion of this work.

**EXHIBIT C:  
LIST OF DELIVERABLES  
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The following items have been identified as deliverables for the completion of this scope of work.

- Monthly progress reports;
- Major CAMA Permit Application;
- Dept. of the Army Permit Application;
- BOEM Lease Request Packet
- Final Environmental Assessment;
- Final Supplemental Essential Fish Habitat Assessment;
- Engineering Report;
- Borrow Area Design Report

A detailed description and an individual schedule for each deliverable are provided below.

Monthly Progress Reports: CPE-NC will provide the Town with a 1 page, summary of the project status via e-mail approximately every 30 days during the course of the anticipated 12-month contract period. The letter will describe activities completed throughout the month and update the anticipated schedule of milestones as appropriate.

Major CAMA Permit Application: The Scope of Work includes the development and submittal of the complete Major CAMA permit application directly to the NC Division of Coastal Management. Barring any unforeseen circumstances, the Major CAMA Permit Application will be provided along with other final deliverables within 6 months following written authorization to proceed.

Dept. of the Army Permit Application: The Scope of Work includes the development and submittal of the Dept. of the Army Individual Permit Application directly to the U.S. Army Corps of Engineers. Barring any unforeseen circumstances, the Dept. of the Army Individual Permit Application will be provided along with other final deliverables within 6 months following written authorization to proceed.

BOEM Lease Request Packet: The Scope of Work includes the development and submittal of a request to BOEM for a new non-competitive negotiated lease agreement that will allow for the use of borrow material from within federal waters. Barring any unforeseen circumstances, the BOEM Lease Request Packet will be provided within 6 months following written authorization to proceed.

Final Environmental Assessment (EA): An EA under NEPA is a concise public document that provides sufficient evidence and analysis for determining whether the U. S. Army Corps of Engineers should issue a Finding of No Significant Environmental Impact (FONSI) or prepare an

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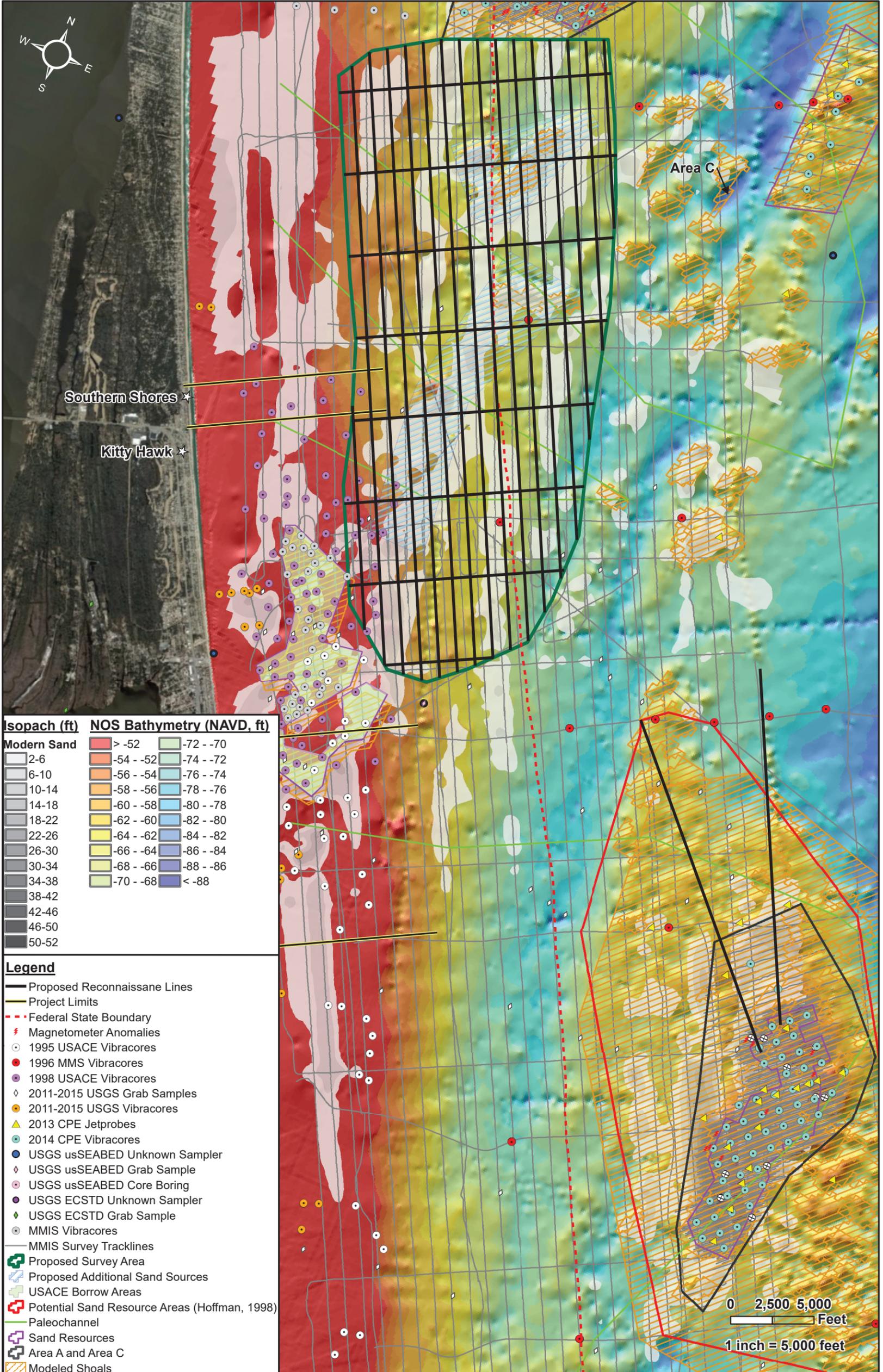
Environmental Impact Statement (EIS). It is designed to help public officials make decisions that are based on an understanding of the human and physical environmental consequences of the proposed project and take actions, in the location and design of the project, that protect, restore and enhance the environment. Barring any unforeseen circumstances, the EA will be provided along with other final deliverables within 6 months following written authorization to proceed.

Final Essential Fish Habitat (EFH) Assessment: The EFH assessment is utilized by the National Marine Fisheries Service (NMFS) to ensure that the project will identify and protect important marine and estuarine fish habitat in accordance to the amended Magnuson-Stevens Fishery Conservation and Management Act (MSFCMA), which was enacted by the U.S. Congress to protect marine fish stocks and their habitat, prevent and stop overfishing and minimize bycatch. Congress defines Essential Fish Habitat (EFH) as "those waters and substrate necessary to fish for spawning, breeding, feeding or growth to maturity." The MSFCMA requires that EFH be identified for all fish species federally managed by the Fishery Management Councils (FMCs) and the NMFS. This document will evaluate the potential impacts to the various essential fish habitats within the designated Permit Area. Barring any unforeseen circumstances, the EFH will be provided along with other final deliverables within 6 months following written authorization to proceed.

Engineering Report: An engineering report will be provided to the Town as an appendix to the Environmental documentation developed to support a permit decision. The engineering report will also serve as a record for the Town of the engineering analysis that were conducted to arrive at the recommended design. This document will be requested in the event the Town were to request FEMA funding for damage repairs. The Engineering Report shall include the results of the beach fill performance modeling, the advanced fill evaluation, the berm height analysis, record of plan formulation, and final description of the proposed beach design. Barring any unforeseen circumstances, the Engineering Report will be provided within 6 months following written authorization to proceed.

Borrow Area Design Report: A borrow area design report will be provided to the Town as an appendix to the Environmental documentation developed to support a permit decision. This report will include project results, including bathymetric and isopach (sediment thickness) maps, a description of the proposed borrow area sediments, maps showing the limits of the borrow areas, results of the sediment compatibility analysis and volume contained within the designed borrow area. The report will also include the following as appendices: sub-bottom (seismic) survey profiles, vibrocore logs, vibrocore photographs, granulometric reports and grain size distribution curves for borrow area and native beach sediment samples. Barring any unforeseen circumstances, the borrow area design report will be provided within 9 months following written authorization to proceed.

EXHIBIT D:  
 MAP OF INVESTIGATION AREA FOR SAND RESOURCE INVESTIGATION  
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# Town of Southern Shores

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

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JULY 7, 2020 - COUNCIL MEETING-5:30 P.M.

## Agenda Item Summary Sheet

**Item Title:** Discussion of Continuing Road Improvements on Dewberry Lane

**Item Summary:** Attached you will find the bid results for repaving Dewberry Lane. The project was bid in April of 2020 and the low bidder, RPC, has agreed to honor their price of \$82,250. Cost associated with the design previously paid include \$1,600 for surveying, \$3,715 for testing and \$4,987.50 for engineering

This project was originally included in the FY 20 budget but was removed to account for lost revenue due to the coronavirus.

If the Council approves the project at this time, funds are available in the Infrastructure Project line item in the amount of \$198,759.

**Bid Tabulation Sheet - Dewberry Lane**

**4/9/2020**

Contractor	Envelope #1			Envelope #2			Engineer's Estimate Range
	Proof of Contractors License	5% Bid Deposit	MB & WB Efforts	Lump Sum	Unit Price Sheet Completion	Acknowledgment of Addendums	
RPC Contracting, Inc.	X	X	X	\$ 85,250.00	X	X	\$ 77,117.30 \$ 88,684.90
Barnhill Contracting Company	X	X	X	\$ 116,430.00	X	X	



## Agenda Item Summary Sheet

**Item Title:** Agenda Item 5D Resolution #2020-07-01 (Traffic in Southern Shores)

**Item Summary:** Town Attorney Gallop will be providing, for Council consideration, a draft resolution for “Notifying Authorities of our Road Closures.”

This will be provided to Council on or before Tuesday, July 7th.



# Town of Southern Shores

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

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7  
8 **RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHERN SHORES,**  
9 **NORTH CAROLINA PROVIDING NOTICE OF TRAFFIC CONTROL ON CERTAIN**  
10 **STREETS AND SPECIFIC DAYS DURING THE SUMMER OF 2020**  
11 **(Resolution #2020- \_\_\_\_)**

12  
13 **WHEREAS**, the Town of Southern Shores (the “Town”) may regulate and enact  
14 ordinances to protect the health, safety, and welfare of its citizens under North Carolina  
15 General Statutes § 160A-174; and

16  
17 **WHEREAS**, the Town has general authority and control over and has the power to  
18 regulate the use of all public streets, sidewalks, alleys, bridges and other ways of passage  
19 within its corporate limits and may enact ordinances regulating the same under North  
20 Carolina General Statutes § 160A-296 within the bounds of the North Carolina and  
21 United States Constitutions; and

22  
23 **WHEREAS**, the popularity of the Outer Banks, including Dare County and its towns,  
24 Currituck County and the Town of Southern Shores, continues to grow, resulting in an  
25 ever increasing number of residents and visitors to the Outer Banks, particularly the  
26 northern Outer Banks; and

27  
28 **WHEREAS**, the volume of traffic traveling through the Town increases greatly on  
29 Saturdays and Sundays during the summer vacation season beginning approximately on  
30 Memorial Day and ending approximately on Labor Day (the “Summer Season”) and the  
31 traffic traveling through Town increases each Summer Season; and

32  
33 **WHEREAS**, a significant amount of the increased traffic travels from North Carolina  
34 Highway 158 (“NC158”) along the southern border of the Town northward along  
35 residential streets, including South Dogwood Trail and Juniper Trail, to North Carolina  
36 Highway 12 (“NC12”) to reach the northern border of the Town; and

37  
38 **WHEREAS**, the Town’s residential streets are all classified as local streets under the  
39 North Carolina Department of Transportation (“NCDOT”) and Federal Highway  
40 Administration (“FHWA”) Highway Functional Classification. As such, they are not  
41 intended for use in long distance travel, except at the origin or destination end of the trip,  
42 due to their provision of direct access to abutting land and design to discourage through  
43 traffic; and

44  
45 **WHEREAS**, the residential streets used for travel through the Town between the  
46 northern and southern borders of the Town were not constructed in such a manner so as  
47 to be able to safely and efficiently support the increased traffic volume due to their

1 narrow widths, low speed limits and the use of such streets by the citizens and visitors of  
2 the Town and their children for recreational purposes such as walking and bicycling; and  
3

4 **WHEREAS**, the residential streets used for travel through the Town between the  
5 northern and southern borders of the Town were not constructed to handle the increasing  
6 amount of traffic and that such traffic will cause early deterioration of the roadways and  
7 increased maintenance costs to the Town; and  
8

9 **WHEREAS**, the volume of traffic causes extreme congestion and delays for travel upon  
10 the residential roads within the Town such that homeowners are often unable to leave  
11 their driveways and police, fire and emergency response ability is often limited.  
12 Similarly, public works and other services of the Town are limited by the congestion; and  
13

14 **WHEREAS**, in addition to congestion and delays, the increased traffic on residential  
15 streets often results in violations of set speed limits, running of stop signs and other  
16 traffic violations which create dangerous conditions for those drivers and their passengers  
17 as well as other users of the roadways including, but not limited to, pedestrians, cyclists  
18 and other vehicle drivers and passengers; and  
19

20 **WHEREAS**, a substantial amount of the increased traffic upon residential streets within  
21 the Town is driven by mapping and traffic direction applications which use GPS,  
22 mapping data and real time traffic data to direct travelers upon the residential streets in an  
23 attempt to increase traffic flow for the application's individual users. In doing so, the  
24 increased traffic creates the public safety, navigational and infrastructure issues stated  
25 above and typically does not result in substantial benefits to the individual application  
26 user's travel time; and  
27

28 **WHEREAS**, the purpose of the future Mid-Currituck Bridge is to substantially improve  
29 traffic flow and reduce travel times to the northern Outer Banks for persons traveling  
30 from the Currituck County mainland; to reduce the amount of traffic coming through the  
31 Towns of Southern Shores and Duck to reach the northern Outer Banks; and to  
32 substantially reduce the hurricane and disaster evacuation time for citizens of and visitors  
33 to the northern Outer Banks; and  
34

35 **WHEREAS**, the future of the Mid-Currituck Bridge remains uncertain and under the  
36 current best case scenarios will not begin to alleviate the substantial traffic through the  
37 Town for multiple future Summer Seasons; and  
38

39 **WHEREAS**, NC12 and NC158 are the only roadways not classified as local roads within  
40 the Town and as such NC12 remains the most suitable means of motor vehicle travel  
41 through the Town from NC158 to the northern border of the Town and vice versa; and  
42

43 **WHEREAS**, the Town has previously requested that the NCDOT prohibit left hand turns  
44 from NC158 onto South Dogwood Drive ("No Left Turn Event"), NCDOT allowed for  
45 testing of such a restriction, and such a restriction may have reduced the amount of traffic  
46 using residential streets within the Town during Summer Season weekends when it was  
47 tested by directing such traffic to NC12; and  
48

1 **WHEREAS**, the Town desires for the NCDOT to have No Left Turn Events during  
2 certain weekends this Summer Season; and

3  
4 **WHEREAS**, the Town desires to ensure that surrounding jurisdictions are aware of any  
5 restrictions placed upon traffic through the Town by the upcoming No Left Turn Events  
6 and that mapping and traffic direction application vendors are aware of the upcoming No  
7 Left Turn Events so as to direct their users to use NC158 and NC12 to travel through the  
8 Town on all weekends during the current and future Summer Seasons, in particular those  
9 weekends noted herein as being No Left Turn Events; and

10  
11 **WHEREAS**, regulation and limitation of the traffic traveling between the northern  
12 border of the Town and NC158 by the No Left Turn Events will increase the safety of the  
13 citizens and visitors of the Town and decrease the deterioration of the residential streets  
14 commonly used for travel through the Town; and

15  
16 **WHEREAS**, it is in the interest of the public's health, safety, morals and general welfare  
17 that the Town of Southern Shores execute upon a plan to provide for No Left Turn Events  
18 on certain dates during the 2020 Summer Season and provide notice of the change in  
19 traffic pattern to third parties and appropriate authorities.

20  
21 **NOW, THEREFORE BE IT RESOLVED**, as follows:

- 22  
23 1. The Town has approved implementation of No Left Turn Events for eastbound  
24 traffic at the intersection of U.S. Highway 158 and South Dogwood Trail on the  
25 following dates from 11:00 a.m. to 8:00 p.m.:
- 26
  - 27 a. June 20<sup>th</sup>,
  - 28 b. June 21<sup>st</sup>,
  - 29 c. June 27<sup>th</sup> (cancelled),
  - 30 d. June 28<sup>th</sup> (cancelled),
  - 31 e. July 4<sup>th</sup>,
  - 32 f. July 5<sup>th</sup>,
  - 33 g. July 25<sup>th</sup>,
  - 34 h. July 26<sup>th</sup>,
  - 35 i. August 1<sup>st</sup>, and
  - 36 j. August 2<sup>nd</sup>
  - 37
- 38 2. All users of Town streets, neighboring jurisdictions and mapping and traffic  
39 application providers are hereby provided notice of the above referenced No Left  
40 Turn Events so that they may act accordingly.
- 41  
42 3. The Town may change the dates and/or times of the remaining scheduled No  
43 Left Turn Events and all users of Town streets, neighboring jurisdictions and  
44 mapping and traffic application providers should monitor the Town's website for  
45 additional information.
- 46  
47  
48  
49

1 Adopted this 7th day of July, 2020.

2

3

4

\_\_\_\_\_  
Tom Bennett, Mayor

5 Attest:

6

\_\_\_\_\_  
Sheila Kane, Town Clerk

8

9 Date adopted:

10

11

\_\_\_\_\_  
Motion to adopt by Councilmember:

13

\_\_\_\_\_  
Motion seconded by Councilmember:

15

16

17

Vote: \_\_AYES\_\_NAYS

18

19



# 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](http://www.southernshores-nc.gov)

Resolution 2020-07-02

## RESOLUTION APPOINTING A DEPUTY FINANCE OFFICER

WHEREAS, the Town Council of the Town of Southern Shores has, pursuant to North Carolina General Statute (NCGS) §159-24 of *The Local Government Budget and Fiscal Control Act*, appointed a Finance Officer who currently serves the Town with the powers and duties enumerated in NCGS §159-25; and

WHEREAS, NCGS §159-25 (b) states: "*Except as otherwise provided by law, all checks or drafts on an official depository shall be signed by the finance officer or a properly designated deputy finance officer and countersigned by another official of the local government or public authority designated for this purpose by the governing board.*"; and

WHEREAS, it has been recommended that the Council properly designate and duly appoint a Deputy Finance Officer to serve the Town with the power and duty enumerated in NCGS §159-25 (b) when necessary and in the absence of the Finance Officer.

NOW, THEREFORE BE IT RESOLVED that Town Manager Cliff Ogburn is hereby designated and appointed Deputy Finance Officer to serve the Town with the power and duty enumerated in NCGS §159-25 (b) when necessary and in the absence of the Finance Officer.

This the 7th day of July 2020.

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Thomas G. Bennett, Mayor

Attest:

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Sheila Kane, Town Clerk