

Agenda
Town of Duck Council
Paul F. Keller Meeting Hall
July 1, 2026
1:00 p.m.
Regular Meeting

1. Call to Order
 - A. Pledge of Allegiance
 - B. Moment of Silence
2. Public Comments
3. Consent Agenda
 - A. Minutes from the June 3, 2026, Regular Meeting
 - B. Services Agreement between the Town of Duck and Coastal Protection Engineering for Pre-Construction Service for the 2027 Beach Nourishment Project and Authorize the Town Manager to Sign the Agreement
 - C. Correction to FY 2026-27 Position Classification List
 - D. Fiscal Year 2025-26 Budget Amendment #13
4. Special Presentations
 - A. Introduction of Duck Fire Department's Newest Firefighter, Luke Berry
 - B. Swearing in of Jared Smith as Duck Fire Department's Fire Marshal
 - C. Employee Recognition Program
 - D. Resolution 26-13, a Resolution of the Town Council of the Town of Duck, Honoring and Thanking Steven McMurray Upon his Retirement from the Town
5. Quasi-Judicial Public Hearings
 - A. None at This Time
6. Legislative Public Hearings
 - A. None at This Time

7. Old Business/Items Deferred from Previous Meetings
 - A. Presentation by, and Discussion with, Ken Willson of Coastal Protection Engineering regarding Updated Beach Sand Volumes in the Nourishment Area and Recommendations for the Upcoming Beach Nourishment Project
8. New Business
 - A. Discussion/Consideration of Resolution 26-12, a Resolution of the Town Council of the Town of Duck, North Carolina, Revising the Personnel Policies
9. Items Referred to and Presentations from the Town Attorney
10. Items Referred to and Presentations from the Town Manager
 - A. Departmental Updates
 - B. May FY 2026 Financial Presentation
11. Mayor's Agenda
12. Council Member's Agenda
13. Other Business
 - A. Additional Public Comments
14. Adjournment – The Next Meeting will be the Regular Meeting on Wednesday, August 5, 2026 at 1:00 p.m.

AGENDA:

July 1, 2026

Regular Meeting

ITEM #3:

Consent Agenda

- A. Minutes from the June 3, 2026, Regular Meeting
- B. Services Agreement between the Town of Duck and Coastal Protection Engineering for Pre-Construction Service for the 2027 Beach Nourishment Project and Authorize the Town Manager to Sign the Agreement
- C. Correction to the Fiscal Year 2026-2027 Position Classification List
- D. Budget Amendment

RECOMMENDED ACTION:

- Approve the Consent Agenda

(As a reminder, the Consent Agenda is intended to be voted on and approved as one motion. If discussion is required on individual items, a motion must be made to remove that item from the Consent Agenda and add it to the Regular Agenda.)

SUMMARY OF INFORMATION:

The Consent Agenda includes the minutes from the June 3, 2026 Regular Meeting; a service agreement between the Town of Duck and Coastal Protection Engineering for pre-construction service for the 2027 beach nourishment project; a correction to the FY 2026-2027 Position Classification list to add the position of Police Lieutenant; and Budget Amendment #13. The budget amendment increases the Revenue budget for Ad Valorem Tax for the current year by \$44,300 and increases the expenditure budgets in Finance, Administration, Fire, Police and Legal. Council is asked to approve the minutes, the service agreement, the corrected Position Classification List and the budget amendment.

ATTACHMENTS:

- June 3, 2026 Minutes
- Agreement with Coastal Protection Engineering
- Position Classification List
- Budget Amendment #13

**TOWN OF DUCK
TOWN COUNCIL
REGULAR MEETING
June 3, 2026**

The Town Council for the Town of Duck convened at the Paul F. Keller Meeting Hall at 1:00 p.m. on Wednesday, June 3, 2026.

COUNCIL MEMBERS PRESENT: Mayor Monica Thibodeau; Mayor Pro Tempore Sandy Whitman; Councilor Brenda Chasen; Councilor Kevin Lingard; and Councilor Marc Murray.

COUNCIL MEMBERS ABSENT: None.

OTHERS PRESENT: Town Manager Drew Havens; Development and Infrastructure Director/Assistant Town Manager Connor Winstead; Town Attorney Robert Hobbs; Police Chief Jeffrey Ackerman; Fire Chief Matthew Dudek; Public Information and Events Director Kristiana Nickens; Finance Administrator Lauren Creech; Community Planner James Gould; and Town Clerk Lori Ackerman.

OTHERS ABSENT: None.

Mayor Thibodeau called the meeting to order at 1:00 p.m.

Mayor Thibodeau asked Part-Time Maintenance Technician Tom Gregory to lead the Pledge of Allegiance. Mayor Thibodeau led the moment of silence.

PUBLIC COMMENTS

Mayor Thibodeau opened the floor for public comments. She noted that comments will be limited to three minutes as there was a timer for the time limit. There being no one wishing to speak, Mayor Thibodeau closed the time for public comments.

CONSENT AGENDA

Minutes from the May 6, 2026, Regular Meeting; Deeming Certain Items as Surplus Property; and FY 2026-2027 Budget Amendment #12

Councilor Chasen moved to approve the Consent Agenda as presented.

Motion carried 5-0.

SPECIAL PRESENTATIONS

Introduction of Allen Gibbs as the Town of Duck Fire Department's Newest Firefighter

Fire Chief Matthew Dudek was recognized to speak. Fire Chief Dudek went on to introduce Allen Gibbs as the newest Firefighter for the fire department to Council and the audience.

Mayor Thibodeau and Council welcomed Firefighter Gibbs to the Town.

Employee Recognition Program

Mayor Thibodeau stated that in December 2011, Council adopted an employee service recognition program that would acknowledge the service of employees of the Town at five-year intervals by providing them with a certificate of recognition as well as a gift certificate to a Duck business of their choosing.

Mayor Thibodeau went on to present Senior Police Officer Nathan Mauffray with his 5-year service recognition certificate and \$50 gift certificate.

Recognition of the 2026 FLOCK Academy Graduates

Mayor Thibodeau stated that she wanted to take a moment to recognize and thank the recent graduates of the Town's FLOCK Academy. She went on to recognize all of the graduates and presented each one with a certificate for their participation in the academy. She congratulated all of the participants and looked forward to their future participation with the Town.

Resolution 26-11, a Resolution of the Town Council of the Town of Duck, North Carolina, Honoring and Thanking Melissa Clark upon her Retirement from the Duck Police Department

Town Clerk Lori Ackerman was recognized to speak. Town Clerk Ackerman read Resolution 26-11 to Council and the audience that honored and thanked Melissa Clark for her service to the Town of Duck.

Councilor Chasen moved to adopt Resolution 26-11 as presented.

Motion carried 5-0.

Town Clerk Ackerman went on to present Melissa Clark with Resolution 26-11.

Police Chief Jeffrey Ackerman was recognized to speak. Police Chief Ackerman went on to present Deputy Police Chief Clark with a plaque, her badge and sidearm.

Mayor Thibodeau and Council congratulated Deputy Police Chief Clark and wished her well on her retirement.

QUASI-JUDICIAL PUBLIC HEARING

There were no Quasi-judicial public hearings at this time.

LEGISLATIVE PUBLIC HEARINGS

There were no Legislative public hearings at this time.

OLD BUSINESS/ITEMS DEFERRED FROM PREVIOUS MEETINGS

Discussion/Consideration of the Proposed FY 2026-2027 Budget Ordinance and 2027-2031 Capital Improvement Plan

Town Manager Havens stated that the budget had been presented to Council two other times with no comments received from the public on it. He stated that he was asking Council to adopt the budget as presented.

Mayor Pro Tempore Whitman moved to adopt the FY 2026-2027 budget and the Fiscal Year 2027-2031 Capital Improvement Plan as presented.

Motion carried 5-0.

NEW BUSINESS

Discussion/Consideration of Approving a Contract with Game Time c/o Cunningham Recreation in the amount of \$91,910.83 for the Purchase and Installation of Playground Equipment at the Duck Town Park

Dennis Zaenger of the Parks & Recreation Advisory Committee and Community Planner James Gould were recognized to speak. Mr. Zaenger and Planner Gould went on to give a short presentation on the proposed new playground equipment to Council and the audience. Mr. Zaenger stated that Town staff and the Committee were recommending that Council authorize the purchase of replacement playground equipment from GameTime c/o Cunningham Recreation in the amount of \$91,910.83.

Councilor Lingard understood that this would be Phase 1 with more being built in the future. He asked if that was correct. Development & Infrastructure Director/Assistant Town Manager Connor Winstead was recognized to speak. Assistant Town Manager Winstead explained that the Capital Improvement Plan included another \$110,000 over two years to go towards playground equipment replacement through Fiscal Year 2029.

Councilor Chasen clarified that the engineered wood fiber would need to be completed annually to keep it at the same height. Planner Gould stated that it depended on the use in that area, adding that there was a standardized depth in order to be compliant.

Mayor Pro Tempore Whitman pointed out that on the proposal, it stated that the Town would be responsible for making sure everything was delivered, adding that the proposal

seemed to make the Town responsible if anything was missing. Planner Gould stated that he would have to look into it further to see if the timeline could be extended. He added that what they will provide was a certified installer who will come on behalf of GameTime and complete the installation. He wasn't sure if in that timeframe of the shipment that the certified installer would be available to review the parts or not. Mayor Pro Tempore Whitman stated that he did not want the Town to be responsible for missing items. Planner Gould agreed, adding that he could speak to the representative to make sure the delivery goes smoothly.

Mayor Thibodeau stated that she was encouraged that GameTime was the current vendor for the Town's existing playground equipment, which was still working and not unsafe. She thanked the Parks & Recreation Advisory Committee for the work that was done.

Councilor Murray asked if any of the playground material could be salvaged. Planner Gould thought the initial savings would be approximately \$7,000 if Town staff could find someone to take away the equipment or if a local contractor could come and perform the demolition. Councilor Murray asked if the existing mulch could be used elsewhere. Planner Gould explained that it was recommended that it be excavated and could be used elsewhere in Town.

Councilor Chasen moved to approve the contract with GameTime as presented.

Motion carried 5-0.

Mayor Thibodeau thanked Dennis Zaenger and Planner Gould for their presentation.

ITEMS REFERRED TO AND PRESENTATIONS FROM THE TOWN ATTORNEY

Town Attorney Hobbs stated he had no report.

ITEMS REFERRED TO AND PRESENTATIONS FROM THE TOWN MANAGER

Departmental Updates

Police Chief Ackerman gave a brief overview of the past month's police activities to Council and the audience.

Public Information and Events Director Kristiana Nickens was recognized to speak. Director Nickens gave a brief overview of activities to Council and the audience.

Fire Chief Dudek gave a brief overview of the past month's fire activities to Council and the audience.

At this time, Fire Chief Dudek left the meeting for a fire call. The time was 2:04p.m.

Assistant Town Manager Winstead gave an overview of the past month's activities to Council and the audience.

April FY 2026 Financial Presentation

Finance Administrator Lauren Creech was recognized to speak. Administrator Creech gave a short presentation on the April Fiscal Year 2026 financials to Council and the audience.

Mayor Thibodeau asked Town Manager Havens if he received any feedback regarding Outer Banks Water Safety and how they were doing. Town Manager Havens stated that everything was going very well with good coordination between them and the police and fire departments. He added that they were doing a lot of proactive patrols before the season started. He noted that they were very visible, very active on the beach, and had already performed a few rescues.

Mayor Thibodeau stated that she loved the coordination between the police and fire departments with surf rescue. Councilor Lingard stated that he liked that they were more visible than the previous surf rescue company.

MAYOR'S AGENDA

Mayor Thibodeau stated that she attended the Mayors/Chairmen lunch in May that was in Duck. She stated that she sent a letter to Council recently that all of the mayors signed regarding a couple of pending house bills, noting that one had to do with parking in that they were trying to make a one size fits all for the state. She explained that it had to do with making it so that towns would not be able to use parking to restrict development. She stated that the third one was allowing residential on commercial property and up to 60 feet high. She noted that there were a lot of ideas in the hope of allowing for more development. She added that these two bill proposals raised a lot of eyebrows and the Town of Nags Head led the charge in that they have a lobbyist that keeps an eye on things, whereas Duck has the League of Municipalities to watch out for the Town. She explained that all of the towns on the Outer Banks sent out a joint letter and heard back that both of the bills would not affect small municipalities such as Duck.

Mayor Thibodeau gave an update on the recent Dare Housing Foundation meeting to Council and the audience. She noted that the Lost Colony play was kicking off this coming weekend and encouraged all to go see it.

COUNCIL MEMBER'S AGENDA

Mayor Pro Tempore Whitman reminded Council and the audience of Duck Sweep on Friday, June 5, 2026 at 8:00 a.m.

Councilor Chasen stated that she recently completed her ethics training. She stated that she has three Bald Cypress saplings with one doing very well while the others aren't. She pointed out that Duck Pond was up and that she was going to start working on refurbishing the winged horse, Mallard, due to staining from the irrigation water.

Councilor Lingard stated that he attended CityVision in May and found it very informative. He stated that the legislature in Raleigh seemed to be determined to interfere with every aspect of local government's operations, adding that the League of Municipalities was fighting on the Town's behalf, which he appreciated.

Councilor Lingard stated that he would like Town staff to bring a social district before Council. He pointed out that there were approximately 70 social districts throughout the state, with all of them being a success. He added that those he spoke to in Raleigh about it were all very positive in their comments regarding social districts. He explained that a social district allows people to purchase a beer from one establishment and walk along the street to another establishment, which makes things social. He added that the Town of Manteo currently has one and as part of it, they also have a First Friday event. He stated that if Duck did get a social district, he would like to see a Third Thursday event in Town, adding that he saw it as being a business thing that could be facilitated by the Town Council and that it would be nice to have something like that. He stated that he had spoken to a number of bar and restaurant owners and all were in support of the social district and the Third Thursday event. He reiterated that he would like staff to bring it before Council at their August 5, 2026 meeting. Town Manager Havens explained that staff was already working on a social district and he anticipated that it will be brought before Council in the fall.

Councilor Murray gave an RPO meeting update to Council and the audience.

OTHER BUSINESS

Additional Public Comments

Mayor Thibodeau opened the floor for public comments.

Bob Wetzel of 141 Betsy Court was recognized to speak. Mr. Wetzel stated that he had an interaction with lifeguards over the Memorial Day weekend, asking how they liked working for Outer Banks Water Safety, and was told they were very happy.

At this time, Fire Chief Dudek returned to the meeting. The time was 2:31p.m.

Robert Lotze of 117 Dune Road was recognized to speak. Mr. Lotze stated that he was happy the Town promotes the FLOCK Academy. He stated that he would be helping Planner Gould with the bike path signage. He appreciated the Police Department adding the e-bike items on the weekly police blotter. He asked if there was an update on the Public Safety building.

There being no one else wishing to comment, Mayor Thibodeau closed the time for public comments.

Mayor Thibodeau explained that the Town was still working with the Army Corps of Engineers but there hasn't been much movement. She felt confident on working with the Army Corps of Engineers, adding that there was nothing to report at this time.

Mayor Thibodeau noted that the next meeting would be the Regular Meeting on Wednesday, July 1, 2026 at 1:00 p.m.

ADJOURNMENT

Mayor Pro Tempore Whitman moved to adjourn the meeting.

Motion carried 5-0.

The time was 2:34 p.m.

Lori A. Ackerman, Town Clerk

Approved: _____

Monica Thibodeau, Mayor



COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC

4038 MASONBORO LOOP ROAD

WILMINGTON, NC 28409

910-399-1905

June 15, 2026

Drew Havens
Town of Duck
Town Manager
1200 Duck Road
Town of Duck, NC 27949

Re: Proposal: 2026 Pre-Construction Services for 2027 Beach Renourishment, Town of Duck, North Carolina

Dear Mr. Havens:

Coastal Protection Engineering North Carolina, Inc. (CPE) is pleased to provide this proposal for professional services to the Town of Duck (Town), associated with Pre-Construction Services for the proposed 2027 Beach Renourishment Project. Under this proposal, CPE will prepare construction plans and specifications, provide contractor bidding and selection assistance, and provide pre-construction coordination services. These services are planned cooperatively for the Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills, with the costs shown in this proposal reflecting the Town of Duck's proportionate share of the total effort.

The Scope of Professional Services (the Services) is attached to this proposal as Exhibit A. The Work included under Tasks 1, 2, and 3 will be performed for a lump sum fee of \$62,553.75 (Sixty-two thousand, five hundred fifty-three dollars and seventy-five cents). Exhibit B includes a breakdown of costs by Task.

The following items have been identified by CPE as deliverables to the Town for the completion of the Scope of Professional Services.

- Monthly Progress Reports;
- Construction Plans & Specifications;
- Bid Package; and
- Contractor Recommendation Letter.

CPE's performance of the proposed Services is conditioned upon negotiation of mutually acceptable contract terms and conditions. In that regard, attached to this proposal is our standard Services



Agreement for your consideration as the terms and conditions that will govern our performance of the proposed Services. If this proposal is acceptable to you, please have the attached Services Agreement signed, and return it to me. CPE will then sign the Services Agreement and return a fully executed copy to you for your records.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Willson', written over a light blue horizontal line.

Ken Willson

Senior Program Manager

Coastal Protection Engineering of North Carolina, Inc

Office: 910-399-1905

Mobile: 910-443-4471

kwillson@coastalprotectioneng.com

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")** agrees to perform for the undersigned CLIENT, engineering and consulting ("Services") described in the attached Proposal and/or as follows:

PROPOSAL: 2026 PRE-CONSTRUCTION SERVICES FOR 2027 BEACH RENOURISHMENT, TOWN OF DUCK, NORTH CAROLINA

2. **FEES, INVOICES AND PAYMENTS:** The Services associated with Tasks 1, 2, and 3 will be performed for the lump sum fee of **\$62,553.75 (Sixty-two thousand, five hundred fifty-three dollars and seventy-five cents).**

Invoices will be submitted by CPE 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 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 in performing the Services, CLIENT shall (i) provide CPE with relevant material, data, and information in its possession pertaining to the specific project

or activity, (ii) consult with CPE when requested, (iii) permit CPE reasonable access to relevant project sites, (iv) ensure reasonable cooperation of CLIENT's employees in CPE'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, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, CPE will exercise reasonable efforts to avoid the disclosure of such information to others. Likewise, to the extent that CPE discloses to CLIENT, business or technical information that CPE 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 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; or (vi) any other cause beyond the reasonable control of CPE, then 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) CPE shall receive an equitable compensation adjustment. Any such equitable adjustment shall be based on CPE's then current Time and Material Rates, as may be provided in a Rate sheet attached hereto.

6. INSURANCE: CPE 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 will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

7. INDEMNITIES: CPE 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, 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 (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 SHALL BE TO REQUIRE CPE TO RE-PERFORM ANY DEFECTIVE SERVICES. CPE'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 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 for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay CPE all reasonable costs and expenses incurred by CPE in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

11. **ASSIGNMENT:** Neither CPE 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 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 to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by CPE, 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 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 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 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 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 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 _____, 2026

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

By (Sign): _____

Print Name: Kenneth Willson

Title: Officer

Address: 4038 Masonboro Loop Road,

Wilmington, North Carolina, 28409

Phone: (910) 399-1905

Fax: N/A

E-mail: kwillson@coastalprotectioneng.com

Attachments: Exhibit A – Scope of Services
 Exhibit B – Breakdown of Cost

**TOWN OF DUCK,
NORTH CAROLINA**

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

EXHIBIT "A"
SCOPE OF PROFESSIONAL SERVICES
TOWN OF DUCK, NORTH CAROLINA
PRE-CONSTRUCTION SERVICES FOR 2027 RENOURISHMENT

Coastal Protection Engineering of North Carolina, Inc. (hereinafter "CPE") proposes to provide professional services to the Town of Duck (hereinafter the "TOWN"), associated with Pre-Construction Services for the proposed 2027 Beach Renourishment Project. The services include preparation of construction plans and specifications, contractor bidding assistance and selection, and pre-construction coordination. These services are provided cooperatively for the Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills, with each Town's costs reflecting their proportionate share of the total effort. Each task is described in detail in the following sections.

TASK 1 – CONSTRUCTION PLANS AND SPECIFICATIONS

Construction plans and specifications will be prepared cooperatively for the beach nourishment projects proposed for the Towns of Duck, Southern Shores, Kill Devil Hills and Kitty Hawk. A separate set of construction plans will be prepared for each of the Town's projects. These plans will include plan views and cross-sections sufficient for the construction of the Project. This will include detailed design layouts for the beach fill placement. This proposal assumes the project will require the removal of sand from multiple offshore borrow areas. The location and allowable dredge cut depths of the offshore borrow areas will be delineated and indicated on the drawings. This proposal also assumes the collective 4-Towns project will include the construction of a beach fill along approximately 9,000 feet of beach at the Duck, 20,000 feet of beach at Southern Shores, 20,000 feet of beach at Kitty Hawk, and 14,000 feet at Kill Devil Hills. The plans will also provide survey monumentation information which will allow the contractor to control and construct the beach nourishment project.

The specifications to be developed for the combined project will be divided into two general categories. The first section will include bidding requirements and contract forms for retention of construction contractors. Bidding requirements will include the Invitation to Bid, Instructions to Bidders, Bid Form and other appropriate documents. CPE will develop the bid form. The bidding requirements will also address the bid bond required for the project. This section will also include the contract forms. The section will also include such items as the Certificate of Corporate Authority, Acknowledgments of the Contractor, Performance and Payment Bonds, Final Receipt, and any special instructions.

The second section of the specifications will include General Conditions, Technical Provisions and Environmental Protection. The General Conditions portions of the contract will include information related to the commencement, prosecution and completion of the work. It will address such issues as liquidated damages, performance of work by the contractor and subcontractors, and a designation of certain contractor personnel for tasks such as project superintendent. Supplemental General Conditions are project related and will describe the layout of the beach fill, address mobilization and demobilization from the project area and acceptance sections for beach fill. It will identify the method of payment to the contractor and the clauses for liquidated damages, if necessary. Project details of a general nature will be included in this section. Lastly, this section includes the Owner's right to terminate the contract,

EXHIBIT "A"
SCOPE OF PROFESSIONAL SERVICES
TOWN OF DUCK, NORTH CAROLINA
PRE-CONSTRUCTION SERVICES FOR 2027 RENOURISHMENT

liability insurance, liens and other legal issues. CPE will prepare the supplemental General Conditions.

The Technical Provisions will identify the work to be accomplished. It will include the order of work, the project schedule, excavation requirements, beach fill requirements, grading requirements and other issues related to construction. It will address issues such as clean-up, nighttime operations and beach tilling, if required by the State. A QA/QC Plan approved by USACE and DCM will be incorporated into these provisions.

A section on environmental protection will be included in the specifications. This section will identify the important clauses contained in, or anticipated to be included in, the permits. Copies of permits received for the project will also be included. The contractor will be advised that he/she is required by law to abide by all the conditions provided by Federal and State permits and licenses for the project. Issues to be addressed in this section include turbidity control, protection of environmental resources, restoration of landscape damage, maintenance of pollution control facilities, and a requirement for an environmental protection plan.

The construction contract, plans, and specifications will be submitted for review to both the Town and Dare County ("COUNTY"), who will formally bid the contract. Comments received will be addressed and incorporated into a final bid package. The bid package will be provided to the COUNTY who will be responsible for advertising the project and soliciting to prospective contractors.

TASK 2 – CONTRACTOR BIDDING, SELECTION & NEGOTIATIONS

CPE will assist the COUNTY and the Towns with the selection of a dredge contractor for the 2027 Beach Renourishment project. The COUNTY's purchasing department will manage the bidding process with assistance from CPE. Plans and specifications will be made available for distribution to all interested contractors. CPE will provide a list of eligible contractors to the COUNTY for bidding purposes. In conjunction with the COUNTY and the Towns, CPE will conduct a pre-bid conference, inviting contractors to attend. The pre-bid conference will provide an opportunity to describe the project and to solicit questions from potential contractors. The conference will be conducted at the project site and a tour will be conducted with the potential contractors of the project site to answer any additional questions. The COUNTY and TOWN representatives will be on hand to address issues related to infrastructure, Owner requirements and any other issues affecting the local government. The potential contractors will be provided thirty (30) days to submit a bid for the project. CPE will answer questions during bidding and issue addenda as required. CPE will be present for the bid opening and will assist the COUNTY and the Towns in reviewing the bids and evaluation of the low bidder, taking into consideration the capability of the contractor (low bidder) in constructing the project. CPE will provide the COUNTY and the Towns a recommendation concerning the

EXHIBIT "A"
SCOPE OF PROFESSIONAL SERVICES
TOWN OF DUCK, NORTH CAROLINA
PRE-CONSTRUCTION SERVICES FOR 2027 RENOURISHMENT

selection of the contractor. CPE will assist in negotiating with the low bidder. CPE personnel will be available to appear before the County Commission and or Town Council and answer questions concerning the contractor recommendation.

TASK 3 – PRE-CONSTRUCTION COORDINATION

CPE will assist the COUNTY and the Towns during the pre-construction phase of the beach nourishment project. CPE will attend up to five (5) pre-construction coordination meetings (including the pre-construction conference) between the County, Towns, and/or contractor and provide services to coordinate between the entities prior to the commencement of construction operations. Such coordination items include, but are not limited to, design clarifications and consultations, identification assistance of beach accesses and storage areas, borrow area design considerations, permit compliance, interpretation of contract documents, and constructability challenges regarding existing structures.

CPE will review the construction contractor's work plan, shop drawings and submittals to determine compliance with the plans and specifications. Upon completion of the review, CPE will submit to the COUNTY and the Towns recommended changes or a written approval of the contractor's work plan, shop drawings, and submittals. The proposed budget for this task also includes review of one round of work plan revisions from the construction contractor. Recommended changes or written approval will be submitted to the COUNTY and Towns in digital format as applicable.

EXHIBIT B:
BREAKDOWN OF COSTS
TOWN OF DUCK, NORTH CAROLINA
PRE-CONSTRUCTION SERVICES FOR 2027 RENOURISHMENT

Table 1. Breakdown of costs for Pre-Construction Services associated with the proposed 2027 Beach Renourishment Project (Tasks 1 – 3). Tasks 1, 2, and 3 are shared services among the Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills. Costs shown reflect the Town of Duck's proportionate share (25%) of the total effort.

TASK	DESCRIPTION	COST
1	Construction Plans & Specifications	\$43,590.00
2	Contractor Bidding, Selection & Negotiations	\$6,333.75
3	Pre-Construction Coordination	\$12,630.00
TOTAL:		\$62,553.75

Town of Duck
List of Classes Arranged by Grade

GRADE	CLASSIFICATION	FLSA STATUS	HIRING RATE	MINIMUM	MID POINT	MAXIMUM
5	Maintenance Technician		50,482	53,006	64,365	78,247
7	Administrative Assistant Firefighter Police Officer Code Enforcement Technician		55,656	58,439	70,962	86,267
8	Permit Technician (Deputy Town Clerk) Public Safety Office Administrator Master Firefighter Senior Police Officer		58,439	61,361	74,510	90,580
9	Master Firefighter/Acting Company Officer Master Police Officer Planner I (Community Planner)		61,361	64,429	78,236	95,110
10	Community Engagement Coordinator Fire Engineer Police Corporal Finance Administrator		64,429	67,650	82,147	99,865
11	Fire Captain Police Sergeant Town Clerk Senior Planner	E	67,650	71,033	86,254	104,858
13	Building Codes and Maintenance Administrator Planning Manager Fire Captain - Fire Marshal Police Lieutenant		74,585	78,314	95,096	115,607
14	Finance and Human Resources Manager	E	78,314	82,230	99,851	121,387
16	Deputy Fire Chief Deputy Police Chief	E	86,342	90,659	110,086	133,830
18	Public Information and Events Director	E	95,192	99,952	121,370	147,548
20	Community Development Director Fire Chief Police Chief	E E E	104,950	110,198	133,812	162,673
22	Development & Infrastructure Director/Assistant Town Manager	E	115,708	121,493	147,528	179,347
25	Town Manager	E	133,946	140,643	170,781	207,616

E = Exempt from the Wage and Hour provisions of the Fair Labor Standards Act (FLSA)

Town of Duck, North Carolina
FY 2026
Budget Amendment

Amendment No.: 13
Department: VariousDate: 6/30/2026

Budget Amendment					
Revenues					
Fund	Dept. Code	Acct. Code	Obj. Code	Requested Amount	
Ad Valorem Tax Current Year	10	4100	4111		\$ 44,300
				TOTAL:	\$ 44,300
Expenditures					
Fund	Dept. Code	Acct. Code	Obj. Code	Requested Amount	
Finance - Professional Services	10	5220	511		\$ 3,000
Finance - Miscellaneous	10	5220	579		\$ 4,300
Administration - Salaries and Wages	10	5210	411		\$ 3,000
Fire - Vehicle Repair and Maintenance	10	5220	524		\$ 13,000
Police	10	5300	411		\$ 20,000
Legal	10	5230	511		\$ 1,000
				TOTAL:	\$ 44,300
Reason for Amendment:					
This amendment increases the revenue budget for ad valorem tax for the current year by \$44,300 and increases expenditure budgets as follows: Finance: Professional Services \$3,000 for additional work by our contract accountant; Finance: Miscellaneous \$4,300 to fund a penalty from the IRS related to late tax filing by our previous Finance Administrator (the penalty was appealed to the IRS, but the appeal was denied); Administration: Salary and Wages \$3,000 to cover a shortfall in that line; Fire: Vehicle Repairs and Maintenance \$13,000 to cover a portion of the unexpected repairs to Truck 11; Police: Salaries and Wages \$20,000 to cover a shortfall due to professional development promotions; and Legal: Professional Services \$1,000 for legal services related to land use cases and beach nourishment related issues.					
Approved: _____ Denied: _____					
Date: _____					

AGENDA:

July 1, 2026

Regular Meeting

ITEM #4A:

Special Presentations

- A. Introduction of Duck Fire Department's Newest Firefighter, Luke Berry

RECOMMENDED ACTION:

- None

SUMMARY OF INFORMATION:

Fire Chief Matthew Dudek will introduce the Fire Department's newest Firefighter, Luke Berry.

ATTACHMENTS:

- None

AGENDA: July 1, 2026

Regular Meeting

ITEM #4B:

Special Presentations

- B. Swearing in of Jared Smith as Duck Fire Department's Fire Marshal

RECOMMENDED ACTION:

- None

SUMMARY OF INFORMATION:

Fire Captain Jared Smith was recently promoted to the rank of Fire Marshal and will be sworn in by the Town Clerk.

ATTACHMENTS:

- None

AGENDA:**July 1, 2026****Regular Meeting****ITEM #4C:**

Special Presentations

- C. Employee Service Recognition Program Recipient

RECOMMENDED ACTION:

- Present Maintenance Technician Kim Pittman with his 5-year service recognition certificate and \$50 gift certificate

SUMMARY OF INFORMATION:

The Town has an Employee Service Recognition Program whereby employees are recognized for their employment with the Town at 5-year intervals. As a part of the program, employees are recognized at a Council Meeting and receive a certificate and a gift certificate from a Duck business. Maintenance Technician Kim Pittman has been employed with the Town of Duck for 5 years as of July 1st and will be recognized.

ATTACHMENTS:

- None

AGENDA: July 1, 2026

Regular Meeting

ITEM #4D:

Special Presentations

- D. Discussion/Consideration of Resolution 26-13, a Resolution of the Town Council of the Town of Duck, North Carolina, Honoring and Thanking Steven McMurray Upon his Retirement from the Town

RECOMMENDED ACTION:

- Approve Resolution 26-13 and recognize Building Inspector McMurray for his service to the Town

SUMMARY OF INFORMATION:

Building Inspector Steven McMurray retired from the Town of Duck on July 1, 2026 after 8.5 years of service. Resolution 26-13 honors and thanks him for his service to the Town.

ATTACHMENTS:

- Resolution 26-13

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF DUCK, NORTH CAROLINA, IN
APPRECIATION TO STEVEN MCMURRAY UPON HIS RETIREMENT FROM THE TOWN OF DUCK

Resolution No. 26-13

WHEREAS, the Town of Duck desires to recognize and honor employees of the Town for dedicated and distinguished contributions to the community; and

WHEREAS, after serving the Home Depot for nine years, Steve McMurray began his career with the Town of Duck on September 18, 2017 as the Building Inspector/Maintenance Coordinator; and

WHEREAS, Mr. McMurray faithfully served as the Building Inspector for the Town of Duck for 8.5 years with professionalism, integrity, and dedication; and

WHEREAS, throughout his career, Mr. McMurray has demonstrated exceptional knowledge of building codes, public safety standards, and construction practices, ensuring the safety and well-being of the community; and

WHEREAS, Mr. McMurray has earned the respect and appreciation of colleagues, contractors, elected officials, and citizens through his fairness, attention to detail, and commitment to public service; and

WHEREAS, during his tenure, Mr. McMurray contributed significantly to the growth and development of the community by helping maintain high standards in construction and code enforcement; and

WHEREAS, Mr. McMurray's dedication, leadership, and years of service have left a lasting positive impact on the department and community as a whole; and

WHEREAS, Mr. McMurray has decided to retire from the Town of Duck on July 1, 2026, after 8.5 years of service to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DUCK, NORTH CAROLINA, that the Town Council hereby thanks Mr. Steven McMurray for his service to the Town of Duck, North Carolina; and

BE IT FURTHER RESOLVED that the Town Council has sincere appreciation for Mr. McMurray's service to the community and is held in the utmost esteem by the Town Council who along with management and staff wishes him a long and healthy retirement.

Adopted this 1st Day of July, 2026.

Mayor

ATTEST:

Town Clerk

AGENDA: July 1, 2026 Regular Meeting

ITEM #7A:

Old Business/Items Deferred from Previous Meetings

- A. Presentation by, and Discussion with, Ken Willson of Coastal Protection Engineering regarding Updated Beach Sand Volumes in the Nourishment Area and Recommendations for the Upcoming Beach Nourishment Project

RECOMMENDED ACTION:

- Per discussion

SUMMARY OF INFORMATION:

Ken Willson of Coastal Protection Engineering will give a presentation on the updated beach sand volumes in the nourishment area as well as providing recommendations for the upcoming beach nourishment project.

ATTACHMENTS:

- None

AGENDA:**July 1, 2026****Regular Meeting****ITEM #8A:**

New Business

- A. Discussion/Consideration of Resolution 26-12, a Resolution of the Town Council of the Town of Duck, North Carolina, Revising the Personnel Policies

RECOMMENDED ACTION:

- Review and adopt Resolution 26-12

SUMMARY OF INFORMATION:

Included in the Fiscal Year 2026-2027 budget is funding for two personnel policy changes. The first is an increase in the amount of Longevity Pay employees receive. It was found, through research, that other towns in the County provide longevity pay at a higher rate than Duck provides. The proposed change will put the Town's benefit level in line with other towns in Dare County.

The other change is an addition to the Personnel Policy to provide for additional compensation for police employees who work between 6:00 p.m. and 6:00 a.m. Only one other department in Dare County provides this benefit meant to acknowledge the additional burden that working nights places on officers and their families.

ATTACHMENTS:

- Resolution 26-12

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF DUCK, NORTH
CAROLINA, REVISING THE PERSONNEL POLICIES OF THE TOWN OF DUCK

Resolution #26-12

WHEREAS, the Town of Duck Personnel Policies were originally adopted by the Town Council on February 3, 2003; and

WHEREAS, the Town of Duck Personnel Policies were updated on June 16, 2021 and further updated on August 4, 2021, July 5, 2023, September 3, 2025 and April 1, 2026; and

WHEREAS, the Duck Personnel Policies provide guidance on the policies that govern the Town's personnel administration, including the appointment, classification, pay, promotion, demotion, dismissal, employment conditions, and grievance procedures; and

WHEREAS, a certain section of the Town of Duck Personnel Policies requires some revision; and

WHEREAS, Article XII, Section 3 states that the policy may be amended by resolution appropriately approved.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DUCK, NORTH CAROLINA, THIS 1st DAY of JULY, 2026 that the Town of Duck Personnel Policies are amended to read as follows:

Article III

Section 18. Longevity Pay

Full-time employees of the Town may be compensated for completed years of service by payment of a longevity supplement based on continuous years of service completed as of December 31st of each year as budgeted. This compensation is paid on the Wednesday before the Thanksgiving holiday or at a time designated by the Town Manager. Continuous service is continuous employment with the Town including any time on approved leave or time not actively employed due to involuntary reduction in force.

Longevity amounts shall be as follows:

<u>Years of Service</u>	<u>Amount</u>
Greater than 1 but less than 5	\$100 <u>300</u>
5 years but less than 10	\$350 <u>1,050</u>
10 years but less than 15	\$600 <u>1,800</u>
15 years but less than 20	\$750 <u>2,250</u>
20 years but less than 25	\$1,000 <u>3,000</u>
25 years or more	\$1,250 <u>3,750</u>

Section 19. Shift Differential

Shift differentials refer to additional base pay paid to employees whose workday is worked primarily during an evening, or night shift, in a department with two or three defined shifts during each 24-hour period. Typically, shift differentials are paid when the hours worked by an employee are predominantly worked during the evening or night shift (meaning the majority of their full workday) on a regular basis (that is not periodically, or occasionally, or rarely).

- Non-Exempt Police Officers scheduled to work between 6:00 PM and 6:00 AM are eligible for shift differential pay of \$2.00 per hour, provided they work a minimum of 2 consecutive hours within this time period.
- Shift differential applies to hours worked between 6:00 PM and 6:00 AM only.
- Officers must work at least 2 consecutive hours during this window to qualify for the shift differential.
- The \$2.00/hour differential is applied only to the eligible hours worked within the specified window.
- Eligibility for shift differentials is generally based on the individual employee's regularly scheduled hours of work.
- Shift differentials are applied only for hours worked on an eligible shift, not for hours worked on an ineligible shift nor for paid time off (such as sick or vacation time).

Mayor

ATTEST:

Town Clerk