TOWN OF KILL DEVIL HILLS

Land Where Flight Began

MEMORANDUM November 9, 2020

TO: Mayor and Board of Commissioners

FROM: Debora P. Diaz, Town Manager

REF: Consent Agenda

4. Moor Shores Estuarine Access grant approval, required tax certification, and Addendum to the Board of Commissioners' Conflict of Interest Policy (Attached CA-4)

The Town was notified this afternoon of the Public Beach and Coastal Waterfront Access Program's approval of our application for grant funding to improve the Moor Shores estuarine access at the north end of Town on Kitty Hawk Bay. This is a 75% / 25% grant, with the Town's responsibility being $29,923 of the overall total budget of $119,692.

Improvements at the Moor Shores Estuarine Access will include, approximately five parking spaces, approximately 156 linear feet of 5-foot wide walkway, connected to approximately 72 linear feet of 6-foot wide boardwalk that transitions to a pier and gazebo, with canoe/kayak launch and associated landscaping and signage. This will be the first access in Kill Devil Hills to provide a launch area solely for non-motorized water recreation.

On August 10, 2020 the Board of Commissioners held the required public hearing on this project during which there was only one comment, which was submitted by Michael Flynn, Coastal Advocate, North Carolina Coastal Federation, who supported the project.

Along with the attached contract, there are two additional items to be made a part of the record of this meeting: a certification statement that the Town does not have any overdue tax debts at the federal, State, or local level; and, an enhanced Conflict of Interest Policy, which upon approval will become a part of the Board's existing Ethics Policy. At present, the Town's policy does not address all of the details that are included in the State policy.

Approval of the Consent Agenda will record the Board's approval of this item, including the grant contract, subject to approval by the Town Attorney; the no overdue taxes certification; and the Addendum to the Board of Commissioners' Ethics Policy.

TOWN OF KILL DEVIL HILLS

Land Where Flight Began

TO: State Agency Head and Chief Fiscal Officer

FROM: Meredith Guns, Planning Director
Town of Kill Devil Hills

DATE: November 9, 2020

Certification:

We certify that the Town of Kill Devil Hills does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1(b).

Sworn Statement:

Mayor Ben Sproul and Town Manager Debora P. Diaz being duly sworn, say that we are the Mayor and Town Manager, respectively, of the Town of Kill Devil Hills in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

(Town Seal)

Ben A. Sproul Mayor Town of Kill Devil Hills, NC	Debora P. Diaz Town Manager Town of Kill Devil Hills, NC

Sworn to and subscribed before me on the day of the date of said certification.

My Commission Expires: _____

James Michael O'Dell
Notary Public

(Notary Seal)

PUBLIC BEACH AND
COASTAL WATERFRONT
ACCESS PROGRAM

NC COASTAL MANAGEMENT PROGRAM

TOWN OF KILL DEVIL HILLS
Moor Shores Estuarine Access
2020 - 2021

North Carolina Public Beach and Coastal Waterfront Access Program

Site Location/ Address: 3134 Bay Drive

Local Government: Town of Kill Devil Hills

Federal ID #: 56-6010722

Local Administrator of this Project:

Meredith Guns, Planning Director
P. O. Box 1719
Kill Devil Hills, NC 27948
252-449-5318 (phone)
meredith@kdhnc.com (email)

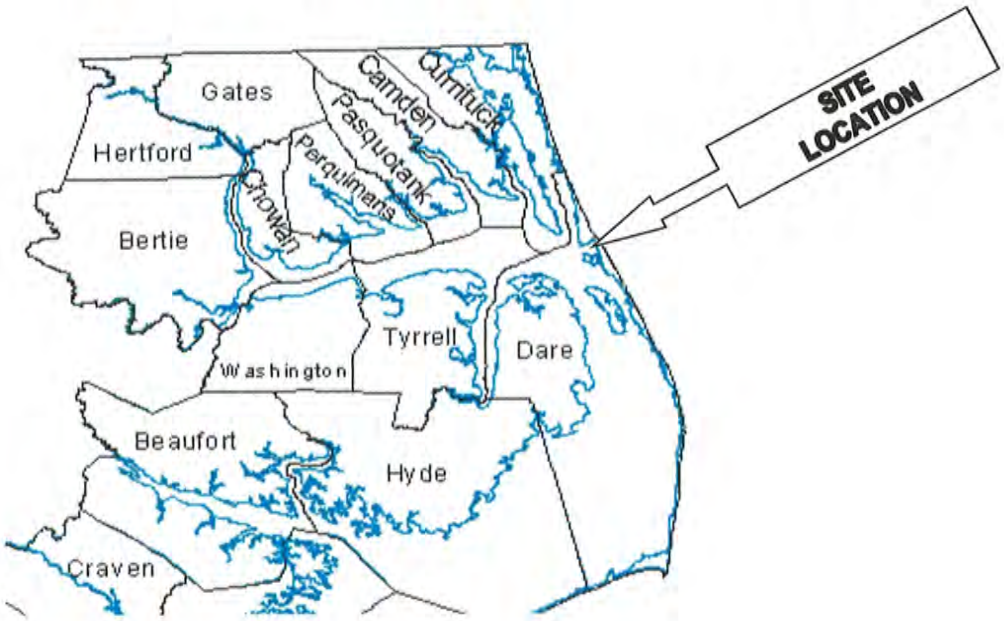
Project Description:

Design, permitting and construction/installation of a parking area with approximately five (5) parking spaces, approximately 156 linear feet of 5 foot wide walkway connected to approximately 72 linear feet of 6 foot wide boardwalk that transitions to a pier with a terminus gazebo and canoe/kayak launch, and associated landscaping and signage.

Site Description:

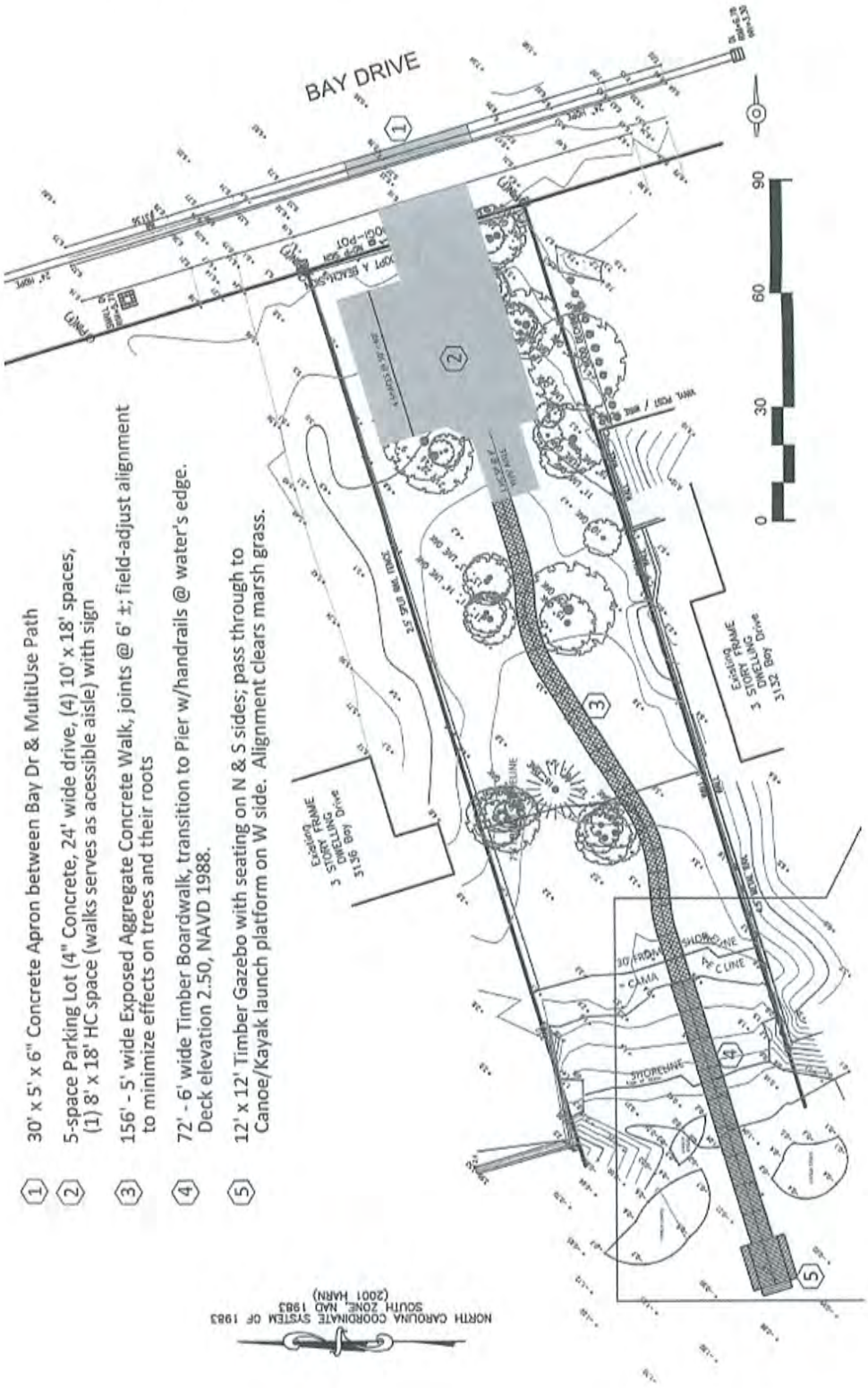
Existing .31 acre unimproved public water access with approximately 60 linear feet of shoreline on Kitty Hawk Bay.

A. REGIONAL LOCATION MAP



B. VICINITY MAP

C. <u>PROJECT SITE PLAN</u>: Below is the Project Site Plan submitted by the local community. The site plan is provided for reference only. <u>Only those improvements specifically mentioned in the Project Description will be considered under the grant award</u>.



D. OTHER REQUIREMENTS, GUIDANCE AND CONDITIONS:

1. Costs ineligible for grant award reimbursement or local match, unless specifically included in project description:
   a. Environmental Assessments other than preliminary work associated with site planning and wetland delineation.
   b. Remediation Plans associated with contaminated sites. However, some costs of actual remediation or clean up may be eligible for non-cash in-kind match.

2. Other state and federal requirements:
   a. All utility lines funded with a grant award must be placed underground unless otherwise agreed to within the contract.
   b. All facilities funded with a grant award must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Prior to closing out a project and receiving final payment of grant funds, the local building official will be required to provide a letter certifying compliance.

3. Project signage, retention of use, and operation and maintenance:
   a. The community is required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.
   b. Any future improvements, modifications, or changes to the project site are required to be subject to full review and approval by DEQ/DCM. This can include any changes that require permits or any modifications (reductions or additions) to recreational amenities. Unapproved changes to the project site may be or can be the cause for DEQ to seek repayment of previously granted funds for site acquisition and improvements.
   c. The community is required to allow the inspection of property and facilities acquired or in development pursuant to the grant award by DEQ/DCM to ensure work progress is in accordance with the grant award, including a final inspection upon project completion.
   d. Development plans and specifications are required to be available for review by DEQ/DCM upon request. All significant deviations from the project proposal outlined in the grant award will be required to be submitted to DEQ/DCM for prior approval.
   e. The acquisition cost or fair market value of real property, including interest in donated lands, is required to be based upon the appraisal of a licensed appraiser. The reports are required to be provided for review and acceptance by DEQ/DCM. Grant funds dispersed for acquisition cannot exceed the fair market value of the real property associated with the award.
   f. Any tract or parcel of, or interest in, real property subject to being purchased under the provisions of the grant award that is determined by DEQ/DCM for any reason not to be suitable can be the basis for all obligations of the State to cease with regard to the property associated with the award.
   g. Retention of Use: Any property acquired or developed with grant assistance is required to be retained and used for public access. The community is required to agree to transfer title to any real property acquired with the grant funds to DEQ if the local government uses the property for a purpose other than public access; or the local government shall reimburse the State with an equal percentage of access grant funds, at current market value.
   h. Operation and Maintenance: The community is required to agree to operate and maintain solely at its own expense, insofar as it is legally empowered to do so, for as long as they exist, the facilities and areas covered by the grant award contract. Acquired or developed property is required to be operated and maintained as follows:

1. The property must be maintained in such a manner that DEQ/DCM finds it to appear attractive and inviting to the public.
2. Sanitation must be kept at reasonable standards for public use. Fire protection and other similar services must be maintained in accordance with applicable state and local public health standards.
3. Properties must be kept reasonably safe for public use. The community will determine the level of maintenance and supervision necessary to maintain the facility in a safe condition.
4. Buildings, roads, and other structures and improvements must be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration and not to discourage public use.
5. Buildings, roads, and other structures and improvements must be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
6. Reasonable user fees may be assessed, as long as those fees are used exclusively for the operation and maintenance of the access facility and/or other public access facilities within the local jurisdiction. Local governments shall provide biannual accounting reports for fees generated by CAMA-funded access sites. Accounting reports may be included in Biannual LUP Implementation Status Reports required under 15A NCAC 7L.0511.

i. Reasonable Use Limitations: The use of property acquired or developed with grant assistance may not be changed from that proposed and approved in the grant award, unless approval is obtained from DEQ/DCM. The community may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with grant assistance when such a limitation is necessary for maintenance or preservation. All limitations will be required to be in accord with the applicable grant contract.

j. Use of Proceeds of Sales of assisted areas and facilities: The proceeds of sale of assisted areas and facilities will be required to be held by DEQ/DCM or community and be disposed of only in accordance with a plan approved by DEQ/DCM.

4. Notice of Limitations of Use and Restrictions: The community and/or owner of the real property acquired or improved with grant funds awarded is required to file in the office of the local Register of Deeds a Notice of Limitation of Use and Restrictions that sets forth the land-use restrictions outlined in the grant award contract and to provide a copy to DEQ/DCM.

Local Government: Town of Kill Devil Hills

Project: Moor Shores Estuarine Access

E. BUDGET SUMMARY

	Grant Assistance Requested	Local Cash Contribution	Local In-Kind Contribution	TOTAL
Permit and Design Fees:				
Design and Engineering Services	*$0*	*$14,900*		*$14,900*
Construction Oversight		*$6,000*		*$6,000*
Subtotal	**$0**	**$20,900**	**$0**	**$20,900**
Site Improvement Costs: Materials				
Parking area, walkway, boardwalk, pier, gazebo and canoe/kayak launch	*$44,903*	*$9,023*		*$53,926*
Landscaping and signage	*$2,300*			*$2,300*
Subtotal	**$47,203**	**$9,023**	**$0**	**$56,226**
Site Improvement Costs: Labor				
Installation of parking area, walkway, boardwalk, pier, gazebo and canoe/kayak launch	*$37,866*			*$37,866*
Installation of landscaping and signage	*$4,700*			*$4,700*
Subtotal	**$42,566**	**$0**	**$0**	**$42,566**
Local Administrative Costs: In-kind				
Subtotal	**$0**	**$0**	**$0**	**$0**
TOTAL BUDGET	**$89,769**	**$29,923**	**$0**	**$119,692**
Cost ratios	**75%**	**25%**	**0%**	**100%**

Below is the Project Timeline for improvements under the grant award. Progress monitoring will occur at 6-month intervals for the duration of the 18-month contract. Adjustments to the timeline will require approval by the Contract Administrator.

F. PROJECT SCHEDULE & ACTIVITIES CHART

This chart illustrates grant and local cash match amounts tied to deliverables per project period. Local funds must be spent before drawing down grant funds. Non-cash match is not illustrated or represented in this chart. However, non-cash match documentation must still be reported at the time of project closeout.

PROJECT SCHEDULE & ACTIVITIES CHART

Grant: $ 89,769 | **Cash Match: $ 29,923** Non-cash Match: $ 0 | **Total Cost: $ 119,692** Total Project Cost: $ 119,692

% of total work to be completed **13%** **Grant funds to be spent:** **$ 0** **Local funds to be spent:** **$ 14,900**	Project Period 1 • Contract preparation • Complete design and engineering • Obtain permits • Bid project and select contractor
% of total work to be completed **67%** **Grant funds to be spent:** **$ 65,831** **Local funds to be spent:** **$ 15,023**	Project Period 2 • Install parking area and walkway • Begin installation of boardwalk, pier, gazebo and canoe/kayak launch
% of total work to be completed **20%*** **Grant funds to be spent:** **$ 23,938** **Local funds to be spent:** **$ 0**	Project Period 3 • Complete installation of boardwalk, pier, gazebo and canoe/kayak launch • Install landscaping and signage • Final inspection • Project closeout

***The final project period includes a holdback of 10% of the grant award, which is retained until a closeout packet is received and approved by the District Planner/Contract Administrator.**

G. PROJECT/CONSTRUCTION/PROCESSES/REPORTING BY THE APPLICANT

1. The project will be required to be completed consistent with 15A NCAC 7M SECTION .0303 as are all deliverables outlined in the "Project Schedule and Activities Chart".

2. The DEQ/DCM will withhold the initial payment of grant funds until the community has documented expenditure of the local cash match sum. The in-kind services match is to be documented by the community and delivered to DCM with contract closeout materials.

3. Consistent with the "Project Schedule & Activities Chart", the community will be required to submit reports as to the status and progress of the project. The local District Planner (Contract Administrator) will provide the periodic and final closeout report form templates.

4. Grant funds will not be disbursed until a Final Title Opinion for the site has been submitted to and approved by the local District Planner/Contract Administrator.

5. No construction credited towards the grant is to occur prior to the receipt of all required local, state, and federal permits. Coordination with permitting agency personnel will be required to assure the least amount of impact on coastal resources.

6. If the community subcontracts with a company engaged in another project(s) for the locality, all accounting and reporting specific to the project associated with the grant award will be required to be wholly separate from that of the other project(s).

Reimbursement of project cost:

7. Actual payments of the award will be based on the local District Planner/Contract Administrator's approval of a monitoring report. Final requisitions and invoices for payment will be required to be received by DCM within 30 days after the end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.

8. The community is required to maintain and make available to DEQ/DCM upon request all bid documents and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and property of all costs incurred under the grant award for a period of six years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly display the project's contract number assigned by the State.

9. Community will be required to agree to refund to DEQ/DCM, subsequent to an audit of the project financial records by DEQ/DCM, any funds not expended in compliance with the grant contract.

10. Cash and Non-Cash In-kind Contributions (General): Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all of the following criteria:

    a. Are provided for in the project budget approved by DCM;
    b. Are verifiable from the local government's records;
    c. Are necessary and reasonable for proper and efficient completion of the project;

d. Are not included as contributions for matching any other state or federally assisted projects or program, except where authorized by state or federal statute;
e. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur;
f. Do not include N.C. state sales tax; and
g. Conform to other provisions of these guidelines, as applicable.

In general, in-kind contributions are derived from resources already on hand or from donations, whereas, cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the access project.

11. Cash Contributions: Local cash contributions may be claimed for the following accountable items: planning and project design fees, permit fees, land acquisition (including survey and appraisal), labor (other than local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period.

12. Site Amenities: The cost of other amenities purchased by the local government during the contract period may be included as part of the cash contribution if it is an integral part of the access facility or its construction. Examples include park benches, bike racks, water fountains, trashcans and lights.

13. Rental of Construction Equipment: If the local government must rent construction equipment to complete the proposed project, such as front loaders, graders or dump trucks, rental costs may be included as cash contribution. The purchase of tools, maintenance equipment, office equipment and indoor furniture are not eligible for reimbursement with grant funds. (Also see 17b below)

14. State and Federal Funds: State and federal funds may be counted as cash match, provided the funds are not being used as a match for other programs. Such funds must be identified within the project budget chart. Local government employee salaries do not qualify as cash match, but may be counted toward non-cash in-kind match.

15. In-kind Contributions: Local in-kind non-cash contributions may be claimed for the following accountable items: project design fees, permit fees, land acquisition (including survey and appraisal), labor (including local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period, except as specifically indicated below.

    a. Site Assessments: Title opinions, property appraisals, boundary surveys, and wetland delineations associated with land acquisitions and site improvements may be counted toward in-kind match, provided the costs are incurred within three (3) years of the grant award date. Please note the District Planner/Contract Administrator can require a more current appraisal.
    b. Donations of Property and Services: Land/Structures - If the local government has land that has recently been donated or that will be donated, or structures for an access facility, and the donation is allowed by DCM to be counted as local contribution, the value of the donation for purposes of in-kind contributions shall be established by an independent licensed appraiser. The donor of the land must be a private or non-profit organization, or individual. The community must provide a five-year history of conveyance for the property. Land that is transferred to the community due to a statute or rule is not considered a donation. If a landowner is proposing to sell land to the

community for less than the appraised value, the amount of the donation is the difference between the appraised value and the amount paid by the applicant. Donation to, or acquisition of, the property/structure by the local government must have occurred within five (5) years of the grant award. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered under this guideline.

c. Property Lease: Lease arrangements must be for the life of the project (generally 25 years). When property is leased to the local government for an annual fee, the first year's lease payment may be considered as in-kind contribution.
d. Professional Fees: If the usual fees of a licensed professional, such as architects and engineers, are waived or donated to the local government for work associated with the access project, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. All volunteer services must be documented by invoice showing the billing rate for the service and the number of hours, and that the charges are forgiven.
e. Construction Equipment: The use of privately-owned construction equipment (graders, loaders, dump trucks, etc.) donated for construction of the access facility may be claimed as in-kind contribution. The use value of the rented equipment shall not exceed its fair rental value.
f. Building Materials, Site Amenities and Landscaping Materials: Building materials (lumber, hardware, marl, etc.), site amenities (benches, bike racks, water fountains, etc.) and landscaping materials (plants, soil, timbers) donated to the project may be claimed as in-kind contribution. The value of any of these goods shall not exceed fair market value at the time of donation. To be eligible as in-kind contributions, the building material, amenities or landscape materials must be an integral part of the original access project as presented in the Final Application submitted to DCM and specified in the contract.

16. FEMA Buyout Properties: Property that was part of a FEMA buyout or other similar mitigation program is eligible for this grant program, provided the original conditions for the buyout are not in conflict with the proposed improvements. Use of recent buyout property's value as non-cash in-kind match may be considered similarly as previously purchased or donated property.

17. Volunteer Services: The eligibility of volunteer services as in-kind contribution is limited to professional engineering and architectural services when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.

    a. Excluded from volunteer services are prison labor, court-required community service and other work programs, and volunteer civic groups.
    b. In those instances in which the required skills are not found in the local government, or for other activities specifically approved by DCM, rates shall be consistent with those paid for similar work in the labor market in which the local government competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

18. Site Control: The applicant must own or have at least a 25-year lease or easement on the property where improvements or renovated facilities would be located. The community must submit copies of the deed or of the signed lease or easement, as well as the opinion by the community's attorney, regarding site control as part of the Final Application submittal. *Proposals that include the leasing or acquisition of easements as part of the total project cost must include them in both the project description and budget chart.* Leases and easements shall be recorded in a similar manner as Section D., Condition 4.

19. Joint-Use Agreement: Where property is owned or controlled by another governmental entity or agency, a joint-use agreement may suffice, subject to approval of DEQ. (Also see Section G., Condition 18)

20. When to Take Title to Land/Leases/Easements: All communities must sign a contract with the State *before* accepting title/lease/easement to land that will be accomplished using grant funds, unless otherwise approved by DCM. This also applies to property that is donated to the local government. The exception is when the intent is to use it toward non-cash match.

H. SIGNATURE

Signature: _____

Title: _____

Date: _____

TOWN OF KILL DEVIL HILLS

Land Where Flight Began

TOWN OF KILL DEVIL HILLS

ADDENDUM TO EXISTING

CONFLICT OF INTEREST POLICY

Conflict of Interest Defined:

A conflict of interest is defined as an actual or perceived interest by a (Staff Member/Board Member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an Employee/Board Member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an Employee and a Board Member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

It is in the interest of the organization, individual staff, and Board Members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather that only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

a. Persons receiving benefits or services from the organization;
b. Any person or organization performing or seeking to perform services under contract with the organization;
c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

This the 9th day of November 2020.

Town Seal

_____

Ben A. Sproul
Mayor
Town of Kill Devil Hills

ATTEST:

_____

James Michael O'Dell
Deputy Town Clerk

TOWN OF KILL DEVIL HILLS

Land Where Flight Began

CODE OF ETHICS AND CONDUCT FOR THE KILL DEVIL HILLS BOARD OF COMMISSIONERS

The stability and proper operation of democratic representative government depends upon the continuing consent of the governed, upon the public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people. Government decisions and policy must be made and implemented through proper channels and processes of the governmental structure. The purpose of this Code is to establish guidelines for ethical standards of conduct for the Mayor and Board of Commissioners and all references herein to the Board of Commissioners shall be understood to include the Mayor. It should not be considered a substitute for the law or a Board member's best judgment.

Board members must act in a manner to maintain their integrity and independence, yet must be responsive to the interests and needs of those they represent. Board members serve in an important advocacy capacity in meeting the needs of the citizens and should recognize the legitimacy of this role as well as the intrinsic relevance of this role to the proper function of representative government. At the same time, Board members must, at times, act in an adjudicatory or administrative capacity and must, when doing so, act in a fair and impartial manner. Board members must know how to distinguish these roles and when each role is appropriate and they must act accordingly. Board members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each Board member must find within his or her own conscience the touchstone on which to determine appropriate conduct.

Section One - *A Board of Commissioners Member Shall Obey the Law*

Board members shall support the Constitution of the United States, the Constitution of North Carolina and the laws enacted by the Congress of the United States and the General Assembly of North Carolina pursuant thereto. Members specifically acknowledge and agree to comply with the requirements of NCGS §14-234 entitled "Public officers or employees benefiting from public contracts; exceptions."

Section Two - *A Board of Commissioners Member Should Uphold the Integrity and Independence of His or Her Office*

Board members should demonstrate the highest standards of personal integrity, truthfulness, honesty and fortitude in all their public activities in order to inspire public

confidence and trust in town government. Board members should participate in establishing, maintaining, and enforcing, and should themselves observe, high standards of conduct so that the integrity and independence of their office may be preserved. The provisions of this Code should be construed and applied to further these objectives.

Section Three - ***A Board of Commissioners Member Should Avoid Impropriety and the Appearance of Impropriety in All His or Her Activities***

- It is essential that town government attract those citizens best qualified and willing to serve. Board members have legitimate interests --economic, professional and vocational-- of a private nature. Board members should not be denied, and should not deny to other Board members or citizens, the opportunity to acquire, retain and pursue private interests, economic or otherwise, except when conflicts with their responsibility to the public cannot be avoided. Board members must exercise their best judgment to determine when this is the case.

- Board members should conduct themselves at all times in a manner that promotes public confidence in the integrity of the office of Board of Commissioners and of town government.

- Board members should not allow family, social, or other relationships to unduly influence their conduct or judgment and should not lend the prestige of the office of Board of Commissioners to advance the private interests of others; nor should they convey or permit others to convey the impression that they are in a special position to influence them. Board members shall not grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

- Board members who have a financial interest in any official act or action before the Board shall publicly disclose on the record the nature and extent of such interest and shall withdraw from any consideration of the matter if excused by the Board pursuant to NCGS §160A-75.

Section Four - ***A Board of Commissioners Member Should Perform the Duties of the Office Diligently***

Board members should, while performing the duties of the office as prescribed by law, give precedence to these duties over other activities. In the performance of these duties, the following standards should apply:

A. *Legislative Responsibilities:*

- Board members should actively pursue policy goals they believe to be in the best interests of their constituents within the parameters of orderly decision-making, rules of the Board of Commissioners and open government.

- Board members should respect the legitimacy of the goals and interests of other Board members and should respect the rights of others to pursue goals and policies different from their own.

B. Adjudicative Responsibilities:

- Board members should strive for professional competence in the law, and be unswayed by partisan interests, public clamor, or fear of criticism.

- Board members should demand and contribute to the maintenance of order and decorum in proceedings before the Town Board.

- Board members should be honest, patient, dignified and courteous to those with whom they deal in their official capacity.

- Board members should dispose promptly of the business of the town for which they are responsible.

C. Administrative Responsibilities:

- Board members should conserve the resources of the town in their charge. They should employ town equipment property, funds and personnel only in legally permissible pursuits and in a manner that exemplifies excellent stewardship.

- Board members should require town employees subject to their direction and control to observe the standards of fidelity and diligence that apply to Board members as well as those appropriate for employees.

- Board members who become aware of improper conduct by a town employee should promptly inform the Town Manager or Assistant Town Manager.

Section Five - *A Board of Commissioners Member Should Conduct the Affairs of the Board of Commissioners in an Open and Public Manner*

Board members should be aware of the letter and intent of the State's Open Meetings Law (NCGS Chapter 143, Article 33C), should conduct the affairs of the Board of Commissioners consistent with the letter and intent of that law and consistent with the need to inspire and maintain public confidence in the integrity and fairness of town government and the office of

Board of Commissioners. Consistent with this goal of preserving public trust, Board members should be aware of the need for discretion in deliberations when the lack of discretion would pose a threat to the resources of the town, to the reputation of current or potential town employees, to orderly and responsible decision making, to the integrity of other governmental processes or to other legitimate interests of the town.

Section Six - ***A Board of Commissioners Member Should Regulate His or Her Extra Governmental Activities to Minimize the Risk of Conflict with His or Her Official Duties***

- Board members should inform themselves concerning campaign finance, conflict of interest and other appropriate state and federal laws and should scrupulously comply with the provisions of such laws.
- Board members should refrain from financial and business dealings that tend to reflect adversely on the Board or on town government or to interfere with the proper performance of official duties.
- Board members should manage their personal financial interests to minimize the number of cases in which they must abstain from voting on matters coming before the Board.
- Information acquired by Board members in their official capacity may not be used or disclosed in financial dealings or for any other purpose not related to official duties.

Section Seven - ***A Board of Commissioners Member Should Refrain from Political Activity Inappropriate to His or Her Office***

A. Board members have a civic responsibility to support good government by every available means, to continue to inform and educate the citizenry about the affairs and processes of town government, and to make themselves available to citizens of the town so that they may ascertain and respond to the needs of the community. In doing so, Board members may and should join or affiliate with civic organizations whether partisan or non-partisan, may and should attend political meetings, may and should advocate and support the principles or policies of civic or political organizations consistent with the Constitution and laws of the United States and North Carolina.

B. Candidates for the office of Board of Commissioners, including incumbents:

- Should inform themselves concerning the laws of this state with regard to campaigns and relevant disclosure requirements and should scrupulously comply with the provisions of such laws;

- Should maintain the dignity appropriate to the office, and should encourage members of their families to adhere to the same standards of political conduct that apply to Board of Commissioners;

- Should not make pledges or promises of conduct in office that they will not or cannot perform or would be illegal if it were performed;

- Should not misrepresent their identity, qualifications, present position, or other fact; and

- Should avoid pledges or promises of conduct in office other than the faithful and impartial performance of the duties of the office.

Section Eight - *A Board of Commissioners Member Shall Attend Ethics Education Training*

All members of governing boards shall receive a minimum of two clock hours of ethics education within 12 months after initial election or appointment to the office, and again within 12 months after each subsequent election or appointment to the office in accordance with NCGS 160A-87. The ethics education shall cover laws and principles that govern conflicts of interest and ethical standards of conduct at the local government level. The ethics education may be provided by various qualified sources, including the NC League of Municipalities and UNC School of Government, or other qualified sources of the Board's choosing. The Clerk to the governing board shall maintain a record verifying receipt of the ethics education by each member of the Board of Commissioners.

BE IT FURTHER RESOLVED that:

- A violation of this Code of Ethics may subject a Board member to a censure Resolution by the Kill Devil Hills Board of Commissioners; however, no such censure resolution shall be adopted until the person alleged to have committed the violation has been given notice of the alleged violation and provided with the opportunity to appear before the Board and be heard regarding the allegation.

- When a Board member has a question as to the applicability of this code to a particular situation, he or she may apply, orally or in writing, to the Town Attorney for advisory guidance. Upon receipt of a request for advisory guidance and based only upon the information given to the Town Attorney, the Town Attorney will provide advisory guidance to the Board member. In the Town Attorney's discretion, he may retain outside legal counsel to advise him in connection with any request for advisory guidance. In no event will the Town Attorney's advisory guidance excuse a Board member from complying with the Code of Ethics or other applicable law.

Adopted this 9th day of December, 2019.

SEAL

Ben Sproul
Mayor

ATTEST:

Mary E. Quidley
Town Clerk

APPROVED AS TO FORM:

Casey C. Varnell
Town Attorney