



COUNTY OF DARE
PO Box 1000. MANTEO. NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 22, 2022

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

AGENDA

- 5:00 PM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Public Comments
- ITEM 3** BrightSpring Health Services Update
- ITEM 4** Amendment to Capital Project Ordinance for Town's Beach Nourishment Project
- ITEM 5** Dare County Beach Nourishment - Towns Project
- ITEM 6** Budget Amendment for EMS Medicaid Cost Settlement Revenue
- ITEM 7** Audit Contract for FY 2022
- ITEM 8** Use of American Rescue Plan Grant
- ITEM 9** Discussion and Selection of Affordable Housing Private Partner
- ITEM 10 Consent Agenda**
- 1. Approval of Minutes
 - 2. Tax Collector's Report
 - 3. Advertise 2021 Tax Year Liens
 - 4. Transportation Program - Additional Grant Award/Change Order from NCDOT CARES Act Round 4
- ITEM 11 Board Appointments**
- 1. Commission for Working Watermen
- ITEM 12 Commissioners' Business & Manager's/Attorney's Business**

ADJOURN UNTIL 9:00 A.M. ON MARCH 7, 2022



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard, Sr.



Public Comments

Description

The Board of Commissioners encourages citizen participation and provides time on the agenda at every regularly scheduled meeting for Public Comments. This is an opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern. Masks and social distancing required.

Comments can be made at the Commissioners Meeting Room in Manteo (Administration Bldg., 954 Marshall Collins Drive, Manteo) or through an interactive video link at the Fessenden Center Annex (47013 Buxton Back Road, Buxton).

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



BrightSpring Health Services Update

Description

Michael Calderon will provide an update.

Board Action Requested

None - Presentation

Item Presenter

Michael Calderon, Vice President of Operations



Amendment to Capital Project Ordinance for Town's Beach Nourishment Project

Description

Please see the following Item Summary

Board Action Requested

Adopt the amendment to the capital project ordinance.

Item Presenter

David Clawson, Finance Director

Item Summary: Amendment to Capital Project Ordinance for Town’s Beach Nourishment Project

This amendment to the project budget is for two line items in the Coastal Protection and Engineering Contract Amendment that the Board will be asked to approve with the next agenda item. This amendment also covers one budget line item that is not part of the CP&E Contract Amendment.

The CP&E Contract Amendment includes 6 tasks. Amounts for Tasks 1 through 4 require no budget change as they are equal to the prior estimates.

Task 5 for Beach Maintenance Plans decreases in total by \$253.

Task 6 for Benthic Monitoring decreases in total by \$60,193 as no benthic monitoring was required by the permit issued for Kill Devil Hills.

The Turtle Monitoring is not part of the CP&E Contract Amendment and will be two separate contracts, one for day monitoring with N.E.S.T. and one for night monitoring with Christian Legner as coordinator for individuals working as independent contractors - both the same as the last project.

The Turtle Monitoring budget increases by \$44,620 from the estimate but is comparable to the 2017 cost (\$86,622 versus \$80,000). CP&E thinks their original estimate used a bad daily rate.

The net of the above changes is balanced through changes to each town’s contingency line item.

Attachments are:

- Project budget change schedule;
- Exhibit B from the CP&E Contract Amendment - next agenda item and only relevant for Task 5 and 6 amounts; and
- Capital Project ordinance amendment.

Board Action: Adopt the amendment to the capital project ordinance.

**Dare County Northern Beaches Maintenance Project
Project Budget Changes for CPE Contract**

2/8/2022

	60361	60364	60363	60362	98733	
	Duck	KD Hills	Kitty Hawk	S Shores	Totals	
Benthic Monitoring	\$40,000	\$40,000	\$40,000	\$40,000	\$160,000	Original Budget
CP&E Task 6	(6,731)	(40,000)	(6,731)	(6,731)	(60,193)	Change
	33,269	-	33,269	33,269	99,807	<i>Amended Budget</i>
Turtle Monitoring	\$8,304	\$7,585	\$10,439	\$15,674	\$42,002	Original Budget
Not CP&E	8,821	8,059	11,087	16,653	44,620	Change
	17,125	15,644	21,526	32,327	86,622	<i>Amended Budget</i>
Beach Maintenance Plans	\$4,000	\$4,000	\$4,000	\$7,000	\$19,000	Original Budget
CP&E Task 5	(450)	(450)	(450)	1,097	(253)	Change
	3,550	3,550	3,550	8,097	18,747	<i>Amended Budget</i>
Contingency 5%	\$331,433	\$299,331	\$437,904	\$535,128	\$1,603,796	Original Budget
	(1,640)	32,391	(3,906)	(11,019)	15,826	Change
	329,793	331,722	433,998	524,109	1,619,622	<i>Amended Budget</i>

Tasks 1-4 of the CP&E Contract have no changes.

In the Project Budget, these tasks are included as a part of the "CPE Permitting & Design" line item. That line item in the Project Budget is greater than the contract amendment for Tasks 1-4 because the budget also covers prior contracts executed by each Town for design and permitting work by CP&E. Those prior amounts were included in each Town's debt issuance for reimbursement from debt proceeds.

**EXHIBIT B:
BREAKDOWN OF COSTS
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS**

Table 1. Breakdown of the total cost of the 2022 Construction Services associated with the Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills Beach Nourishment Projects.

TASK	DESCRIPTION	Cost
1	Updating of Construction Drawings and Coordination with Division of Coastal Management	\$12,703.00
2	Southern Shores Edge of Vegetation Survey	\$3,288.00
3	Construction Administrative Services	\$446,886.75
4	Project Completion Report	\$71,898.00
5	Beach Maintenance Plans	\$18,747.00
6	Benthic Monitoring	\$99,806.00
TOTAL:		\$653,328.75

- Tasks 1 and 4 will be completed for the specified Lump Sum fee and will be split evenly between the 4 Towns.
- Task 2 will be completed for the specified Lump Sum fee and will be paid for by the Town of Southern Shores.
- Given the uncertainty of exact construction times, Task 3 will be completed on a Time and Materials basis not to exceed \$446,886.75
- Task 5 will be completed for the specified Lump Sum fee and will be paid for in part by each of the 4 Towns; however, given the Town of Southern Shores does not yet have a plan to be updated, their portion is larger than the other three Towns. See Table 2 for breakdown.
- Task 6 will be completed for the specified Lump Sum fee and will be split evenly between the Towns of Duck, Southern Shores, and Kitty Hawk.

Table 2. Breakdown of each Task by Town.

Task	Description	Total Cost	Duck Cost	Southern Shores Cost	Kitty Hawk Cost	Kill Devil Hills Cost
1	Updating of Construction Drawings and Coordination with Division of Coastal Management	\$12,703.00	\$3,175.75	\$3,175.75	\$3,175.75	\$3,175.75
2	Southern Shores Edge of Vegetation Survey	\$3,288.00	\$0.00	\$3,288.00	\$0.00	\$0.00
3	Construction Administrative Services	\$446,886.75	\$77,413.45	\$158,345.70	\$119,638.97	\$91,488.63
4	Project Completion Report	\$71,898.00	\$17,974.50	\$17,974.50	\$17,974.50	\$17,974.50
5	Beach Maintenance Plans	\$18,747.00	\$3,550.00	\$8,097.00	\$3,550.00	\$3,550.00
6	Benthic Monitoring	\$99,806.00	\$33,268.67	\$33,268.67	\$33,268.67	\$0.00
Totals:			\$135,382.37	\$224,149.62	\$177,607.89	\$116,188.88

**County of Dare, North Carolina
Capital Project Ordinance
for
Series 2021B LOBs**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, originally adopted on 8/16/2021, and amended on 9/20/2021 and 2/7/2022, is hereby amended.

Section 1 This ordinance is for the budget for the 2022 Towns' beach nourishment project. The 2022B LOBs also finances certain improvements to the County's Justice Center, the budget for which was adopted on 8/16/2021. This amendment is to adjust budget amounts to the Coastal Protection & Engineering contract amounts to be approved this same date.

Section 2 The following budget shall be conducted within the Capital Projects Fund (fund #61).

Section 3 The following appropriations are changed as indicated for the projects:

Benthic Monitoring - Duck	615580-737014-60361	\$6,731	decrease
Benthic Monitoring – S Shores	615580-737014-60362	\$6,731	decrease
Benthic Monitoring – Kitty Hawk	615580-737014-60363	\$6,731	decrease
Benthic Monitoring – KD Hills	615580-737014-60364	\$40,000	decrease
Turtle Monitoring - Duck	615580-737013-60361	\$8,821	increase
Turtle Monitoring – S Shores	615580-737013-60362	\$16,653	increase
Turtle Monitoring – Kitty Hawk	615580-737013-60363	\$11,087	increase
Turtle Monitoring – KD Hills	615580-737013-60364	\$8,059	increase
B Maintenance Plan - Duck	615580-737015-60361	\$450	decrease
B Maintenance Plan – S Shores	615580-737015-60362	\$1,097	increase
B Maintenance Plan – Kitty Hawk	615580-737015-60363	\$450	decrease
Turtle Monitoring – KD Hills	615580-737015-60364	\$450	decrease
Contingency – Duck	615580-750000-60361	\$1,640	decrease
Contingency – S Shores	615580-750000-60362	\$11,019	decrease
Contingency – K Hawk	615580-750000-60363	\$3,906	decrease
Contingency – KD Hills	615580-750000-60364	\$32,391	increase

Section 4 The following revenues are additionally anticipated to be available to complete the projects:

No changes.

Section 5 Each Town's contingency appropriation can only be used for that Town's project budget. The County Manager is authorized to execute amendments to this project ordinance in amounts at the direction of or with the agreement of the Town affected.

Section 6 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

Section 7 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, the Clerk to the Board of Commissioners, and to each Town.

Adopted this 21st day of February, 2022.

Chairman, Board of Commissioners

[SEAL]

Cheryl Anby, Clerk to the Board of Commissioners



Dare County Beach Nourishment - Towns Project

Description

Coastal Protection Engineering (CPE) were selected as the Dare County consultants for the Town's Beach Nourishment projects in 2016 and 2021. Attached is the proposal between Dare County and CPE for construction administration and engineering services as required by the regulatory permits. This proposal covers 6 tasks that are explained in Exhibit A (attached).

Tasks 1,2,4,5, and 6 will be billed at a lump sum amount of \$206,442. Task 3 will be billed as a Not to Exceed amount of \$446,886.75.

The budget for these 6 tasks was addressed by Mr. Clawson in the prior agenda item.

Board Action Requested

Approve the Coastal Protection Engineering proposal and authorize the County Manager to sign.

Item Presenter

Dustin Peele - Project and Procurement Manager



January 29, 2022

Robert L. Outten
Dare County
954 Marshall C Collins Dr. Room 286
Manteo, NC 27954

Proposal: 2022 Construction Services for Northern Dare County Beach Nourishment Projects (Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills)

Dear Mr. Outten:

Coastal Protection Engineering of North Carolina, Inc. (CPE) is pleased to provide you with this proposal to provide Dare County (OWNER) and the Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills (TOWNS), engineering consulting and construction administrative services associated with construction of beach nourishment projects along portions of each of the TOWNS. The projects are scheduled to be constructed by Weeks Marine, Inc. in 2022.

The Scope of Professional Services (the Services) is attached to this proposal as Exhibit A. The Work included under Task 1, 2, 4, 5, and 6 will be performed for a lump sum fee of \$206,442.00. The Work included under Task 3 will be performed on a time and material basis not-to-exceed \$446,886.75. The services include updating of construction drawings and coordinating with Division of Coastal Management, the establishment of a first line of stable natural vegetation along the Town of Southern Shores, construction administrative services, development of a project completion report, updating/developing beach maintenance plans for each Town, and permit required benthic monitoring.

Breakdown of Costs and Schedule of Deliverables:

The total amount of the proposed services for Tasks 1 through 6 as set forth herein, is \$653,328.75. Exhibit B includes a breakdown of costs by Task as well as a breakdown of the work by Town. Exhibit C – Rate Schedule includes rates to be billed for work completed under Task 3 – Construction Administrative Services.

Please see Exhibit D – List of Deliverables, for a description of each of the following:

- Updated Construction Drawings (Each of the 4 Towns)
- Coordinates of Mean High Water (MHW) line (Each of the 4 Towns)
- Coordinates of First Line of Stable Natural Vegetation (FLSNV) (Southern Shores only)
- Daily Field Observation Reports
- Recommendations for Payment and Final Closeout
- Project Completion Report



- Beach Maintenance Plans (Each of the 4 Towns)
- Benthic Monitoring Report

CPE's performance of the proposed Services is conditioned upon mutually acceptable contract terms and conditions. In that regard, attached to this proposal is our 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 sign the attached Services Agreement and return it to me. CPE will then sign the Services Agreement and return a fully signed copy to you for your records.

We look forward to continuing to work with Dare County and the Towns on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Willson".

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
LUMP SUM AND TIME & MATERIALS 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: 2022 CONSTRUCTION SERVICES FOR NORTHERN DARE COUNTY BEACH NOURISHMENT PROJECTS (TOWNS OF DUCK, SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS).

2. **FEES, INVOICES AND PAYMENTS:** The Services associated with Tasks 1, 2, 4, 5, and 6, will be performed for a lump sum fee of: **Two hundred six thousand, four hundred forty-two dollars and zero cents (\$206,442.00).**

The Services associated with Task 3 will be performed on a time and materials basis, **not to exceed: Four hundred forty-six thousand, eight hundred eighty-six dollars and seventy-five cents (\$446,886.75).**

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.

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 REPERFORM 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 INDEMNIFICATIONS SET FORTH IN SECTION 7 ABOVE. THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE THE GREATER OF WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE AMOUNT OF COMPENSATION FOR SUCH SERVICES, OR THE LIMITS OF CPE'S INSURANCE COVERAGE FOR SUCH CLAIMS, WHICH AMOUNT SHALL NOT BE LESS THAN \$1,000,000. CPE SHALL PROVIDE CLIENT PROOF OF COVERAGE UPON EXECUTION OF THIS AGREEMENT

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 _____, 2022

COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.

By (Sign): _____

Print Name: Kenneth Willson

Title: President

Address: 4038 Masonboro Loop Road

Wilmington, NC 28409

Phone: (910) 443-4471

Fax: N/A

E-mail: Kwillson@coastalprotectioneng.com

COUNTY OF DARE, NORTH CAROLINA

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Attachments:

Exhibit A – Scope of Services

Exhibit B – Breakdown of Costs

Exhibit C – Rate Schedule

Exhibit D – List of Deliverables

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS

Coastal Protection Engineering of North Carolina, Inc. (hereinafter ENGINEER) proposes to provide professional services to Dare County (hereinafter the OWNER), and the Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills (hereinafter collectively referred to as TOWNS) associated with the construction of the four (4) TOWNS beach nourishment projects. This proposal includes construction administrative services, development of a project completion report, conducting an edge of vegetation survey for the Town of Southern Shores, development/updating beach maintenance plans for each Town, and permit required benthic monitoring. These tasks are described in detail in the following sections.

TASK 1 – UPDATING OF CONSTRUCTION DRAWINGS AND COORDINATION WITH DIVISION OF COASTAL MANAGEMENT

The CAMA permits for each of the TOWNS projects require an updated survey to be performed, showing beach conditions within 3 months of project initiation for the entire project area. Using the updated survey data, construction plans are to be updated and submitted to DCM and the USACE. The plans will be coordinated with the appropriate resource agencies and approved by DCM and the USACE prior to initiation of work and a pre-construction conference.

The survey required will be conducted by the CONTRACTOR. The contract requires CONTRACTOR to provide the data within 5 weeks prior to initiation of sand placement. Once survey data are provided, the ENGINEER will use the updated survey conditions to update the beach fill template for the specific beach nourishment project for which data are provided. The pre-project mean high waterline (MHW) will also be included on the project drawings. Data are anticipated to be collected separately for each project based on the CONTRACTORs order of work. As subsequent data sets are provided, ENGINEER will update the beach fill templates for each of the projects.

Once the construction plans have been updated for a particular project, ENGINEER will submit the updated drawings and coordinate directly with the DCM and USACE to review the plans and obtain approval from the necessary agencies. ENGINEER will also submit pre-project MHW data to satisfy the condition of the permit requiring such information.

TASK 2: SOUTHERN SHORES EDGE OF VEGETATION SURVEY

Prior to the initiation of construction (sand placement) the ENGINEER will coordinate with Town of Southern Shores Staff and Division of Coastal Management representatives to flag the location of the first line of stable natural vegetation. ENGINEER will subcontract to a licensed surveyor to survey in the location of the line. A survey depicting this static vegetation line will be submitted to the Division of Coastal Management prior to sand placement in accordance with CAMA Major Permit #126-21.

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS

TASK 3 – CONSTRUCTION ADMINISTRATIVE SERVICES

During times of construction the ENGINEER will provide a REPRESENTATIVE to provide onsite administrative services on a full time basis. The REPRESENTATIVE will provide open communication with OWNER and TOWNS staff to inform them of the construction status and address outstanding issues or complaints. This scope for construction and post construction services (Services) assumes construction will take place between May 1 and October 15, 2022 (167 days). This schedule is based on information provided by the Contractor and other factors considered. This time includes 7 days on the front and back of the construction period for mobilization and demobilization. Given the uncertainty of exact construction times, ENGINEER will complete Task 3 on a time and materials basis.

The work proposed by the ENGINEER under Task 3 includes the following items:

- Observing the CONTRACTOR’s work and recommending if it is compliant with the permits and contract documents;
- Holding bi-weekly (every other week) progress meetings to discuss the construction status with CONTRACTOR;
- Daily project updates to the OWNER regarding the construction progress;
- Bi-weekly updates to BOEM to satisfy the lease requirements;
- Communicating with the public regarding the construction to date and remaining schedule;
- Recommendations for payment and final closeout;
- Assisting the OWNER and TOWNS with permit compliance issues for which the CONTRACTOR is not responsible; and,
- Notifying the OWNER and regulatory agencies of any observed non-compliant item of work as required by the permit and contract documents.

A more detailed description of the anticipated work included in these items is described below:

Construction Observations: The REPRESENTATIVE will be present at the construction site, access corridors or staging areas during major phases of the work and all times considered critical to completing the project. The REPRESENTATIVE will be on call throughout the period of construction. Observations will be conducted to check compliance with the construction plans, contract documents, and permit authorizations granted for the work. This Agreement assumes a construction schedule between May 1 and October 15, 2022.

The proposal assumes the REPRESENTATIVE will work for an average of 12 hours per day on an approximate 2 week shift. During shift changes, the REPRESENTATIVE will communicate with its replacement about the status of the operations of the CONTRACTOR.

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS

The REPRESENTATIVE will provide Field Observation Reports via email to the OWNER for each day the representative is on-site. The report will be provided within 1 day of conducting the site observations. The reports will list the following:

- Inspections and results from the day for which it is being provided.
- Details of the construction process and the CONTRACTOR’s activities.
- The location of sand placement on the beach and location of dredging activities. The locations will be referenced to station numbers as shown on the construction drawings.
- The quantity and type of equipment on the job site.
- Digital pictures will be provided with each report showing the construction process. (A minimum of 3 pictures are expected to be included in each daily report).
- Conversations held between the CONTRACTOR and REPRESENTATIVE.
- Observation on the quality of material placed.
- All observed compliance issues the CONTRACTOR experiences with the Contract documents.

The REPRESENTATIVE will also collect sediment samples daily. Samples will be collected from the beach fill disposal area on days when active placement is occurring. Samples will be visually inspected and reported on in the daily reports. Approximately twice per week, sand samples will be shipped to the ENGINEER office in Wilmington to undergo sieve analysis. This is required by the Department of the Army Permits. Results will be provided to the agencies as soon as available, and all results will be included in the Project Completion Report described under Task 4.

Public Communication: The ENGINEER will prepare for and conduct biweekly public meetings at a location secured by the OWNER. The REPRESENTATIVE will address questions from the public and explain the construction process. The anticipated construction schedule, including recorded weather and mechanical delays and the anticipated completion date, will be discussed. The meetings will be held at the convenience of the OWNER.

Progress Meetings with CONTRACTOR: The ENGINEER will prepare for and chair biweekly progress meetings to be held on the same day, prior to the public meeting, with the CONTRACTOR and the CONTRACTOR's associated sub-contractors as appropriate during construction. These meetings will be held at a time agreeable to the CONTRACTOR. The REPRESENTATIVE will provide an agenda in advance of the meeting via email to the OWNER and CONTRACTOR. The agenda will provide the meeting times and place so the OWNER may attend the meeting if desired.

Recommendations for Payment: The ENGINEER shall review CONTRACTOR progress and pay surveys and pay requests for all work elements. The ENGINEER shall carefully review for accuracy of computation and completeness the CONTRACTOR's periodic payment invoices and will make recommendations to the OWNER regarding payment. The ENGINEER shall make a

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS

volumetric comparison of the CONTRACTOR’s pre-construction and pay survey in order to check the work is conducted to specifications and assist the OWNER in evaluating the periodic and final payments to the CONTRACTOR.

Dredge Surveys: The ENGINEER will provide plan view drawings showing the dredging locations in the daily reports. The drawing will include drag head positioning data provided by the CONTRACTOR showing the width, depth and length of area that has been excavated since the last dredge location submittal. A final map showing the dredge area and the volume removed will be provided within 2 weeks upon completion of the post-dredging survey. The final map will be based on the post construction surveys conducted by the CONTRACTOR. Compliance surveys of the borrow area throughout construction are not required. If the CONTRACTOR elects to conduct a construction compliance survey, the ENGINEER will review the survey and notify (via email) the OWNER, NCDENR and USACE, of any observed non-compliant issue with any condition or limitation specified in the permit.

Non-compliance Notification: The REPRESENTATIVE will notify (via email) the OWNER, NCDENR and USACE, of any observed non-compliant issue with any condition or limitation specified in the permit. The REPRESENTATIVE will work with the CONTRACTOR to provide a written report containing a description of and cause of noncompliance and the period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

TASK 4 – PROJECT COMPLETION REPORT

Following the completion of the construction activities, the ENGINEER will prepare one (1) Post-Construction Report that will document the construction of the project. The completion report will provide:

- Detailed description of the construction sequence, volume placed, and cost of the project;
- Record drawings of the completed beach fill;
- Record drawings of the CONTRACTOR’s post construction survey of the borrow area;
- Estimates of the volume of material removed from the borrow area and volume remaining;
- Results of the grain size analysis conducted during construction;
- A summary of the cutterhead positioning data indicating where material was removed; and
- A summary of any compliance issues encountered by the CONTRACTOR with the permit conditions.
- Summary of any change orders or field adjustment reports made during the construction.

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS

Cross-sections of the beach fill and borrow area will be provided using the CONTRACTOR’s information. Cross-sections on 100 foot intervals with pre- and post-construction conditions will be provided for each 100-ft interval station. Surveys conducted by ENGINEER prior to the pre-construction surveys will also be included where appropriate. ENGINEER will provide final volume changes measured between the initial December 2017 post-con survey and the pre-con surveys conducted by the CONTRACTOR just prior to the 2022 project.

Due to the expected size of this report, eight (8) hard copies of the summary report with the as-built drawings will be supplied to the OWNER. An electronic copy of the entire completion report will be provided in PDF format. ENGINEER will be available to present the information to the TOWNS at a public meeting at each TOWNS discretion.

TASK 5 – BEACH MAINTENANCE PLANS

Under 44 CFR 206.226(j)(2), work on improved beaches may be eligible for FEMA Public Assistance (PA) if the project is impacted by a presidentially declared disaster or emergency. Work is eligible under the following conditions: i) The beach was constructed by the placement of sand (of proper grain size) to a designed elevation, width, and slope; and ii) A maintenance program involving periodic renourishment of sand must have been established and adhered to by the applicant.

Following the 2017 beach nourishment project, beach maintenance plans were prepared for the Towns of Duck, Kitty Hawk, and Kill Devil Hills. ENGINEER will update each of these three Towns’ beach maintenance plans. The updates will include incorporating the 2022 renourishment project details, availability of sand for future events, and anticipated future maintenance requirements.

No beach maintenance plan currently exists for the Town of Southern Shores given the 2022 project will be the initial construction of the Town wide project. ENGINEER will prepare a beach maintenance plan to serve as documentation that the Town of Southern Shores project meets the FEMA PA criteria. This document can then be provided to FEMA if a project is impacted by a presidentially declared disaster.

The beach maintenance plans will be developed/updated in a way consistent with FEMA’s Public Assistance Program and Policy Guide (Version 4). The reports will include a description of the project design, construction activities to date, anticipated volume and cost for maintenance, schedule of maintenance and the monitoring protocols being employed by the TOWNS. ENGINEER will coordinate with the TOWNS’ staff to identify current and future funding sources and document these in the beach maintenance plan.

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMENT PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS

ENGINEER will provide the TOWNS with a Draft version of their beach maintenance plan on or before the date of final completion and acceptance of the work being performed by the CONTRACTOR on the TOWNS’ Project. Upon receipt of comments from the TOWNS, ENGINEER will address relevant comments and provide a Final version of the beach maintenance plan. Two (2) hard copies and two (2) digital copies of the Final beach maintenance plan will be provided to each TOWN.

TASK 6: BENTHIC MONITORING

Under Task 6, ENGINEER will provide professional services to the OWNER for the monitoring of benthic invertebrate resources within the towns of Duck, Southern Shores, and Kitty Hawk. This monitoring effort will serve to satisfy conditions set forth within each of the three town’s CAMA Permits for the 2022 beach nourishment project (CAMA Major Permit #113-21, #126-21, and #137-21). These permits each state “benthic monitoring surveys of the placement area shall be conducted pre- and post-construction, as requested by the NC Division of Marine Fisheries (NC DMF)”. Although benthic invertebrates are adapted to the coastal dynamics and erosion, transport, and deposition of sediments, some natural sedimentation events can cause high mortality of benthic invertebrates. Therefore, it is reasonable to expect that certain beach filling activities could also cause high mortality of benthic invertebrates. In order to assess these potential impacts, the following benthic invertebrate monitoring plan will be implemented.

In general, the services provided by CPE include the collection, sorting, identification, and enumeration of benthic invertebrates from sediment samples collected from the intertidal zone within the “impacted” areas (areas receiving beach fill during the 2022 beach nourishment project) and “reference” areas (areas of the oceanfront shoreline in proximity to, but outside the sand placement areas). Samples will be collected prior to sand placement, immediately after sand placement, and approximately one (1) year following sand placement. The ensuing data will be analyzed using statistical methods to determine the levels and rates of recovery of benthic invertebrates within the impact areas over time and to evaluate differences in abundance and biodiversity of these organisms within the Impact Sites and Reference Sites.

Monitoring Locations

Monitoring will be conducted at fifteen (15) Impact Sites located within the areas receiving beach fill within the towns of Duck, Southern Shores, and Kitty Hawk. Impact Sites will be spaced approximately 1km apart from each other (Figure 1). In addition, three (3) Reference Sites will be monitored in nearby locations where no nourishment will occur during the study. Specifically, these areas include a site to the north of the northern terminus of the Duck nourishment project, an area between the Duck and Southern Shores nourishment projects, and a site to the south of the Kill Devil Hills project (Figure 1 and Table 1). This monitoring effort will only target the intertidal portion of the beach face. This will include that portion of the beach that is impacted by wave energy (the swash zone). At each monitoring site, samples will be collected in triplicate with three (3) samples collected in the active swash zone, and three (3)

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS

samples collected along the wet beach just above the swash zone. This sampling balances the need for sample replication and effort required to collect an adequate amount of data that will allow for statistical evaluation.

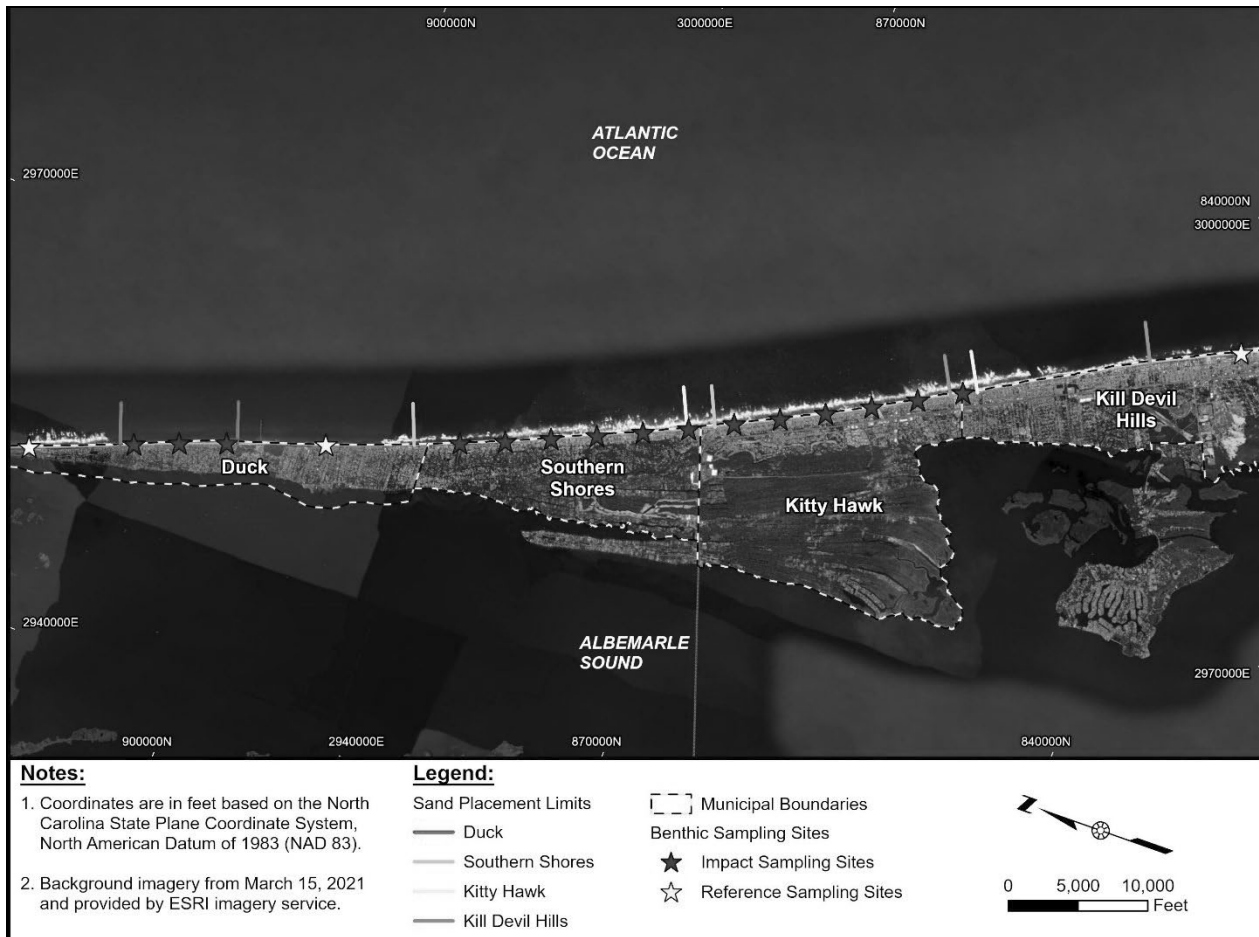


Figure 1. Impact and Reference Benthic Sampling Site Locations.

Methods

The tidal stage will be recorded at each site during benthic sampling. Macroinfauna will be acquired by using a hand coring device made of a PVC pipe measuring 10.16 cm (4.0 inch) wide and 15 cm (5.9 inch) deep. Greater than 90% of the benthic fauna live in the top 10cm of the sediments. The coring device, which will be marked to indicate the 15 cm sample depth, will be pressed into the sediment vertically. In areas dominated by coarse-grained sediments, cores often cannot be extracted whole, and a metal plate will be slid under and across the bottom of the core before it is removed to ensure that the sample is collected in whole. Core samples will be sieved in the field using a 0.5mm Widco bucket sieve. After sieving, samples will be placed within a labeled sample bag or jar and preserve with 10% buffered formalin. Preserved samples

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS

will then be transported to a qualified contractor to identify and quantify the number of benthic invertebrates within each of the samples provided.

Table 1. Locations of Sampling Sites (Impact and Reference)

Sample Site Name	Easting	Northing
Duck 1	2955470	909382
Duck 2	2956728	906383
Duck 3	2957973	903217
Southern Shores 1	2964056	887658
Southern Shores 2	2965351	884669
Southern Shores 3	2966727	881687
Southern Shores 4	2968124	878700
Southern Shores 5	2969552	875712
Southern Shores 6	2970975	872755
Kitty Hawk 1	2972498	869847
Kitty Hawk 2	2974026	866914
Kitty Hawk 3	2975585	864016
Kitty Hawk 4	2977220	861111
Kitty Hawk 5	2978896	858230
Kitty Hawk 6	2980562	855403
Reference 1	2952563	916314
Reference 2	2960438	896556
Reference 3	2990478	837860

Monitoring Events

Samples representing three (3) discrete time periods resulting in the acquisition of three (3) data sets will be collected throughout the course of this monitoring effort. These include samples collected prior to placement of sand (the “pre-construction” condition), samples collected within 10 days following the placement of sand (the “immediately post-construction” condition), and samples collected approximately one (1) year following the placement of sand (the “year 1 post-construction” condition).

Due to the geographic extent of the project, construction of the beach nourishment project will take up to five (5) months to complete (approximately May through September 2022) and therefore it will not be possible to collect all pre-construction and immediately post-construction samples in the same time period. Rather, pre-construction samples collected from the fifteen (15) Impact Sites will be sampled no greater than ten (10) days prior to the placement of beach fill at each given site receiving beach fill. Pre-construction samples collected from the three (3) Reference Sites will be collected no earlier than ten (10) days prior to the collection of the first Impact Site sampling event.

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMENT PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS

Due to the geographic extent of the project, construction of the beach nourishment project will take up to five (5) months to complete (approximately May through September 2022) and therefore it will not be possible to collect all pre-construction and immediately post-construction samples in the same time period. Rather, pre-construction samples collected from the fifteen (15) Impact Sites will be sampled no greater than ten (10) days prior to the placement of beach fill at each given site receiving beach fill. Pre-construction samples collected from the three (3) Reference Sites will be collected no earlier than ten (10) days prior to the collection of the first Impact Site sampling event.

The immediately post-construction samples will be collected no more than 10 days following the placement of material at each given site. The year one post-construction samples will be collected from each of the fifteen (15) Impact Sites. No immediately post-construction samples will be collected from the Reference Sites.

Year 1 post-construction samples will be collected from all fifteen (15) Impact Sites and all three (3) Reference Sites during the month of June or July 2023. Because not all pre-construction samples are scheduled to be collected in June or July 2022, not all year 1 post-construction samples will be collected exactly 12 months following the placement of sand. Samples obtained during this event, however, will represent an approximation of the one year post-construction timeframe.

A final report will be developed and submitted to the NC DCM and NC DMF no later than December 2023. The report will include an introductory section, methods section, results section, and discussion section. The results section will contain the outcomes of the analysis performed to determine if there were statistical differences in species abundance and biodiversity between the pre-construction and immediately post-construction timeframes from within the Impact Sites. In addition, the report will describe differences with abundance and biodiversity between the pre-construction and year 1 post-construction timeframes from within the Impact Sites and Reference Sites. All raw data will be provided as an appendix to the report.

**EXHIBIT B:
BREAKDOWN OF COSTS
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS**

Table 1. Breakdown of the total cost of the 2022 Construction Services associated with the Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills Beach Nourishment Projects.

TASK	DESCRIPTION	Cost
1	Updating of Construction Drawings and Coordination with Division of Coastal Management	\$12,703.00
2	Southern Shores Edge of Vegetation Survey	\$3,288.00
3	Construction Administrative Services	\$446,886.75
4	Project Completion Report	\$71,898.00
5	Beach Maintenance Plans	\$18,747.00
6	Benthic Monitoring	\$99,806.00
TOTAL:		\$653,328.75

- Tasks 1 and 4 will be completed for the specified Lump Sum fee and will be split evenly between the 4 Towns.
- Task 2 will be completed for the specified Lump Sum fee and will be paid for by the Town of Southern Shores.
- Given the uncertainty of exact construction times, Task 3 will be completed on a Time and Materials basis not to exceed \$446,886.75
- Task 5 will be completed for the specified Lump Sum fee and will be paid for in part by each of the 4 Towns; however, given the Town of Southern Shores does not yet have a plan to be updated, their portion is larger than the other three Towns. See Table 2 for breakdown.
- Task 6 will be completed for the specified Lump Sum fee and will be split evenly between the Towns of Duck, Southern Shores, and Kitty Hawk.

Table 2. Breakdown of each Task by Town.

Task	Description	Total Cost	Duck Cost	Southern Shores Cost	Kitty Hawk Cost	Kill Devil Hills Cost
1	Updating of Construction Drawings and Coordination with Division of Coastal Management	\$12,703.00	\$3,175.75	\$3,175.75	\$3,175.75	\$3,175.75
2	Southern Shores Edge of Vegetation Survey	\$3,288.00	\$0.00	\$3,288.00	\$0.00	\$0.00
3	Construction Administrative Services	\$446,886.75	\$77,413.45	\$158,345.70	\$119,638.97	\$91,488.63
4	Project Completion Report	\$71,898.00	\$17,974.50	\$17,974.50	\$17,974.50	\$17,974.50
5	Beach Maintenance Plans	\$18,747.00	\$3,550.00	\$8,097.00	\$3,550.00	\$3,550.00
6	Benthic Monitoring	\$99,806.00	\$33,268.67	\$33,268.67	\$33,268.67	\$0.00
Totals:		\$135,382.37	\$224,149.62	\$177,607.89	\$116,188.88	

**EXHIBIT C:
STANDARD RATE SCHEDULE
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS**

I. Labor Rates

<u>Labor Classification</u>	<u>Bill Rate</u>
Principal Engineer	\$285.00
Principal Coastal Scientist	\$285.00
Senior Engineering Advisor	\$265.00
Project Manager	\$184.00
Senior Coastal Engineer	\$184.00
Senior Coastal Scientist	\$181.00
Senior Marine Biologist	\$159.00
Coastal Project Engineer	\$140.00
Junior Coastal Engineer	\$105.00
Junior Coastal Geologist	\$100.00
CAD / GIS Operator	\$95.00
Engineering Intern / Technician	\$75.00

II. Reimbursable Costs*

<u>Cost Classification</u>	<u>Bill Rate</u>
Mileage	\$0.575 / mile
Company Owned Vehicle.....	\$39 / day
Sieve Analysis.....	\$75 / sample
Equipment	Per Purchase Order
Direct Costs	Per Purchase Order
Sub-Consultants	10% of Cost

**Subject to terms and conditions of governing agreement.*

**EXHIBIT D:
LIST OF DELIVERABLES
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS**

The following items have been identified by Coastal Protection Engineering of North Carolina, Inc. (hereinafter ENGINEER) as deliverables for the completion of this scope of work.

- Updated Construction Drawings (Each of the 4 Towns);
- Coordinates of Mean High Water (MHW) line (Each of the 4 Towns);
- Coordinates of First Line of Stable Natural Vegetation (FLSNV) (Southern Shores only);
- Daily Field Observation Reports;
- Recommendations for Payment and Final Closeout;
- Project Completion Report;
- Beach Maintenance Plans (Each of the 4 Towns);
- Benthic Monitoring Report

A detailed description and an individual schedule for each deliverable are provided below. Please note that all deliverables will be provided to Dare County, the Town of Duck, the Town of Southern Shores, the Town of Kitty Hawk, and the Town of Kill Devil Hills, unless specifically stated otherwise.

Updated Construction Drawings: ENGINEER will provide updated construction drawings showing the revised beach fill template based on pre-construction surveys. The surveys will be collected by the CONTRACTOR. The drawings will show the fill template as well as the pre-construction MHW line and the originally permitted limits of fill. Surveys will be staggered to coincide with the commencement of each TOWN'S project. Digital copies of the updated drawings will be provided to the applicable Town, the Division of Coastal Management, and the USACE regulatory field office in Washington, NC, 3 weeks prior to the commencement of beach fill placement.

Coordinates of MHW Line: The ENGINEER will use the pre-construction surveys provided by the CONTRACTOR to determine the position of the pre-construction MHW line along each of the four (4) project areas. The MHW line will be incorporated into the Updated Construction Drawings. However digital files containing coordinates of the pre-project MHW line will be provided to the applicable Town and the Division of Coastal Management in accordance with permit conditions, 3 weeks prior to the commencement of beach fill placement.

Coordinates of FLSNV: The ENGINEER will coordinate with Town Staff, DCM, and the CONTRACTOR's surveyor, to mark and survey the FLSNV along the Town of Southern Shores. The FLSNV will be incorporated into the Updated Construction Drawings. However digital files containing

**EXHIBIT D:
LIST OF DELIVERABLES
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS**

coordinates of the pre-project FLSNV will be provided to the Town of Southern Shores and the Division of Coastal Management in accordance with permit conditions, 3 weeks prior to the commencement of the beach fill placement.

Daily Field Observation Reports: During the course of construction, ENGINEER will provide daily field observation reports summarizing the project status. The reports, which will be provided via email, will describe activities completed each day during construction and update the anticipated schedule of milestones as appropriate. Photographs of the site, details regarding conversations with the CONTRACTOR and/or Towns, and plan view drawings showing the dredging locations will also be provided in the daily reports.

Recommendations for Payment and Final Closeout: ENGINEER shall review pay requests for all work elements and provide a written recommendation regarding payment. Digital payment recommendation letters will be provided monthly.

Project Completion Report: Following the completion of the construction activities, ENGINEER will prepare a Project Completion Report that will provide record drawings of the completed beach fill, record drawings of the post construction survey of the borrow area, in-place beach fill volume estimates based on the post construction monitoring, estimates of the volume of material removed from the borrow area, results of the grain size analysis conducted during construction, a summary of the cutterhead positioning data indicating where material was removed and a summary of any compliance issues encountered with the permit conditions. The project completion report will be provided within 90 days of the completion of construction activities. Two (2) hardcopies and two (2) digital copies of the report will be provided to each Town.

Beach Maintenance Plans: At the conclusion of construction activities for each Town, a Beach Maintenance Plan will be provided to the applicable Town. For the Towns of Duck, Kitty Hawk, and Kill Devil Hills, the Beach Maintenance Plan will be an updated version of the plans previously developed for each Town. For the Town of Southern Shores, the Beach Maintenance Plan will be a newly developed plan as no previously developed plan exists. The Beach Maintenance Plans will include project and planning features to document compliance with FEMA guidance for disaster assistance. Draft digital copies of the Beach Maintenance Plans will be provided at the conclusion of construction activities. Once comments are received from the Town on the draft, a final version will be provided. Two (2) hardcopies and two (2) digital copies of each Town's Plan, will be provided to the applicable Town.

Benthic Monitoring Report: ENGINEER will develop and submit to the NC DCM and NC DMF a final report summarizing the findings of the Benthic Monitoring detailed under Task 6. The

**EXHIBIT D:
LIST OF DELIVERABLES
DARE COUNTY, NORTH CAROLINA
2022 CONSTRUCTION SERVICES FOR
NORTH DARE COUNTY BEACH NOURISHMET PROJECTS (TOWNS OF DUCK,
SOUTHERN SHORES, KITTY HAWK, AND KILL DEVIL HILLS**

report will include an introductory section, methods section, results section, and discussion section. The results section will contain the outcomes of the analysis performed to determine if there were statistical differences in species abundance and biodiversity between the pre-construction and immediately post-construction timeframes from within the Impact Sites. In addition, the report will describe differences with abundance and biodiversity between the pre-construction and year 1 post-construction timeframes from within the Impact Sites and Reference Sites. The report will be provided to the NC DCM, NC DMF, and the Towns no later than December 2023. All raw data will be provided as an appendix to the report.



Budget Amendment for EMS Medicaid Cost Settlement revenue

Description

Please see the following Item Summary.

Board Action Requested

Adopt the budget amendment and authorize the County Manager, for these accounts, to execute future budget amendments to both revenue and expense line items in equal amounts to net to zero.

Item Presenter

David Clawson, Finance Director

Item Summary: Budget Amendment for EMS Medicaid Cost Settlement Revenue

Medicaid Managed Care has changed how the County will receive EMS Medicaid Cost Settlement revenue. The State now requires that Medicaid Cost Settlement for Medicaid Managed Care be treated separately.

For the Managed Care Portion:

- The County must pay the non-federal share to the State.
- Then the County receives the federal AND non-federal shares from the State.
- Resulting in the net to the County being the federal share – which is what the County currently receives.

Prior Treatment

Revenue = 103531-441092 = Federal share of all Medicaid CS

New Treatment

Revenue = 103531-441092 = Federal share of Medicaid CS *except* Managed Care

New Managed Care

New revenue = 103531-441094 = Federal AND non-federal share of Managed Care

New expense = 104531-510716 = Non-federal share of Managed Care

This results in a NET for Managed Care = Federal share

This results in Prior Treatment revenue grand total = New Treatment revenue grand total

The State letter is included for reference only (not for explanation).

The budgeting problem is that we, and we believe the State, have no idea what the amounts will be that must be covered with the new expense line item.

Therefore, the Board is requested to:

1. Approve an initial budget of \$100,000 – the budget amendment follows; and
2. That the County Manager be authorized to execute future budget amendments for the Managed Care revenue and expense accounts above in equal amounts (net to zero).



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**
Division of Health Benefits

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
DAVE RICHARD • Deputy Secretary, NC Medicaid

2/1/2022

Reference: Invoice for Intergovernmental Transfer (IGT) for Public Ambulance Provider Directed Payment SFY2022 Quarter 1 (July 1, 2021 – September 30, 2021)

Dear Public Ambulance Provider:

Enclosed with this letter are two exhibits that require provider action and payment by March 1, 2022. Please read the below for information and context with the specific exhibit instructions on the last page.

North Carolina Medicaid and NC Health Choice programs have transitioned from a predominantly fee-for-service structure to a managed care health insurance model on July 1, 2021. Per the North Carolina State Plan, Attachment 4.19B, the Division of Health Benefits (DHB) has historically required Public Ambulance Providers (PAPs) to file annual Medicaid cost reports and has executed cost report settlements due to or due from the PAPs. While the annual cost report and settlement process will continue uninterrupted for all PAP claims that remain in fee-for-service, such settlements are not permitted in a Medicaid managed care reimbursement structure.

Instead, for the claims activity which transition to managed care, the Division has received CMS approval to implement a Directed Payment pursuant to 42 CFR §438.6(c)(1)(iii)(B). As discussed in periodic managed care status meetings with ambulance providers, the Directed Payment for Public Ambulance Providers is in the form of a managed care minimum fee schedule for public ambulance transports for in-network public ambulance services. The minimum fee schedule is a provider specific rate per transport and is intended as a cost-based rate built upon a blend of each provider's cost per trip from their 2018 and 2019 Medicaid cost reports, trended forward by the Medicare Economic Index.

Historically, in Fee-for-Service, PAPs have received the benefit of the federal share of Medicaid Allowable Cost net of interim claims payments made by NTracks; this funding mechanism to finance cost report settlements to PAPs in Fee-for-Service is by Certification of Public Expenditures (CPEs). For managed care Directed Payments, the funding mechanism shifts to an Intergovernmental Transfer (IGT) whereby the PAPs will submit payment for the non-federal share of the difference between the gross cost-based rate and the historical level of Medicaid payment for interim claims by the Division. Please see below for an illustrative example of FFS compared to managed care.

**NC MEDICAID
NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH BENEFITS**

LOCATION: 1985 Umstead Drive, Kirby Building, Raleigh NC 27603
MAILING ADDRESS: 2501 Mail Service Center, Raleigh NC 27699-2501
www.ncdhhs.gov • TEL: 919-855-4100 • FAX: 919-733-6608

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Illustrative Example			
	Calculation	Received by PAP	
<u>Fee-For-Service</u>			
Medicaid Allowable Cost	\$ 100.00		
Less Interim Medicaid Claims Payments (NCTracks)	\$ (10.00)	\$ 10.00	
Allowable Cost > Payments Received	\$ 90.00		
Federal Share Match	73.85%		
Cost Report Settlement Received (Federal Share) by PAP	\$ 66.47	\$ 66.47	
Total Received		\$ 76.47	
<u>Managed Care</u>			
Cost Based Rate	\$ 100.00	\$ 100.00	
Less Amount Historically Financed by DHB via NCTracks Claims	\$ (10.00)		
Cost Based Rate Less Historical Medicaid Payment	\$ 90.00		
Non-Federal Share	26.15%		
Less IGT for Non-Federal Share	\$ (23.53)	\$ (23.53)	IGT Invoice Requested
Total Net Received		\$ 76.47	

Each of the Prepaid Health Plans (PHPs) have submitted to the Division paid claims data for public ambulance claims paid during the July 1, 2021 – September 30, 2021 quarter. We have compiled the data from each of the PHPs for each specific PAP and identified the calculation for the IGT Invoice in alignment with the above illustrative example.

We have illustrated below actual claims and calculations pulled from a particular PAP with several additional scenarios.

- Within Actual Claims, if the PHP paid less than the historical Medicaid payment for the provider, no invoice amount is calculated.
- Scenario 1 illustrates when PHP corrects a prior quarter payment and pays the cost-based rate; the PAP is invoiced properly for the difference between cost-based rate and historical Medicaid payment.
- Scenario 2 illustrates when PHP initially pays greater than historical payment level and the corrects to the cost-based rate.
- Scenario 3 illustrates when PHP pays greater than cost-based rate (e.g., if interest has been included), the invoice is calculated on a maximum of the difference between the cost-based rate and the historical Medicaid payment.

Billing Provider Name	Procedure Code	Claim Line Service End Date	Units	Net Paid Amount	Cost Based Rate	PAP Historical Medicaid Payment	Non-Federal Share	Invoice Amount for Non-Federal Share in excess of Historical Medicaid Payment
Actual Claims								
ABC County EMS	A0429	7/13/2021	1.00	\$ 70.75	937.84	128.07	26.15%	0.00
ABC County EMS	A0428	8/6/2021	1.00	\$ 74.29	937.84	128.07	26.15%	0.00
ABC County EMS	A0428	8/6/2021	-1.00	\$ (74.29)	937.84	128.07	26.15%	0.00
ABC County EMS	A0429	8/22/2021	1.00	\$ 937.84	937.84	128.07	26.15%	211.75
ABC County EMS	A0427	8/27/2021	1.00	\$ 937.84	937.84	128.07	26.15%	211.75
Scenario 1 - Correction in Subsequent Quarter - Pays Cost Based Rate								
ABC County EMS	A0429	7/13/2021	-1.00	\$ (70.75)	937.84	128.07	26.15%	0.00
ABC County EMS	A0429	7/13/2021	1.00	\$ 937.84	937.84	128.07	26.15%	211.75
Scenario 2 - Correction of Underpaid Amount Greater than Historical Medicaid Payment								
ABC County EMS	A0429	7/13/2021	1.00	\$ 150.00	937.84	128.07	26.15%	5.73
ABC County EMS	A0429	7/13/2021	1.00	\$ (150.00)	937.84	128.07	26.15%	-5.73
ABC County EMS	A0429	7/13/2021	1.00	\$ 937.84	937.84	128.07	26.15%	211.75
Scenario 3 - PHP Pays Greater than Cost Based Rate (Includes Interest)								
ABC County EMS	A0429	7/13/2021	1.00	\$ 1,000.00	937.84	128.07	26.15%	211.75

Exhibits that require provider action and payment:

Exhibit A – IGT Invoice

This document identifies the requested Intergovernmental Transfer Invoice amount due from the provider to the Division in support of the Public Ambulance Provider Directed Payments. It is a summary of the calculations described above based on claims data submitted by each PHP for the quarter. The due date of this payment is Noon, March 1, 2022. Payments must be an EFT payment (Wire Transfer transaction). All banking information necessary for the EFT payment is on the invoice.

NOTE – DHB has noted that select claims by various PHPs were not initially paid at the cost-based rate represented by the managed care minimum fee schedule per transport; therefore, all invoice calculations had to be performed at claim level based on the amount actually paid by the PHPs. The invoice calculation with detailed claim information received from the PHPs is available for review. Since it contains patient level information it may be directly requested and will be sent to the authorized requestor via encrypted email.

Officers of the Public Ambulance Provider may submit a request via email to the Division for their PAP Invoice claims detail at:

Medicaid.DirectedPayments@dhhs.nc.gov

Exhibit B – IGT Agreement (Template)

The purpose of this document is to record that the provider is a public / governmental entity which is eligible transfer funds via an intergovernmental transfer and to document the amount of the transfer. This document must be transcribed onto the provider’s letterhead. For your convenience, the Division has provided you this letter in a Microsoft Word document. Please do not change the wording of the document. The provider will need to insert their provider’s name where indicated and the amount of the IGT payment by the provider to the Division. The amount necessary for this letter can be found on Exhibit A enclosed with this letter. Once the letter has been completed and signed, the original is to be returned to the Division. The due date of this letter is March 1, 2022.

The IGT Agreement may be returned via email at Medicaid.DirectedPayments@dhhs.nc.gov or

If returned hardcopy, the overnight mailing address is:

Division of Health Benefits – Audit Section
820 South Boylan Avenue
Dorothea Dix Hospital Campus
Raleigh, NC 27603

Sincerely,

Jim Flowers
Deputy Director of Provider Audit

Enclosures Exhibit A - IGT Invoice
 Exhibit B – IGT Agreement (Template)

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
EMS Medicaid Cost Settlement - Managed Care					
<u>Revenues:</u>					
Medicaid Managed Care CS	103531	441094		\$100,000	
<u>Expenditures:</u>					
Medicaid IGT Non-Federal Share	104531	510716		\$100,000	

Explanation:

See 2/21/2022 Item Summary.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



Audit Contract for FY 2022

Description

The audit contract for Potter & Company for FY2022 is attached. FY2022 is the 4th year of a 4 year agreement with Potter & Company. The contract fee is \$70,000 which is a 1.82% increase. The agreement allows an annual increase of 2%.

Board Action Requested

Approve the contract and authorize the Chairman and Commissioner Ross, as Chairman of the Audit Committee, to execute the contract.

Item Presenter

David Clawson, Finance Director

The	Governing Board Board of Commissioners
of	Primary Government Unit Dare County North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Potter & Company, PA
	Auditor Address 106 Welton Way, Mooresville, N.C. 28117

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22
-----	--------------------------------	-----------------------------------

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
David Clawson, CPA	Dep Cty Mgr/Finance Director	davec@darenc.com

OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	Dare County North Carolina
Audit Fee	\$ 70,000
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ N/A
Writing Financial Statements	\$ N/A
All Other Non-Attest Services	\$ See engagement letter
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$ 51,562.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Potter & Company, PA	
Authorized Firm Representative (typed or printed)* Robert W. Taylor	Signature* 
Date* 01/17/22	Email Address* btaylor@gotopotter.com

GOVERNMENTAL UNIT

Governmental Unit* Dare County North Carolina	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	✓
Mayor/Chairperson (typed or printed)* ✓	Signature* ✓
Date ✓	Email Address ✓

Chair of Audit Committee (typed or printed, or "NA") ✓	Signature ✓
Date ✓	Email Address ✓

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* (typed or printed) David Clawson	Signature* ✓
Date of Pre-Audit Certificate* ✓	Email Address* davec@darenc.com

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



POTTER & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

February 4, 2022

To the Board of Commissioners
Dare County
Manteo, North Carolina

We are pleased to confirm our understanding of the services we are to provide for Dare County for the year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type-activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Dare County as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Dare County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Dare County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. GASB Required Supplementary Pension, LEOSA and OPEB reporting.

We have also been engaged to report on supplementary information other than RSI that accompanies Dare County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

1. Introductory information.
2. Combining and individual fund statements.
3. Budgetary schedules.
4. Ad valorem tax schedules.
5. Statistical section.
6. Schedule of Expenditures of Federal and State awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from 1) errors, 2) fraudulent financial reporting, 3) misappropriation of assets, or 4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports

required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Audit Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Dare County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have

a direct and material effect on each of Dare County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Dare County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of Dare County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand you responsibility for 1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluation and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; 2) following laws and regulations; 3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and 4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and state awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general subsidiary ledgers). You are also responsible for providing us with 1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transaction, and other matters 2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform and audit under the Uniform Guidance; 3) additional information that we may request for the purpose of the audit, and 4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving 1) management, 2) employees who have significant roles in internal control, and 3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegation of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that 1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; 2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; 3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and 4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U. S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that 1) you are responsible for presentation of the supplementary information in accordance with GAAP; 2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; 3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and 4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendation. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit

Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant finding and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's view on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; to evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' report, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the government; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Potter & Company, PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Potter & Company, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency. If we are aware that a federal and state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Robert W. Taylor, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in May 2022 and to issue our reports no later than October 31, 2022.

Our fee for these services will be \$70,000. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary for other audit procedures not anticipated, procedures of a bookkeeping nature, preparation of schedules or reconciliations for the audit, including adjusting journal entries or fixed asset reconciliations, we will discuss these procedures with Management and bill you at the following discounted hourly rates:

	<u>Discounted Hourly Rates</u>
Partner	\$275
Manager	195
Other Team Members	140
Clerical	55

Reporting


We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of Dare County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter-paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that 1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the government's internal control or on compliance, and 2) the report is an integral part of an audit performed in accordance with the *Government Auditing Standards* in considering the government's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Dare County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

POTTER & COMPANY, P.A.


Robert W. Taylor, CPA/PFS

RESPONSE:

This letter correctly sets forth the understanding of Dare County.

By: ✓ _____

Title: ✓ _____

Date: ✓ _____



Personal attention. Verifiable results.

CERTIFIED PUBLIC ACCOUNTANTS | BUSINESS CONSULTANTS | WEALTH ADVISORS | HEALTHCARE PRACTICE CONSULTANTS

Report on the Firm's System of Quality Control

To: The Owners of Potter & Company, P.A. and the Peer Review Committee of the North Carolina Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Potter & Company, P.A. (the firm) in effect for the year ended December 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review, as described in the Standards, may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



DMJ & Co., PLLC

703 Green Valley Road, Suite 201, Greensboro, NC 27408 • PO Box 9258, Greensboro, NC 27429-0258

T 336-275-9886 • F 336-275-1129

dmj.com • Triad • Triangle • Sandhills

Member of CPAmerica, Inc.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Potter & Company, P.A., in effect for the year ended December 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Potter & Company, P.A. has received a peer review rating of *pass*.

DMG & Co., PLLC

Certified Public Accountants
Greensboro, North Carolina

June 27, 2019



Use of American Rescue Plan Grant

Description

Please see the following Item Summary.

Board Action Requested

Adopt the Grant Project Ordinance.

Item Presenter

David Clawson, Finance Director

Item Summary: Use of American Rescue Plan Grant

Dare County was awarded \$7,188,564 of American Rescue Plan State and Local Fiscal Recovery Funds (SLFRF). The first half of that amount was received on 5/20/2021. Interest earned on funds held also must be spent per the grant requirements.

The SLFRF Final Rule was release last month. The Final Rule contained *a significant change* to allow an automatic revenue loss allowance of \$10 million. If that allowance is chosen, significantly more flexibility is allowed for uses of the SLFRF. That choice is irrevocable.

Staff Recommendation for use of SLFRF:

Follow the UNC School of Government (SOG) recommendation to local governments receiving \$10 million or less of SLFRF.

“A local government is fully allowed to supplant existing local government revenue sources for any eligible general government services. A unit should identify expenditure items for ARP/CSLFRF that will trigger fewer UG process requirements. This may free up General Fund revenues to be used for more complicated projects, that will not trigger UG compliance”.

“UG” above refers to federal Uniform Guidance regarding reporting, auditing, policies, procurement, and more. The County follows UG requirements for all federal grants, mostly for Social Services and FEMA.

Claim the \$10 million revenue loss allowance.

Per the UNC School of Government (SOG) making this selection allows a local government “to use the funds for the provision of services for any governmental services that are authorized by State Law”.

Use for expenditures clearly allowable under the Final Rule.

The Final Rule is very broad but specifically provides the following example as eligible: “Provision of police, fire, and other public safety services ...”.

Use for expenditures clearly incurred in compliance with federal Uniform Guidance.

The expenditure category triggering the fewest UG requirements is salaries and fringes. UG requirements are policies that the County already has in place in order to claim the expenditures for federal funding, mostly Social Services. Those policies apply to all employees.

Use all of the SLFRF in fiscal year 2022 so that the process is complete at June 30, 2022.

This will require using SLFRF for expenditures 7/1/2021 through 3/31/2022.

The County’s SLFRF reporting category requires annual reports, through each 3/31, and due by each 4/30. If the County does not use all SLFRF with the first report, closeout will not occur until 6/30/2023, delaying the availability of supplanted General Fund revenues by one year.

Staff recommendation is to use SLFRF for Public Safety salaries and fringes from 7/1/2021 through 3/31/2022, specifically for Sheriff, Detention Center, Communications, and Emergency Management.

Per the State Treasurer Fiscal Management Section, SLFRF should be accounted and budgeted in a Special Revenue Fund using a Grant Project Ordinance. SLFRF should be expended within that Special Revenue Fund and not be expended in the General Fund.

Since the eligible expenditures will not be recorded against the budget in the General Fund, those departments will be significantly under budget at fiscal year-end, thus “free[ing] up general fund revenues to be used for more complicated projects, that will not trigger UG compliance” (UNCSOG) after 6/30/2022.

This treatment will make the fiscal year 2022 General Fund results look abnormal but this staff recommendation will reduce that impact to one year, will minimize the affected departments, and will affect testing for the County audit for only one year.

A Grant Project Ordinance follows this Item Summary to establish the SLFRF budget. The interest income amount is not finalized, so staff will return with an amendment.

Requested Board Action: Adopt the Grant Project Ordinance.

County of Dare, North Carolina
Grant Project Ordinance
for
American Rescue Plan State and Local Fiscal Recovery Funds

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

Section 1 This ordinance is to establish a budget for the County grant award of American Rescue Plan State and Local Fiscal Recovery Funds (SLFRF). Eligible expenditures must be incurred during 3/11/2021 through 12/31/2026. The County is expending the grant on eligible salaries and fringes from 7/1/2021 through 2/28/2022.

Section 2 The following budget shall be conducted within the American Rescue Plan Fund (fund #27), a Special Revenue Fund. The level of budgetary control for expenditures for the SLFRF grant is the total of the grant plus interest income.

Section 3 The following amounts are hereby appropriated:

Public Safety Salaries & Fringes:

Sheriff		
Salaries	274510-500200	\$2,641,134
Salaries overtime	274510-500207	\$33,744
FICA	274510-500300	\$197,461
Retirement	274510-500400	\$318,075
Health	274510-500500	\$722,912
Detention Center		
Salaries	274520-500200	\$1,256,657
Salaries overtime	274520-500207	\$37,227
FICA	274520-500300	\$94,572
Retirement	274520-500400	\$147,837
Health	274520-500500	\$377,724
Communications		
Salaries	274526-500200	\$675,036
Salaries overtime	274526-500207	\$80,465
FICA	274526-500300	\$53,213
Retirement	274526-500400	\$86,270
Health	274526-500500	\$241,782
Emergency Management		
Salaries	274542-500200	\$168,841
FICA	274542-500300	\$12,139
Retirement	274542-500400	\$19,294
Health	274542-500500	\$40,181

Section 5 The following revenues are anticipated to be available:

State & federal aid – SLFRF	273025-422232	\$7,188,564
Restricted investment earnings	273025-450100	\$16,000

Section 6 The Finance Officer is directed to report the financial status of the project as a part of the normal monthly, quarterly, and annual reporting processes.

Section 7 The American Rescue Plan Fund is a multi-year Special Revenue Fund for non-recurring activities. All funds are appropriated pursuant to section 13.2 of Chapter 159 of the NCGS, therefore, appropriations do not lapse at the end of the fiscal year. The County's intent is to report all eligible expenditures as of March 31, 2022, and to close out the grant and the fund as of June 30, 2022.

Section 8 Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to the Board of Commissioners.

Adopted this 22nd day of February, 2022

Chairman, Board of Commissioners

[SEAL]

Cheryl Anby, Clerk to the Board of Commissioners



Discussion and Selection of Affordable Housing Private Partner

Description

County issued an RFQ on December 12, 2021 for a private partner to construct essential workforce housing in Dare County.

Board Action Requested

Discuss and approve the selection of the private partner for affordable housing projects.

Item Presenter

Robert Outten, County Manager



Consent Agenda

Description

1. Approval of Minutes (02/07/22)
2. Tax Collector's Report
3. Advertise 2021 Tax Year Liens
4. Transportation Program - Additional Grant Award/Change Order from NCDOT CARES Act Round 4

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

The Board of Commissioners will review and approve their previous Minutes, which follow this page. Special Housing Workshop 11/15/21, 12/6/21 and Special Meeting 12/20/21

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., February 7, 2022

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

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
Master Public Information Officer, Dorothy Hester
Clerk to the Board, Cheryl Anby

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

At 9:02 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Wayne Berry, of All Saints Episcopal, to share a prayer, and then Chairman led the Pledge of Allegiance to the flag.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

The following is a brief outline of items mentioned by Chairman Woodard:

- February was Black History Month. He encouraged everyone to research the many contributions made to this country.
- He thanked everyone for the cards and letters his family had received since the passing of his mother last week.
- Presented Stan White with the Order of the Long Leaf Pine award. Mr. White had served the community as a public school teacher and later with his own construction company in 1975. He had been a Dare County Commissioner for eight years and served as the chairman for three. As a native of Dare County, he had also shared his talents on the North Carolina Transportation Board, General Contractors Licensing Board and the Tourism Board. Chairman Woodard stated he was most deserving of this highest honor from the State of North Carolina.

MEETING RECESSED AT 9:11 a.m. AND RESUMED 9:13 A.M.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Robyn Dozier, Physician II for the schools, received her 10-year pin.
- 2) Thomas Francisco, EMS Deputy Director, received his 20-year pin.
- 3) Tammy Reber, Senior Administrative Officer at the Dare County Division of Social Services, received her 35-year pin from Chuck Lycett.

ITEM 3 – EMPLOYEE OF THE MONTH – February 2022

Katelin Kight received the Employee of the Month award from Master Public Information Officer, Dorothy Hester. Katelin, who began working in the Public Relations Department in 2020, had made a tremendous positive impact on the county’s communications efforts to include web development, photography and the county’s branding and outreach.

ITEM 4 – PUBLIC COMMENTS

At 9:32 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. No one responded to the invitation to address the Board and Mr. Outten closed Public Comments at 9:32 a.m.

ITEM 5 – PUBLIC HEARING – REQUEST TO CLOSE A PORTION OF BEACON ROAD IN RODANTHE (Att. #1)

Noah Gillam, Planning Director, explained he had received several emails from residents and had responded to each to explain the issues. David Dixon, counsel for the applicants, summarized the request was made to provide additional septic setbacks for the residents on Beacon Road. The request had been amended after the initial public hearing on January 3, 2022, in order to address concerns about access and provide a more defined legal description of the area to be closed.

At 9:35 a.m. the Board held a Public Hearing to receive input concerning this item. The Manager outlined the same procedure for making public comments. No one responded to the invitation to address the Board of Commissioners on this issue. Mr. Outten closed the Public Hearing at 9:36 a.m. and then read the Order for the Board’s consideration.

MOTION

Commissioner House motioned to adopt the Order declaring a forty foot portion of the unimproved eastern terminus and cul-de-sac of Beacon Road to be closed.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 6 – AMENDMENT TO CAPITAL PROJECT ORDINANCE FOR TOWNS’ BEACH NOURISHMENT PROJECT AND BUDGET AMENDMENTS FOR FINAL DEBT SERVICE AMOUNTS

Mr. Clawson provided a summary and explained the budget for the towns’ beach nourishment projects had to be adjusted for the construction and contingency appropriations for each town and to change each of the town contribution amounts. This was bid last fall and when the budget was addressed in September. The amendment would take care of adjusting the construction amounts for each town due to increased yardage for the projects.

MOTION

Commissioner Tobin motioned to adopt the amendment to the Capital Project Ordinance, adopt the budget amendment for the Capital Investment (General) Fund, and adopt the budget amendment for the Beach Nourishment Fund.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 7 – RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NC, APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS (Att. #2)

Mr. Clawson presented a resolution to the Board as the final step in the private placement of the 2022A and 2022B Limited Obligation Bonds (LOBs) which would finance the County's Buxton and Avon beach nourishment projects. He provided financing bid tabulations for both LOB's. The resolution affirms Truist Bank as the lender. He provided a handout to illustrate how the Financial Model for Shoreline Protection Fund was anticipated to perform for 2022, 2025 and 2027 projects. The bond issuance was approved by LGC on February 4, 2022. Series 2022A was \$22,138,293 as a five-year debt. Truist Bank had provided the lowest bid. Series 2022B was \$6,356,736 to be reimbursed by FEMA. Final reimbursement normally took several years to receive and the bonds would provide interim cash flow. Truist Bank was also the low bid. Commissioner Ross commented there was 5 million cubic yards in two projects at a cost of \$64 million which would calculate to just under \$13 a cubic yard. He asked how that compared to past projects. Mr. Clawson answered five years ago the cost had been \$17 a cubic yard. Mr. Outten stated the beach nourishment model was performing at or better than projections.

MOTION

Vice-Chairman Overman motioned to adopt the Approving Resolution for the 2022A and 2022B LOBs.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 8 – PROCLAMATION FOR MARCH 2022 AS THE 50TH ANNIVERSARY OF THE NATIONAL SENIOR NUTRITION PROGRAM

The Board was presented with a proclamation by the Albemarle Commission for the Area Agency on Aging & Senior Nutrition Program.

MOTION

Commissioner House motioned to adopt the Proclamation to recognize March 2022 as the 50th anniversary of the National Senior Nutrition Program.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous.

ITEM 9 – CONSENT AGENDA

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

MOTION

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (01.22.22) **(Att. #3)**
- 2) DHHS – Community Child Protection Team and Child Fatality Prevention Team (CCPT/CFPT) Annual Report
- 3) Sheriff's Office – Budget Amendment for Human Trafficking Grant Award
- 4) Government Education Access Channels Committee 2022-23 Proposed Budget
- 5) Resolution to Update the County's List of Official Depositories **(Att. #4)**

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 10 – BOARD APPOINTMENTS

The upcoming Board appointments for March, April and May, 2022 were announced.

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

Commissioners and the County Manager frequently make extensive remarks. Following is a brief summary outline of the items mentioned by Commissioners during this segment:

Commissioner Ross

- Congratulated the service pin recipients, Katelin Kight, employee of the month, and Noah Gillam, as the new planning director.
- He reminded everyone that during March 21-25, there would be an opportunity to volunteer and deliver senior meals, as part of the National Senior Nutrition Program.
- On February 22, he would be taking the polar plunge with Commissioner Bateman at Jennette's Pier to raise funds for Special Olympic athletes in Dare County.

Commissioner House

- On February 7, 1926, Carter G. Woodson initiated the first celebration of Negro History Week. He had been the son of former slaves and had earned a PhD. In 1976, the nation recognized February as National Black History Month.

Vice-Chairman Overman

- Thanked the service pin recipients for their dedicated service and congratulated Katelin Kight, as the February Employee of the Month.
- Expressed his appreciation for the extensive work done by Mr. Clawson and Mr. Outten on the beach nourishment projects.

Commissioner Bateman

- Offered congratulations to Stan White for his many contributions to the community.
- Invited others to join or watch him and Commissioner Ross take the polar plunge on February 22, 2022 at Jennette's Pier to benefit Special Olympics athletes.
- He congratulated today's service pin recipients.

Commissioner Couch

- Noted the service pin recipients were quite a testament to all Dare employees.
- Stated beach nourishment projects were important for the preservation of our economy.
- Thanked everyone for their participation in the Corps presentation on February 1. There had been a great cross section of community attendance.
- The Rodanthe Bridge was anticipated to open March 5. There were 500 respondents for the 5k run across the bridge.

Commissioner Tobin

- Presented new photographs showing the progress of the construction of Miss Katie. He added there was much work being done on the inside such as electrical and painting.
- Two vessels had recently run aground at Oregon Inlet due to the increased fog. He noted Congressman Murphy had recently contacted him to discuss strategizing on how to get more involvement from the Corps and Coast Guard.

MANAGER’S/ATTORNEY’S BUSINESS

Mr. Outten said he had recently moved some funds from one department to another. He had moved \$5,700 from Rubble Transfer Capital Outlay to Grounds Capital Outlay for the purpose of buying a backhoe attachment for a tractor.

Mr. Outten advised McGuireWoods had presented their 2022 agreement to lobby in the coming session. The contract costs were the same and would begin when the new session began until they adjourn.

MOTION

Vice Chairman Overman motioned to reengage in the lobby agreement with McGuireWoods and authorize the County Manager to execute the agreement.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

Dave Clawson commented he would have additional items for the town’s beach nourishment project at the next meeting.

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

MOTION

Commissioner Tobin motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 10:16 a.m., the Board of Commissioners adjourned until 5:00 p.m., February 22, 2022.

Respectfully submitted,

[SEAL]

By: _____
Cheryl C. Anby, Clerk to the Board

APPROVED: By: _____
Robert Woodard, Sr., Chairman
Dare County Board of Commissioners

Note: Copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to the Board.



Tax Collector's Report

Description

January 2022 Releases over \$100
January 2022 Refunds over \$100
January 2022 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: January

DATE RANGE: 1/1/2022 - 1/31/2022

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel#	Year	Reason	Released Value	Tax Released
HICKS MARINE AND FISHERIES LLC	937511000	2021	Boat sold	-36,195.00	<u>-225.68</u>
				Total Tax Released:	-225.68

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: January

Date Range:

1/1/2022

-

1/31/2022

SUBMITTED BY:

Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
GUNN, ROBERT W TTEE	000380125	2021	Overpayment	-1,585.85
ZAEPFEL, ROBERT A	000411000	2021	Overpayment	-2,492.19
HENLEY, DONALD LEE	000648001	2021	Overpayment	-2,003.72
ELMENDORF, MATTHEW J	000724019	2021	Overpayment	-2,059.91
ABENANTE, MICHAEL T TEE OR SUCCE	000780000	2021	Overpayment	-3,441.40
MONTAGUE, MARK A	000875000	2021	Overpayment	-339.16
DECASTRO, KEITH	001095000	2021	Overpayment	-1,710.47
OLD, DALE N	001170000	2021	Overpayment	-416.27
CAFFEE, F. WAYNE TTEE	001226000	2021	Overpayment	-440.23
FRIED, HARRY C	001389000	2021	Overpayment	-525.97
LIVESAY, MICHAEL T	002045000	2021	Overpayment	-675.08
MOORE, RONALD S	002089000	2021	Overpayment	-393.76
BAGLEY, JAMES LYLE JR	002270000	2021	Overpayment	-2,627.73
AHLSTED, ARTHUR R	002295000	2021	Overpayment	-2,247.24
MASON, CONNIE SUE	002685000	2021	Overpayment	-424.90
SMITH, CHARLOTTE L	003064008	2021	Overpayment	-180.13
CHILDRESS, LISA L	003317000	2021	Overpayment	-2,017.40
LAMBODERA HOLDINGS LLC	003711000	2021	Overpayment	-25,380.27
10 ABOVE LLC	003739000	2021	Overpayment	-2,546.25
BAXTER, RICKIE THOMAS TTEE	004272001	2021	Overpayment	-2,902.21
SANDERS, JOHN B	004700001	2021	Overpayment	-686.04
CONCH, LLC	004766003	2021	Overpayment	-1,789.06
BROWDER, KAROL ANN	005006000	2021	Overpayment	-250.00
TILLET, ARTHUR C	005799000	2021	Overpayment	-1,186.26
MCCALL, OTTIS TERRY SR	006193066	2021	Overpayment	-741.12
AKERS, CATHERINE B	008075095	2021	Overpayment	-354.49
BRALEY, PETER A	008075618	2021	Overpayment	-360.97
FRAZIER, GARY M	008097000	2021	Overpayment	-1,278.91
TUCKER, ANYA	008143003	2021	Overpayment	-2,873.06
HOLMES, GEORGE E JR	008147101	2021	Overpayment	-1,223.41
GOULDER, ROBERT A	008161000	2021	Overpayment	-1,698.94
SMITH, DONNA L	008164197	2021	Overpayment	-1,656.49
SOUTHSIDE FOOD INC	008282000	2021	Overpayment	-2,170.15
LANDES, WILLIAM G JR	008286026	2021	Overpayment	-2,188.88
SCHAAN, FRED W	009005000	2021	Overpayment	-1,747.81

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: January

Date Range:

1/1/2022

-

1/31/2022

SUBMITTED BY:

Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
MEMORABLE GETAWAYS, LLC	009461000	2021	Overpayment	-1,231.28
WAGNER, GERALDINE N TRUSTEE	009707000	2021	Overpayment	-1,753.73
113 BAYBERRY DRIVE LLC	009850000	2021	Overpayment	-263.10
RIGGINS, DELIA C	010067122	2021	Overpayment	-5,013.39
IANNUZZELLI, VINCENT F TTEE	010244903	2021	Overpayment	-2,159.34
BRADSHAW, CARL LESTER JR	010332000	2021	Overpayment	-168.47
SAVIN, JAMES ELLIOTT III	011133000	2021	Overpayment	-3,771.17
WATKINS, DAVID ARTHUR	011838000	2021	Overpayment	-1,232.40
WALTERS, DONALD K	012055000	2021	Overpayment	-180.92
FORMICA, MARK ANTHONY	013571000	2021	Overpayment	-619.92
LAWRENCE, STANLEY JR	014189000	2021	Overpayment	-378.49
HAFIELD, SABRINA L	014356000	2021	Overpayment	-504.98
ENGELHART, ROBIN R TTEE	014385000	2021	Overpayment	-197.95
BEALE, J BURKHARDT	014564007	2021	Overpayment	-3,107.97
HAWTHORNE, JOHN B II	014693011	2021	Partial Exemption	-274.10
MATTOX, KAREN ANN	014818012	2021	Overpayment	-219.80
FLETCHER, ANNA KATHRYN	014883001	2021	Overpayment	-515.27
GRAY, TAMI WRIGHT	015063000	2021	Overpayment	-586.89
GALLO, JOHN J JR	015364001	2021	Overpayment	-230.70
STOWE, JODY COWAN	015446000	2021	Overpayment	-1,247.00
LAWS, JOSEPH A JR TTEE	015832000	2021	Overpayment	-848.56
RUCKLE, SUSAN MARIE	015834000	2021	Overpayment	-1,001.04
MIDGETTE, GARLAND T	016873000	2021	Overpayment	-1,695.35
WILLIAMS, JARVIS L	017274000	2021	Overpayment	-1,956.48
MANN, HARRY C	017610000	2021	Overpayment	-2,347.27
LESAN, JON DOUGLAS	017853000	2021	Overpayment	-1,204.69
NEAL, MARGARET M	017959001	2021	Overpayment	-3,194.28
LLOYD, JAMES D	018334010	2021	Overpayment	-598.78
PIERCE, ROBERT R JR	018887000	2021	Overpayment	-1,641.17
MORSE, MICHAEL L	019871001	2021	Overpayment	-673.65
FITZGERALD, MICHAEL J	020119000	2021	Overpayment	-446.14
SAMSON, KATHRYN M TTEE	020496000	2021	Overpayment	-99.63
FINCH, OLIN E	020724000	2021	Overpayment	-1,114.41
BATSA, DANA MARINO	020861000	2021	Overpayment	-2,942.06
BARRECA, JOSEPH P TTEE	021206000	2021	Overpayment	-947.98
SWAN, SYLVIA CARROL TTEE	021603000	2021	Overpayment	-200.00

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: January

Date Range:

1/1/2022

-

1/31/2022

SUBMITTED BY:

Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
BILLINGSLEY, JOEL T	021726000	2021	Overpayment	-224.48
GORMAN, TIMOTHY J	022365000	2021	Overpayment	-2,277.27
HORAK, ADAM J	022379000	2021	Overpayment	-2,013.25
SHIELDS, CAROLYN M	022470372	2021	Overpayment	-848.02
HENDERSON, SUSAN TRUITT	022608000	2021	Overpayment	-386.40
ALLEN, BRYAN CHRISTOPHER	022684000	2021	Overpayment	-4,273.39
DULL, CHARLES W TTEE	022802008	2021	Overpayment	-5,436.67
PHILLIPS, JEFFREY D	023009000	2021	Overpayment	-1,270.84
SNYDER, WILLIAM THOMAS	023181000	2021	Overpayment	-288.67
HOPKINS, MACKENZIE G	023468000	2021	Overpayment	-1,418.58
MIDGETT, PALMER S JR	024310000	2021	Overpayment	-510.22
JOHNSON, JOANNE N	024423032	2021	Overpayment	-429.06
GIBBS, DUWAYNE	024526012	2021	Overpayment	-1,217.61
BUDINAK-REED, SHARON L	025694333	2021	Overpayment	-3,857.57
CONNOR, THOMAS E	025694405	2021	Overpayment	-1,408.83
PEELE, CATLIN T	025870002	2021	Overpayment	-1,636.12
THE NUTMEG GROUP LLC	026379603	2021	Overpayment	-433.62
SLYE, JULIANA MARIE	026874000	2021	Overpayment	-3,147.73
COLLINSKE, GREGORY SCOTT	027039000	2021	Overpayment	-167.05
DEZERN, PRESTON IV	027080000	2021	Overpayment	-2,539.04
LYONS, GEOFFREY W	027174000	2021	Overpayment	-923.34
FIRMAN, SUSAN T	027505610	2021	Overpayment	-2,894.47
DUCK, THOMAS ANDERSON	027505728	2021	Overpayment	-2,435.65
STRACK, WILLIAM B	027518043	2021	Overpayment	-3,373.61
CYPHERS, ROBERT THOMAS	028039000	2021	Overpayment	-3,218.67
SCHULTZ, CRESENCE	028320000	2021	Overpayment	-233.00
MONAS, WILLIAM STEVEN	028668000	2021	Overpayment	-1,707.38
SCOTT, TIMOTHY C	029672004	2021	Overpayment	-208.29
STEPHENS, RICHARD DAVID	030534000	2021	Overpayment	-451.84
BANKS, GEORGE A	030835024	2021	Overpayment	-2,381.98
VARNEY, ROBERT	030999000	2021	Overpayment	-4,793.41

-175,590.15



North Carolina Vehicle Tax System

NCVTS Pending Refund report

January 2022

Payee Name	Address 1	Address 3	Tax Jurisdiction	Change	Interest Change	Total Change
BENDAYAN, NEIL NISSIM	PO BOX 7333	KILL DEVIL HILLS, NC 27948	C99	(\$118.03)	\$0.00	(\$118.03)
			T07	(\$94.31)	\$0.00	(\$94.31)
						Refund
DECKERT, ALEXANDRA MARGERY	307 W AYCOCK ST	KILL DEVIL HILLS, NC 27948	C99	(\$85.57)	\$0.00	(\$85.57)
			T07	(\$68.37)	\$0.00	(\$68.37)
						Refund
ELICKER, AMBER LOUISE	4721 W ECKNER ST	KITTY HAWK, NC 27949	C99	(\$75.75)	\$0.00	(\$75.75)
			T08	(\$50.12)	\$0.00	(\$50.12)
			T08BN	(\$6.62)	\$0.00	(\$6.62)
						Refund
JARVIS, CAROLINE ELIZABETH	PO BOX 1017	BUXTON, NC 27920	C99	(\$82.20)	\$0.00	(\$82.20)
			F02	(\$17.51)	\$0.00	(\$17.51)
			R01	(\$1.72)	\$0.00	(\$1.72)
			S99	(\$18.47)	\$0.00	(\$18.47)
						Refund
KENNEY, RYAN DAVID	110 RIMPAUL RD	MANTEO, NC 27954	C99	(\$162.99)	\$0.00	(\$162.99)
			F51	(\$14.90)	\$0.00	(\$14.90)
			S99	(\$36.63)	\$0.00	(\$36.63)
						Refund
MCCULLEN, KAREN GAIL	4128 W DRIFTING SANDS CT	NAGS HEAD, NC 27959	C99	(\$162.23)	\$0.00	(\$162.23)
			T14	(\$116.46)	\$0.00	(\$116.46)
						Refund
TAVES, ZACHARY HARRIS	60 OCEAN BLVD	SOUTHERN SHORES, NC 27949	C99	(\$193.11)	\$0.00	(\$193.11)
			T07	(\$154.30)	\$0.00	(\$154.30)
						Refund
THOMAS, LARRY POWELL	3225 MEADOWBROOK LANE	CHESAPEAKE, VA 23321	C99	(\$74.46)	\$0.00	(\$74.46)
			T20	(\$36.40)	\$0.00	(\$36.40)
						Refund
FRANCHANT, RAYMOND J	121 SHEDDERS WALK	KILL DEVIL HILLS, NC 27948	C99	(\$85.96)	\$0.00	(\$85.96)
			F50	(\$24.58)	\$0.00	(\$24.58)
			S99	(\$19.02)	\$0.00	(\$19.02)
						Refund
					Total Refund	\$1699.71



Advertise 2021 Tax Year Liens

Description

The total unpaid taxes as of February 8, 2022 on Real Estate are \$1,956,440.38. The Tax Collector will advertise unpaid taxes on Real Estate in the April 10, 2022 edition of the Coastland Times.

Board Action Requested

Order the Tax Collector to advertise the 2021 Real Estate tax liens.

Item Presenter

Becky Huff, Tax Collector



*Transportation Program - Additional Grant Award/Change Order from NCDOT
CARES Act Round 4*

Description

The North Carolina Department of Transportation (NCDOT) has notified Dare County it has awarded the County additional funds through Round 4 of the CARES Act grant program. These additional funds total \$131,554, bringing the total CARES grant funds awarded to the County's Transportation system to \$567,732. These funds can be used to offset operating expenses in the system, such as driver salaries & benefits, fuel, cleaning supplies, personal protective equipment, first aid supplies, oil, tires, and vehicle repairs and maintenance. This grant is 100% federally funded and does not require local match funds.

Transportation staff submitted a Change Order to the NCDOT Transportation CARES Act Grant to reflect this Round 4 increase. The period of performance for the grand funds is through June 30, 2023.

Board Action Requested

Approve the Budget Amendment and Change Order

Item Presenter

Robert Outten, County Manager

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
NCDOT CARES - Transportation	143025	422216		131,554	
<u>Expenditures:</u>					
Transportation Operating Costs	144661	513400		131,554	

Explanation:

The North Carolina Department of Transportation (NCDOT) has notified Dare County that it has awarded the County additional funds through Round 4 of the CARES Act grant program. These additional funds total \$131,554, bringing the total CARES grant funds awarded to the County's Transportation system to \$567,732. These funds can be used to offset operating expenses in the system, such as driver salaries and benefits, fuel, cleaning supplies, personal protective equipment, first aid supplies, oil, tires, and vehicle repairs and maintenance. This grant is 100% Federally funded and does not require local match funds.

Transportation staff submitted a Change Order to the NCDOT Transportation CARES Act Grant to reflect this Round 4 increase. The period of performance for the grant funds is through June 30, 2023.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
Public Transportation Division
AGREEMENT CHANGE REQUEST

PROGRAM	FY20 CARES_Operating	
AGREEMENT	2000040863	COUNTY OF DARE
SUB-RECIPIENT	COUNTY OF DARE	
WBS	49233.21.1.2	
SUBMITTED BY	Radcliff Hester	
	CARES Amendment #4	
REASON FOR CHANGE: *		

CODE	EXPENSE DESCRIPTION	APPROVED BUDGET	CLAIMED AMOUNT	CHANGE AMOUNT (+/-)	PROPOSED AMOUNT
G315	G315 - Operations (ALI 30.09.08 EMER RE	\$448,828	\$304,482	\$131,554	\$580,382
TOTAL EXPENSES		\$448,828	\$304,482	\$131,554	\$580,382

FARE REVENUE AND CONTRA ACCOUNTS		APPROVED BUDGET	CLAIMED AMOUNT	CHANGE AMOUNT (+/-)	PROPOSED AMOUNT
F511	F511 - General Public Fares	\$12,650	\$0	\$0	\$12,650
TOTAL FARE REVENUES AND CONTRA ACCOUNTS		\$12,650	\$0	\$0	\$12,650

TOTAL NET EXPENSES	\$436,178	\$304,482	\$131,554	\$567,732
--------------------	-----------	-----------	-----------	-----------

FUNDING SOURCES		APPROVED BUDGET	CHANGE AMOUNT (+/-)	PROPOSED AMOUNT
LOCAL SHARE:	0%	\$0	\$0	\$0
FEDERAL NON-BILLABLE SHARE:	0%	\$0	\$0	\$0
STATE SHARE:	0%	\$0	\$0	\$0
FEDERAL SHARE:	100%	\$436,178	\$131,554	\$567,732

REVENUE AND OTHER SOURCES FOR LOCAL SHARE AMOUNT			
REVENUE	DESCRIPTION	ADDITIONAL DETAIL	CHANGE AMOUNT (+/-)
R264	Federal Vocational Rehabilitation		\$0
R265	Federal Older Americans Act - Title III		\$0
R269	Other non-DOT grant (Specify):		\$0
R362	State Operating - SMAP		\$0
R364	State Operating - RGP		\$0
R369	Non-federal grant (Specify):		\$0

REVENUE	DESCRIPTION	ADDITIONAL DETAIL	CHANGE AMOUNT (+/-)
R372	Local Cash (list each source):		\$0
R385	Advertising Profits		\$0
R411	Aging Program		\$0
R412	Department of Social Services		\$0
R413	Sheltered Workshop		\$0
R414	Mental Health Program(s)		\$0
R415	Health Department		\$0
R416	Community Action Program		\$0
R417	Head Start Program		\$0
R418	Daycare		\$0
R419	Medical		\$0
R420	Parks and Recreation		\$0
R421	Public/Private School		\$0
R423	Community Living Skills		\$0
R424	Hospital		\$0
R425	Community College		\$0
R426	College/University		\$0
R427	Aging Program Supplement		\$0
R428	Child Development		\$0
R429	Work First		\$0
R430	Other Service Charges:		\$0
R431	Blind Services		\$0
R432	Vocational Rehabilitation		\$0
R433	Community Services Block Grant		\$0
R434	Smart Start		\$0
R435	Agricultural Extension		\$0
R436	JTPA		\$0
R437	Nursing Home		\$0
R438	Rest Home		\$0
R439	Private Individual		\$0
R440	Elderly and Disabled Transportation Assi		\$0
R497	Investment Income		\$0
R811	Sale of materials and scrap		\$0
R821	Sale proceeds from fixed assets		\$0
R844	Cash Donations		\$0
R861	Rental Income		\$0
R891	Other revenue not elsewhere classified:		\$0
TOTAL REVENUE AND OTHER SOURCES FOR LOCAL SHARE			\$0



Board Appointments

Description

The following Board has an appointment this month:

1. Commission for Working Watermen

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Commission for Working Watermen

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

February, 2022

BOARD APPOINTMENTS

DARE COUNTY COMMISSION FOR WORKING WATERMEN

The following term expires in March:

Alana Harrison

(Fish House Dealer)

(Current Term 3/19 – 3/22)

(Originally Apptd. 3/19)

Ms. Harrison would like to be reappointed.

Her term will be for three years.

There are no applications on file.

Other Members:

See attached list

COMMISSION FOR WORKING WATERMEN

(Staggered Terms)

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

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

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

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

5/22

Appt. 5/19

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

5/22

Appt. 5/19

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

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

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

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

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

Updated 01/21



Commissioners' Business & Manager's/Attorney's Business

Description

Remarks and items to be presented by Commissioners and the County Manager.

Board Action Requested

Consider items presented

Item Presenter

Robert Outten, County Manager