



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, September 06, 2022

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

AGENDA

- 9:00 AM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Service Pins - September, 2022
- ITEM 3** Employee of the Month
- ITEM 4** Public Comments
- ITEM 5** Public Hearing on a Request to close the paved portion of Seagull St in Rodanthe
- ITEM 6** Appointment of Deputy Tax Collector
- ITEM 7** Annual Settlement
- ITEM 8** Rogallo Museum Presentation
- ITEM 9** Dare Soil & Water Conservation District: Fiscal Year 2022 Update
- ITEM 10** Proclamation - World Alzheimer's Month
- ITEM 11** Update on Caregiver's Day Out Program
- ITEM 12** Proclamation - Constitution Week
- ITEM 13** Proclamation - Diaper Need Awareness Week
- ITEM 14** Dare County Department of Health and Human Services - Public Health Division
Proclamation Suicide Prevention Awareness Month
- ITEM 15** Capital Improvements Planning Committee Recommendation EMS Stations, P
Public Works, Parks and Recreation, and Youth Center
- ITEM 16** Affordable Housing
- ITEM 17** Road Request - Concord Court, Arbor Way (Phase 1) Manteo
- ITEM 18** Outer Banks National Scenic Byway Frisco-Buxton Pathway Committee Board of
Commissioners Request for Matching Funds
- ITEM 19** October, 2022 Board Meeting

ITEM 20 Consent Agenda

1. Approval of Minutes
2. Southern Albemarle Association, Annual Meeting Invitation List
3. Update to County Financial Policies
4. North Carolina Governor's Highway Safety Program (GHSP)
Local Governmental Resolution - Liaison
5. North Carolina Governor's Highway Safety Program (GHSP)
Local Governmental Resolution - Equipment
6. Community Development Housing Fund Budget Amendment
7. Housing Fund Budget Amendment for State Appropriation
8. Sheriff's Dept. Budget Amendment
9. Resolution - Occupancy Tax Overpayments
10. Government Education Access Channels Operating Committee
Attendance Policy
11. Tax Collector's Report
12. Dare County Tourism Board - Memorandum of Understanding and Easement
with Dare County for Soundside Boardwalk Improvements Project
13. Island H Modification Project
14. Health & Human Services-Public Health Div. Breaking Through Task Force -
Public Awareness Campaign to Address Community Mental Health Grant
15. DHHS Public Health Division - School Health Team Workforce Funding
16. DHHS Public Health Division - NENCPPH Public Health Workforce Grant
17. DHHS Public Health Division - Communicable Disease Pandemic Recovery
Funding
18. Hatteras Island Watermain Replacement Change Order #1

ITEM 21 Board Appointments

1. Children & Youth Partnership for Dare County
2. East Lake Community Center Board
3. Dare County Transportation Advisory Board
4. Health and Human Services Board
5. Upcoming Board Appointments

ITEM 22 Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 5:00 P.M. ON OCTOBER 5, 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.



Service Pins - September, 2022

Description

Service pins for the month of September will be presented

Board Action Requested

None

Item Presenter

Robert Outten, County Manager



Employee of the Month

Description

The Employee of the Month Certification will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



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.

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



Public Hearing on a Request to close the paved portion of Seagull St in Rodanthe

Description

Property owners of Mirlo Beach Subdivision phase two are requesting that the paved portion of Seagull St in Rodanthe be permanently closed pursuant to the requirements of North Carolina General Statute 153A-241. If the request is approved this will allow the property owners the ability to move their houses westward on the their lots to mitigate damages from erosion and storm events.

At close of the public hearing the board will be in a position to act on the request. (motion to adopt--"I move to adopt the order permanently closing the twenty foot paved portion of Seagull Street in Rodanthe, as requested by the applicants)

Should it be the consensus of the board to not close the portion of Seagull Street no action is necessary.

Board Action Requested

Conduct Public Hearing

Item Presenter

Noah H Gillam, Planning Director

§ 153A-241. Closing public roads or easements.

A county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation. The board of commissioners shall first adopt a resolution declaring its intent to close the public road or easement and calling a public hearing on the question. The board shall cause a notice of the public hearing reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement. At the hearing the board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county.

Any person aggrieved by the closing of a public road or an easement may appeal the board of commissioners' order to the appropriate division of the General Court of Justice within 30 days after the day the order is adopted. The court shall hear the matter de novo and has jurisdiction to try the issues arising and to order the road or easement closed upon proper findings of fact by the trier of fact.

No cause of action founded upon the invalidity of a proceeding taken in closing a public road or an easement may be asserted except in an action or proceeding begun within 30 days after the day the order is adopted.

Upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement. However, the right, title or interest vested in an adjoining landowner by this paragraph remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility. (1949, c. 1208, ss. 1-3; 1957, c. 65, s. 11; 1965, cc. 665, 801; 1971, c. 595; 1973, c. 507, s. 5; c. 822, s. 1; 1977, c. 464, s. 34; 1995, c. 374, s. 1.)

Proposal To Close Seagull Street In Rodanthe

Seagull Street is a private road owned by the Mirlo Beach Home Owners Association. It fronts a total of 13 oceanfront building lots of which 12 have homes built on the lots. It runs parallel with the section of NC Highway 12 which will become a dead end street upon the opening of the Jug Handle Bridge. The NCDOT has granted Seagull home owners the right to establish driveways from their lots to NC 12 upon the opening of the bridge.

The Mirlo Beach HOA is responsible for keeping Seagull clear of all sand and debris to allow the Seagull owners to gain access to their homes. This has become a great burden for the HOA. Some years over half of the HOA fees are used just to keep Seagull clear. Because of this the HOA has offered to deed the property occupied by Seagull to the Seagull home owners. This property is approximately 45 feet wide and runs between the home owners lots and the NC 12 right of way. This generous offer will allow all of the Seagull St homes to be moved forward towards NC 12 and a significant distance away from the Atlantic Ocean. Needless to say the Seagull home owners have accepted the offer from the HOA.

Attached you will find Affidavits from all 12 of the Seagull Street home owners asking the Commission to support the closing of Seagull Street.

From: rmidgett@ncdot.gov
To: rgusler@gusler.com
Cc: jjennings@ncdot.gov, allenmoran@ncdot.gov, caspear@ncdot.gov, jdryder@ncdot.gov, dbotts@ncdot.gov, phernandez@ncdot.gov
Sent: 4/30/2019 2:41:39 PM Eastern Standard Time
Subject: Mirlo Beach Access to NC 12 - Sea Gull Street - Dare County

Mr. Gusler,

Our Division Engineer, Jerry Jennings, relayed your recent conversation with Allen Moran, Board of Transportation Member. They requested our office respond to the feasibility of the properties of Mirlo Beach, Section 2, abandoning the use of Sea Gull Street as access to NC 12 in Rodanthe. The proposal that was relayed to me was to remove Sea Gull Street and provide individual driveways for Lots 1 through 13 to connect directly to NC 12. (See Attached Plat) The reason for this request was the considerable maintenance effort required to keep Sea Gull Street clear of migrating sand. Sea Gull Street is not currently maintained by NCDOT.

Ordinarily due to the volume of traffic on NC 12, the Department would not be supportive of such a proposal. The single point connection to NC 12 is considerably safer for lot owners, as well as the travelling public.

However this portion of NC 12 will be bypassed by the new bridge currently under construction. This project is scheduled to be completed in May of 2020. Once the project is completed and NC 12 diverted, the section in front of Mirlo Beach will become a local road with significantly less traffic.

The Department is agreeable in concept to the abandonment of Sea Gull Street, and the installation of individual driveways to serve these lots only after the completion of the Rodanthe Bridge. We would not be agreeable before that time.

After the bridge is completed, Driveway Permits would be required to construct the Driveway connections. The District Engineer's Office in Elizabeth City handles permitting for Dare County. As these permits expire after 12 months if the driveway is not constructed, I would recommend the property owners contact the District Engineer shortly after the opening of the new bridge in order to begin this process.

Please note that the Sea Gull Street is not part of the System of State Maintained Roads. As such the Department does not have the jurisdiction to approve its closing. Since there was a Public Right of Way dedication contained on the attached plat, the County would need to approve of the closing and follow the guidance of NC General Statute 153A-241. I have attached a copy of an older email discussion which outlines this process. It also contains an excerpt of the Statute that was current as if its writing.

I hope I have adequately answered your question. If I can provide further information or clarification, please do not hesitate to contact me.

Randy W. Midgett, PE

Acting Division Construction Engineer

/ District One Field Engineer

Division One

NC Department of Transportation

252 331-4737 Elizabeth City

252-482-1850 Edenton

rmidgett@ncdot.gov

7/20/22, 2:43 PM

Fwd: Mirlo Beach Access to NC 12 - Sea Gull Street - Dare County - noah.gillam@darenc.com - Dare County Mail

1929 North Road Street
Elizabeth City, NC 27909

AFFIDAVIT OF JULIE CLARK


JULIE CLARK, resident of Spokane WA, the undersigned, first being duly sworn, does hereby depose and say:

1. I am the exclusive owner of real property located at 22025 Seagull St, Rodanthe, Dare County NC (hereinafter "my property").
2. My property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit my egress to my property.
4. I would still have access to my property by extending my driveway to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

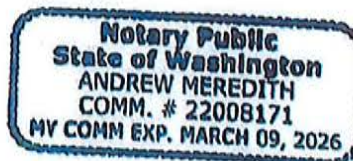
This the 6th day of July 2022.


JULIE CLARK

Sworn and Subscribed to this the 6th day of July 2022.


Notary Public

My Commission Expires: 3/9/26




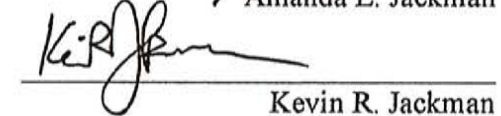
AFFIDAVIT OF AMANDA L. JACKMAN AND KEVIN R. JACKMAN

Amanda L. Jackman and Kevin R. Jackman, residents of Fairfax Station, VA, the undersigned, first being duly sworn, do hereby depose and say:

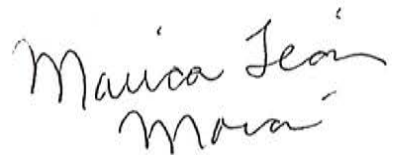
1. We are the exclusive owners of real property located at 22035 Seagull St, Rodanthe, Dare County NC (hereinafter "our property")
2. Our property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit our egress to our property.
4. We would still have access to our property by extending our driveways to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 15 day of July 2022.


Amanda L. Jackman


Kevin R. Jackman




Monica Leon Moran

Subject: Affidavits for 22049 & 22083 Sea Gull st
Date: 7/13/2022 4:56:41 PM Eastern Standard Time
From: meredithhawkins2@gmail.com
To: goosemon@aol.com


AFFIDAVIT OF SEA GULL, LLC BY MEREDITH HAWKINS

Meredith Hawkins, resident of the state of Arizona, the undersigned, first being duly sworn, does hereby depose and say:

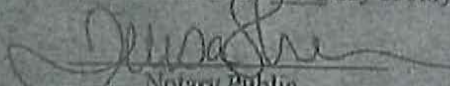
1. Sea Gull, LLC is the exclusive owner of real property located at 22049 Seagull St, Rodanthe, Dare County NC (hereinafter "our property") and I am a Member/Manager of Sea Gull, LLC.
2. Our property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit our egress to our property.
4. We would still have access to our property by extending our driveway to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 13 day of July 2022.

Sea Gull, LLC


Meredith Hawkins, Member/Manager

Sworn and Subscribed to this the 13 day of July 2022.


Notary Public

My Commission Expires: Oct 08, 2023

STATE OF ARIZONA
COUNTY OF WAVERNE
NOTARY PUBLIC
BY [Signature]
DATE 7/13/2022

AFFIDAVIT OF BRIAN MCARTHUR

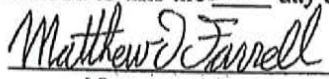
Brian McArthur, resident of Gilbert, AZ the undersigned, first being duly sworn, does hereby depose and say:

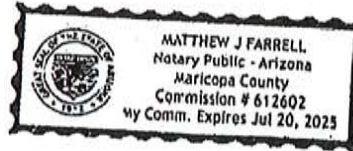
- 1, I am the exclusive owner of real property located at 22063 Seagull St, Rodanthe, Dare County NC (hereinafter "my property")
- 2, My property adjoins the private road known as Seagull Street.
- 3, The permanent closing of Seagull Street would not inhibit my egress to my property.
- 4, I would still have access to my property by extending my driveway to NC Highway 12.
- 5, I support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 5th day of July 2022.

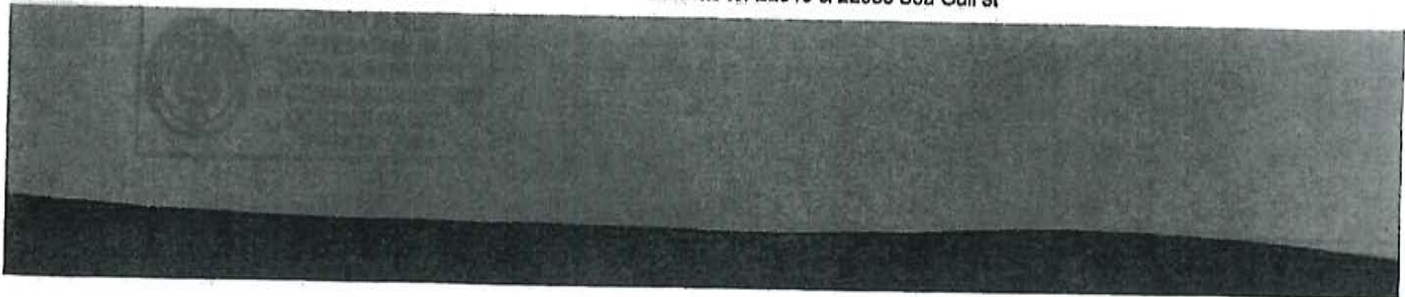

Brian McArthur

Sworn and Subscribed to this the 5th day of July 2022.


Notary Public



My Commission Expires: 07/20/2025




AFFIDAVIT OF MEREDITH HAWKINS

Meredith Hawkins, resident of the state of Arizona, the undersigned, first being duly sworn, does hereby depose and say:

1. I am the exclusive owner of real property located at 22083 Seagull St, Rodanthe, Dare County NC (hereinafter "my property").
2. My property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit my egress to my property.
4. I would still have access to my property by extending my driveway to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 13 day of July 2022.


Meredith Hawkins

Sworn and Subscribed to this the 13 day of July 2022.


Notary Public

My Commission Expires: Oct 08, 2023

STATE OF ARIZONA
COUNTY OF Yuma
IN THE 13 DAY OF JULY 2022
I, Notary Public
DO HEREBY CERTIFY THAT
MEREDITH HAWKINS IS
THE SIGNER OF THE ABOVE
AFFIDAVIT.

AFFIDAVIT OF JENNIFER LYNN HOLMES

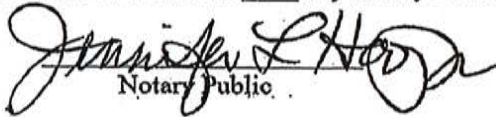
JENNIFER LYNN HOLMES, resident of the state of Manassas, Virginia, the undersigned, first being duly sworn, does hereby depose and say:

1. I am the exclusive owner of real property located at 22097 Seagull St, Rodanthe, Dare County NC (hereinafter "my property").
2. My property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit my egress to my property.
4. I would still have access to my property by extending my driveway to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

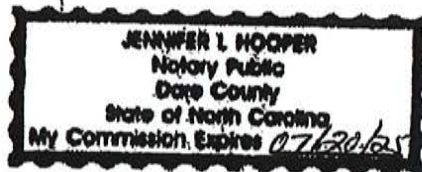
This the 8th day of July 2022.


JENNIFER LYNN HOLMES

Sworn and Subscribed to this the 8th day of July 2022.


Notary Public

My Commission Expires: 07/20/25

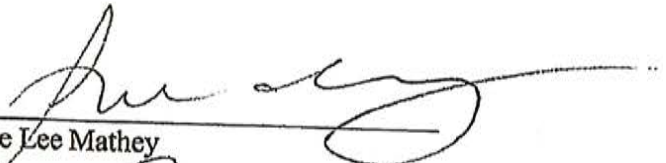


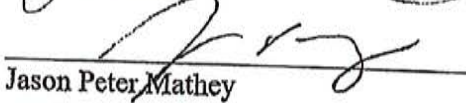
AFFIDAVIT OF SUE LEE AND JASON PETER MATHEY

SUE LEE AND JASON PETER MATHEY, residents of Round Hill, VA, the undersigned, first being duly sworn, do hereby depose and say:

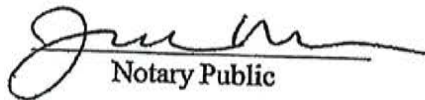
- 1, We are the exclusive owners of real property located at 22111 Seagull St, Rodanthe, Dare County NC (hereinafter "our property")
- 2, Our property adjoins the private road known as Seagull Street.
- 3, The permanent closing of Seagull Street would not inhibit our egress to our property.
- 4, We would still have access to our property by extending our driveways to NC Highway 12.
- 5, We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 5 day of June 2022.


Sue Lee Mathey


Jason Peter Mathey

Sworn and Subscribed to this the 6th day of July 2022.


Notary Public

My Commission Expires: 11/30/2024



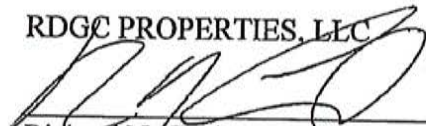
AFFIDAVIT OF RDGC PROPERTIES, LLC BY RICHARD N GUSLER

Richard N Gusler, resident of Raleigh NC, the undersigned, first being duly sworn, does hereby depose and say:

1. RDGC PROPERTIES, LLC is the exclusive owner of real property located at 22125 Seagull St, Rodanthe, Dare County NC (hereinafter "our property") and I am the Member/Manger of RDGC PROPERTIES, LLC.
2. Our property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit our egress to our property.
4. We would still have access to our property by extending our driveway to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

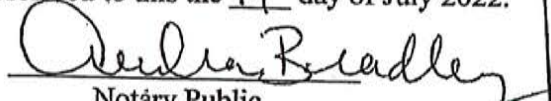
This the 14th day of July 2022.

RDGC PROPERTIES, LLC



Richard N. Gusler, Member/Manager

Sworn and Subscribed to this the 14 day of July 2022.



Audra Bradley
Notary Public

Audra Bradley
NOTARY PUBLIC
Johnston County, NC


My Commission Expires: 10/12/2025

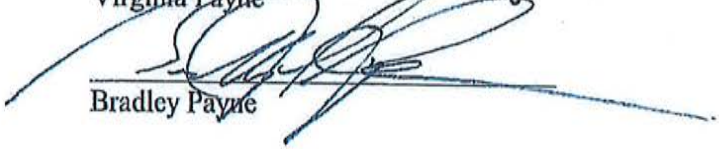
AFFIDAVIT OF VIRGINIA AND BRADLEY PAYNE

VIRGINIA AND BRADLEY PAYNE, residents of Watertown, OH, the undersigned, first being duly sworn, do hereby depose and say:

- 1, We are the exclusive owners of real property located at 22141 Seagull St, Rodanthe, Dare County NC (hereinafter "our property")
- 2, Our property adjoins the private road known as Seagull Street.
- 3, The permanent closing of Seagull Street would not inhibit our egress to our property.
- 4, We would still have access to our property by extending our driveways to NC Highway 12.
- 5, We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 9th day of June 2022.


Virginia Payne


Bradley Payne

Sworn and Subscribed to, this the 9th day of July 2022.


Notary Public

My Commission Expires: Nov 03 2025



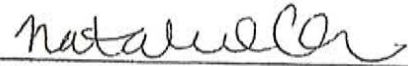
Robin R Schilling
Notary Public State of Ohio
My Commission Expires
Nov 03 2025

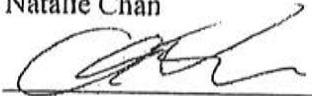
AFFIDAVIT OF NATALIE CHAN AND CHRISTOPHER HERRMANN

NATALIE CHAN AND CHRISTOPHER HERRMANN, residents of Vienna, VA, the undersigned, first being duly sworn, do hereby depose and say:

1. We are the exclusive owners of real property located at 22155 Seagull St, Rodanthe, Dare County NC (hereinafter "our property")
2. Our property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit our egress to our property.
4. We would still have access to our property by extending our driveways to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

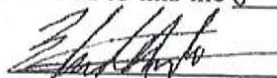
This the 8th day of ~~June~~ ^{July} 2022.
NC
CA



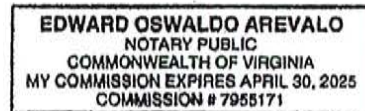
Natalie Chan


Christopher Herrmann

Sworn and Subscribed to this the 8th day of July 2022.



Notary Public



My Commission Expires: April 30th, 2025

AFFIDAVIT OF JACQUELINE AND DONALD DEMARCO

JACQUELINE AND DONALD DEMARCO, residents of Iron Station, NC, the undersigned, first being duly sworn, do hereby depose and say:

1. We are the exclusive owners of real property located at 22169 Seagull St, Rodanthe, Dare County NC (hereinafter "our property")
2. Our property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit our egress to our property.
4. We would still have access to our property by extending our driveways to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 11 day of ~~June~~ July 2022.

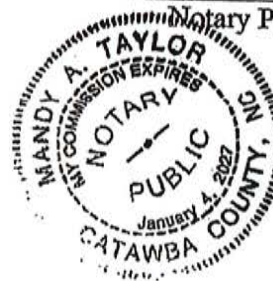
Jacqueline DeMarco
Jacqueline DeMarco

Donald DeMarco
Donald DeMarco

Sworn and Subscribed to, this the 11th day of July 2022.

Mandy A. Taylor
Notary Public

My Commission Expires: January 4, 2027



AFFIDAVIT OF STARBOARD
ANCHOR, LLC


STARBOARD ANCHOR, LLC is a North Carolina limited company with its principle place of business in Blowing Rock, North Carolina.

KATHLEEN S. BOYD, a resident of Blowing Rock, North Carolina, the undersigned, first being duly sworn, hereby deposes and says:

1. STARBOARD ANCHOR, LLC is the exclusive owner of real property located at 22183 Seagull St, Rodanthe, Dare County NC (hereinafter "the property"). I am a manager of STARBOARD ANHOR, LLC with authority to execute this affidavit on behalf of STARBOARD ANHOR, LLC and have personal knowledge of the matters and things set forth herein.

2. The property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit ingress and egress to the property.
4. STARBOARD ANHOR, LLC would still have access to the property by extending the driveway to NC Highway 12.
5. STARBOARD ANHOR, LLC supports the Dare County Board of Commissioners permanently closing Seagull Street.

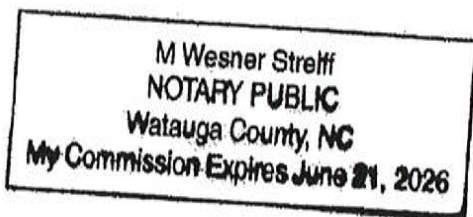
This the 9 day of July 2022.


KATHLEEN S. BOYD

Sworn and Subscribed to this the 9th day of July 2022.

M Wesner Streiff
Notary Public

My Commission Expires: 06-21-2026



Certificate of Approval for Recording Plat and Acceptance of Dedications

I, **SANDRA W. GAMIEL**, the County Clerk of Dare County, North Carolina, do certify that on the 24 day of MARCH, 1987, the Board of County Commissioners approved this plat for recording and accepted the dedication of the roads, easements, rights-of-way and public parks and other sites for public purposes as shown hereon, but assume no responsibility to open or maintain the same until, in the opinion of the governing body of Dare County, it is in the public interest to do so.

7-20-87
Date

(Seal) **Sandra W. Gamiel**
County Clerk

North Carolina, Dare County

The foregoing certification of **Wesley H. Meekins, Jr.**, Registered Land Surveyor and **W.C. Owen**, a Notary Public of Dare County, are certified to be correct. Presented for registration this the 20 day of July, 1987 at 1:09 o'clock P.m. and recorded in this office in Map Book PCC page Slide 26D

Doris O. Jey
Register of Deeds

Vanzella McMullan
By Assistant Register of Deeds

Health Department

I hereby certify that the lots as proposed in this map of the subdivision entitled **Mirlo Beach** meets the requirements as to minimum area or an individual sewage disposal and water supply system as provided by ordinance of the Dare County Board of Health. Lots are evaluated separately as to topography, drainage, and soil porosity.

14 July 87
Date

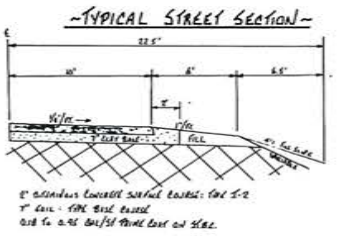
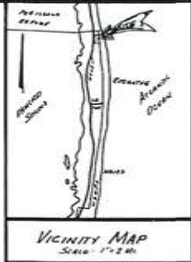
Harold J. Hester
Sanitarian

Certificate of Approval by the Planning Board

Wesley Meekins, Jr., Chairman of the Dare County Planning Board, hereby certifies that the Board duly approved the first plat of the subdivision entitled **Mirlo Beach** on the 14 day of July, 1987.

Edmund McGehee
Chairman

The streets and roads in this subdivision are dedicated to public use. However, their maintenance will be the sole responsibility of the adjacent property owners until they are brought up to the standards of the N. C. Dept. of Transportation and accepted. (Sec. 81-4, Dare Co. Subdiv. Regs. and N.C.O.S. 134-102.6)



Certificate of Ownership and Dedication

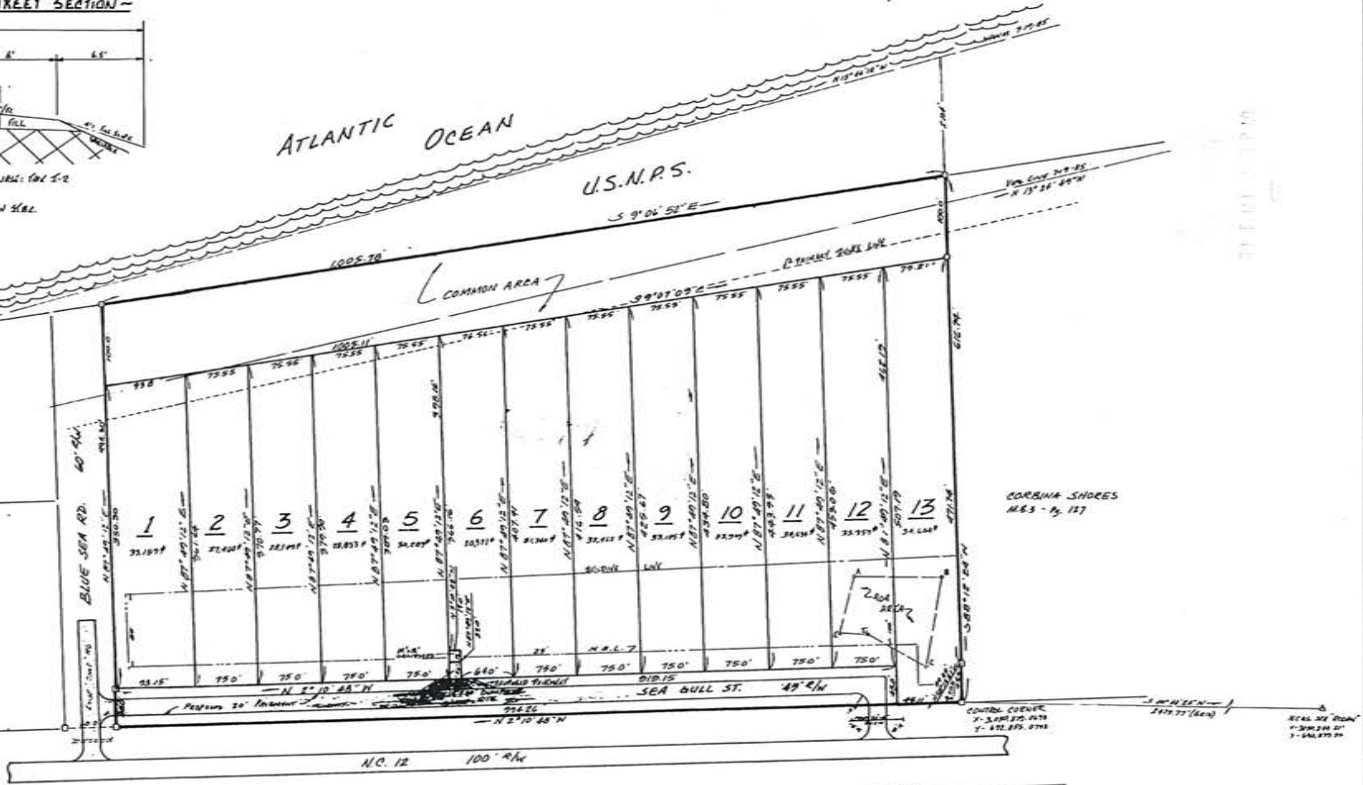
I (We) hereby certify that I (we) are the owner (owners) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines, and dedicate all roads, alleys, walks, parks, and other sites to public or private use as noted. Further, I (we) certify the land as shown is within the platting jurisdiction of Dare County.

July 29, 1987
Date

Owner or Authorized Agent
WILCOX, MIRLO INVESTMENT CO., INC.
MANITO, N. C. 27554

Owner or Authorized Agent

Unofficial Document



Dare County Board of Commissioners



I, **WESLEY H. MEEKINS, JR.** CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS PLAT WAS DRAWN FROM AN ACTUAL FIELD LAND SURVEY; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS THOMP THAT THE AREA IS DETERMINED BY THE D. M. D. METHOD; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G. S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 29 DAY OF July, 1987.

Wesley H. Meekins, Jr.
REG. LAND SURV. OF N. C.

GENERAL NOTES

- TOTAL AREA SUBDIVIDED = 12.71 AC.
- 13 TOTAL LOTS
- ALL LOTS IN EXCESS OF 20,000 S.F.
- SETBACKS:
FRONT - 25' (UNLESS OTHERWISE NOTED)
SIDE - 10'
- SUBDIVISION LOCATED IN UNZONED AREA
- SMALLEST LOT IN SUBDIVISION IS 22,443 S.F.
- AREA OF AREA OF N.E.C.
- BEARINGS SHOWN HEREON ARE N.T.C. GRID, DISTANCES ARE GROUND DISTANCES UNLESS OTHERWISE NOTED
- ACCESS TO THESE LOTS TO BE FROM SEA GULL ST ONLY
- ALL UTILITIES TO BE PLACED IN R.W.

W. M. MEEKINS, JR. & ASSOCIATES
Land Surveyors and Planners
P. O. Box 1978
MANITO, N. C. 27554
Job No. PDB-222-85

MAP OF
SECOND SECTION
MIRLO BEACH
PROPERTY OF MIRLO INVESTMENT CO., INC.
RODANTHE RINNALEET TRST
DARE COUNTY NORTH CAROLINA
W. M. MEEKINS, JR. & ASSOC. - SURVEYORS/PLANNERS





Noah Gillam <noah.gillam@darenc.com>

Fwd: Mirlo Beach HOA

3 messages

Daniel Richards <hatterashurricane@gmail.com>
To: "noah.gillam@darenc.com" <noah.gillam@darenc.com>

Mon, Jul 25, 2022 at 11:17 AM

See below

----- Forwarded message -----

From: **Daniel Richards** <hatterashurricane@gmail.com>
Date: Mon, Jul 25, 2022 at 11:14 AM
Subject: Mirlo Beach HOA
To: <noah.gilliam@darenc.com>
CC: Anne Leach <anne.leach626@gmail.com>, Gus Gusler <goosemon@aol.com>

Hi Noah

I understand Dare County is looking indication from Mirlo Beach HOA there is approval to quit on Seagull Street. As a managing Board, we have a majority vote of approval in the recent days. Unfortunately, as the Board President, I'm not clear what actual approvals are required from our community turning over property to private properties.

Given the tight time frame to support the notification & the associated community review meeting, Mirlo Beach supports the Notice To Quit at this time.

Thank you for your support during this process
If this requires more consideration, please advise

Dan Richards
Mirlo Beach HOA
Board President
+1 (412) 526-7711

Noah Gillam <noah.gillam@darenc.com>
To: Daniel Richards <hatterashurricane@gmail.com>

Mon, Jul 25, 2022 at 1:13 PM

received.

[Quoted text hidden]

--
Noah Gillam
Planning Director
Planning Department
P.O. Box 1000, Manteo, NC 27954
252.475.5873 phone
252.473.6653 fax
www.darenc.com



Noah Gillam <noah.gillam@darenc.com>
To: Daniel Richards <hatterashurricane@gmail.com>

Mon, Jul 25, 2022 at 1:19 PM

EXHIBIT A

(Description for Sea Gull Street,
of Section Two, Mirlo Beach,
being a private R/W in
Rodanthe, Kinnakeet Township
Dare County, North Carolina)

BEGINNING AT A CONTROL CORNER, designated X-3,050,379.0698, Y-692,855.0793; said control corner N 00 deg. 48 min. 24 sec. E a distance of 2479.77 feet from NCGS STA. "RODAN" which has coordinates X-3,055,344.21; Y-690,379.55; THENCE FROM SAID CONTROL CORNER along NC Hwy 12 N 2 deg. 10 min. 48 sec. W a distance of 75.11 FEET TO **the POINT OF BEGINNING**, said point of beginning being at the northwest corner of Lot 13 where the same meets the eastern margin of NC Hwy 12;

THENCE FROM SAID BEGINNING POINT along NC Hwy 12 N 2 deg. 10 min. 48 sec. W along NC Hwy 12 a distance of 919.15 feet to a concrete marker; thence N 87 deg. 49 min. 12 sec. E a distance of 45 feet to a concrete marker; thence S 2 deg. 10 min. 48 sec. E a distance of 919.15 feet to a calculated point on the north line of Lot 13, Section Two, Mirlo Beach; thence S 81 deg. 19 min. 12 Sec. W a distance of 45 feet to the point or place of beginning.

The above described property being designated "Sea Gull Street, a 45' R'W" as shown on plat by W. M. Meekins, Jr. & Associates, dated the 29th day of July, 1985 and recorded in Plat Cabinet C, at Slide 26D, Dare County Public Registry.



1/2" = 100' HORIZ. SCALE
 1" = 10' VERT. SCALE

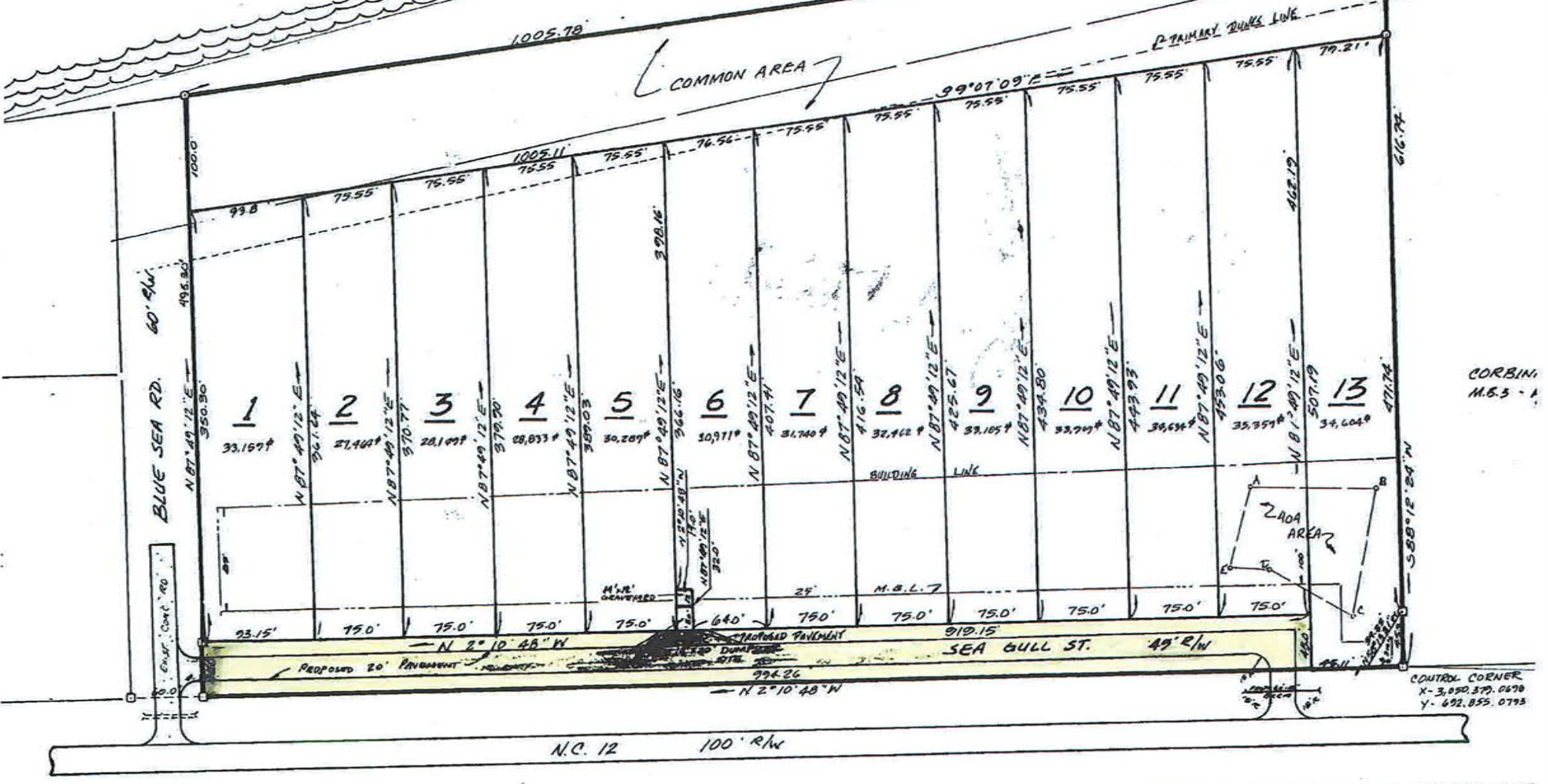
ATLANTIC OCEAN

U.S.N.P.S.

S 9° 06' 52" E

VERT. CURVE
 - N 13° 24'

1" = 10' VERT. SCALE



CORBINA
 M.B.3 - 1

15, JR. CERTIFY THAT UNDER MY REVISION THIS PLAT WAS DRAWN BY LAND SURVEY THAT THE ED.

ORDER

ORDER ADOPTED BY THE DARE COUNTY BOARD OF COMMISSIONERS
DECLARING A PORTION OF DARE COUNTY PUBLIC ROAD KNOWN AS SEAGULL
STREET CLOSED.

WHEREAS, the 20 foot paved portion of Seagull Street is located in unincorporated Dare
County, and

WHEREAS, the 20 foot paved portion of Seagull Street is a publically-dedicated road as noted
on the plat for Mirlo Beach Section 2 Subdivision, Plat Cabinet C Slide 26D dated July 20, 1987
in the Dare County Register of Deeds, and

WHEREAS, the Dare County Board of Commissioners conducted a Public Hearing on
September 6, 2022 to receive comments on its intent to permanently close the paved portion of
Seagull Street located between Blue Sea Road and Corbina Drive in Rodanthe as noted on the
map of the area labelled Attachment A with this ORDER, and

WHEREAS, the hearing was duly advertised and the other notice procedures of NCGS 153A-
241 enacted including posting of the area proposed for closing and notice to the adjoining
property owners, and

NOW, THEREFORE, BE IT RESOLVED the Dare County Board of Commissioners adopts this
ORDER declaring the 20 foot paved portion of the publicly-dedicated road known as Seagull
Street in Rodanthe, North Carolina to be closed in accordance with North Carolina General
Statute 153A-241 and a certified copy of this ORDER shall be recorded in the Dare County
Register of Deeds.

ADOPTED the 6th day of September 2022 by the Dare County Board of Commissioners

SEAL:

Robert L. Woodard, Chairman
Dare County Board of Commissioners

ATTEST:

Cheryl C. Anby, Clerk

ATTACHMENT A



This map is prepared from data used for the inventory of the real property for tax purposes. Primary information sources such as recorded deeds, plats, wills, and other primary public records should be consulted for verification of the information contained in this map.



Appointment of Deputy Tax Collector

Description

Pursuant to N.C.G.S. 105-349, the County Manager will make a recommendation for the office of Dare County Deputy Tax Collector for a term of four years expiring September, 2026.

Board Action Requested

Appointment of the Deputy Tax Collector and Oath of Office by Clerk

Item Presenter

Robert Outten, County Manager



NORTH CAROLINA
DARE COUNTY

OATH OF DEPUTY TAX COLLECTOR

(As required by NCGS 153A-26 and 105-349(g) in the form prescribed in Article VI, Section 7 of the North Carolina Constitution)

I, Mesia Wescott Godfrey, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Dare County Deputy Tax Collector, and that I will not allow my actions as deputy tax collector to be influenced by personal or political friendships or obligations, so help me God.

Mesia Wescott Godfrey

SWORN AND SUBSCRIBED
BEFORE ME THIS 6th DAY
OF SEPTEMBER, 2022.

Cheryl C. Anby
Clerk to the Board of Commissioners



Annual Settlement

Description

The Tax Collector reports to the Governing Board the Settlement for the 2021 taxes, both paid and unpaid. The Tax Collector also reports on the collection processing for the 2021 tax year.

Board Action Requested

Charge the Tax Collector to collect the 2022 taxes.

Item Presenter

Becky Huff, Tax Collector

SETTLEMENT FOR 2021 TAX YEAR

To: Dare County Board of Commissioners
 From: Becky Huff, Tax Collector
 Date: September 6, 2022

July 1, 2021 - June 30, 2022					
Dare County 2021 Tax Bills	Levy	Collected	Uncollected	%Coll	
County (C99,ADV,FTL'S)	\$65,967,292.57	\$65,722,073.01	\$245,219.56	99.63%	
Motor Vehicles	\$0.00	\$0.00	\$0.00	0.00%	
Towns	Levy	Collected	Uncollected	%Coll	
Kill Devil Hills	\$ 9,277,662.31	\$ 9,252,316.04	\$ 25,346.27	99.73%	
Beach Nourishment	\$ 494,040.43	\$ 494,040.28	\$ 0.15	100.00%	
Kitty Hawk	\$ 4,316,517.45	\$ 4,290,579.95	\$ 25,937.50	99.40%	
Beach Nourishment	\$ 535,667.38	\$ 535,294.20	\$ 373.18	99.93%	
Manteo	\$ 2,257,430.53	\$ 2,249,819.53	\$ 7,611.00	99.66%	
Southern Shores	\$ 3,768,790.44	\$ 3,763,001.43	\$ 5,789.01	99.85%	
Beach Nourishment	\$ 369,641.96	\$ 369,451.48	\$ 190.48	99.95%	
Special Assessment	\$ 30,000.00	\$ 30,000.00	\$ -	100.00%	
Duck	\$ 4,065,644.40	\$ 4,065,147.10	\$ 497.30	99.99%	
Beach Nourishment	\$ 1,001,357.12	\$ 1,001,152.96	\$ 204.16	99.98%	

The total county real estate and personal property **levy** for **2021** was **\$ 65,967,292.57**. This total includes all real estate, mobile homes, boats, rental personal property, and business personal property. It also includes properties in bankruptcy, properties with unknown owners, and properties in conflict regarding ownership.

The total **collected** by June 30, 2022 was **\$ 65,722,073.01** for a collection rate of **99.63%** on real estate and personal property taxes. All unpaid real estate and personal property taxes for the years 2012 through 2021 that are eligible are being processed for upload to the NC Debt Setoff program.

The total county **motor vehicle levy** was **\$ 0.00**. NC Motor Vehicle taxes are now being levied along with registration fees through the Tax & Tag Program of the NC Dept of Revenue. All 2012 Motor Vehicle delinquent taxes have been uploaded to Debt Setoff for Collection.

It is required each year that the Board, by motion, charge the Tax Collector to begin tax collections on current taxes based on the budgeted valuation of **\$ 16,312,781,089** and the gross county and municipal levies of **\$ 100,683,146.10**. This order will cover the **2022** taxes for Dare County and the towns of Kill Devil Hills, Kitty Hawk, Manteo, Southern Shores, and Duck.

SETTLEMENT OF CURRENT AND PRIOR YEAR TAXES 2012 - 2021

Includes Real Estate and Personal Property for **Dare County and all Towns.**

Totals **include** fire, rescue, sanitation, and community center taxes.

Totals **do not include** motor vehicles. MV taxes now collected by NCDOR.

COLLECTION TOTALS FOR THE YEARS 2012 - 2021 as of June 30, 2022

YEAR	LEVIES / ADJ	COLLECTED	UNCOLLECTED	% COLL
2021	101,577,521.32	101,199,978.76	377,542.56	99.63%
2020	98,285,821.40	98,137,843.75	147,977.65	99.85%
2019	92,881,800.15	92,761,625.20	120,174.95	99.87%
2018	91,704,063.23	91,618,978.04	85,085.19	99.91%
2017	90,141,419.45	90,073,545.57	67,873.88	99.92%
2016	84,057,116.74	84,011,698.77	45,417.97	99.95%
2015	83,088,738.93	83,034,812.99	53,925.94	99.94%
2014	79,477,903.58	79,437,576.64	40,326.94	99.95%
2013	77,857,430.18	77,824,819.08	32,611.10	99.96%
2012	71,827,330.18	71,792,605.38	34,724.80	99.95%
TOTAL	870,899,145.16	869,893,484.18	1,005,660.98	99.89%

SPECIAL ASSESSMENT COLLECTIONS

Collected 7/1/2021 - 06/30/2022

	<u>Total Levies +/- Adj</u>	<u>Collected in 2021</u>	<u>Total Collected</u>	<u>Balance</u>	<u>Total % Coll</u>
Roanoke Island Water Assessment:	\$ 4,875,860.00	\$ 253,569.74	\$ 4,766,102.27	\$ 109,757.73	97.75%
Southern Shores Special Assessment:	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	100.00%

Zacchaeus Legal Services (Foreclosures)

Collected 7/1/2021 - 06/30/2022

2002-2021 Tax Years Collected in FY 2021-2022	\$ 122,266.54
Total Taxes Collected through foreclosure process	\$ 2,611,962.17
Total cost to Dare County	\$ -

YEAR	UNCOLLECTED	UNKNOWN	ACTIVE BANKRUPTCY	ACTIVE FORECLOSUR	COLLECTIBLE IN
2021	377,542.56	3,354.28	6,610.34	38,897.13	328,680.81
2020	147,977.65	3,406.02	2,889.42	44,945.44	96,736.77
2019	120,174.95	5,673.16	2,899.89	25,539.71	86,062.19
2018	85,085.19	7,087.91	2,803.86	20,003.43	55,189.99
2017	67,873.88	13,621.88	2,646.57	21,680.76	29,924.67
2016	45,417.97	6,450.28	1,085.30	15,491.51	22,390.88
2015	53,925.94	7,833.21	2,799.23	18,900.26	24,393.24
2014	40,326.94	7,608.61	2,955.47	21,412.86	8,350.00
2013	32,611.10	7,937.62	0.00	20,159.17	4,514.31
2012	34,724.80	12,689.24	0.00	14,661.11	7,374.45
TOTAL	1,005,660.98	75,662.21	24,690.08	241,691.38	663,617.31

2021 TAX YEAR COLLECTION PROCESSING	
Second and Final Notice mailed to taxpayers	126
Pre-forclosure letters mailed to taxpayers & lienholders	220
Payment Plans for delinquent taxes/ current & paid in full	250
Attachments & Garnishments	80
Phone Calls	@ 1500
NSF Legal Letters & Notifications	130
Parcels in Bankruptcy	9
2021 Delinquent Tax Parcels in Bankruptcy	7
Active Foreclosure Parcels	81
Taxes collected through Debt Setoff	\$ -



Rogallo Museum Presentation

Description

The Rogallo Foundation will make a presentation to the Board regarding the proposed Rogallo Museum to be located in Jockey's Ridge State Park. The museum would tell the story of the invention of the Rogallo Wing, which led to hang gliding, paragliding, sport parachuting, delta kites, stunt kites and kite boarding. The foundation requests support of the project in the form of a resolution.

Board Action Requested

Take appropriate action

Item Presenter

John Harris, President, Rogallo Foundation
Billy Vaughn



**Resolution in Support of
The Rogallo Museum to be Located at Jockey's Ridge State Park**

WHEREAS, Frances and Gertrude Rogallo, longtime residents of Dare County, created the flexible wing in 1948, which played a part in the moon race and led to the hang glider, paraglider, sport parachutes, delta kites, stunt kites, and kiteboarding kites; and

WHEREAS, the Rogallos conducted flight experiments at Jockey's Ridge; and

WHEREAS, a museum has been proposed to commemorate the Rogallo's achievements and to help educate the world about their invention and how it made personal inexpensive flight available to people around the world; and

WHEREAS, the proposed museum is envisioned to contain 12,000 square feet of space, including exhibits that tell the Rogallo story, the history of hang gliding, paragliding, kiting and kiteboarding, a theater, and a gift shop. The museum will appeal to visitors eager for family friendly education and entertainment; and

WHEREAS, this multi-million-dollar project will be fully funded through private donors that want to make this vision a reality, completed and operated at no additional cost to taxpayers; and

WHEREAS, the ideal location for this museum is in Jockey's Ridge State Park, at an already identified site, adjacent to the visitor parking area, which is known nationally as a soaring center and where over 50 years of free flight history have occurred and as the site of the oldest continuously held hang gliding competition in the world; and

WHEREAS, Dare County adopts this Resolution to acknowledge its support of the proposed Rogallo Museum and its positive impact in telling the story of the Rogallos and free flight at Jockey's Ridge State Park as an asset to the County and the State of North Carolina.

THEREFORE, BE IT RESOLVED, the Dare County Board of Commissioners supports the Rogallo Foundation's request to the State of North Carolina to make this educational facility a reality on State-owned land located at Jockey's Ridge State Park, Nags Head, North Carolina, and to immediately establish a lease agreement.

This the 6th day of September, 2022

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



Dare Soil & Water Conservation District: Fiscal Year 2022 Update

Description

A powerpoint presentation providing information on FY 2022 projects and funding allocations acquired for projects in Dare County.

Board Action Requested

No action requested. This is just an update to the board.

Item Presenter

Adam Simon



Proclamation - World Alzheimer's Month

Description

In recognition of World Alzheimer's Month, GEM Day Services, presents a proclamation to focus efforts to raise awareness in our community about Alzheimer's Disease and the need for research, education programs and caregiver services. This year's theme, "Together we can ensure no one faces dementia alone", highlights the need for all of us to reach out to people with dementia in our community to let them know they are not alone. GEM wants to highlight all the individuals in our community who provide unpaid care and support for their friends on this journey.

Board Action Requested

Issue Proclamation

Item Presenter

Gail Sonnesso, GEM Day Services, Inc.



**PROCLAMATION
WORLD ALZHEIMERS' MONTH**

WHEREAS, September 2022 will mark the eleventh World Alzheimer's Month™, an international campaign to raise awareness of dementia and challenge stigma. This year's campaign promotes the important message that: Together we can ensure no one faces dementia alone, *which* highlights the need for all of us to reach out to people with dementia in our community to let them know they are supported; and

WHEREAS, GEM Adult Day Services strives to raise awareness in our community about Alzheimer's and related dementias, *along with* the need for progressive programs of care for the individual, educational programs for our community, and care partner support. We can all raise awareness and promote Dare County as a Dementia Inclusive Community; and

WHEREAS Dementia became a trillion-dollar disease in 2018, informal dementia caregiving is equivalent to 40 million full time workers. A disproportionate number of women are informal caregivers. Most people living with dementia do not receive a diagnosis or support. In North Carolina, over 180,000 people are living with Alzheimer's disease, a number projected to increase to more than 210,000 by 2025; and

WHEREAS, *while* there is no cure for Alzheimer's and related dementias, there is treatment in the form of person-centered care that will promote a healthier lifestyle for people with the disease; and

WHEREAS, Dare County joins individuals living with the effects of Alzheimer's and related dementias, their families, community friends and caregivers in promoting care for those living with the disease, by supporting educational programs and direct support services for our Dare County families; and

WHEREAS, Dare County joins Alzheimer's Disease International honoring those living with Alzheimer's disease, those who have passed and caregivers (both family and professional) at GEM's 15th Annual Candle Lighting, November 20, 2022, and throughout the year.

NOW, THEREFORE, the Dare County Board of Commissioners hereby proclaims September 2022 as "WORLD ALZHEIMER'S DISEASE AWARENESS MONTH" in Dare County, and commends its observance to all citizens.

This the 6th day of September, 2022

Dare County Board of Commissioners

By: Robert Woodard, Sr., Chairman

Attest: Cheryl C. Anby, Clerk to the Board



Update on Caregiver's Day Out Program partnership with Outer Banks Dementia Friendly Coalition and Dare County.

Description

Program update

Board Action Requested

N/A

A handwritten signature in blue ink, appearing to be "SD", is written over the "N/A" text.

Item Presenter

Sheila Davies and Dianne Denny



Proclamation - Constitution Week

Description

The Virginia Dare Chapter of the Daughters of the American Revolution (DAR) promotes the observance of the U.S. Constitution. The DAR is a patriotic organization that encourages education and historic preservation in communities across America. The Proclamation that follows is being presented to the Board of Commissioners to proclaim September 17 through 23 as Constitution Week.

Board Action Requested

Issue Proclamation

Item Presenter

Coleen Fagersten, Virginia Dare Chapter of the DAR



CONSTITUTION WEEK PROCLAMATION

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: It is the privilege and duty of the American people to commemorate the two hundred and thirty-second anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, the Dare County Board of Commissioners, does hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and urge all citizens of Dare County to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County of Dare to be affixed this 6th day of September, 2022.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



Proclamation - Diaper Need Awareness Week

Description

Children & Youth Partnership, together with staff and donors have distributed over 5,000 packs of diapers to date, and reached an average of 100 families monthly since the start of 2022. September 24-October 2, 2022 is recognized as "Diaper Need Awareness Week".

Board Action Requested

Take appropriate action

Item Presenter

Carla Heppert, Education & Program Evaluation Manager
Children & Youth Partnership for Dare County



**A PROCLAMATION
DIAPER NEED AWARENESS WEEK**

WHEREAS, diaper need, the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of babies, toddlers, and their families; and

WHEREAS, national surveys and research studies report that one in three families struggles with diaper need and 48 percent of families delay changing a diaper to extend their supply; and

WHEREAS, purchasing enough diapers to keep a baby or toddler clean, dry, and healthy can consume 14 percent of a low-wage family's post-tax income, making it difficult to obtain a sufficient supply; and

WHEREAS, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in child care programs and quality early-education programs; and

WHEREAS, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention, and may prevent parents from attending work or school, thereby hurting the family's economic prospects and well-being; and

WHEREAS, the Dare County community recognizes that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for our families and community and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

WHEREAS, Dare County is proud to be home to trusted community-based organizations, including Children & Youth Partnership for Dare County, that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels.

NOW, THEREFORE, Dare County Board of Commissioners do hereby proclaim the week of September 24 through October 2, 2022 as **DIAPER NEED AWARENESS WEEK** in Dare County. We thank Children & Youth Partnership, their staff and donors for their service through CYP's Diaper Bank, and encourage the citizens of our community to support CYP's Diaper Bank to help ensure that all Dare County children and families have what they need to thrive.

This the 6th day of September, 2022.

Attest:

Robert Woodard, Sr., Chairman

Cheryl C. Anby, Clerk to the Board



*Dare County Department of Health and Human Services
Public Health Division
Proclamation
Suicide Prevention Awareness Month*

Description

September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness.

Suicide prevention is important to address year-round, Suicide Prevention Awareness Month provides a dedicated time to come together with collective passion and strength to address difficult topic.

Board Action Requested

Proclaim September 2022 as Suicide Prevention Awareness Month in Dare County

Item Presenter

N/A



A PROCLAMATION SUICIDE PREVENTION AWARENESS MONTH

WHEREAS, September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness; and

WHEREAS, suicide prevention is important to address year-round and Suicide Prevention Awareness Month provides a dedicated time to come together with collective passion and strength to address a difficult topic; and

WHEREAS, we can all benefit from honest conversations about mental health conditions and suicide, because just one conversation can change a life; and

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS, according to the CDC, the U.S. 2020 suicide death rate was 14.0 per 100,000 and with more than 45,000 dying yearly by suicide, it was noted as the 12th leading cause of death among adults in the United States; and

WHEREAS, Dare County's suicide rate is 19.3 and is the 8th leading cause of death among adults in Dare County; and

WHEREAS, local organizations such as The Breaking Through Task Force, Savings Lives Task Force, Be Resilient OBX, and Dare County Department of Health & Human Services are on the front lines of a battle that many still refuse to discuss in public since suicide and mental illness remain an uncomfortable topic to talk about; and

WHEREAS, every member of our community should understand that through life's struggles we all need the occasional reminder that many are silently fighting their own battles; and

WHEREAS, we encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors and to genuinely convey their appreciation for their existence by any gesture they deem appropriate; and

WHEREAS, we can all help prevent suicide; and

NOW, THEREFORE, the Dare County Board of Commissioners does hereby proclaim the month of September, 2022 as Suicide Prevention Awareness Month and calls upon the citizens of Dare County to increase their awareness and understanding of the problems we face regarding mental health concerns and suicide.

This the 6th day of September, 2022.

SEAL

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



*Capital Improvements Planning Committee Recommendation
EMS Stations, Public Works, Parks and Recreation, and Youth Center*

Description

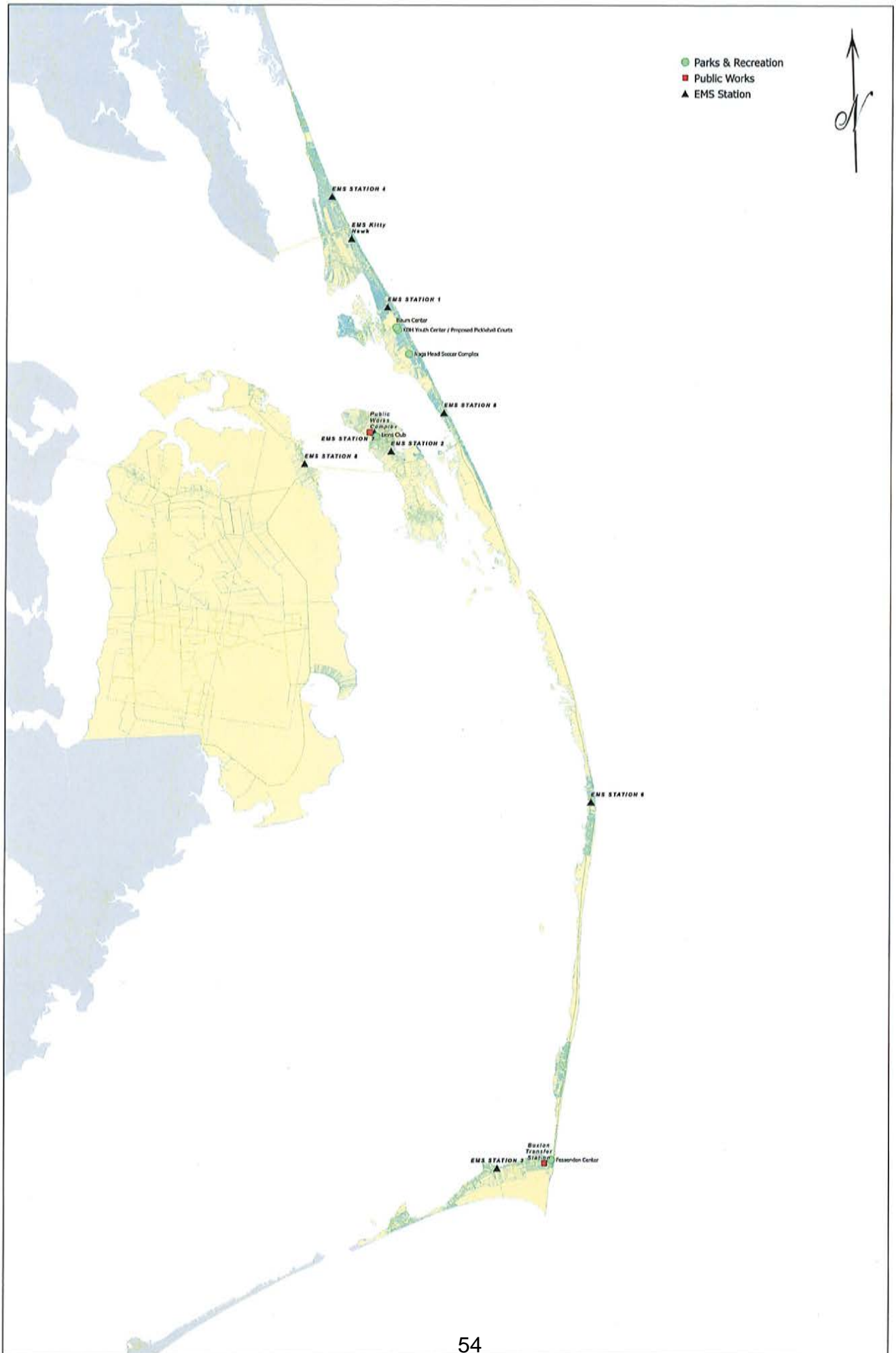
The Capital Improvements Planning Committee met August 30, 2022 to review the initial renderings and cost projections for EMS Stations, Public Works, Parks and Recreation and the Manteo Youth Center. The Board will receive updates and recommendations for moving forward with the Capital Improvement Plan.

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager





DARE COUNTY EMS
STATION 1 - KILL DEVIL HILLS



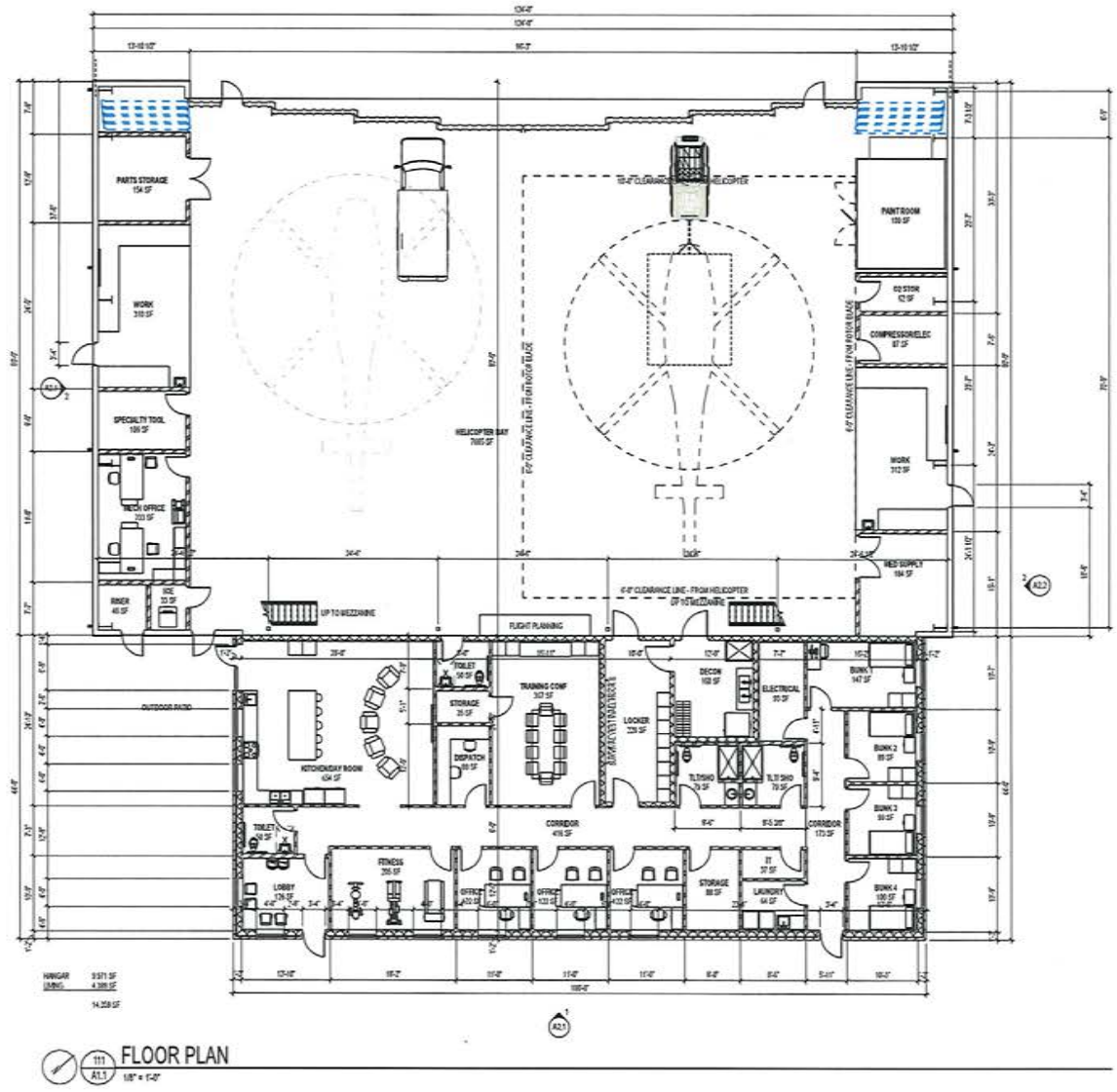


DARE COUNTY EMS
STATION 2 - MANTEO





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111 FLOOR PLAN
A1.1
1/8" = 1'-0"

OAKLEY COLLIER ARCHITECTS
OCA
1078 DRIFTWOOD DRIVE, SUITE 100, MANTEO, NC 28557-2000
TEL: 252.337.1200 FAX: 252.337.1201

DARE COUNTY EMS
DARE COUNTY EMS STATION 7 MED FLIGHT
1078 DRIFTWOOD DRIVE
MANTEO, NORTH CAROLINA



SD/DD
REVIEW SET

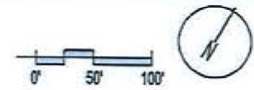
GENERAL NOTE:
Prior to construction, Mark Contractor shall verify & be responsible for all Dimensions.

DATE	21032
BY	
TOO	A1.1
FLOOR PLAN	





BUILDING AREA TOTAL = 58,100 SF
 PARKING SPACES = 139
 SANITATION TRUCKS = 25
 MOSQUITO CONTROL TRUCK BARN = 14



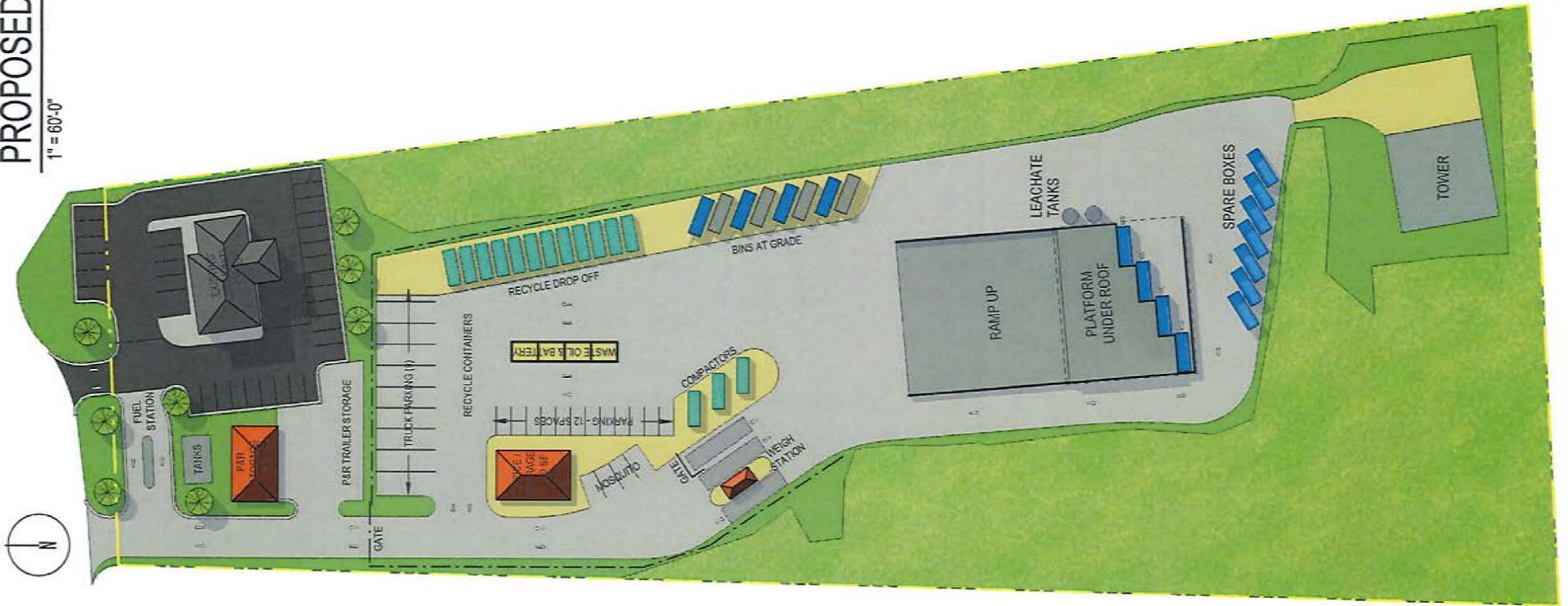
Recommendations

Proposed Site Plan

Page 19 | 25

PROPOSED SITE PLAN

1" = 60'-0"



DARE COUNTY
BUXTON TRANSFER STATION
CONCEPT PLAN

DRAWN BY: DG

DATE: 8-25-22

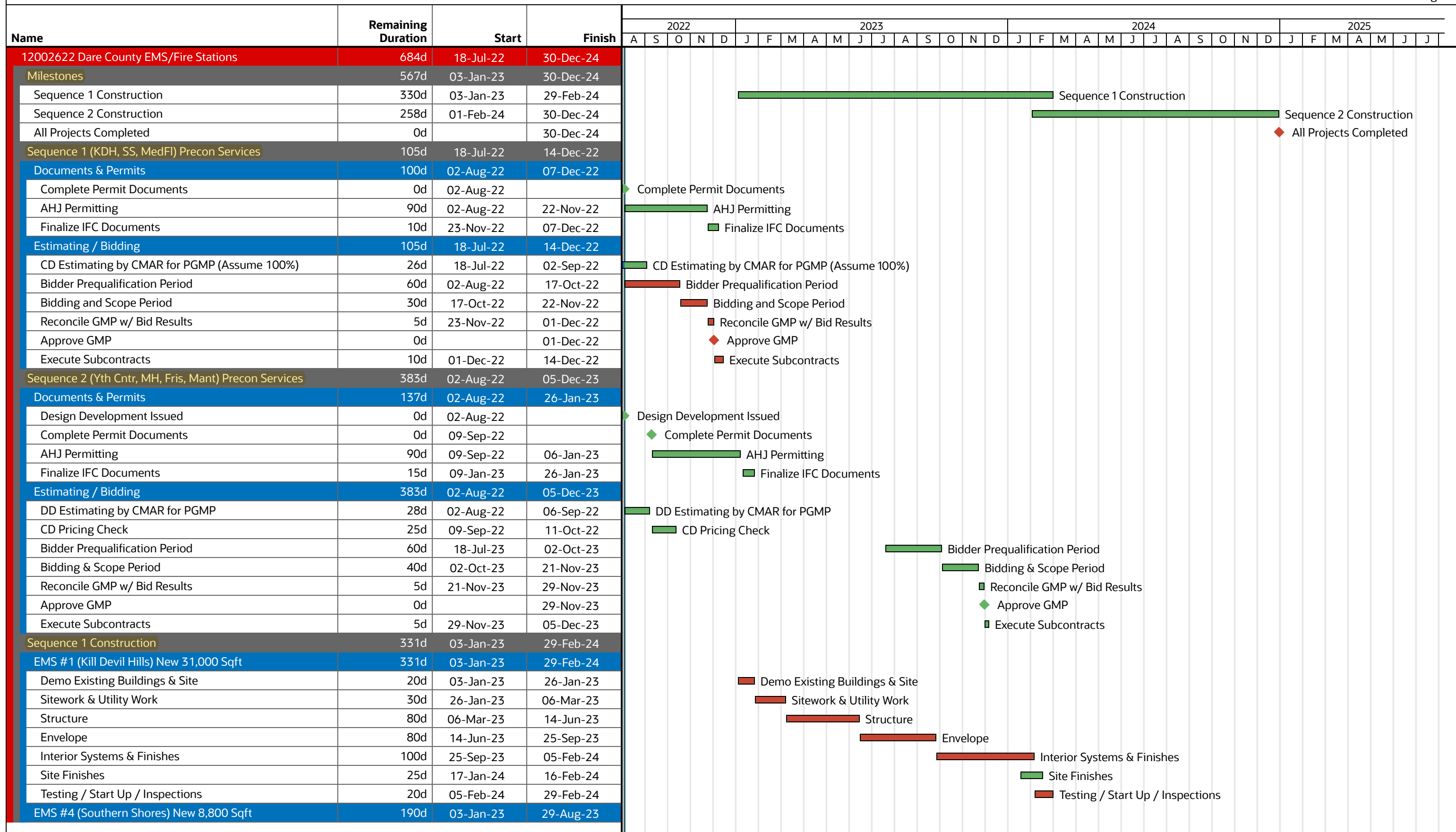
SHEET #:

PR1

Dare County 2022 Projects
Oakley Collier Estimates & Barnhill Schedule

8/10/2022

	Phase 1			Phase 2				Phase 3		Totals	
	Station #4										
	Station #1 Kill Devil Hills	Southern Shores	Station #7 Dare MedFlight	Station #2 Manteo	Station #3 Frisco	Station #8 Manns Harbor	Manteo Youth Center	Station #6 Rodanthe	Kitty Hawk		
Building demo/new construction	\$ 100,000	\$ 50,000				\$ 21,500	\$ 1,184,400			\$ 1,355,900	
Building renovations/new construction	11,290,865	3,290,918	3,878,667	674,159	674,159	2,287,810		7,000,000	6,500,000	\$ 35,596,578	
Sitework	1,651,816	253,920	292,600	101,998	107,810	239,890	175,000			\$ 2,823,034	
Subguard bonding	182,598	50,328	58,398	10,866	10,948	35,689				\$ 348,827	
Construction contingency	396,758	109,355	126,890	23,611	23,788	77,546				\$ 757,948	
Preconstruction contingency	652,134	179,742	208,563	38,808	39,098	127,460				\$ 1,245,805	
Escalation since December 1, 2021	1,565,122	179,742	500,552	38,808	39,098	305,904				\$ 2,629,226	
CM at Risk General Conditions & CM fee	2,941,007	789,880	990,625	175,409	178,354	591,656				\$ 5,666,931	
Insurance & bonds	490,168	131,647	165,104	29,235	29,726	98,609				\$ 944,489	
Subtotal construction	19,270,468	5,035,532	6,221,399	1,092,894	1,102,981	3,786,064	1,359,400	7,000,000	6,500,000	\$ 51,368,738	
Design fees	1,776,274	577,191	667,964	127,089	128,040	410,203	135,940	356,139		\$ 4,178,840	
Survey & geotechnical	39,401	27,339	32,197	23,610	23,788	25,849	10,000			\$ 182,184	
Special inspections & construction testir	100,000	50,000	85,000	20,000	30,000	40,000	50,000			\$ 375,000	
FF&E	599,094	160,901	331,400	35,731	36,331	120,523	75,000			\$ 1,358,980	
	21,785,237	5,850,963	7,337,960	1,299,324	1,321,140	4,382,639	1,630,340	7,356,139	6,500,000	\$ 57,463,742	
Owner costs	50,000	25,000	35,000	15,000	15,000	25,000	20,000			\$ 185,000	
Owner's contingency @ 4% of constructio	770,819	201,421	248,856	43,716	44,119	151,443	54,376	280,000		\$ 1,794,750	
4.00%	\$ 22,606,056	\$ 6,077,384	\$ 7,621,816	\$ 1,358,040	\$ 1,380,259	\$ 4,559,082	\$ 1,704,716	\$ 7,636,139	\$ 6,500,000	\$ 59,443,492	
Site owner	County	S Shores	DCAA	County	County	County	County	TBD	TBD		
Site already pledged?	No	n/a	n/a	No	No	No	Yes				
Phase	1	1	1	2	2	2	2	3	3		
County share	\$ 11,778,892										
Town of Kill Devil Hills share	\$ 10,827,164										
	<u>Amount</u>	<u>Permits</u>	<u>GMP</u>	<u>Const Start</u>	<u>Constr End</u>	<u>Architect Fees</u>	<u>Precon Fee</u>			<u>Debt with COI</u>	
Phase 1	\$ 36,305,256	22-Nov-22	5-Dec-22	1-Feb-23	29-Feb-24	\$ 3,021,429	\$ 153,250	Series 2023A		\$ 37,122,000	
Phase 2	\$ 9,002,097	6-Jan-23	4-Dec-23	1-Feb-24	30-Dec-24	\$ 801,272	\$ 354,048	Series 2023B		\$ 9,227,000	
Phase 3	\$ 14,136,139					\$ 356,139	tbd	Series 2024A		\$ 14,489,000	



■ Current ■ Progress ■ Critical
◆ Milestones ▬ Summary

12002622 Dare County EMS/Fire Stations
 Preliminary Outline Schedule



Name	Remaining Duration	Start	Finish	2022												2023												2024												2025											
				A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J												
								A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J																																											
Demo Existing Building	20d	03-Jan-23	26-Jan-23																																																
Sitework & Utility Work	20d	26-Jan-23	21-Feb-23																																																
Structure	50d	21-Feb-23	25-Apr-23																																																
Envelope	30d	25-Apr-23	01-Jun-23																																																
Interior Systems & Finishes	50d	01-Jun-23	04-Aug-23																																																
Site Finishes	20d	17-Jul-23	10-Aug-23																																																
Testing / Start Up / Inspections	20d	04-Aug-23	29-Aug-23																																																
EMS #7 (Med Flight) New 14,320 Sqft	216d	25-May-23	29-Feb-24																																																
Sitework & Utility Work	25d	25-May-23	27-Jun-23																																																
Structure	65d	27-Jun-23	19-Sep-23																																																
Envelope	40d	19-Sep-23	07-Nov-23																																																
Interior Systems & Finishes	65d	07-Nov-23	05-Feb-24																																																
Site Finishes	25d	17-Jan-24	16-Feb-24																																																
Testing / Start Up / Inspections	20d	05-Feb-24	29-Feb-24																																																
Sequence 2 Construction	259d	01-Feb-24	30-Dec-24																																																
Youth Center	186d	01-Feb-24	23-Sep-24																																																
Scope TBD (9 Months)	185d	01-Feb-24	23-Sep-24																																																
EMS #8 (Manns Harbor) New 8,800 Sqft	236d	29-Feb-24	30-Dec-24																																																
Sitework & Utility Work	25d	29-Feb-24	01-Apr-24																																																
Structure	60d	01-Apr-24	14-Jun-24																																																
Envelope	50d	17-Jun-24	19-Aug-24																																																
Interior Systems & Finishes	60d	19-Aug-24	01-Nov-24																																																
Site Finishes	30d	15-Oct-24	21-Nov-24																																																
Testing / Start Up / Inspections	20d	01-Nov-24	29-Nov-24																																																
Demo Existing	20d	29-Nov-24	30-Dec-24																																																
EMS #3 (Frisco) Reno 5,020 Sqft	136d	29-Feb-24	19-Aug-24																																																
Demolition	15d	29-Feb-24	19-Mar-24																																																
New Addition Structure & Envelope	45d	19-Mar-24	14-May-24																																																
Overhead & Inwall Rough Ins	25d	14-May-24	14-Jun-24																																																
Finishing Walls / Ceilings / Floors	25d	17-Jun-24	18-Jul-24																																																
Final Equipment & Finishes	25d	18-Jul-24	19-Aug-24																																																
EMS #2 (Manteo) Reno 5,000 Sqft	166d	19-Mar-24	15-Oct-24																																																
Demolition	15d	19-Mar-24	08-Apr-24																																																
New Addition Structure & Envelope	45d	14-May-24	11-Jul-24																																																
Overhead & Inwall Rough Ins	25d	11-Jul-24	12-Aug-24																																																
Finishing Walls / Ceilings / Floors	25d	13-Aug-24	13-Sep-24																																																
Final Equipment & Finishes	25d	13-Sep-24	15-Oct-24																																																

Projected Costs

Public Works

Cost Estimate

The construction budget total is **\$29,240,171**. The break down by building is as follows:

	Administration Building		Fleet Maintenance		Facility Maintenance		Sanitation & Recycling		Turf Maintenance		Mosquito Control		Totals	
	5,000 s.f. conventional construction, steel frame with masonry facade		19,500 s.f. PEMB with masonry façade. 6 double bays and 3,600 s.f. Parts, Office and Toilets		16,300 s.f. PEMB with masonry façade. Includes office, break, & workshops.		9,100 s.f. PEMB with masonry façade. 3 single bays; incl office, break & check-in.		2,600 s.f. PEMB with masonry façade. Open bays for equipment storage; incl office, break & check-in		5,600 s.f. PEMB. Open bays for truck & equipment storage; incl office & check-in			
Dare County SF	5,000		19,500		16,300		9,100		2,600		5,600			
Demo Existing Building Cost		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 300,000
Building Cost (New Construction)		\$ 1,409,030		\$ 5,495,217		\$ 4,593,438		\$ 2,564,435		\$ 732,696		\$ 1,578,114		\$ 16,372,929
Sitework Cost		\$ 300,000		\$ 500,000		\$ 500,000		\$ 500,000		\$ 300,000		\$ 250,000		\$ 2,350,000
Subtotal Subcontract Costs		\$ 1,759,030		\$ 6,045,217		\$ 5,143,438		\$ 3,114,435		\$ 1,082,696		\$ 1,878,114		\$ 19,022,929
Subguard Bonding	1.40%	\$ 24,626	1.40%	\$ 84,633	1.40%	\$ 72,008	1.40%	\$ 43,602	1.40%	\$ 15,158	1.40%	\$ 26,294	1.40%	\$ 266,321
Subcontract Costs with Bonds		\$ 1,783,656		\$ 6,129,850		\$ 5,215,446		\$ 3,158,037		\$ 1,097,853		\$ 1,904,407		\$ 19,289,250
Construction Contingency	3.00%	\$ 53,510	3.00%	\$ 183,896	3.00%	\$ 156,463	3.00%	\$ 94,741	3.00%	\$ 32,936	3.00%	\$ 57,132	3.00%	\$ 578,677
Precon Contingency	5.00%	\$ 87,952	5.00%	\$ 302,261	5.00%	\$ 257,172	5.00%	\$ 155,722	5.00%	\$ 54,135	5.00%	\$ 93,906	5.00%	\$ 951,146
Design Fees	10.00%	\$ 267,713	10.00%	\$ 938,606	10.00%	\$ 798,592	10.00%	\$ 475,440	10.00%	\$ 165,281	10.00%	\$ 286,054	10.00%	\$ 2,924,017
Surveying & Geotechnical Investigation	0.35%	\$ 6,243	3.00%	\$ 183,896	3.00%	\$ 156,463	0.75%	\$ 23,685	0.75%	\$ 8,234	0.45%	\$ 8,570	1.00%	\$ 387,091
Escalation	5.00%	\$ 87,952	5.00%	\$ 302,261	5.00%	\$ 257,172	5.00%	\$ 155,722	5.00%	\$ 54,135	5.00%	\$ 93,906	5.00%	\$ 951,146
Cost of Work Subtotal		\$ 2,287,024		\$ 8,040,769		\$ 6,841,309		\$ 4,063,346		\$ 1,412,573		\$ 2,443,975		\$ 25,081,328
General Conditions and Fees(Includes CM Fee)	13.50%	\$ 271,764	13.50%	\$ 933,966	13.50%	\$ 794,644	13.50%	\$ 481,170	13.50%	\$ 167,273	13.50%	\$ 290,162	13.50%	\$ 2,938,980
Insurance and Bonds	2.25%	\$ 51,409	2.25%	\$ 176,675	2.25%	\$ 150,320	2.25%	\$ 91,021	2.25%	\$ 31,642	2.25%	\$ 54,889	2.25%	\$ 526,573
FFE (Furniture, Fixtures & Equipment)	2.50%	\$ 66,928	2.50%	\$ 234,652	2.50%	\$ 199,648	2.50%	\$ 118,860	2.50%	\$ 41,320	2.50%	\$ 71,513	2.50%	\$ 693,291
Construction Budget Estimate	\$ 535.43	\$ 2,677,126	\$ 481.34	\$ 9,386,062	\$ 489.93	\$ 7,985,921	\$ 522.46	\$ 4,754,397	\$ 635.70	\$ 1,652,809	\$ 510.81	\$ 2,860,539	\$ 503.27	\$ 29,240,171

OCA Oct 2021 estimate \$29,240,171
 Add 12% for escalation \$3,508,821
 Add placeholder for Buxton \$1,000,000
 Construction \$33,748,992
 Costs of debt issuance \$657,904
 Debt issue amount \$34,406,895

OVERALL COST COMPARISONS

Summary

Below is a summary of the overall cost projections for the (6) Parks & Recreation priorities as listed. Please find the cost breakdowns in each facility's individual section.

PRIORITY 1: NAGS HEAD SOCCER COMPLEX (p. 06)

New Turf Fields:	\$ 5,577,000
------------------	--------------

PRIORITY 2: KDH YOUTH CENTER (p. 08)

Renovations & Improvements:	\$ 11,899,194
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PRIORITY 3: LIONS CLUB (p. 20)

Renovations & Improvements:	\$ 10,530,025
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PRIORITY 4: PICKLEBALL COURTS (p. 32)

Cost Per Facility (2 Courts):	\$ 453,600
-------------------------------	------------

PRIORITY 5A: FESSENDEN CENTER (p. 36)

Basic Repairs:	\$ 2,966,225
----------------	--------------

Program Upgrades (Additional Cost):	\$ 2,035,500
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PRIORITY 5B: BAUM CENTER (p. 48)

Basic Repairs:	\$ 2,200,774
----------------	--------------

Program Upgrades (Additional Cost):	\$ 392,645
-------------------------------------	------------

PRIORITY 6: NEW ATHLETIC FIELDS (p. 60)

Locations & Costs TBD	\$ TBD
-----------------------	--------

GRAND TOTAL:	\$ 36,054,963
--------------	---------------

Deduct Turf Fields	(\$5,577,000)
--------------------	---------------

Deduct new construction Lions Club	(\$6,607,650)
------------------------------------	---------------

CIPC recommended	\$23,870,313
------------------	--------------

Escalated to 2028	\$27,682,245
-------------------	--------------

2028 LOBs issue with COI	\$28,305,095
--------------------------	--------------

County of Dare, North Carolina
Financial Model for Capital Investment Fund

Changes recommended by the CIPC on 8/30/2022

In thousands:

Fiscal Year	Revenues	Existing Debt Service	New Debt Service	Future Vehicle & Equipment Debt Service	Dare Medflight	Paygo Expenditures	Model Coverage
2023	\$23,395	\$15,346	\$0	\$164	\$173	\$6,959	1.52
2024	\$23,988	\$12,384	\$1,758	\$808	\$269	\$6,015	1.76
2025	\$24,707	\$11,444	\$5,940	\$1,447	\$274	\$5,644	1.40
2026	\$24,835	\$6,962	\$8,711	\$1,956	\$280	\$8,288	1.42
2027	\$24,967	\$6,592	\$8,506	\$2,034	\$285	\$7,606	1.45
2028	\$25,103	\$5,308	\$8,297	\$2,115	\$2,082	\$7,236	1.59
2029	\$25,244	\$5,125	\$10,711	\$2,200	\$526	\$9,488	1.23
2030	\$25,388	\$2,858	\$10,447	\$2,288	\$538	\$9,231	1.42
2031	\$25,537	\$2,574	\$10,178	\$2,380	\$543	\$9,128	1.52
2032	\$25,690	\$2,204	\$9,914	\$2,475	\$554	\$9,538	1.64
2033	\$25,848	\$2,139	\$9,649	\$2,574	\$2,560	\$11,025	1.33
2034	\$26,011	\$2,074	\$9,385	\$2,677	\$2,505	\$10,355	1.30
2035	\$26,179	\$2,010	\$9,121	\$2,784	\$2,450	\$10,662	1.27
2036	\$26,351	\$1,954	\$8,857	\$2,895	\$2,395	\$9,565	1.33
2037	\$26,530	\$1,593	\$8,593	\$3,011	\$2,340	\$11,347	1.36
2038	\$26,714	\$1,551	\$8,329	\$3,131	\$2,286	\$10,014	1.48
2039	\$26,903	\$1,510	\$8,065	\$3,257	\$2,232	\$10,944	1.57
2040	\$27,098	\$1,468	\$7,796	\$3,387	\$2,178	\$13,966	1.48
2041	\$27,300	\$1,427	\$8,998	\$3,522	\$2,125	\$16,006	1.05
2042	\$27,508	\$0	\$8,696	\$3,663	\$2,067	\$12,507	1.22
2043	\$27,723	\$0	\$8,389	\$3,810	\$689	\$12,991	1.52
2044	\$27,376	\$0	\$6,137	\$3,962	\$703	\$13,633	2.13
2045	\$27,629	\$0	\$4,723	\$4,121	\$717	\$14,511	2.83

EMS Projects	2023-2024	\$59,443,492
Public Works	2024-2025	\$33,748,992
Parks & Recreation	2028-2029	\$27,682,245
Dare Medflight Replace	2033	\$13,000,000
Future capacity	2035	\$17,500,000

County of Dare, North Carolina
Financial Model for Capital Investment Fund

Tuesday, August 30, 2022

Version 11.4

Changes recommended by the CIPC on 8/30/2022

EMS Projects	2023-2024	\$59,443,492	Three bonds issues = S2023A, Series 2023B, and Series 2024A LOBs
Public Works	2024-2025	\$33,748,992	One bond issue = Series 2024B LOBs
Parks & Recreation	2028-2029	\$27,682,245	One bond issue = Series 2028 LOBs
Dare Medflight Replace	2033	\$13,000,000	One bond issue = Series 2033 LOBs
Future capacity	2035	\$17,500,000	One bond issue = Series 2035 LOBs

In thousands:

Fiscal Year	Revenues	Existing Debt Service	New Debt Service	Future Vehicle & Equipment Debt Service	Dare Medflight	Paygo Expenditures	Model Coverage	Notes/Explanations	Notes/Explanations
2023	\$23,395	\$15,346	\$0	\$164	\$173	\$6,959	1.52		
2024	\$23,988	\$12,384	\$1,758	\$808	\$269	\$6,015	1.76	S2023 - I	PG - RECC/EOC AV system
2025	\$24,707	\$11,444	\$5,940	\$1,447	\$274	\$5,644	1.40	S2023A - P&I; Series 2023B - I	Series 2024A - P&I; Series 2024B - I
2026	\$24,835	\$6,962	\$8,711	\$1,956	\$280	\$8,288	1.42	S2023B - P&I; Series 2024B - P&I	PG - LEO & EMS radios; LEO mobile data
2027	\$24,967	\$6,592	\$8,506	\$2,034	\$285	\$7,606	1.45	PG - EMS cardiac monitors	
2028	\$25,103	\$5,308	\$8,297	\$2,115	\$2,082	\$7,236	1.59	PG - EMS mobile data	DMF - engines
2029	\$25,244	\$5,125	\$10,711	\$2,200	\$526	\$9,488	1.23	Series 2028 - P&I	PG - RECC/EOC AV system
2030	\$25,388	\$2,858	\$10,447	\$2,288	\$538	\$9,231	1.42	PG - LEO mobile data	
2031	\$25,537	\$2,574	\$10,178	\$2,380	\$543	\$9,128	1.52		
2032	\$25,690	\$2,204	\$9,914	\$2,475	\$554	\$9,538	1.64	PG - EMS mobile data	
2033	\$25,848	\$2,139	\$9,649	\$2,574	\$2,560	\$11,025	1.33	DMF - S2033 LOBs - P&I	PG - LEO & EMS radios
2034	\$26,011	\$2,074	\$9,385	\$2,677	\$2,505	\$10,355	1.30	PG - EMS cardiac monitors	PG - LEO mobile data
2035	\$26,179	\$2,010	\$9,121	\$2,784	\$2,450	\$10,662	1.27	PG - RECC/EOC AV system	
2036	\$26,351	\$1,954	\$8,857	\$2,895	\$2,395	\$9,565	1.33	PG - EMS mobile data	
2037	\$26,530	\$1,593	\$8,593	\$3,011	\$2,340	\$11,347	1.36		
2038	\$26,714	\$1,551	\$8,329	\$3,131	\$2,286	\$10,014	1.48	PG - LEO mobile data	
2039	\$26,903	\$1,510	\$8,065	\$3,257	\$2,232	\$10,944	1.57		
2040	\$27,098	\$1,468	\$7,796	\$3,387	\$2,178	\$13,966	1.48	PG - EMS mobile data	
2041	\$27,300	\$1,427	\$8,998	\$3,522	\$2,125	\$16,006	1.05	PG - EMS cardiac monitors	
2042	\$27,508	\$0	\$8,696	\$3,663	\$2,067	\$12,507	1.22	PG - LEO mobile data	
2043	\$27,723	\$0	\$8,389	\$3,810	\$689	\$12,991	1.52		
2044	\$27,376	\$0	\$6,137	\$3,962	\$703	\$13,633	2.13	PG - EMS mobile data	
2045	\$27,629	\$0	\$4,723	\$4,121	\$717	\$14,511	2.83		

P = Bond principal
 I = Bond interest
 PG = Paygo
 DMF = Dare Medflight paygo and bond P&I



Affordable Housing

Description

Review and approval of contracts from Coastal Affordable Housing, LLC and Woda Cooper Companies, Inc.

Board Action Requested

Approval of contracts and authorization for the County Manager to sign the final contracts.

Item Presenter

Robert Outten, County Manager



Road Request - Concord Court, Arbor Way (Phase 1) Manteo

Description

Petition to include Arbor Way, Phase 1 (Concord Court), Manteo, NC to the NCDOT State maintained road system.

Board Action Requested

Approval of petition and adoption of resolution

Item Presenter

Robert Outten, County Manager

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: DARE Road Name: CONCORD COURT
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: ARBOR WAY (Phase 1) Length (miles): Approx. 225 feet

Number of occupied homes having street frontage: 4 Located (miles): Approx. 450 feet

miles N S E W of the intersection of Route 1335 and Route 1166.
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of ARBOR WAY in Dare County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: EVERETT FIFIELD III Phone Number: 252-202-1773

Street Address: 105 CONCORD COURT, MANTEO, NC 27954

Mailing Address: SAME

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
<u>EVERETT FIFIELD III</u> <i>Everett Fifield III</i>	<u>105 CONCORD COURT MANTEO, NC 27954</u>	<u>252-473-6328</u>
<u>Elizabeth S. Rule</u> <i>Elizabeth S. Rule</i>	<u>104 Concord Court Manteo N.C. 27954</u>	<u>252-473-7207</u>
<u>Monica Mcowen</u> <i>Monica Mcowen</i>	<u>103 Concord Ct. Manteo NC 27954</u>	<u>252-305-6723</u>
<u>Bryan Bradley</u> <i>Bryan Bradley</i>	<u>112 Arbor Dr Manteo 27954</u>	<u>252-493-1592</u>
<u>Stephan Bradley</u> <i>Stephan Bradley</i>	<u>(1)</u>	<u>(1)</u>

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

- Rural Road
 Subdivision platted prior to October 1, 1975
 Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>

**North Carolina Department of Transportation
Division of Highways
Request for Addition to State Maintained Secondary Road System**

North Carolina

County: Dare

Road Description: Concord Court, Arbor Way (Phase 1) Manteo

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Dare requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Dare that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Dare at a meeting on the 6th day of September, 2022.

WITNESS my hand and official seal this the 6th day of September, 2022.

Official Seal

Clerk, Board of Commissioners
County: _____

PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways

ALVA D. WISE
REGISTER OF DEEDS
DARE COUNTY, N.C.

I, Alva D. Wise, COUNTY CLERK OF DARE COUNTY, NORTH CAROLINA, DO CERTIFY THAT ON THE 22 DAY OF December, 1980, THE BOARD OF COUNTY COMMISSIONERS APPROVED THIS PLAN FOR RECORDING AND ACCEPTED THE DEDICATION OF THE ROADS, EASEMENTS, RIGHTS-OF-WAY AND PUBLIC PARKS AND OTHER SITES FOR PUBLIC PURPOSES AS SHOWN HEREON, BUT ASSUME NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME UNTIL IN THE OPINION OF THE GOVERNING BODY OF DARE COUNTY IT IS IN THE PUBLIC INTEREST TO DO SO.

DATE 12-22-80
COUNTY CLERK Alva D. Wise (SEAL)



I HEREBY CERTIFY THAT THE LOTS PROPOSED IN THIS MAP OF THE SUBDIVISION ENTITLED ARBOR WAY PHASE I MEET THE REQUIREMENTS AS TO MINIMUM AREA FOR INDIVIDUAL SEWAGE DISPOSAL AND WATER SUPPLY SYSTEM AS PROVIDED BY ORDINANCE OF THE DARE COUNTY BOARD OF HEALTH. LOTS ARE EVALUATED SEPARATELY AS TO POROSITY, TOPOGRAPHY, AND DRAINAGE.

SANITARIAN

PLANNING BOARD, I HEREBY CERTIFY THAT SAID BOARD ONLY APPROVED THE FINAL PLAN OF THE SUBDIVISION ENTITLED ARBOR WAY PHASE I ON THE DAY OF , 19 .

CHAIRMAN

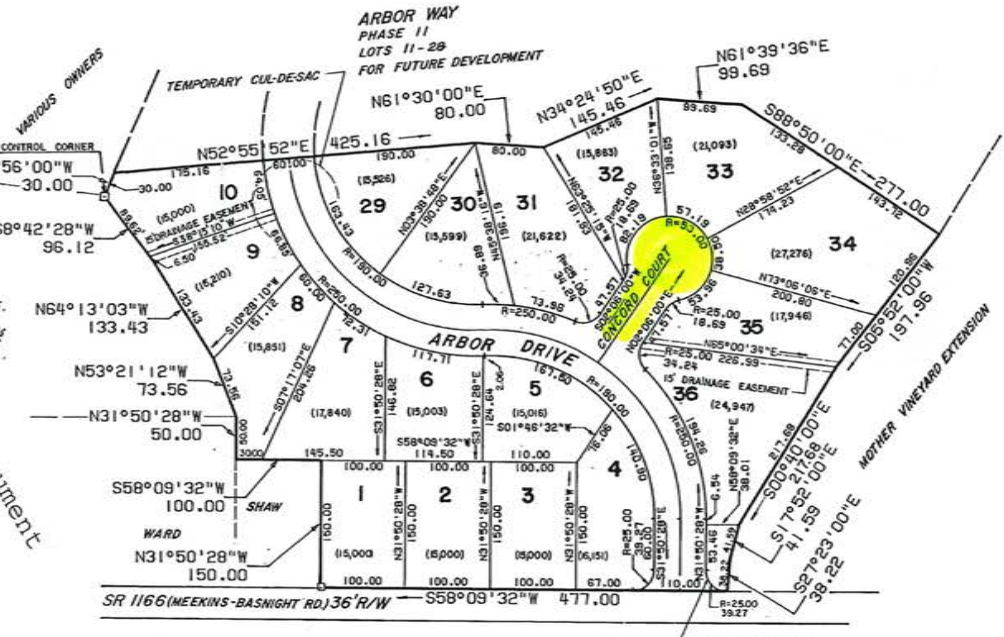
SUBDIVISION ROADS DISCLOSURE

UNDER CHAPTER 136 OF NC99, THE ROADS SHOWN HEREON ARE CALLED PRIVATE BECAUSE NCDOT IS NOT PRESENTLY MAINTAINING THEM; THE ROADS SHOWN ARE SPECIFICALLY DEDICATED TO PUBLIC USE AND MAY BE TAKEN OVER BY NCDOT UNDER THIS DEDICATION WHENEVER NCDOT STANDARDS ARE MET; UNTIL THESE ROADS ARE TAKEN OVER BY NCDOT, MAINTENANCE, IF ANY, IS THE RESPONSIBILITY OF THE PROPERTY OWNERS.

DATE COUNTY BOARD OF COMMISSIONERS

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER (OWNERS) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ACCEPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH MINIMUM BUILDING LINES, AND DEDICATE ALL ROADS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY THE LAND HEREON IS WITHIN THE PLATTING JURISDICTION OF DARE COUNTY.

DATE
OWNER OR AUTHORIZED AGENT
OWNER OR AUTHORIZED AGENT



DARE COUNTY BOARD OF EDUCATION

COMMON AREA B
DUMPSTER SITE

SUBDIVISION MAP OF
ARBOR WAY
PHASE I, LOTS 1-10 & 29-36

ROANOKE ISLAND
NAGS HEAD TOWNSHIP
DARE COUNTY, N.C.
SURVEYED OCT., 1979 WCO
PLATTED DEC., 1979 TBG
100' 50' 0 100'

SCALE 1" = 100'
REVISED 9-8-80 BLT



I, C. P. LEWIS, JR., CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS MAP WAS DRAWN FROM AN ACTUAL FIELD LAND SURVEY. THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1/100000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 22 DAY OF December, 1980
C. P. LEWIS, JR., R.L.S., L-2441



NORTH CAROLINA
DARE COUNTY
THE FOREGOING CERTIFICATIONS OF C. P. LEWIS, JR., R.L.S. AND B. LYNN TREXLER, A NOTARY PUBLIC OF DARE COUNTY, ARE CERTIFIED TO BE CORRECT.

PRESENTED FOR REGISTRATION THIS 22 DAY OF December, 1980, AT 10:00 O'CLOCK A. M. AND RECORDED IN THIS OFFICE IN PLAT CABINET , SLIDE 318

Alva D. Wise
REGISTER OF DEEDS
B. Lynn Trexler
Notary Public
Dare County, N.C.

ORDER TO AND SUBSCRIBED BEFORE ME
THIS 22nd DAY OF December, 1980
B. Lynn Trexler
NOTARY PUBLIC



P.S. - Exempt 5-13-75

Unofficial Document
Unofficial Document
Unofficial Document

Concord Court, Manteo, NC
July 2022





*Outer Banks National Scenic Byway
Frisco-Buxton Pathway Committee
Board of Commissioners Request for Matching Funds*

Description

Outer Banks National Scenic Byway Frisco-Buxton Pathway Committee asks the Dare County Board of Commissioners to send a Tourism Impact Grant application to the Dare County Tourism Board for \$200,000 in matching funds for the first phase of the project to build 4.41 miles of pathway in Frisco and Buxton.

Board Action Requested

Board of Commissioners send a request for matching funds to the Dare County Tourism Board.

Item Presenter

Mary Helen Goodloe-Murphy, Laura Ertle

**DARE COUNTY TOURISM BOARD
(DBA OUTER BANKS VISITORS BUREAU)
TOURISM IMPACT GRANT APPLICATION**

Name and title of person making application: Robert L. Outten, County Manager, Dare County
Local Government name: Dare County on behalf of Outer Banks National Scenic Byway

Principal place of business: Dare County
Address: P.O. Box 1000, 954 Marshall C. Collins Dr., Manteo, NC 27954
Phone number: Robert L. Outten, County Manager, (252) 475-5811
Barton Grover, Grants & Waterways (252) 475-5628
Email address: outten@darenc.com
barton.grover@darenc.com

Principal place of business: Outer Banks National Scenic Byway Committee for Dare County
Address: 24006 NC 12, P.O. Box 147, Rodanthe, NC 27968
Phone number: Mary Helen Goodloe-Murphy (252) 987-2656
Email address: atmmhgm@aol.com

1. Project Name and Location:

Frisco-Buxton Pathway Project, initial phase, running from Little Grove United Methodist Church at Piney Ridge Road in Frisco to Buxton Back Road opposite Cape Hatteras Secondary School.

2. Amount of Grant Requested: \$200,000 for matching funds
Total Project Cost: \$2,483,800

Amount the Applying Entity is contributing, including any other grants or funding secured:

A grant request has been submitted to National Scenic Byway Program through the North Carolina Department of Transportation for about \$2 million. Grant recipients will be announced this fall. The required match is 20%.

This spring, Dare County Tourism Board committed \$200,000 from its long-term unappropriated grant program in order for the grant application to be submitted. Dare County is now applying for \$200,000 to complete the matching requirement.

The Frisco-Buxton Pathway Committee anticipates raising an estimated \$83,800 to complete this initial phase. Another phase will add pathway to the National Park Service Frisco Bathhouse. A final stage will build pathway from the Cape Hatteras Secondary School to a gas station at the intersection of Buxton Back Road and NC 12.

Funds from the Tourism Impact Grant will be used only for construction.

3. Name of Property Owner and Mortgage-holders (if any):

The pathway project will be located completely within the NC 12 right-of-way of the North Carolina Department of Transportation.

4. Outline the project goals and objectives, including a statement of need:

The Frisco-Buxton Pathway Project will build 4.41 miles of five-foot wide concrete pathway. This initial construction project connects Cape Hatteras Secondary School to residential neighborhoods and businesses along famed NC 12 to Piney Ridge Road and Little Grove United Methodist Church. See the attached map.

A paved pathway in NCDOT's right-of-way and separated from highway pavement will make walking and cycling safer for all along NC 12 in Frisco and Buxton.

The paved pathway builds a transportation option that fosters opportunity for all.

5. Describe how this project is a program or service needed due to the impact of tourism on Dare County.

Dare County with 36,915 residents in 2020 meets the definition of rural. In June, July and August, Dare County hosts a daily population between 225,000 and 300,000.

In 2021, the visitor numbers to the Cape Hatteras National Seashore exploded. America's first national seashore hosted 3,206,056 visits, the first time the seashore recorded more than 3 million visitors in a single year.

Frisco with 795 residents and Buxton with 1,558 residents are bracketed by the national seashore and braced by its ocean and sound beaches. Some portion of those 3.2 million visitors drove through Frisco and Buxton along the scenic byway's NC 12.

The pathways already built in Rodanthe, Waves, Salvo and Avon have vastly increased the safety for walkers and casual cyclists. It is a great pleasure to see a family unit with an adult in front and another one in the back bracketing small children on small bicycles. That would have never happened in the four villages without the paved pathways.

And, instead of speeding past businesses, visitors to these four villages explore businesses and activities and workers have a safe way to get to work places.

The first pathway built on Hatteras Island was along Buxton Back Road, where no extended shoulder exists. Children were riding and walking to school in the middle of the roadway. Now, children can ride safely to get an ice cream cone and get to school. The pathway helps children learn independence and responsibility. The Dare County Tourism Board provided \$100,000 of the \$500,000 required to build that pathway.

That's what the pathway will provide for Frisco and Buxton.

Now, it is not safe to walk or ride a bike on Hatteras Island's NC 12 in Frisco and Buxton. This project will cure that fault along 4.41 miles.

The island's main street in Frisco and Buxton has two 12-foot travel lanes and four feet of pavement outside the white lines.

Drivers use the extended pavement to pass on the right. The four-feet of pavement outside the white line is never swept or edged. The uneven, slanted, wet and soggy shoulders are torn up by tire tracks. They are not safe for walking.

Along this project's route, a section has a speed limit of 45 miles per hour year round. During summer months in a portion of Frisco, the speed limit is adjusted to 35 miles per hour.

From 2010 through 2021, the Traffic Safety Unit in North Carolina's department of transportation reported three accidents involving pedestrians and three involving bicyclists along NC 12 in Frisco and Buxton. It is suspected more accidents go unreported. The 2020 average daily traffic count at an intersection in Buxton and one in Frisco is 7,300 vehicles. Summertime traffic counts seem much higher.

6. Explain how proposed project meets the short/long term master plan for the applying organization/municipality (attach recent master plan approved by governing body).

This project begins the completion of a 2005 plan for paved pathways in Hatteras Island villages along NC 12, the Outer Banks National Scenic Byway. Pathways are already completed in Rodanthe, Waves, Salvo, Avon and Hatteras villages.

Only Frisco and Buxton remain without pathways along the Outer Banks National Scenic Byway.

Again, the overall Frisco-Buxton pathway plan calls for 7.6 miles of a five-foot wide, concrete pathway in the right-of-way of NC 12.

In a community-based planning effort, the Outer Banks Scenic Byway Committee for Dare County developed a conceptual plan for off-the-road pathways for all Hatteras Island villages. The plan was endorsed by Dare County Board of Commissioners Aug. 7, 2006 and by Dare County's Tourism Board on Nov. 15, 2007. The plan was forwarded to North Carolina's Department of Transportation by the Albemarle Regional Planning Organization by action on Dec. 13, 2007.

On Nov. 17, 2008, Dare County Board of Commissioners adopted an updated Corridor Management Plan for the Outer Banks Scenic Byway. The Corridor Management Plan recommends implementing the pathway plan.

7. Project timetable (starting date and duration):

The start of this project depends on federal and state actions. This National Scenic Byway Grant will be awarded this fall. If successful, this project could take a considerable time to start. For example, on April 5, 2010, Dare County and the Scenic Byway submitted an application to build the Rodanthe, Waves, Salvo and Avon pathway. The notice to proceed was dated Feb. 1, 2012, two months shy of two years.

Once notice to proceed is received, estimated time to completion is 18 months. A possible timeline is attached.

8. Attach a copy of the project budget, including all expenses related to the project as well as all funding sources.

See attached as submitted to National Scenic Byway Program.

9. Attach a copy of the Organization's most recent balance sheet.

Not applicable.

10. Dare County and the Outer Banks National Scenic Byway are grateful for the support of the Dare County Tourism Board. We look forward to working with the board and the staff of the Outer Banks Visitors Bureau.

Robert L. Outten
County Manager
County of Dare

Date

Work Plan for Frisco-Buxton Pathway project

Milestone: Establish funding agreement with NC

Start Date: Oct. 3, 2022

Responsible party: NCDOT, County of Dare

Justification: In a public meeting, Dare County Board of Commissioners approve the agreement with the NCDOT and authorize signature by the Board Chairman and County Manager. Receive Notice to Proceed.

Milestone: Visit property owners. Publish Request for Qualifications

Start Date: Nov. 1, 2022

Responsible party: Outer Banks National Scenic Byway Committee and Dare County

Justification: The pathway, which is to be constructed in the NCDOT right-of-way on NC 12, represent change. Committee members will visit with property owners along the pathway to introduce the project, provide contact information and listen to individual concerns. Out-of-town property owners will receive a letter mailed first class. A Request for Qualifications for survey, design, engineering, and construction management will be published by Dare County. Candidate documents will be received by Dare County.

Milestone: Interview candidates. Recommend for Board approval. Negotiate contract.

Start Date: Dec. 15, 2022

Responsible party: Outer Banks National Scenic Byway committee and Dare County

Justification: Committee members and county staff will interview candidates, inviting project leader and survey crew leader to attend. At interview, candidates make presentation. For evaluation purposes, the same questions are asked of each candidate. Recommendation made to Dare Board of Commissioners. Dare County attorney finalizes contract. Submit quarterly report.

Milestone: Survey project area. Prepare preliminary drawings for review

Start Date: Feb. 1, 2023

Responsible party: Contractor and Outer Banks National Scenic Byway Committee

Justification: Contractor surveys 7.8 miles of pathway, prepares preliminary drawings for review. This planning phase presents opportunity for the committee to consider street calming design elements. March 31, submit quarterly report.

Milestone: Review drawings with property owners and the public. Apply for and receive federal and state permits.

Start Date: April 18, 2023

Responsible party: Outer Banks National Scenic Byway Committee and contractor.

Justification: Scenic byway committee and contractor will visit property owners to work out design issues.

Milestone: Prepare and release bid documents. Receive bids. Award project. Sign contracts.

Start Date: June 1, 2023

Responsible party: Contractor and Dare County

Justification: The project's contractor/construction manager will prepare bid documents and solicit and receive bids. County's board of Commissioners will make decision as to contractor. Submit quarterly report.

Milestone: Construction

Start Date: Aug. 1, 2023

Responsible party: Contractor and Outer Banks National Scenic Byway for Dare County.

Justification: Estimate six months of construction. Outer Banks winters are usually mild, permitting concrete pouring. September and December, submit quarterly reports.

Milestone: Closeout project. Hold inaugural event.

Start Date: March 2023

Responsible Party: Outer Banks National Scenic Byway and Dare County

Justification: Dare County will prepare and submit a final project report to NCDOT.

Reimbursement will be requested from Dare County Tourism Board. A pathway inaugural event will be planned and hosted.

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 5,000.00	\$	\$ 5,000.00
2. Land, structures, rights-of-way, appraisals, etc.	\$	\$	\$
3. Relocation expenses and payments	\$	\$	\$
4. Architectural and engineering fees	\$ 295,000.00	\$	\$ 295,000.00
5. Other architectural and engineering fees	\$	\$	\$
6. Project inspection fees	\$ 85,000.00	\$	\$ 85,000.00
7. Site work	\$ 255,000.00	\$	\$ 255,000.00
8. Demolition and removal	\$ 110,000.00	\$	\$ 110,000.00
9. Construction	\$ 1,298,000.00	\$	\$ 1,298,000.00
10. Equipment	\$	\$	\$
11. Miscellaneous	\$ 210,000.00	\$	\$ 210,000.00
12. SUBTOTAL (sum of lines 1-11)	\$ 2,258,000.00	\$	\$ 2,258,000.00
13. Contingencies	\$ 225,800.00	\$	\$ 225,800.00
14. SUBTOTAL	\$ 2,483,800.00	\$	\$ 2,483,800.00
15. Project (program) income	\$	\$	\$
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 2,483,800.00	\$	\$ 2,483,800.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 80 %		\$ 1,987,040.00

Frisco-Buxton Pathway
First Phase
Pathway on Oceanside of NC 12
From Piney Ridge Road in Frisco to
Cape Hatteras Secondary School in Buxton





County of Dare

Office of the Board of Commissioners

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5700

Robert Woodard
Chairman

Wally Overman
Vice Chairman

Rob Ross
Steve House
Jim Tobin
Danny Couch
Ervin Bateman

Robert L. Outten
County Manager / Attorney

Cheryl C. Anby
Clerk to the Board

September 6, 2022

Dare County Tourism Board
One Visitor Center Circle
Manteo, NC 27968

Re: Matching Funds for Frisco-Buxton Pathway Project

Dear Board Members:

On behalf of the Outer Banks National Scenic Byway, the Dare County Board of Commissioners seeks additional matching funds for constructing a portion of the planned pathway in Frisco and Buxton.

Overall, the Frisco-Buxton pathway plan calls for 7.6 miles of a five-foot wide, concrete pathway in the right-of-way of NCDOT NC 12. The completed pathway will run from the National Park Service's Frisco Bathhouse to a filling station at 47237 NC 12 in Buxton. The project end point is across Buxton Back Road from an existing pathway that connects to the entrance to another National Park Service facility, the historic Cape Hatteras Lighthouse.

An application to the National Scenic Byway Program for funding to build 4.41 miles of pathway along NC 12 from Cape Hatteras Secondary School to Piney Ridge Road was submitted.

In April, we asked for a long-term, unappropriated grant of \$200,000 for the first \$1 million phase of the project. You kindly granted that request. Your action enabled the submission of the grant application.

We are now submitting a Tourism Impact Grant application for another \$200,000 to meet the grant requirement for matching funds.

Thank you for your consideration.

Sincerely,

Robert L. Woodard Sr.
Chairman, Dare County Board of Commissioners



October, 2022 Board Meeting

Description

Change the date of the October Board meeting from October 3, 2022, at 9:00 a.m., to October 5, 2022, at 5:00 p.m.

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager



Consent Agenda

Description

See Attached Consent Agenda Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

September 6, 2022

Consent Agenda Summary

- 1. Approval of Minutes (8/1/22 and 8/11/22)**
- 2. Southern Albemarle Association, Annual Meeting Invitation List**
- 3. Update to County Financial Policies**
- 4. NC Governor's Highway Safety Program, Local Government Resolution - Liaison**
- 5. NC Governor's Highway Safety Program, Local Government Resolution - Equipment**
- 6. Community Development Housing Fund Budget Amendment**
- 7. Housing Fund Budget Amendment for State Appropriation**
- 8. Sheriff's Dept. Budget Amendment**
- 9. Resolution - Occupancy Taxes**
- 10. Government Education Access Channels - Attendance Policy**
- 11. Tax Collector's Report**
- 12. Tourism Board Memorandum of Understanding and Easement with Dare for Soundside Boardwalk Improvements**
- 13. Island H Modification Project**
- 14. Health & Human Services, Public Health Division – Breaking Through Task Force- Public Awareness Campaign to Address Community Mental Health Grant**
- 15. DHHS Public Health Division – School Health Team Workforce Funding**
- 16. DHHS Public Health Division – NENCPPH Public Health Workforce Grant**
- 17. DHHS Public Health Division – Communicable Disease Pandemic Recovery Funding**
- 18. Hatteras Island Watermain Replacement Change Order #1**



Approval of Minutes

Description

The Board of Commissioners will review and approve their previous minutes (August 1 and August 11, 2022), which follow this page.

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 p.m., August 1, 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 C. 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 9:03 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. David Morris to share a prayer, and then he led the Pledge of Allegiance to the flag.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

A brief outline of the items mentioned by Chairman Woodard during his opening remarks:

- The 5 on 5 Committee convened last week to meet with Interim Superintendent Steve Blackstock. The BOE members were encouraged to continue Dare County’s high scholastic rankings. Dare was ranked number two among the 100 NC counties in 2019.
- Dare Challenge was expanding their resident facility with a \$2 million project. The funding was a combination of a \$900k grant from the state, \$200k from Dare and \$400k from private donation. He thanked Commissioner Bateman for his work on the project.
- Beach Nourishment projects were being done in Buxton, Nags Head, Kitty Hawk, Southern Shores and Duck. Avon and Kill Devil Hills’ projects were complete. The ability to maintain area beaches were important to Dare’s economic engine.
- Reported Ronnie Sloan, President of The Outer Banks Hospital, had continued work on the resolution of the medical provider issues. There were plans to renovate the Manteo practice with a 2,500 square foot addition which would incorporate additional staff. He cautioned it would take some time. Dr David Worthen began working July 15th and Dr. Erin Baker would arrive in October.
- The Rodanthe Bridge fully opened last Thursday. Commissioner Couch added it was great to travel the full length of the bridge at a steady 55 mph.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- July:** 1) Roxana Ballinger received a 10-year pin.
2) Kristy Wright received a 25-year pin.
August: 3) Kelly Nettnin received a 15-year pin.
4) Ashlee DeWeese received a 20-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH – August, 2022

Olga Roberts, Senior Foreign Language Interpreter, received the Employee of the Month award from Jodi Wyant. Olga was said to be an asset to the Health and Social Services Department as she provides Spanish interpretation for many programs such as WIC, Baby LINKS, and the North Carolina Breast and Cervical Cancer Control Program. She was described as having a “heart for helping people” and was a true patient advocate.

ITEM 4 – PUBLIC COMMENTS

At 10:00 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. There were no comments from Buxton. Following is a summary of all citizen remarks from Manteo:

1. Melissa Gray gave an update of the county’s baseball teams. She stated the average entry fees were \$400 per team and the world series fees were \$1000. She felt hosting a tournament in the area would provide a revenue stream; however, our facilities were run down. Chairman Woodard responded there were assessments made and many upgrades were to be done. There would soon be a MOU in place between the county and the leagues to identify and clarify each party’s responsibilities.
2. Laurie Amatucci, President of Outer Banks SPCA, and Executive Director, Bill Coleman, presented the Trap Neuter Release program which would neuter/spay and provide rabies vaccinations to homeless cats. Feral cats were a health nuisance in many areas. They explained some could be socialized; however, the majority could not. Neutering would help curb the growing numbers. There were currently 200 kittens and cats at the SPCA now. (A full and complete account of the Board’s discussion on this topic is archived and available for viewing at www.darenc.com.)
3. Linda Ledwith, a resident of Nags Head, stated she had been involved with cat trapping and rescue for twenty years in Boston. The TNR program had worked very well there. She stated cats were territorial and it was important to release them to the original areas where they were caught. She suggested the community needed a better education on the problem in order to help curb the area’s cat population.

The County Manager closed Public Comments at 10:29 a.m.

The meeting recessed at 10:29 a.m. and reconvened at 10:39 a.m.

ITEM 5– CAMP EMMANUEL – AMENDMENT TO SUP 3-2009 TO ADD FAMILY LIFE CENTER BUILDING TO EXISTING GROUP DEVELOPMENT (Att. #1)

The applicant, Planning Director and John Delucia were duly sworn by the Clerk. Mr. Gillam provided a summary of the amendment which requested the addition of a new 15,000 sq. foot family life center to be used by the church and summer camp attendees. John Delucia, the project engineer, introduced Pastor Scott Hobbs. Rev. Hobbs thanked the Board for their

consideration of the amendment and stated the building would be a welcome addition to host the large activities held there. The County Manager asked Pastor Hobbs if he agreed to the findings of facts listed in the Amended SUP, the supporting documents on file, and the facts presented by the Planning Director. Pastor Scott Hobbs indicated his agreement. Mr. DeLucia advised they hoped to move quickly on the project; however, there were expected delays with obtaining construction materials.

MOTION

Commissioner Bateman motioned to approve the amendment to SUP#3-2009 and the associated site plan for the proposed addition of a family life center building to the existing group development.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

ITEM 6 – DARE COUNTY HEALTH AND HUMAN SERVICES – PUBLIC HEALTH DIVISION OPIOID SETTLEMENT FUNDS PROPOSAL (Att. #2)

Dr. Sheila Davies provided a presentation to outline the history and process of the \$26 billion settlement with McKesson, Cardinal Health, Amerisource Bergen, and Johnson & Johnson for their part in the opioid epidemic. Pursuant to the Memorandum of Agreement, North Carolina would receive \$750 million of the settlement with 15% going to the state and 85% to the local governments. An eighteen-year payment schedule was presented to the Board which totaled \$3,433,424.00. Each year the Board would receive recommendations on how to utilize the settlement funds. This fiscal year request included \$70k for an overdose response coordinator, \$100k-probation officer, \$30 Naloxone, \$12k Fentanyl testing strips, \$40K awareness campaign, \$125k community initiatives and \$25k Linkage to Care.

MOTION

Vice-Chairman Overman motioned to approve the Opioid Settlement Funds Proposal as presented and authorized the County Manager to sign any necessary budget amendments. Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 7 – A REQUEST TO CLOSE THE PAVED PORTION OF SEAGULL STREET IN RODANTHE (Att. #3)

Mr. Outten explained the property owners of Mirlo Beach Subdivision, Phase Two, wanted to move their properties westward to protect and extend the life of their homes. A public hearing would need to be set for September 6, 2022 to review comments.

MOTION

Commissioner House motioned to adopt a resolution as required by G.S. 153A-241 to schedule a Public Hearing on the matter on September 6, 2022, at 9:00 a.m.

Commissioners Couch and Tobin

VOTE: AYES unanimous

ITEM 8 – PROCLAMATION – CHILD SUPPORT AWARENESS MONTH

A proclamation recognizing August 2022 as “Child Support Awareness Month was presented.

MOTION

Commissioner Tobin motioned to adopt the proclamation.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 9 – RESOLUTION FOR DARE COUNTY TO JOIN THE NORTH CAROLINA INVESTMENT POOL (Att. #4)

Dave Clawson provided a summary to the Board. He explained use of the investment pool would provide the County with (1) slightly higher returns (2) provide additional portfolio diversification (3) and would lower the County's direct credit risk exposure from its commercial paper holdings.

MOTION

Commissioner House motioned to adopt the Resolution for Dare County to Join the NC Investment Pool.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

ITEM 10 – RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NC, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO, DECLARING THE INTENT OF THE COUNTY TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM PROCEEDS THEREOF, AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

Dave Clawson reported to the Board that Sally DeFosse, Andrew & Doug Carter (county financial advisors) and he had met with State Treasurer Debt Management staff regarding the debt issue for these projects. The Debt Management staff had declined to allow the two-year short-term debt to cover the construction period and the issuance of one set of bonds in 2024 upon completion. Their explanation was the concern over "price escalation". The new plan would be three separate bond issuances over two years with the first on the January, 2023. agenda. **No action taken by the Board with this item.**

ITEM 11 – CONSENT AGENDA

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

MOTION

Commissioner Couch motioned to approve the Consent Agenda:

- 1) Approval of Minutes (07.18.22) (Att. #5)
- 2) Tax Collector's Report

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 12 - BOARD APPOINTMENTS

1) Airport Authority

Vice-Chairman Overman motioned to reappoint Charles Davidson, Jack Shea and Fred Newberry for another term.

Commissioner House seconded the motion.

VOTE: AYES unanimous

2) Parks and Recreation Advisory Council

Vice-Chairman Overman motioned to reappoint Dean Simmons, Justin Bateman and Allen Poole and to appoint Megan Vayette to fill the term of Stephanie Moxley.

Commissioner House seconded the motion.

VOTE: AYES unanimous

3) Upcoming Board Appointments

The upcoming Board appointments for August, September and October, 2022 were announced.

ITEM 13 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS

Following is a brief summary of the items mentioned by Commissioners, County Manager, Public Relations Officer and Finance Director during this segment:

Vice-Chairman Overman

- He congratulated the service pin recipients for their cumulative seventy years of dedicated service. He also congratulated Olga Roberts, the employee of the month.
- There was an interest in the installation of a multi-use path, a sidewalk and/or widening of Airport Road. The road was in poor shape and had become a safety concern for pedestrians. There was a NCDOT grant opening in September for a feasibility study for various projects. He requested a Special Board meeting be held on August 9th for public comment and to provide adequate time for NCDOT to prepare a grant request for Airport Road. Several commissioners had conflicts with August 9th and there was a consensus to hold the meeting on August 11, 2022, at 9:00 a.m. Notice would be sent.

Commissioner Bateman

- The “Surfing for Autism” event was July 23 and it was a rewarding experience
- Dare Challenge: The long-range plans would address the expansion for women students. Dare Challenge was having a lag time on steel delivery for the project.

Commissioner Couch

- National Aviation Day would be August 19th at Dare Regional Airport. It was always a great opportunity for locals and visitors to get a public feel for our airport.
- Congratulated the service pin recipients and employee of the month. It was evident their quality work made it easy for department heads and managers to do their jobs.
- He thanked the Chairman for the nourishment project update. The tourists were being understanding. More Beach to Love has been a great campaign.
- Current TV had been sharing the media message for cross-walk education. The expansion of the message would help alleviate the crush of traffic and improve safety

Commissioner Tobin

- Went to Morgan City for a sea trial on “Miss Katie” with Commissioner House and the County Manager. She had received her Certificate of Documentation from the Coast Guard and would be heading this way once a few fine turning repairs were addressed.
- The County had received emergency authorization to dredge the new channel in order to access the navigable span of Basnight Bridge. It would be three weeks before the “Snell” completes its work and then the “Merritt” would be here.

Commissioner House

- Commented the trip to Morgan City to experience the dredge was remarkable.
- Day in history: The Jeep was first introduced in 1941. In 1981, MTV (Music Television) first came on television.
- Announced the dog “Rambo” had found his forever home as he introduced a video with “Finn”, a ten-year old lab offered for adoption at the area’s SPCA.

Commissioner Ross

- On July 20th he addressed the attendees at the GEM (Gentle Expert Memory Care) program entitled, “Navigating the Maze of Eldercare”.
- Recommended the Board add the County’s commitment to our public schools to the list of this year’s legislative goals.
- Requested the Board consider the earlier discussion concerning Dare County’s feral cat problem. (See archived video for full discussion.)

MOTION (As amended)

Commissioner Ross motioned for the board’s approval to support the Dare County Homeless Cat TNR Project with up to and not exceeding \$70k and requested the Outer Banks SPCA coordinate efforts with the appropriate town authorities with independent animal agencies and nonprofits, such as those in Kill Devil Hills and Nags Head.

Commissioners Tobin and Bateman seconded the amended motion.

VOTE: AYES unanimous

MANAGER’S/ATTORNEY’S BUSINESS

County Manager Outten updated the Board on the crosswalk issues discussed at the last meeting. He had received input from the southern villages as to where they felt crosswalks were needed. The information would be provided to NCDOT for their vetting process.

There had been \$800,000 appropriated for lights at First Flight School for the fields. Staff had investigated the cost of artificial turf fields and found it prohibitive with estimates leaning at one million per field. With the prospect of creating three grass fields behind the school, he asked to move forward with utilizing the \$800,000 for lighting the playing fields.

MOTION

Commissioner Couch motioned to move forward with lighting the fields with the \$800,000.

Commissioner Bateman seconded the motion’

VOTE: AYES unanimous

Commissioner Bateman asked if there were some grants available for cleaning the ditches in areas like East Lake and Stumpy Point. Mr. Outten offered the Soil and Water Conservation District had applied for grants and the Stormwater Management Plan would be identifying problem areas and setting priorities. He added NCDOT was responsible for keeping water off the road and did not maintain ditches, but they were willing to work with the County.

Dorothy Hester mentioned they had released cross walk safety videos; however, they would focus on Highway 12 in future videos and expand their messaging tactics. Referencing the earlier presentation regarding the opioid settlement, she commented Robert Outten had served on the panel and had recently received a NACo award.

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

MOTION

Commissioner Ross motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 12:29 p.m., the Board of Commissioners adjourned until 9:00 a.m., September 6, 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 at this meeting are on file in the office of the Clerk.



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS SPECIAL MEETING

Dare County Administration Building, Manteo, NC

9:00 p.m., August 11, 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 C. Anby

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

At 9:02 a.m. Chairman Woodard called to order the Special Meeting with appropriate prior public notice having been given. He invited Commissioner Danny Couch to share a prayer, and then he led the Pledge of Allegiance to the flag.

AIRPORT ROAD BIKE PATH DISCUSSION

At 9:04 a.m. the Manager outlined the procedure for making public comments. Following is a summary of all citizen remarks:

1. Allen Poole provided information regarding the 2015 Comprehensive Transportation Plan and a May 20, 2019 resolution with mention of recommendation of a multi-use path along Airport Road. There was a grant opportunity in September for feasibility studies. He stated there were residents of Airport Road that would not approve of widening the road, a bike path or a multi-use path. He added there were more in favor of it. A feasibility study would bring about at least one public hearing to gauge interest.
2. Larry Warner, the Director of the NC Aquarium on Roanoke Island, acknowledged the concern of safety along the road. Four members of his staff bike along Airport Road for work each day. He stated a walking path would help with safety, especially during special events. The aquarium averaged 1,800-2,000 visitors daily on weekdays and approximately 800-1,500 during the weekend. He supported a study to create a safer environment for those who traveled along Airport Road.
3. Stephen Goodale, a twenty-seven-year resident, appreciated the quality of life the area provided. He supported the addition of a bike path noting it would not be simple. He biked for fitness and applauded the effort to make things safer.

4. Mark McKay, a retired deputy with Dare County, was a twenty-year resident and loved his Airport Road neighborhood. He walked or ran along the road several times a week and stated it had gotten dangerous. He thanked the Board for considering a pathway be added for safety.
5. Denise Goodale stated it had gotten more difficult to bike along the road and it was not safe, especially along the curve near Sunnyside. She recalled an incident when her grandson had gotten hurt during a bike ride. She wanted some “share the road” and public awareness that the road was not solely for cars.
6. Connie Poole shared she had stopped riding her bike on the road a long time ago because it was too dangerous. There were also speed limit issues. She appreciated the Board’s discussion.
7. Gretchen Byrum, NCDOT District Engineer, advised there used to be enhancement funds; but they no longer existed. Craig Midgett and she were not aware of the availability of a grant for feasibility studies. They would follow up and look into methods of quieting the road with a traffic engineer.

After public comments were concluded, the Board began to discuss this item. A full account of the Board’s discussion and action on this item is archived on a video that is available for viewing on the Dare County website. Following is a brief synopsis –

Commissioner Tobin commented the road had multiple issues. It was concrete with no shoulders. He suggested a traffic count be done. Ms. Byrum stated shoulders and drainage would be a major undertaking which gets tricky where residents maintain their frontage.

Vice-Chairman Overman asked if the fact the road was concrete impacted what could be done. Ms. Byrum responded in 2015 a secondary road improvement program had spent \$135,000 repairing some of the road. The size of this project would likely require a STIP process.

Commissioner Bateman offered the entire road needed to be replaced with extended shoulders which included a rumble strip to keep bikers or pedestrians separated. The right of way was 60’ wide, which Ms. Byrum stated in some locations was way up in resident’s frontage.

Chairman Woodard noted it would be difficult to get the numbers to apply for a STIP. Commissioner Ross asked for Gretchen Byrum’s recommendations. She suggested reaching out to legislative representatives and perhaps the NCDOT Division of Bicycle & Pedestrian Unit.

Chairman Woodard suggested the developer could participate with a pathway on his portion and have DOT assist. Mr. Outten responded the developer could not be made to participate. Chairman Woodard proposed the Visitors Bureau could provide matching funds.

Commissioner Couch commented the aquarium had impressive attendance and perhaps deputy enforcement of speed could be enhanced or the speed limit lowered.

Vice-Chairman Overman noted he had received an email from Patricia Raves favoring the installation of a bike path and asked it to be added to the record by reference.

The cost for a path was uncertain as cost for materials had risen, but Ms. Byrum offered to provide follow-up. She added there were inconsistent driveway culverts and the requirement to separate a pathway would drive costs up. If a bike path were added, the flow to the ditch would increase.

Mr. Outten explained there was a county project to remove the culverts where the new houses were being built. The recent low bid also included some other work at the north end for a total of \$413,000. The application for a grant was unsuccessful. He offered we could apply for a grant in the fall; however, that would delay the work for three-four months. There was \$2 million in the Stormwater Fund. He requested guidance on whether to use the funds in total or break it up for three projects. Commissioner Tobin asked if the pipe was substantial enough for the 57 new houses. Mr. Outten advised the engineers' recent studies were to look into moving the water that was coming into the system.

Mr. Outten summarized there had been an easement through several developer lots on Airport Road. The County had agreed to allow the easement to be relocated. It had been discovered it would be necessary to move the culvert to properly connect to the junction box. Additional drainage work was being done on Daphne Lane and nearer to the aquarium. Dustin Peele confirmed the initial project from Stan White's lot to the airport and aquarium was roughly \$207,000. The balance was for the work along Airport to the north.

MOTION

Commissioner Bateman motioned to spend the \$413,000 from the Stormwater Fund and to authorize the County Manager to sign the budget amendment.

Commissioners House seconded the motion.

VOTE: AYES unanimous

Mr. Outten summarized a proposed plan moving forward on Airport Road could include obtaining a better estimate of the cost, looking for funding sources (grants, legislature, Tourism Board) and perhaps the need to conduct the project in phases. The Board could revisit the subject once more information was gathered.

Mary Helen Goodloe explained how they succeeded with the Scenic Byways project through national grants, allocations from the Tourism Board and by raising local funds. She explained the window of opportunity for Tourism Board funds was September. Special tax districting was also a possibility.

Commissioner Couch stated the nearby developer should be brought in to the conversation and perhaps Dominion Power as well. Commissioner House asked what would be the estimated completion of such a project. The response was an approximate \$2 million cost with a minimum of six months to a year for design work and eighteen months to complete. A new road could take three years to construct. Craig Midgett offered that widening a road where there was already a speed issue could invite speed to continue. He added there were some advantages to a narrow road. Commissioner Couch asked if it was advantageous to create a community group. Mr. Outten stated it would be best to have a plan set out first.

Commissioner House suggested there may be possible grants from FAA for airport access. Vice-Chairman Overman agreed it could be argued the airport had historic interest.

Commissioner Tobin advised EJE Dredging Services would be taking possession of Miss Katie today and she would be beginning her trip to Dare County.

MANAGER’S/ATTORNEY’S BUSINESS

County Manager Outten presented the Board with two budget amendments. He explained the issues with Woda Cooper and Coastal Affordable Housing were resolved and the budget amendments would allow moving the funds. Copies of the amendments were provided.

MOTION (as amended)

Vice-Chairman Overman motioned to approve the budget amendment for Woda Cooper’s project and amended to authorize the County Manager to sign an amended agreement. Commissioner Couch seconded the motion’

VOTE: AYES unanimous

MOTION (as amended)

Vice-Chairman Overman motioned to approve the budget amendment for Coastal Affordable Housing project and amended to authorize the County Manager sign the final agreement. Commissioner House seconded the motion’

VOTE: AYES unanimous

Mr. Outten said the owner of the Pioneer Theater had inquired if the County was interested in their building. There was nothing in the Capital Improvement Plan and he needed response from the Board. The Board reached a consensus of disinterest after a brief discussion.

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 10:44 a.m., the Board of Commissioners adjourned until 9:00 a.m., September 6, 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 supporting material are on file in the office of the Clerk.



Southern Albemarle Association, Annual Meeting Invitation List

Description

The Southern Albemarle Association (SAA) is dedicated to the maintenance, enhancement, and advancement of roads, bridges, waterways, and airports in Beaufort, Dare, Hyde, Martin, Tyrrell, and Washington Counties.

The SAA has asked the Board of Commissioners to submit a list of 50 people from Dare County for the SAA to invite to their upcoming annual meeting.

The SAA recommends that the list include elected officials and others that have an interest in our airports, waterways, bridges, ferries, and roadways. The attached invitation list will be submitted to the SAA.

Board Action Requested

Approve Submitting the Invitation List to the Southern Albemarle Association

Item Presenter

Robert Outten, County Manager

Southern Albemarle Association (SAA)

Dare County Invitation List - 2022

50 Dare County names to be invited to the upcoming annual SAA meeting.

The SAA is dedicated to the maintenance, enhancement, and advancement of the roads, bridges, waterways, and airports in Beaufort, Dare, Hyde, Martin, Tyrrell, and Washington Counties.

Board of Commissioners, Elected Officials, and County Staff

1. Robert Woodard, Chairman
2. Wally Overman, Vice-Chairman
3. Ervin Bateman, Commissioner
4. Steve House, Commissioner
5. Rob Ross, Commissioner
6. Jim Tobin, Commissioner
7. Danny Couch, Commissioner

8. Doug Doughtie, Sheriff
9. Cheryl House, Register of Deeds
10. Dean Tolson, Clerk of Court

11. Robert Outten, County Manager
12. Noah Gillam, Planning Director

Dare County Airport Authority

13. David Daniels
14. Stacy Ambrose, Director

Dare County Boatbuilders Foundation

15. John Bayliss, President

Dare County Municipalities – Mayors & Managers

16. Town of Duck – Mayor Don Kingston & Manager
17. Town of Kill Devil Hills – Mayor Ben Sproul & Manager
18. Town of Kitty Hawk – Mayor Graig Garriss & Manager
19. Town of Nags Head – Mayor Ben Cahoon & Manager
20. Town of Manteo – Mayor Bobby Owens & Manager
21. Town of Southern Shores – Mayor Elizabeth Morey & Manager

Dare County Restaurant Association

22. Wes Stepp, President

Dare County Tourism Board

- 23. Chair
- 24. Lee Nettles, Executive Director

National Park Service

- 25. David Hallac, Superintendent, Outer Banks Group

NCDOT Board Member

- 26. Allen Moran

Dare County Waterways Commission

- 27. Michael Flynn
- 28. Ernie Foster
- 29. Kenneth "KP" Scott, III)
- 30. Natalie Perry Kavanagh
- 31. Kermit W. Skinner, Jr.
- 32. Steve Coulter

Oregon Inlet Task Force Advisory Committee

- 33. Mikey Daniels
- 34. Harry Schiffman
- 35. Bob Peele
- 36. Jamie Reibel
- 37. Russ King

Outer Banks Association of REALTORS

- 38. President, Outer Banks Association of REALTORS
- 39. CEO, Willo Kelly

Outer Banks Chamber of Commerce

- 40. Karen Brown, President & CEO
- 41. Chair, Outer Banks Chamber of Commerce

Outer Banks Homebuilders Association

- 42. President, Outer Banks Homebuilders Association

Outer Banks Hotel/Motel Association

- 43. President, Outer Banks Hotel/Motel Association
- 44. Tonia Cohen, Secretary

Outer Banks Scenic Byways

- 45. Mary Helen Goodloe-Murphy

Additional names of Dare County residents participating in the SAA

46. Moon Tillett
47. Jean Tillett
48. Elaine Vann
49. Merlee Austin
50. Fletcher Willey



Update to County Financial Policies

Description

Please see the following Item Summary.

Board Action Requested

Approve policy changes.

Item Presenter

David Clawson, Finance Director

Item Summary: Update to County Financial Policies

There are two updates needed to the County Financial Policies.

The first is to make the North Carolina Investments Pool an eligible investment (approved by the Board on 8/1) by changing the Investments Policy Section XI as follows (red deleted and blue added):

Participating shares in a mutual fund for local government investment, ~~provided that the investments of the fund are limited to those qualifying for investment under~~ per G.S. 1590-30(c)(8) and (10) ~~that said fund is certified by the LGC. (The only such certified fund is the North Carolina Capital Management Trust.).~~

The second change is to reflect a change in Debt Issuance Continuing Disclosure requirements by Changing the Debt Compliance Policy Section VIII.c as follows:

- c. Material event notices required for the incurrence of privately placed debt (direct debt) and the properly redacted debt documents, will be filed within 10 business days of the debt closing.
 - b.i. Requests for proposals for direct debt will require that a draft continuing disclosure notice be provided by the winning proposal with the debt documents.
- e.d. Other mMaterial event notices as required, determined by the County Attorney, ~~or~~ and by bond counsel shall be timely filed.
- d.e. Confirmation of each instance of continuing disclosure shall be filed with the LGC.



*North Carolina Governor's Highway Safety Program (GHSP)
Local Governmental Resolution*

Description

The Dare County Sheriff's Office requests the attached resolution to comply with the award requirements. (This grant is for Law Enforcement Liaison)

Board Action Requested

Approval

Item Presenter

Sheriff J.D. "Doug" Doughtie

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Dare County Sheriff's Office (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that Dare County Board of Commissioners (herein called the "Governing Body")

(The Governing Body of the Agency)

Commissioners has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Dare County Board of Commissioners IN OPEN MEETING ASSEMBLED IN THE CITY OF Manteo, NORTH CAROLINA,

(Governing Body)

THIS 06 th DAY OF September, 20 22, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Edward Jack Scarborough is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 25,000 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.0 as required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

(Name and Title of Representative)

(Federal Dollar Request)

(Local Cash Appropriation)

DONE AND ORDERED in open meeting by _____ (Chairperson/Mayor)

ATTESTED BY _____ (Clerk)

SEAL

DATE September 06, 2022

**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4801)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

- suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or





- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

- incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.
- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.
- 14. Out-of-State Travel.**
- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
- 15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
- (a) **Certifications Required.**
- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.
- 16. Conditions for Local Governmental Agencies.**
- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- 17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.
- 18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.
- 19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.
- 20. Continued Federal and State Funding.**
- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

- appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
- 21. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 22. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
- 23. Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- 24. Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- 25. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
- 26. Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

- to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
 - (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
 - (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.
27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.
28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
 - (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
 - (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.
30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is 6/30/2023.
31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME <i>Edward S. Scarborough</i>	TITLE <i>Deputy Sheriff Captain</i>	ADDRESS <i>Po Box 757 Mantoo NC 27954</i>
SIGNATURE 	DATE <i>7/23/2022</i>	TELEPHONE NUMBER <i>252-475-5705</i>
AGENCY AUTHORIZING OFFICIAL		
NAME <i>Robert Outten</i>	TITLE <i>County Manager</i>	ADDRESS <i>Po Box 1000 Mantoo NC 27954</i>
SIGNATURE	DATE	TELEPHONE NUMBER <i>252-475-5841</i>
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME <i>Jeff Deringer</i>	TITLE <i>Deputy Sheriff Major</i>	ADDRESS <i>Po Box 757 Mantoo NC 27954</i>
SIGNATURE 	DATE <i>08/02/2022</i>	TELEPHONE NUMBER <i>252-475-9176</i>



*North Carolina Governor's Highway Safety Program (GHSP)
Local Governmental Resolution*

Description

The Dare County Sheriff's Office requests the attached resolution to comply with the award requirements. (This grant is for equipment)

Board Action Requested

Approval

Item Presenter

Sheriff J.D. "Doug" Doughtie

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Dare County Sheriff's Office (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that Dare County Board of Commissioners (The Governing Body of the Agency) **Commissioners** (herein called the "Governing Body") has thoroughly considered the problem

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Dare County Board of Commissioners IN OPEN (Governing Body)

MEETING ASSEMBLED IN THE CITY OF Manteo, NORTH CAROLINA,

THIS 06 th DAY OF September, 20 22, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Edward Jack Scarborough (Name and Title of Representative) is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 25,000 (Federal Dollar Request) to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.0 (Local Cash Appropriation) as required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____ (Chairperson/Mayor)

ATTESTED BY _____ (Clerk)

SEAL

DATE September 06, 2022

**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4801)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

- suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or





- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

- incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.
- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.
- 14. Out-of-State Travel.**
- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
- 15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
- (a) **Certifications Required.**
- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.
- 16. Conditions for Local Governmental Agencies.**
- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- 17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.
- 18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.
- 19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.
- 20. Continued Federal and State Funding.**
- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

- appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
23. **Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
26. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

- to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
 - (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
 - (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.
27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.
28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
 - (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
 - (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.
30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is 6/30/2023.
31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME <i>Edward S. Scarborough</i>	TITLE <i>Deputy Sheriff Captain</i>	ADDRESS <i>Po Box 757 Mantoo NC 27954</i>
SIGNATURE 	DATE <i>7/23/2022</i>	TELEPHONE NUMBER <i>252-475-5705</i>
AGENCY AUTHORIZING OFFICIAL		
NAME <i>Robert Outten</i>	TITLE <i>County Manager</i>	ADDRESS <i>Po Box 1000 Mantoo NC 27954</i>
SIGNATURE	DATE	TELEPHONE NUMBER <i>252-475-5841</i>
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME <i>Jeff Deringer</i>	TITLE <i>Deputy Sheriff Major</i>	ADDRESS <i>Po Box 757 Mantoo NC 27954</i>
SIGNATURE 	DATE <i>08/02/2022</i>	TELEPHONE NUMBER <i>252-475-9175</i>



Community Development Housing Fund Budget Amendment

Description

Ratify by readoption the budget amendment for the Community Development Housing Fund for the Woda Cooper housing project, originally adopted on 8/11/2022.

Board Action Requested

Adopt budget amendment.

Item Presenter

David Clawson, Finance Director

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Community Housing Fund					
<u>Revenues:</u>					
Appropriated fund balance	183090	499900	60401	\$9,000,000	
<u>Expenditures:</u>					
Woda Cooper Housing project.	184625	510755	60401	\$9,000,000	

Explanation:

Funds were transferred into the Cmmunity Development Housing Fund during FY 2022 with no budget established. This amendment is to establish a budget for the Woda Cooper Housing Project. This amendment adopted on 8/11/2022 is ratified by the Board on 9/6/2022.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



Housing Fund Budget Amendment for State Appropriation

Description

Ratify by readoption the budget amendment for the Housing Fund for the State appropriation from the FY 2023 State budget of \$35,000,000, originally adopted on 8/11/2022.

Board Action Requested

Adopt budget amendment.

Item Presenter

David Clawson, Finance Director

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Housing Fund					

Revenues:

State budget appropriation Section 24.1 323025 422235 60501 \$35,000,000

Expenditures:

State funded housing projects 324625 510756 60501 \$35,000,000

Explanation:

Appropriation of State funds from State FY 2023 budget, section 24.1.
This amendment is to establish a budget for the Coastal Affordable Housing Project.
This amendment adopted on 8/11/2022 is ratified by the Board on 9/6/2022.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



Budget Amendment

Description

Transfer of revenue funds to Sheriff's Fund

Board Action Requested

Approval

Item Presenter

Sheriff J. D. "Doug" Doughtie

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Sheriff's Office</u>					
<u>Revenues:</u>					
Sheriff Fund	103510	460301	00039	46,141	
<u>Expenditures:</u>					
Sheriff Fund	104510	551000	00039	46,141	

Explanation:

U. S. Treasury payment to Sheriff's Office for drug forfeiture.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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



Resolution - Occupancy Tax Overpayments

Description

Presentation of a resolution to address overpayment of occupancy taxes.

Board Action Requested

Adopt resolution

Item Presenter

Robert Outten, County Manager



Resolution Occupancy Tax Overpayments

WHEREAS, Dare County has received overpayments of occupancy taxes and the North Carolina General Statutes do not provide a process for those who have overpaid to file for a refund; and

WHEREAS, Dare County desires to refund any overpayments for the period within the applicable statute of limitations; and

THEREFORE, BE IT RESOLVED, that the County Manager is, upon verification of any sums overpaid, authorized to refund the County's share of overpaid occupancy taxes for the period within the applicable statute of limitations and to enter any budget amendments as are necessary to accomplish such refund.

Adopted this the 6th day of September, 2022.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



*Government Education Access Channels Operating Committee
Attendance Policy*

Description

The Government Education Access Channels Operating Committee approved the attached attendance policy at their August 24, 2022 meeting.

Board Action Requested

Approve proposed attendance policy

Item Presenter

Dorothy Hester, Master Public Information Officer

Government Access Channels Proposed Attendance Policy

1. Faithful attendance at all meetings of the committee shall be a condition of service. For purposes of this policy, "faithful attendance" at regular meetings of the committee is defined as 75% attendance of all meetings on an annual basis.
2. All candidates for appointment to serve on the committee shall affirm their commitment to faithful attendance consistent with this policy prior to appointment.
3. Any member who is unable to attend any meeting of the committee shall, to the extent practicable, inform the Chairman and/or Channels Manager of their inability to attend and the reason for such, prior to the scheduled meeting. Non-attendance determined by the Chairman to be legitimate (such as illness, death in the family, professional obligations which would result in hardship if canceled, etc.) shall be excused and shall not be considered failure to comply with the provisions of this policy.
4. Any member who consistently fails to comply with the attendance requirements of this policy shall tender his or her resignation to their participating entity and the Chairman of the committee. The participating entity would then be requested to appoint a new representative who is able to meet the attendance policy.



Tax Collector's Report

Description

July 2022 Refunds over \$100
July 2022 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

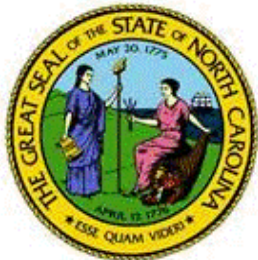
Becky Huff, Tax Collector

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: July **DATE RANGE:** 7/1/2022 - 7/31/2022 **SUBMITTED BY:** Becky Huff

Taxpayer Name	Parcel	Bill Yr	REASON	Refund Amount
HOLTON, CAROL J TTEE	016591000	2012	Overpayment	-255.00
PLANTER, ELLA THE HEIRS OF	025727003	2020	Overpayment	-162.38
TAXPAYER	7176	2020	Occ Taxes paid by VRBO	-294.58
TAXPAYER	7176	2020	Occ Taxes paid by VRBO	-509.76
TAXPAYER	7176	2020	Occ Taxes paid by VRBO	-281.34
TAXPAYER	7176	2020	Occ Taxes paid by VRBO	-237.66
SMITH, ELAINE O	001058119	2021	Overpayment	-3,248.67
BRADLEY, TINA MARIE	016232029	2021	Overpayment	-377.64
DUNCAN, JAMES D	018601019	2021	Overpayment	-1,104.86
STRAWSER, BONNIE W	025143002	2021	Overpayment	-385.86
BRADLEY, TINA MARIE PHD	026082000	2021	Overpayment	-415.40
BRADLEY, TINA MARIE	029588000	2021	Overpayment	-4,541.83
TAXPAYER	7176	2021	Occ Taxes paid by VRBO	-110.65
TAXPAYER	7176	2021	Occ Taxes paid by VRBO	-351.28
TAXPAYER	7176	2021	Occ Taxes paid by VRBO	-625.41
TAXPAYER	7176	2021	Occ Taxes paid by VRBO	-1,389.00
TAXPAYER	7176	2021	Occ Taxes paid by VRBO	-766.44
TAXPAYER	7176	2021	Occ Taxes paid by VRBO	-439.26
TAXPAYER	7176	2021	Occ Taxes paid by VRBO	-207.30
				-15,704.32



North Carolina Vehicle Tax System

NCVTS Pending Refund report

JULY 2022

Payee Name	Address 1	Address 3	Plate Number	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
LENTINI, RICHARD GEORGE	419 W EDEN ST	KILL DEVIL HILLS, NC 27948	KDHSF	C99	Tax	(\$69.02)	\$0.00	(\$69.02)
				T07	Tax	(\$55.15)	\$0.00	(\$55.15)
						Refund		\$124.17
LEWIS, QUINTIN DWIGHT	PO BOX 907	NAGS HEAD, NC 27959	0BX65190	C99	Tax	(\$111.49)	\$0.00	(\$111.49)
				T14	Tax	(\$80.03)	\$0.00	(\$80.03)
				T14MD1	Tax	(\$39.81)	\$0.00	(\$39.81)
				T14MD3	Tax	(\$1.39)	\$0.00	(\$1.39)
		Refund		\$232.72				
SPASARO, PAUL EDWARD	8603 DELLWAY LN	VIENNA, VA 22180	KAR8489	C99	Tax	(\$156.03)	\$0.00	(\$156.03)
				T10	Tax	(\$134.60)	\$0.00	(\$134.60)
		Refund		\$290.63				
							Refund	\$647.52



*Dare County Tourism Board
Memorandum of Understanding and Easement with Dare County
for Soundside Boardwalk Improvements Project*

Description

The Tourism Board co-owns several parcels of land located in South Nags Head, known as Parcel 1 (Forbes Commercial Lots), Parcel 2 (Pamlico Jacks Property) and Parcel 3 (The Dairy Queen Properties). The Board desires to construct boardwalks and gazebos near the shoreline and over certain areas of water. On June 20, 2022, Dare County Board of Commissioners adopted the resolution to sponsor the Soundside Boardwalk Improvements Project. The County must receive an easement over the area where the improvements will be constructed and maintained in order to apply for a PARTF Grant (and perhaps others). A Memorandum of Understanding and proposed Easement follow for consideration.

Board Action Requested

Approve the Memorandum of Understanding and Easement as presented.

Item Presenter

Barton Grover, Grants & Waterways Administrator





Island H Modification Project

Description

See attached Staff Summary

Board Action Requested

Approve Roberson Contracting as the lowest responsible bidder and contractor of choice and authorize the county manager to negotiate and sign a contract

Item Presenter

Barton Grover, Grants & Waterways Administrator

MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS
FROM: Barton Grover
RE: Island H Modification Project

The project location is approximately $\frac{3}{4}$ of a mile east of the entrance to Wanchese Harbor. Island H is a 36-acre confined disposal facility (CDF) currently used by the United States Army Corps of Engineers (USACE) for storing mixed and fine-grained sediments. The Island H CDF has historically been used for the placement of dredged material from Range 14 as well as the channel leading into the Wanchese Seafood Industrial Park (Ranges 14A, 14B, and 14C). The island is owned and managed by the NC Wildlife Resource Commission (NCWRC) and used by the USACE to contain dredged material through a Memorandum of Understanding (MOU) between the two agencies. The work is generally described as a dike embankment modification project that involves raising the elevation of the existing dike embankment that surrounds the CDF to +33 ft NAVD88. Approximately 25,268 cy of material within the northern portion of Island H has been estimated to be needed for constructing the new dike embankment.

USACE will be completing a pipeline project from Wanchese to Oregon Inlet later this year and have stated Dare County must provide capacity for dredged material disposal. The channel from Wanchese Harbor will be dredged to a depth of 12+2 once the Island H modification is complete.

The Board of Commissioners approved the Island H Shallow Draft Navigation Grant application at the March 21, 2022 meeting and approved the Budget Amendment at the June 20th, 2022 meeting. Roberson Contracting LLC submitted the lowest bid, which was within the approved budget.



COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC
4038 MASONBORO LOOP ROAD
WILMINGTON, NC 28409
910-399-1905

August 11, 2022

Barton Grover
Dare County Project Manager
P.O. Box 1000
Manteo, NC 27954

Subject: Island H Dike Embankment Modification Project - Contractor Selection Recommendation

Dear Mr. Grover:

On August 4, 2022, Dare County received 5 bids from contractors in response to its solicitation for bids for the Island H Dike Embankment Modification Project. Attached is a copy of the bid tab sheet for the 5 bids. Roberson Contracting, LLC submitted the lowest bid based on the Base Bid, which totaled six hundred forty-seven thousand four hundred and nine dollars and ⁶⁰/₁₀₀ (\$647,409.60).

Subsequent to the bid opening, Coastal Protection Engineering of North Carolina, Inc. (CPE) has reviewed the complete bid package and determined that Roberson Contracting, LLC is the lowest responsible bidder.

Please feel free to contact me with any questions regarding the bids.

Sincerely,

COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.

A handwritten signature in black ink, appearing to read "Adam Priest".

Adam Priest, P.E.
Project Engineer

CC: Dustin Peele (Dare County)
Matt Dobrowsky (Dare County)
Ken Willson (CPE)

Dare County, North Carolina
 Island II Dike Embankment Modification Project
 Bid Tabulation
 August 4, 2022

Base Bid Items

Salman's
 Hutchell
 B.E. Singleton
 Roberson
 Caroline Mann

Item #	Description	Quantity	Unit of Measure	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
1	Mobilization & Demobilization	1	L.S.	692,173		23,000		225,000		146,000		100,000		
2	Performance and Payment Bond	1	L.S.	59,060		19,550		25,000		12,000		13,000		
3	Island II - Dike Embankment	25,268	C.Y.	50.50	1,274,034	48.00	1,212,864	20.00	505,360	17.20	*436,329.60	24.00	606,432	
4	Island H - Temporary Silt Fence	1	L.S.	40,050		28,906		69,975		29,500		67,000		
5	Island H - Seeding	1	L.S.	101,000		35,700		150,000		25,300		73,000		
Total Base Bid						1,968,317		1,320,020		975,335		649,129.60		859,432

647,409.60

* 434,609.60

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Dare County, NC ("Owner") and Roberson Contracting, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The project is located in Dare County, NC located approximately $\frac{3}{4}$ of a mile east of the entrance to the Wanchese harbor in Roanoke Sound. Island H is a 36-acre confined disposal facility (CDF) currently used by the United States Army Corps of Engineers (USACE) for storing mixed and fine-grained sediments. The Island H CDF has historically been used for the placement of dredged from Manteo (Shallowbag) Bay Range 14 as well as the channel leading into the Wanchese Seafood Industrial Park (Ranges 14A, 14B, and 14C). Surveys conducted by the USACE in April 2020 indicate that the elevation of the existing dike that encircles the outer perimeter of the island varies approximately between +29 ft. and +30 ft. NAVD88. The island is owned and managed by the NC Wildlife Resource Commission (NCWRC) and used by the USACE to contain dredged material through a Memorandum of Understanding (MOU) between the two agencies.

The work is generally described as a dike embankment modification project that involves raising the elevation of the existing dike embankment that surrounds the CDF to +33 ft NAVD88. Approximately 25,268 cy of material within the northern portion of Island H has been estimated to be needed for constructing the new dike embankment based on the April 2020 USACE survey. To do so, earth-moving equipment will be transported via barge to the existing access point previously used during USACE disposal operations located on the northwest corner of the island. Temporary silt fence shall be installed around the outer perimeter of the project area and the footprint of the new dike will be cleared and grubbed. Material will be excavated within the proposed borrow area within the northern portion of the Island H and will be transported to the outer perimeter where it will be placed upon the existing dike and graded to meet the design configuration. The design configuration of the dike embankment includes a 10 ft wide crest with 1V:3H side slopes.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Coastal Protection Engineering of North Carolina, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before January 13, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before February 10, 2023.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$0** for each day that expires after such time until the Work is completed and ready for final payment.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

BASE BID ITEMS

Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1. Mobilization/Demobilization	1	L.S.	\$146,000.00	\$146,000.00
2. Performance and Payment Bond	1	L.S.	\$12,000.00	\$12,000.00
3. Island H – Dike Embankment	25,268	C.Y.	\$17.20	\$434,609.60
4. Island H – Temporary Silt Fence	1	L.S.	\$29,500.00	\$29,500.00
5. Island H - Seeding	1	L.S.	\$25,300.00	\$25,300.00

Total of all Base Bid Prices

\$647,409.60

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on or about the **20th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90** percent of the value of the Work completed (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of

Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon acceptance of post-construction as-built drawings at the lines and grades of the dike embankment template as required by the specifications and contract drawings, final completion, and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest (Deleted)*

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 14 sheets with each sheet bearing the following general title: Island H Dike Embankment Modifications, Dare County, NC.
 - 7. Addenda (numbers 1 to 1, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00300-1 to 00300-8, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 18, inclusive).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

- d. Field Orders.
- e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Owner:

Dare County, NC

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Roberson Contracting, LLC

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:



*Health & Human Services-Public Health Division
Breaking Through Task Force -
Public Awareness Campaign to Address Community Mental Health Grant*

Description

The Public Health Division has received continued funding from the Outer Banks Hospital Grants Program for a public awareness and education campaign for the Breaking Through Task Force to reduce the stigma related to behavioral health and to improve the overall wellness of our community through better access to care, support, improved functioning and promotion of positive mental health. Funding will be used to produce additional videos for the Mental Health Champions Video Series, printing of the Adult Mental Health Workbooks and Resource Guides, and promotional materials.

Board Action Requested

Approve Budget Ammendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u> Health & Human Services-Public Health					
<u>Revenues:</u>					
OBHDC-BTTF/MH Grant	103052	464722	56006	\$7,000	
<u>Expenses:</u>					
Materials/Resources	104600	513323	56006	\$2,350	
Advertising/Promotion	104600	525600	56006	\$2,650	
Printing	104600	525723	56006	\$2,000	

Explanation:

Continued funding for the Breaking Through Task Force- Public Awareness Campaign to Address Community Mental Health. Funding to be used to produce 4 additional videos, create & print adult mental health workbooks and mental health resource guides, and to purchase promotional materials.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

Breaking Through Task Force- Public Awareness Campaign to Address Community Mental Health

2022-2023 Outer Banks Hospital Grants Process

Dare County Department of Health and Human Services - Public Health Division

Dr. Sheila Davies
PO Box 669
109 Exeter St
Manteo, NC 27954

sheila.davies@darenc.com
O: 252-216-0300
F: 252-473-2153

Kelly Nettnin

PO Box 669
109 Exeter St
Manteo, NC 27954

kellyn@darenc.com
O: 252-216-0300
M: 252-216-3030

FollowUp Form

GRANT AGREEMENT

Project and Grant Award Information

Project Title

Breaking Through Task Force- Public Awareness Campaign to Address Community Mental Health

Amount Awarded

\$7,000.00

Decision Date

06/01/2022

Contract

Terms of Payment

This grant will be paid after it has been certified that:

- The balance of all funds necessary for the first year of the program is available, and the grantee is committed to covering budget shortfalls resulting from operations, as well as providing a remittance to Vidant Health for excess funds that may remain after the grant period has expired.
- If, during the course of the year, there are any significant changes to the program’s purpose, work plan, or financing, the grantee will immediately notify staff of the Vidant Health Community Benefit Grants Program.
- A report on the activities and expenditures of the program will be submitted each six months.
- If a random audit identifies that grant funds were not used appropriately, the recipient shall immediately repay the entire amount of such grant to Vidant Health.
- A statement that the total amount of the appropriation has been spent for the purpose stated above, and that the funds have been used for tax-exempt purposes only, will be signed upon completion of the program as set forth in the original application.
- The organization continues to have a tax-exempt status under the Internal Revenue Code, during the project period and for six months thereafter.
- If the recipient fails to comply with any of the Terms of Payment stated herein, the recipient shall immediately repay the entire amount of such grant to the Vidant Health.

- Vidant Health will be acknowledged for grant funding through literature, publications, newsletters, and events that are related to the funded project.
- If you are a Covered Entity for HIPAA purposes, (a health plan, health care provider or a health care clearinghouse that bills electronically) you must be in compliance with those rules to receive funding.

Confirmation

Name*

Kelly Nettin

Date*

08/08/2022

Breaking Through Task Force- Public Awareness Campaign to Address Community Mental Health

2022-2023 Outer Banks Hospital Grants Process

Dare County Department of Health and Human Services - Public Health Division

Dr. Sheila Davies
PO Box 669
109 Exeter St
Manteo, NC 27954

sheila.davies@darenc.com
O: 252-216-0300
F: 252-473-2153

Kelly Nettnin

PO Box 669
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Manteo, NC 27954

kellyn@darenc.com
O: 252-216-0300
M: 252-216-3030

Application Form

Project Title*

Breaking Through Task Force- Public Awareness Campaign to Address Community Mental Health

Amount Requested*

Total dollar amount being requested from Vidant Health Community Benefit Grants Program to carry out the work of your project/program.

\$7,000.00

Community Benefit Focus Area*

Behavioral Health

Project/Program Description*

Summarize the intent and work of your program/project in one paragraph.

We are requesting continued funding for the Breaking Through Task Force's (BTTF) work to reduce the stigma related to behavioral health. Our goal is to improve the overall wellness of our community through better access to care, support, improved functioning and promotion of positive mental health.

During the 2016 Community Health Assessment (CHA), Healthy Carolinians of the Outer Banks (HCOB) determined that stigma, along with lack of education were the two biggest issues that impede individuals from seeking help for mental health concerns. The BTTF was established to address stigma through community and education efforts. These concerns were echoed in the 2019 and 2021 CHA process. Furthermore, it was noted that community members did not know where to get help for mental health concerns.

Organization Mission*

State your organization's Mission, and how the proposed project fits your mission.

The Dare County Department of Health & Human Services (DCDHHS) is committed to meeting the evolving health & social needs of our community. The 2016 & 2019 CHAs identified mental health as an evolving need in our community due to high suicide rates and alarmingly high response rates on surveys and focus groups pertaining to both mental health and substance use. The 2021 CHA identified mental health as the #1 community health priority. As a result of the 2016 CHA, HCOB formed BTTF to address stigma related to behavioral health issues and increase access to care through educating the community about treatment options. DCDHHS started the HCOB Partnership in the early 2000's and has remained one of two leading agencies in the partnership since. Since its inception, DCDHHS has served as the fiscal agent for HCOB in addition to staff having roles essential to the success of the partnership. One staff person serves as the CHA coordinator and another coordinates the partnership.

Estimated # of People to be Served*

25000

Estimated # of People to be Served That Will Be Financially Needy*

10000

Organization & Program Information

Organization Background*

Briefly summarize the organization's background and significant accomplishments.

The HCOB, is a product of DCDHHS' Healthy Carolinians Initiative, which was a state-wide effort that encouraged local public health departments to identify priority health issues and create or support coalitions and collaborative efforts that address them within their county. While the State of North Carolina no longer provides funds associated with HCOB, the partnership has continued to address health priorities with little to no funding, which further highlights the community partnership that supports HCOB and their initiatives.

Since 2001, HCOB has a long list of accomplishments which has included larger milepost markers to decrease motor vehicle injuries, increase resources for flu vaccination, the development of the Community Care Clinic of Dare, Miles of Smiles Mobile Dental Services for Children, Dare County's Missions of Mercy Dental Clinic, Dare CASA, New Horizons/PORT Health Services, and Dare Respite Care.

Project/Program Description:*

Define the problem or *identified community need* that your project or program will address.

Note: Community Benefit programs address identified community needs; how was this need identified? (i.e., Community Health Needs Assessment, Behavioral Risk Factor Surveillance Survey, County Health Rankings, State Health Statistics, Healthy People 2020, Healthy Carolinians, etc.)

Since early 2000, the Dare County's Community Health Assessment has noted substance abuse and mental health as a consistent concern in the community. The 2016 & 2019 CHA process led the HCOB to also recognize them as two of three main health concerns of which to focus on for the next three years. Additionally, mental health aligns with two health indicators in Healthy North Carolina 2030.

Project Objectives*

List the objectives of your project or program and indicate what measurable changes and benefits will result.

Objective 1. Provide education to the general public on mental health concerns
Change/Benefit: Decrease stigma

Objective 2. Link people who are living with mental health concerns to education and resources available
Change/Benefit: Public awareness of resources, more individuals seeking treatment and early intervention

Objective 3. Connect care takers of individuals with mental health concerns to education and resources to ensure their own well-being

Change/Benefit: Caretakers who are mentally well are able to provide most appropriate level of care for their loved ones

Objective 4. Provide education on resources to the general public that may not have access or the ability to seek information online or struggle with healthcare navigation and literacy

Change/Benefit: Decreased barriers to treatment which can be created by individuals with lower reading levels and technological accessibility issues

Objective 5. Provide tools for community members to use to promote positive mental health and to safely intervene in high risk situations

Change/Benefit: Less emergency department visits for mental health emergencies, increased access to early intervention and treatment services

Objective 6. Reduce the number of suicides in Dare County

Change/Benefit: Public awareness of warning signs of suicide, leading to increased early intervention and treatment

Strategies*

Describe the strategies/interventions/activities you will use to accomplish these objectives. Include timeline information with estimated completion dates. (If there is not enough room in the space allocated, you may attach a separate sheet with a timeline.)

Product 1: Chalk about Mental Health- The BTTF will present a proclamation to the Board of Commissioners to have September declared as Suicide Prevention Awareness Month in Dare County. Participants will be provided sidewalk chalk to create art and spread messages of hope, support, and encouragement in public areas.

Product 2: Mental Health Champions Video Series- Educational videos featuring mental health champions will continue to be created and disseminated. Four additional videos will be published with aims to educate & reduce stigma associated with mental health concerns. Each video will have a link for BTTF website where citizens can gain additional information and resources.

Product 3: Adult Mental Health Workbook- An Adult Mental health Workbook will be created containing journaling activities, calming activities, grounding techniques & educational handouts to help people engage in self-reflection, examine their thoughts and feelings, learn new skills, and explore ways to lead healthier, happier lives.

Product 4: Website & Marketing- The website will have resources for individuals living with mental health concerns and caregivers. Plans to establish the members only section of the website were delayed due to COVID-19 which will now be established in fall 2020. Funding will also be used to purchase promotional materials with the web address on them. BTTF will have giveaways to participate in community outreach events to promote the website and other materials created.

Product 5: Mental Health Resources Guides- Additional copies of the Mental health Resource Guide will be printed. In efforts to reach individuals who may have limited literacy or access to the internet, guides will be placed in a variety of locations these individuals may frequent.

Product 6: Mental Health First Aid- Continue to offer Youth Mental Health First Aid and provide a minimum of 3 classes a year.

Metrics*

Please download, complete the upload the Objectives/Activities/Outcome Measure sheet

BTTF GLM Application Objectives Form-Grant 2022.pdf

Project or Program Financial Information

Project/Program Budget*

Download, complete and upload the Project Budget form in the area below.

BTTF-Expenses-Revenue-Form (2022-2023 Application).pdf

Other support*

List the names of other organizations, both public and private, to which you have also applied for support of this specific program. Include the amount you requested and the status of your request (pending, approved, not approved) and date.

- Dare Education Foundation - January 2019 - not approved
- National Council for Behavioral Health - October 2018 - not approved
- Vidant Community Benefit Grant Program - March 2019 - \$7,500 received
- Vidant Community Benefit Grant Program - March 2020 - \$7,000 received
- Vidant Community Benefit Grant Program - March 2021 - \$7,000 received
- North Carolina PTA Youth Mental Health First Aid Train-the-trainer Scholarship - Summer 2019 - two staff trained approximate value \$5,000 received

Letter(s) of Support

If the program you are applying for includes a working partnership with another organization to carry out the work of the project, you must include a letter of support from the partnering organization(s) that describes the support they will be providing. Their letter(s) of support should confirm their commitment to provide the services that you describe in your grant application.

Note: If you have multiple letters to upload please combine them into one file by using a scanner or the Fax to File tool in the left navigation list prior to uploading.

Sustainability*

How do you plan to continue this project/program once the grant period expires?

These strategies will add to the foundation for mental health programming for years to come that was established with the last Community Benefit grant. Many of the items will already be created and paid for, so there will not be recurring costs. When funding is necessary, the BTTF will provide in-kind staffing and solutions. The BTTF will continue to be diligent to seek out additional funding opportunities to pay the low costs associated with yearly website upkeep and marketing opportunities. NC Public Health's Healthy Communities initiative allows funding to be used for suicide prevention programs. Some of these funds could be applied to providing continued programming. We will be able to continue this project once the grant expires, by dedicating the trained staff members to continue to provide Mental Health First Aid classes. We will offer these classes for free, however, depending upon funding, participants may have to purchase their student manual for the training.

Organization's fiscal year*

From (mm-dd-yy) to (mm-dd-yy)

07-01-2022 to 06-30-2023

Project budget*

From (mm-dd-yy) to (mm-dd-yy)

07-01-2022 to 06-30-2023



Public Awareness Campaign to Address Community Mental Health

Objective	Activity	Outcome Measures
Provide education to the general public on mental health concerns	Mental Health Champions video series Adult Mental Health Workbook Website Mental Health Resource Guide	Number videos created FaceBook analytics Number of workbooks given out Number of website page views Number of Mental Health Resource Guides given out
Link people who are living with mental health concerns to education and resources available	Resources section on website Adult Mental Health Workbook Mental Health Resource Guide	Number of page views Number of workbooks given out Number of Mental Health Resource Guides given out
Connect care takers of individuals with mental health concerns to education and resources to ensure their own wellbeing	Establish members only section of webpage Adult Mental Health Workbook	Number of members Number of Mental Health Resource Guides given out
Provide education on resources to the general public that may not have access or the ability to seek information online or struggle with healthcare navigation and literacy	Attend community outreach events and fairs to promote the website and other resources	Number of outreach events and fairs attended Locations of Resource Guides Number of Resource Guides provided
Provide tools for community members to use to safely intervene in high risk situations	Provide the evidence-based curriculum Mental Health First Aid for adults and youth to professionals and community members free-of-charge	Number of trainings hosted Number of individuals trained
Reduce the number of emergency department visits for mental health concerns	All activities mentioned previously will achieve this objective	Number of ED visits for suicidal ideation in Dare County

Reduce the number of suicides in Dare County	All activities mentioned previously will achieve this objective	Deaths- Suicides Deaths- Mental, Behavioral and Neurodevelopmental Disorders
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Develop a complete project or program budget, including income and expenses for the period you are requesting funds.

Expenses: If you need to summarize on this page because of space limitations, please enclose a budget detail with your application to support the summary.

Income: List all funding sources contributing to this project, including in-kind contributions from your organization and all agencies collaborating on this project.

Please Note: Totals for Income and Expense columns must balance. i.e., your program expenses column total should equal the same dollar amount as your program revenue sources column total.

Program Expenses (by category)		Program Revenue (by sources)	
Supplies/Materials	\$ 2,350	The Outer Banks Hospital	
Printing	\$ 2,000	Development Council	\$ 7,000
Promotion	\$ 2,650	Dare County	\$ 13,150
In-Kind			
Salary/Benefits	\$ 13,150		
Total Expenses	\$20,150	Total Revenue	\$20,150

Submission Signatures and Attestation of Information:

The information provided in this proposal is accurate and complete. I am responsible for the implementation of activities proposed in this funding request, and am a key point of contact for questions about this proposal:

Kelly Nettnin

Communications Specialist

Printed or Typed Name of Primary Contact for Grant Requesting Organization


Title


Signature

2/4/2022
Date

Sheila F. Davies
Printed or Typed Name of Chief Executive Officer, Requesting Organization

Director
Title


Signature

2/4/22
Date

Tim Shearin
Typed name of President/Chair, Board of Directors

Chairman, Board of Directors
Title


Signature

02/09/2022
Date



DHHS Public Health Division - School Health Team Workforce Funding

Description

The Public Health Division has been awarded funding from NC Division of Public Health for School Health Team Workforce. This funding is to be used to strengthen & maintain a strong & inclusive school health team to provide services to students; training & professional development other workforce capacity building as needed and allowable.

Board Action Requested

Approve Budget Amendment

Item Presenter

NA

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department: Health & Human Services-Public Health					
<u>Revenues:</u>					
St & Fed-School Health Workforce	103027	424225	53513	\$46,294	
<u>Expenses:</u>					
Salaries	104600	500200	53513	\$25,969	
FICA	104600	500300	53513	\$1,987	
Retirement	104600	500400	53513	\$1,597	
Health Ins	104600	500500	53513	\$4,347	
401K	104600	500601	53513	\$394	
Operating	104600	513400	53513	\$12,000	

Explanation:

State funding for school health team workforce. Funding to cover a part-time temporary school nurse, existing school nurse and to purchase ipads for each school nurse.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

Division of Public Health Agreement Addendum FY 22-23

Dare County Department of Health &
Human Services - Public Health Division
Local Health Department Legal Name

620 ARPA COVID-19 School
Health Team Workforce
Activity Number and Description

06/01/2022 – 05/31/2023
Service Period

07/01/2022 – 06/30/2023
Payment Period

Original Agreement Addendum
 Agreement Addendum Revision # _____

Women's & Children's Health/Children & Youth
DPH Section / Branch Name

Jenifer Simone, 919-218-1095
Jenifer.simone@dhhs.nc.gov
DPH Program Contact

(name, phone number, and email)

DPH Program Signature _____ **Date** _____
(only required for a negotiable agreement addendum)

I. Background:

On March 11, 2021, the President signed into law the American Rescue Plan Act (ARPA) of 2021 (P.L. 117-2). ARPA provides additional relief to address the continued impact of the Coronavirus Disease 2019 (COVID-19) pandemic on the economy; public health; state, tribal, local, and territorial (STLT) governments; individuals; and businesses. Under ARPA, the Centers for Disease Control and Prevention (CDC) activated CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response¹ to support public health response to COVID-19. Funds from this act were designated to recruit, hire, establish, expand, train, and sustain a public health workforce, which includes school nurses and other school health professionals. Recipients will operate under a two-year budget process in order to allow time to develop solutions for a more sustained public health workforce.

School health is a recognized component of the public health effort for the school aged population. Public health and education are necessary partners in the operation of safe and healthy schools. Efforts should be taken to foster, grow and maintain the tie between public health and education in support of both COVID-19 response programs and other activities that improve population and individual health for students and school staff. In support of sustainable school health/public health programs, 25% of the state funds awarded for public health workforce development are designated to support school-based health program workforce development.

¹ <https://www.cdc.gov/cpr/readiness/funding-crisis.htm>



Health Director Signature (use blue ink)

7/20/22

Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: <u>Debbie Dutton</u>	
	Phone number with area code: <u>252.475.9366</u>	
	Email address: <u>debbie.dutton@darenc.com</u>	

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2020

II. Purpose:

This Agreement Addendum provides temporary funding for the Local Health Department (LHD) to strengthen and maintain a strong and inclusive school health team (e.g., school nurse, health educator, school mental health professional, school social worker, and other school health-serving positions) to provide services to students; training and professional development for school health professionals; and other school health workforce capacity building measures as needed and allowable.

People in these positions will serve as members of a school-based health team, collaborating with local school health programs to provide COVID-19 response, recovery, and resiliency support in schools. These people will contribute to strengthening school health as part of a local health system ready for the next public health challenge. To achieve this, the LHD may apply these funds to support positions, training, or other capacity-building investments.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Support the employment of one or more school health team workforce positions (e.g., school nurse, school social worker, health educator, mental health professional). Supporting positions may include supplementing the salaries of current positions to improve retention, recruiting, creating, and hiring of new student serving positions to fill gaps in the school-based health team, and/or contracting for positions to fill gaps in the school-based health team to provide and support other school health program activities that foster healthy students who are in school and ready to learn.
 - a. Establish position descriptions for the positions consistent with licensure requirements for the position, current position descriptions on the school-based health team, and professional requirements and standards of practice. In addition to position specific work expectations, descriptions should include:
 1. COVID-19 response and recovery related engagement in student and school health/public health efforts consistent with position type supported.
 2. The provision and support of other school health program activities that foster healthy students who are in school and ready to learn.
 3. Describing how the position contributes to a strong and inclusive school health workforce.
2. Support training and professional development opportunities for school health professionals and school faculty to strengthen the capacity of the school health workforce and ensure an inclusive and supportive professional environment. Descriptions of planned training and professional development investments should include:
 - a. How the investment relates to efforts to respond to or recover from COVID-19, including preparedness for future public health events
 - b. How the investment contributes to building a strong and inclusive school health workforce.
3. Make investments as needed to build school health workforce capacity (i.e., systems for managing data, technical assistance, or consulting contracts) to amplify the capacity of school health teams, such as removing barriers to services for students, improving efficiency and cohesiveness of team members, and supporting quality improvement activities. Provide descriptions of any capacity building investments, addressing the following:
 - a. How the investment relates to efforts to respond to or recover from COVID-19, including preparedness for future public health events
 - b. How the investment contributes to building a strong and inclusive school health workforce.

4. Adhere to the following service quality measures:
 - a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing or licensing agency of the position type. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
 - b. Services are provided in a culturally sensitive manner.
 - c. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

IV. Performance Measures/Reporting Requirements:

1. Performance Measures

- a. Hiring
 1. Supplement, employ, or contract for the employment of one or more school health team workforce positions.
 2. Upload job descriptions of all team members supported in full or in part with these funds into the Smartsheet Dashboard. (The URL is listed in Paragraph 2).
 3. Report on demographics of applicants and newly hired employees in Smartsheet Dashboard.
- b. Training
 1. Create, organize, or expand access to trainings that enhance the capacity toward strengthening the school health workforce.
 2. Upload training description and attendee data supported in full or in part with these funds into the Smartsheet Dashboard.
- c. Other capacity building investments:
 1. Reduce barriers and demonstrate how the investment improves school health workforce staff capability.
 2. Provide ease of reporting for school health team activities and services provided. Upload investment area description supported in full or in part with these funds into the Smartsheet Dashboard.

2. Reporting Requirements

Complete the following reports via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>. All of the due dates for these reports are posted on the Smartsheet dashboard.

- a. **Monthly Financial Reports:** The monthly financial reports will report on the prior month. The reports will be monthly, starting with the June 2022 report, which is due by July 22, 2022.
- b. **Quarterly Performance Reports:** These will report about the prior quarter's progress on implementing the Agreement Addendum's required hiring of positions. The first progress report is due on October 24, 2022 and it must include an estimated timeline for completion of this

Agreement Addendum's FY 22-23 deliverables. The quarterly periods for these progress reports are defined as:

- June – September 2022 (4 months)
- October – December 2022 (3 months)
- January – March 2023 (3 months)
- April – May 2023 (2 months)

Each Quarterly Performance Report shall note whether LHD intends to hire the position directly, subcontract with a Community-Based Organization (e.g., a professional temporary employment agency) to fulfill the function, otherwise contract the position, or other. Other information provided by each report is to include:

1. Overall Goal and actual number of positions hired, both full time and part time. Race and ethnicity for applicants and actual staff hired shall be entered into Smartsheet according to CDC accepted protocol for race, ethnicity and gender including metrics on number of successful hires in relation to hiring goals.
2. Hiring activity type: direct hire, community-based organization hire, contracted hire, other.
3. Types of positions hired: If school nurse or school nurse extender positions are employed, activities provided by these positions shall be reported on the 2022-23 North Carolina Annual School Health and Charter School Health Surveys in December 2022 and June 2023. The link to this report will be provided by the Regional School Health Nurse Consultant (RSHNC).
4. Locations/school assignments of positions hired.
5. The due dates are posted on the Smartsheet dashboard.

V. Performance Monitoring and Quality Assurance:

1. The Children and Youth Branch will monitor the Local Health Department's performance according to the following plan:
 - a. The RSHNC will review Smartsheet financial reports and Aid-to-Counties draw-down reports to ensure that funds are spent according to allowable use on a monthly basis.
 - b. The RSHNC will monitor recruitment and hiring through Quarterly Performance Reports including review of position descriptions uploaded to Smartsheet.
 - c. The RSHNC will maintain regular contact (email, phone, and on-site) with the Local Health Department to review progress on contract deliverables at least quarterly.
 - d. Deliverables, as outlined in this Agreement Addendum, will also be monitored via reported data provided through the 2022-23 North Carolina Annual School Health and Charter School Health Surveys in December 2022 and June 2023.
 - e. An annual monitoring report will be completed by the DPH program staff (RSHNC) at the end of the year (May 2023), and a copy made available to the Local Health Director.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with *2 CFR §200.331 – Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in

- the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
- b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Allowable uses of funds include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce to the extent these are not included in indirect costs.
 3. Maintain all receipts and invoices for drawdowns that support the allowable use expenses which include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce.
 4. Seek prior approval from DPH program staff for any expenditure that is not consistent with allowable uses listed.
 5. As the LHD is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] the LHD agrees as applicable to the award, to:
 - a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
 - b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation);
 - c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.
 - d. Consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through NC DHHS, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing.

- e. This award is contingent upon agreement by the subrecipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.
2. In addition to their local procurement rules/policies, the LHD shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:
 - a. Federal Uniform Administrative Requirements for Procurement, 45 CFR Part 75 §75.327-335, https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75_1326
 - b. Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement contracts: https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii
 3. Unallowable costs:
 - a. Research
 - b. Clinical Care
 - c. Publicity and propaganda (lobbying):
 1. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 2. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:
https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
 - d. All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

FY23 - FAS
federal award
supplement

Activity Nbr + Name: **620** **ARPA School Health Team Workforce**
 FAS Nbr + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.
 CFDA Nbr + Name: **93.354** Public Health Emergency Response: Public Health Crisis Reponse
 IDC rate: n/a FAIN: **NU90TP922192** Is award R&D?: **no** Fed awd's total amt: \$ **62,340,758**
 Fed award project description: **Cooperative Agreement for Emergency Resonse: Public Health Crisis and Prevention**
 Fed awd date + awarding agency: **05-19-21** **HHS, Centers for Disease Control and Prevention**

Subrecipient	Subrecipient UEI	Subrecipient DUNS	Funds from the federal grant listed above	For the entire Activity, the of all total federal funds
Alamance	MBM7W225N3W8	965194483	\$ 215,614	\$ 215,614
Albemarle	WAAVS51PNMK3	130537822	\$ 668,845	\$ 668,845
Alexander	XVEEJSNY7UX9	030495105	\$ 89,668	\$ 89,668
Anson	PK8UYTSNJCC3	847163029	\$ 134,542	\$ 134,542
Appalachian	CD7BFHB8W539	780131541	\$ 203,860	\$ 203,860
Beaufort	RN1SXF4DLXN6	091567776	\$ 95,352	\$ 95,352
Bladen	TLCTJWDJH1H9	084171628	\$ 152,727	\$ 152,727
Brunswick	MJBMXLN9NJT5	091571349	\$ -	\$ -
Buncombe	W5TCDKMLHE69	879203560	\$ 202,174	\$ 202,174
Burke	G855APCNL591	883321205	\$ 168,001	\$ 168,001
Cabarrus	RXDXNEJKJFU7	143408289	\$ 276,598	\$ 276,598
Caldwell	HL4FGNJNGE97	948113402	\$ 120,758	\$ 120,758
Carteret	UC6WJ2MQMJS8	058735804	\$ 87,009	\$ 87,009
Caswell	JDJ7Y7CGYC86	077846053	\$ 70,021	\$ 70,021
Catawba	GYUNA9W1NFM1	083677138	\$ 159,363	\$ 159,363
Chatham	KE57QE2GV5F1	131356607	\$ 100,623	\$ 100,623
Cherokee	DCEGK6HA11M5	130705072	\$ -	\$ -
Clay	HYKLVQVNLXK7	145058231	\$ 30,338	\$ 30,338
Cleveland	UWMUYPVL483	879924850	\$ 112,741	\$ 112,741
Columbus	V1UAJ4L87WQ7	040040016	\$ 168,551	\$ 168,551
Craven	LTZ2U8LZQ214	091564294	\$ 168,471	\$ 168,471
Cumberland	HALND8WJ3GW4	123914376	\$ 383,842	\$ 383,842
Dare	ELV6JGB11QK6	082358631	\$ 46,294	\$ 46,294
Davidson	C9P5MDJC7KY7	077839744	\$ 206,123	\$ 206,123
Davie	L8WBGHLHZV239	076526651	\$ 82,730	\$ 82,730
Duplin	KZN4GK5262K3	095124798	\$ 195,240	\$ 195,240
Durham	LJ5BA6U2HLM7	088564075	\$ 262,706	\$ 262,706
Edgecombe	MAN4LX44AD17	093125375	\$ 163,995	\$ 163,995
Foothills	NGTEF2MQ8LL4	782359004	\$ 236,824	\$ 236,824
Forsyth	V6BGVQ67YPY5	105316439	\$ 380,910	\$ 380,910
Franklin	FFKTRQCNN143	084168632	\$ 106,892	\$ 106,892
Gaston	QKY9R8A8D5J6	071062186	\$ 235,245	\$ 235,245
Graham	L8MAVKQJTYN7	020952383	\$ 70,901	\$ 70,901
Granville-Vance	MGQJKK22EJB3	063347626	\$ 277,774	\$ 277,774
Greene	VCU5LD71N9U3	091564591	\$ 164,892	\$ 164,892
Guilford	YBEQWGFJPMJ3	071563613	\$ 473,213	\$ 473,213
Halifax	MRL8MYNJJ3Y5	014305957	\$ 157,660	\$ 157,660
Harnett	JBDCD9V41BX7	091565986	\$ 120,328	\$ 120,328
Haywood	DQHZEVAV95G5	070620232	\$ -	\$ -
Henderson	TG5AR81JLFQ5	085021470	\$ -	\$ -
Hoke	C1GWSADARX51	091563643	\$ -	\$ -
Hyde	T2RSYN36NN64	832526243	\$ -	\$ -
Iredell	XTNRLKJLA4S9	074504507	\$ -	\$ -

FY23 - FAS
federal award
supplement

Activity Nbr + Name: **620**

ARPA School Health Team Workforce

FAS Nbr + Reason: **1**

This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

CFDA Nbr + Name: **93.354**

Public Health Emergency Response: Public Health Crisis Reponse

IDC rate: n/a

FAIN: **NU90TP922192**

Is award R&D?: **NO**

Fed awd's total amt: \$ **62,340,758**

Fed award project description: Cooperative Agreement for Emergency Resonse: Public Health Crisis and Prevention

Fed awd date + awarding agency: 05-19-21 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient UEI	Subrecipient DUNS	Funds from the federal grant listed above	For the entire Activity, the of all total federal funds
Jackson	X7YWWY6ZP574	019728518	\$ 76,659	\$ 76,659
Johnston	SYGAGEFDHYR7	097599104	\$ 266,415	\$ 266,415
Jones	HE3NNNUE27M7	095116935	\$ 114,931	\$ 114,931
Lee	F6A8UC99JWJ5	067439703	\$ 157,465	\$ 157,465
Lenoir	QKUFL37VPGH6	042789748	\$ 191,823	\$ 191,823
Lincoln	UGGQGSSKBGJ5	086869336	\$ -	\$ -
Macon	LLPJBC6N2LL3	070626825	\$ 60,536	\$ 60,536
Madison	YQ96F8BJYTJ9	831052873	\$ -	\$ -
MTW	ZKK5GNRNBBY6	087204173	\$ 316,935	\$ 316,935
Mecklenburg	EZ15XL6BMM68	074498353	\$ 865,611	\$ 865,611
Montgomery	E78ZAJM3BFL3	025384603	\$ -	\$ -
Moore	HFNSK95FS7Z8	050988146	\$ -	\$ -
Nash	NF58K566HQM7	050425677	\$ -	\$ -
New Hanover	F7TLT2GMEJE1	040029563	\$ -	\$ -
Northampton	CRA2KCAL8BA4	097594477	\$ -	\$ -
Onslow	EGE7NBXW5JS6	172663270	\$ 225,924	\$ 225,924
Orange	GFFMCW9XDA53	091575191	\$ 164,360	\$ 164,360
Pamlico	FT59QFEAU344	097600456	\$ 84,537	\$ 84,537
Pender	T11BE678U9P5	100955413	\$ 104,598	\$ 104,598
Person	FQ8LFJGMABJ4	091563718	\$ 108,006	\$ 108,006
Pitt	VZNPMLFT5R6	080889694	\$ 214,091	\$ 214,091
Polk	QZ6BZPGLX4Y9	079067930	\$ 53,981	\$ 53,981
Randolph	T3BUM1CVS9N5	027873132	\$ -	\$ -
Richmond	Q63FZNTJM3M4	070621339	\$ 147,431	\$ 147,431
Robeson	LKBEJQFLAAK5	082367871	\$ 2,535	\$ 2,535
Rockingham	KGCCCHJZZ43	077847143	\$ 138,273	\$ 138,273
Rowan	GCB7UCV96NW6	074494014	\$ 93,034	\$ 93,034
Sampson	WRT9CSK1KJY5	825573975	\$ 164,137	\$ 164,137
Scotland	FNVTCUQGCHM5	091564146	\$ 164,861	\$ 164,861
Stanly	U86MZUYPL7C5	131060829	\$ 100,034	\$ 100,034
Stokes	W41TRA3NUNS1	085442705	\$ 58,599	\$ 58,599
Surry	FMWCTM24C9J8	077821858	\$ 145,793	\$ 145,793
Swain	TAE3M92L4QR4	146437553	\$ 98,306	\$ 98,306
Toe River	JUA6GAUQ9UM1	113345201	\$ 120,701	\$ 120,701
Transylvania	W51VGHGM8945	030494215	\$ 41,471	\$ 41,471
Union	LHMKBD4AGRJ5	079051637	\$ 261,457	\$ 261,457
Wake	FTJ2WJPLWJM3	019625961	\$ -	\$ -
Warren	TLNAU5CNHSU5	030239953	\$ 120,224	\$ 120,224
Wayne	DACFHCLQKMS1	040036170	\$ 229,304	\$ 229,304
Wilkes	M14KKHY2NNR3	067439950	\$ 124,848	\$ 124,848
Wilson	ME2DJHMYWG55	075585695	\$ 181,755	\$ 181,755
Yadkin	PLCDT7JFA8B1	089910624	\$ 106,779	\$ 106,779
Yancey	M4SJK9AKVEZ8		\$ 61,484	\$ 61,484

DPH-Aid-To-Counties

For Fiscal Year: 22/23

Budgetary Estimate Number : 2

Activity 620	AA	1332 535A YM		Proposed Total	New Total
Service Period		06/01-05/31	Total Allocated		
Payment Period		07/01-06/30			
01 Alamance	* 0	215,614	\$0.00	215,614	215,614
D1 Albemarle	* 0	668,845	\$0.00	668,845	668,845
02 Alexander	* 0	89,668	\$0.00	89,668	89,668
04 Anson	* 0	134,542	\$0.00	134,542	134,542
D2 Appalachian	* 0	203,860	\$0.00	203,860	203,860
07 Beaufort	* 0	95,352	\$0.00	95,352	95,352
09 Bladen	* 0	152,727	\$0.00	152,727	152,727
10 Brunswick		0	\$0.00	0	0
11 Buncombe	* 0	202,174	\$0.00	202,174	202,174
12 Burke	* 0	168,001	\$0.00	168,001	168,001
13 Cabarrus	* 0	276,598	\$0.00	276,598	276,598
14 Caldwell	* 0	120,758	\$0.00	120,758	120,758
16 Carteret	* 0	87,009	\$0.00	87,009	87,009
17 Caswell	* 0	70,021	\$0.00	70,021	70,021
18 Catawba	* 0	159,363	\$0.00	159,363	159,363
19 Chatham	* 0	100,623	\$0.00	100,623	100,623
20 Cherokee		0	\$0.00	0	0
22 Clay	* 0	30,338	\$0.00	30,338	30,338
23 Cleveland	* 0	112,741	\$0.00	112,741	112,741
24 Columbus	* 0	168,551	\$0.00	168,551	168,551
25 Craven	* 0	168,471	\$0.00	168,471	168,471
26 Cumberland	* 0	383,842	\$0.00	383,842	383,842
28 Dare	* 0	46,294	\$0.00	46,294	46,294
29 Davidson	* 0	206,123	\$0.00	206,123	206,123
30 Davie	* 0	82,730	\$0.00	82,730	82,730
31 Duplin	* 0	195,240	\$0.00	195,240	195,240
32 Durham	* 0	262,706	\$0.00	262,706	262,706
33 Edgecombe	* 0	163,995	\$0.00	163,995	163,995
D7 Foothills	* 0	236,824	\$0.00	236,824	236,824

34 Forsyth	*	0	380,910	\$0.00	380,910	380,910
35 Franklin	*	0	106,892	\$0.00	106,892	106,892
36 Gaston	*	0	235,245	\$0.00	235,245	235,245
38 Graham	*	0	70,901	\$0.00	70,901	70,901
D3 Gran-Vance	*	0	277,774	\$0.00	277,774	277,774
40 Greene	*	0	164,892	\$0.00	164,892	164,892
41 Guilford	*	0	473,213	\$0.00	473,213	473,213
42 Halifax	*	0	157,660	\$0.00	157,660	157,660
43 Harnett	*	0	120,328	\$0.00	120,328	120,328
44 Haywood			0	\$0.00	0	0
45 Henderson			0	\$0.00	0	0
47 Hoke			0	\$0.00	0	0
48 Hyde			0	\$0.00	0	0
49 Iredell			0	\$0.00	0	0
50 Jackson	*	0	76,659	\$0.00	76,659	76,659
51 Johnston	*	0	266,415	\$0.00	266,415	266,415
52 Jones	*	0	114,931	\$0.00	114,931	114,931
53 Lee	*	0	157,465	\$0.00	157,465	157,465
54 Lenoir	*	0	191,823	\$0.00	191,823	191,823
55 Lincoln			0	\$0.00	0	0
56 Macon	*	0	60,536	\$0.00	60,536	60,536
57 Madison			0	\$0.00	0	0
D4 M-T-W	*	0	316,935	\$0.00	316,935	316,935
60 Mecklenburg	*	0	865,611	\$0.00	865,611	865,611
62 Montgomery			0	\$0.00	0	0
63 Moore			0	\$0.00	0	0
64 Nash			0	\$0.00	0	0
65 New Hanover			0	\$0.00	0	0
66 Northampton			0	\$0.00	0	0
67 Onslow	*	0	225,924	\$0.00	225,924	225,924
68 Orange	*	0	164,360	\$0.00	164,360	164,360
69 Pamlico	*	0	84,537	\$0.00	84,537	84,537
71 Pender	*	0	104,598	\$0.00	104,598	104,598
73 Person	*	0	108,006	\$0.00	108,006	108,006
74 Pitt	*	0	214,091	\$0.00	214,091	214,091
75 Polk	*	0	53,981	\$0.00	53,981	53,981
76 Randolph			0	\$0.00	0	0

77 Richmond	*	0	147,431	\$0.00	147,431	147,431
78 Robeson	*	0	2,535	\$0.00	2,535	2,535
79 Rockingham	*	0	138,273	\$0.00	138,273	138,273
80 Rowan	*	0	93,034	\$0.00	93,034	93,034
82 Sampson	*	0	164,137	\$0.00	164,137	164,137
83 Scotland	*	0	164,861	\$0.00	164,861	164,861
84 Stanly	*	0	100,034	\$0.00	100,034	100,034
85 Stokes	*	0	58,599	\$0.00	58,599	58,599
86 Surry	*	0	145,793	\$0.00	145,793	145,793
87 Swain	*	0	98,306	\$0.00	98,306	98,306
D6 Toe River	*	0	182,185	\$0.00	182,185	182,185
88 Transylvania	*	0	41,471	\$0.00	41,471	41,471
90 Union	*	0	261,457	\$0.00	261,457	261,457
92 Wake			0	\$0.00	0	0
93 Warren	*	0	120,224	\$0.00	120,224	120,224
96 Wayne	*	0	229,304	\$0.00	229,304	229,304
97 Wilkes	*	0	124,848	\$0.00	124,848	124,848
98 Wilson	*	0	181,755	\$0.00	181,755	181,755
99 Yadkin	*	0	106,779	\$0.00	106,779	106,779
00 Yancey			0	\$0.00	0	0
Totals			12,157,723	0	12,157,723	12,157,723

Sign and Date - DPH Program Administrator <i>Danielle Matula</i> signing for Anne Odusanya 6/24/22	Sign and Date - DPH Section Chief <i>Sarah Dozier</i> 6/24/22
Sign and Date - DPH Budget Office – ATC Coordinator <i>Sarah Huggins</i> 6/24/22	Sign and Date - DPH Budget Officer <i>S. Huggins</i> 6/24/2022

SH 6/24/2022

DPH-Aid-To-Counties

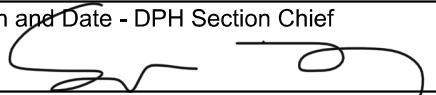
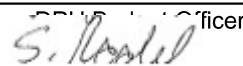
For Fiscal Year: 22/23

Budgetary Estimate Number : 3

Activity 620	AA	1332 535A YM	Total Allocated	1332 535A YM	Total Allocated	Proposed Total	New Total
Service Period		06/01-05/31		07/01-05/31			
Payment Period		07/01-06/30		08/01-06/30			
01 Alamance		0	\$215,614.00	0	\$0.00	0	215,614
D1 Albemarle		0	\$668,845.00	0	\$0.00	0	668,845
02 Alexander		0	\$89,668.00	0	\$0.00	0	89,668
04 Anson		0	\$134,542.00	0	\$0.00	0	134,542
D2 Appalachian		0	\$203,860.00	0	\$0.00	0	203,860
07 Beaufort		0	\$95,352.00	0	\$0.00	0	95,352
09 Bladen		0	\$152,727.00	0	\$0.00	0	152,727
10 Brunswick		0	\$0.00	0	\$0.00	0	0
11 Buncombe		0	\$202,174.00	0	\$0.00	0	202,174
12 Burke		0	\$168,001.00	0	\$0.00	0	168,001
13 Cabarrus		0	\$276,598.00	0	\$0.00	0	276,598
14 Caldwell		0	\$120,758.00	0	\$0.00	0	120,758
16 Carteret		0	\$87,009.00	0	\$0.00	0	87,009
17 Caswell		0	\$70,021.00	0	\$0.00	0	70,021
18 Catawba		0	\$159,363.00	0	\$0.00	0	159,363
19 Chatham		0	\$100,623.00	0	\$0.00	0	100,623
20 Cherokee		0	\$0.00	0	\$0.00	0	0
22 Clay		0	\$30,338.00	0	\$0.00	0	30,338
23 Cleveland		0	\$112,741.00	0	\$0.00	0	112,741
24 Columbus		0	\$168,551.00	0	\$0.00	0	168,551
25 Craven		0	\$168,471.00	0	\$0.00	0	168,471
26 Cumberland		0	\$383,842.00	0	\$0.00	0	383,842
28 Dare		0	\$46,294.00	0	\$0.00	0	46,294
29 Davidson		0	\$206,123.00	0	\$0.00	0	206,123
30 Davie		0	\$82,730.00	0	\$0.00	0	82,730
31 Duplin		0	\$195,240.00	0	\$0.00	0	195,240
32 Durham		0	\$262,706.00	0	\$0.00	0	262,706
33 Edgecombe		0	\$163,995.00	0	\$0.00	0	163,995
D7 Foothills		0	\$236,824.00	0	\$0.00	0	236,824

34 Forsyth		0	\$380,910.00	0	\$0.00	0	380,910
35 Franklin		0	\$106,892.00	0	\$0.00	0	106,892
36 Gaston		0	\$235,245.00	0	\$0.00	0	235,245
38 Graham		0	\$70,901.00	0	\$0.00	0	70,901
D3 Gran-Vance		0	\$277,774.00	0	\$0.00	0	277,774
40 Greene		0	\$164,892.00	0	\$0.00	0	164,892
41 Guilford		0	\$473,213.00	0	\$0.00	0	473,213
42 Halifax		0	\$157,660.00	0	\$0.00	0	157,660
43 Harnett		0	\$120,328.00	0	\$0.00	0	120,328
44 Haywood		0	\$0.00	0	\$0.00	0	0
45 Henderson		0	\$0.00	0	\$0.00	0	0
47 Hoke		0	\$0.00	0	\$0.00	0	0
48 Hyde		0	\$0.00	0	\$0.00	0	0
49 Iredell		0	\$0.00	0	\$0.00	0	0
50 Jackson		0	\$76,659.00	0	\$0.00	0	76,659
51 Johnston		0	\$266,415.00	0	\$0.00	0	266,415
52 Jones		0	\$114,931.00	0	\$0.00	0	114,931
53 Lee		0	\$157,465.00	0	\$0.00	0	157,465
54 Lenoir		0	\$191,823.00	0	\$0.00	0	191,823
55 Lincoln		0	\$0.00	0	\$0.00	0	0
56 Macon		0	\$60,536.00	0	\$0.00	0	60,536
57 Madison		0	\$0.00	0	\$0.00	0	0
D4 M-T-W		0	\$316,935.00	0	\$0.00	0	316,935
60 Mecklenburg		0	\$865,611.00	0	\$0.00	0	865,611
62 Montgomery		0	\$0.00	0	\$0.00	0	0
63 Moore		0	\$0.00	0	\$0.00	0	0
64 Nash		0	\$0.00	0	\$0.00	0	0
65 New Hanover		0	\$0.00	0	\$0.00	0	0
66 Northampton		0	\$0.00	0	\$0.00	0	0
67 Onslow		0	\$225,924.00	0	\$0.00	0	225,924
68 Orange		0	\$164,360.00	0	\$0.00	0	164,360
69 Pamlico		0	\$84,537.00	0	\$0.00	0	84,537
71 Pender		0	\$104,598.00	0	\$0.00	0	104,598
73 Person		0	\$108,006.00	0	\$0.00	0	108,006
74 Pitt		0	\$214,091.00	0	\$0.00	0	214,091
75 Polk		0	\$53,981.00	0	\$0.00	0	53,981
76 Randolph		0	\$0.00	0	\$0.00	0	0

77 Richmond		0	\$147,431.00	0	\$0.00	0	147,431
78 Robeson		0	\$2,535.00	0	\$0.00	0	2,535
79 Rockingham		0	\$138,273.00	0	\$0.00	0	138,273
80 Rowan		0	\$93,034.00	0	\$0.00	0	93,034
82 Sampson		0	\$164,137.00	0	\$0.00	0	164,137
83 Scotland		0	\$164,861.00	0	\$0.00	0	164,861
84 Stanly		0	\$100,034.00	0	\$0.00	0	100,034
85 Stokes		0	\$58,599.00	0	\$0.00	0	58,599
86 Surry		0	\$145,793.00	0	\$0.00	0	145,793
87 Swain		0	\$98,306.00	0	\$0.00	0	98,306
D6 Toe River	* 0	-61,484	\$182,185.00	0	\$0.00	-61,484	120,701
88 Transylvania		0	\$41,471.00	0	\$0.00	0	41,471
90 Union		0	\$261,457.00	0	\$0.00	0	261,457
92 Wake		0	\$0.00	0	\$0.00	0	0
93 Warren		0	\$120,224.00	0	\$0.00	0	120,224
96 Wayne		0	\$229,304.00	0	\$0.00	0	229,304
97 Wilkes		0	\$124,848.00	0	\$0.00	0	124,848
98 Wilson		0	\$181,755.00	0	\$0.00	0	181,755
99 Yadkin		0	\$106,779.00	0	\$0.00	0	106,779
00 Yancey	* 0	0	\$0.00	61,484	\$0.00	61,484	61,484
Totals		-61,484	12,157,723	61,484	0	0	12,157,723

Sign and Date - DPH Program Administrator <i>Anne Odusanya</i> 7/5/22	Sign and Date - DPH Section Chief  7/5/22
Sign and Date - DPH Budget Office – ATC Coordinator <i>Sarah Huffman</i> 7/5/22	Sign and Date - DPH Budget Office – ATC Coordinator  7/6/2022

SH 7/6/2022



DHHS Public Health Division - NENCPPH Public Health Workforce Grant

Description

The Public Health Division has been awarded a mini-grant from North Eastern NC Partners for Public Health (NENCPPH) to support efforts to improve the public health infrastructure by addressing foundational capabilities. Funding will be used for electronic key swipes for the NBO & Frisco offices, remote equipment and trainings for public health managers, supervisors and staff.

Board Action Requested

Approve Budget Amendment

Item Presenter

NA

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department: Health & Human Services-Public Health					
<u>Revenues:</u>					
NENCPPH	103052	464706	41100	\$25,000	
<u>Expenses:</u>					
Miscellaneous Equipment	104600	513325	41100	\$5,000	
Operating	104600	513400	41100	\$6,750	
Training	104600	525000	41100	\$13,250	

Explanation:

Mini-grant from NENCPPH. Funding will be used for electronic key swipes for the NBO & Frisco offices, remote equipment and trainings for public health managers, supervisors and staff.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

Northeastern North Carolina Partnership for Public Health



Beaufort • Bertie • Camden • Chowan • Currituck • Dare • Edgecombe • Gates • Halifax
Hertford • Hyde • Martin • Pasquotank • Perquimans • Tyrrell • Washington

Date: August 26, 2022

Subject: Award Letter for Grant Request

To **Dare County Department of Health and Human Services,**

Congratulations! We are pleased to inform you that the Northeastern North Carolina Partnership for Public Health (NENCPPH) reviewed your recent grant request and have awarded the **Dare County Department of Health and Human Services** a grant in the amount of \$25,000.

Enclosed you will find a Memorandum of Agreement. The agreement explains the responsibilities and expectations of both parties in our grant relationship. As a reminder, direct food purchase is not an allowable expense.

Please sign the below agreement and return to the Region 9 ARPA Public Health Workforce Initiative Director, Julie Tunney at jtunney@arhs-nc.org

As the agreement indicates, the Northeastern North Carolina Partnership for Public Health (NENCPPH) requests a quarterly report until the completion of your initiatives. Included is a Google Form link. Please follow the link and use the form to prepare and submit your report. We request that, to the extent possible, you follow the format and answer the questions asked when completing your grant report. Please note reports are due within 10 days after the end of the reporting period. If you have questions, please email the Region 9 ARPA Public Health Workforce Initiative Director, Julie Tunney at jtunney@arhs-nc.org.

LINK: [Quarterly ARPA Report- Region 9](#)

Thank you,

Julie Tunney

Julie Tunney
Region 9 ARPA Public Health Workforce Initiative Director
Coordinator, Northeastern NC Partnership for Public Health
Jtunney@arhs-nc.org
252.339.6727

MEMORANDUM OF AGREEMENT (MOA)

This Memorandum of Agreement is made by and between the Northeastern North Carolina Partnership for Public Health (NENCPPH) and the **Dare County Department of Health and Human Services (DCDHHS)**. This Agreement represents the complete understanding of both parties regarding the Region 9 Local Health Department (LHD) American Rescue Plan Act (ARPA) Mini-Grants.

Background: The ARPA COVID-19 Public Health (PH) Workforce Grant supports regional efforts to recruit, hire, and train personnel to address projected COVID-19 response needs, including strengthening the PH Foundational Capabilities. With the understanding that each of the fifteen (15) counties' local health departments within the Region 9 ARPA district has individualized needs, Region 9 LHD ARPA leadership budgeted a portion of its ARPA COVID-19 PH Workforce Grant funds for the purpose of providing support for improving public health infrastructure by addressing foundational capabilities on an individualized basis. Each county was allotted up to \$25,000. Each eligible LHD submitted a Mini-Grant application to the Region 9 ARPA Public Health Workforce Initiative Director delineating how the funds will be spent, the time frame in which to complete each item, and an itemized budget.

The Dare County Department of Health and Human Services (DCDHHS) requested \$25,000 from Region 9 ARPA COVID-19 PH Workforce Grant Funds to use toward electronic key swipes, remote equipment, and trainings (See LHD mini-grant submission for additional details).

I. Per this agreement, the AWARDEE will:

- (a) Use requested funding to undertake, carry out, and complete, the work and services set forth in their mini-grant application. If the awardee is unable to spend the mini-grant funds as requested, the awardee should spend the balance of funds in the spirit of the grant award.
- (b) Submit data **QUARTERLY** to the Region 9 ARPA Public Health Workforce Initiative Director for reporting purposes. Reporting requirements are as follows:
 - (i) **Hiring:** Hiring or contracting of any individuals with these funds will require details on the number of positions posted, the number of applicants, position titles, position categories, position classifications (full time or part time), diversity, equity, and inclusion (DEI) approaches used in the recruitment and hiring process, in addition to applicant demographic information including race, ethnicity, and gender.
 - (ii) **Training:** Any use of these funds for training purposes will require details on the Public Health Foundational capabilities addressed by the training, the type of training performed, the number of training events, the number of attendees, the number of education hours offered, future training activities and events, and demographics of attendees, including race, ethnicity, and gender information.
 - (iii) **Expenditures:** The AWARDEE will provide a **QUARTERLY** report on expenditures.
 - (iv) **Other:** AWARDEE will provide information about how the funds were used, successes, challenges, and difficulties of hiring personnel or implementing training opportunities.

II. Please note funds **cannot** be used for:

- (a) Research
- (b) Clinical care (except as otherwise noted in Domain 5 and as may be provided in further guidance from CDC)
- (c) Publicity and propaganda (lobbying):
- (d) Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- (e) See Additional Requirement (AR) 12 for detailed guidance on this prohibition and Additional guidance on lobbying for CDC recipients:
https://www.cdc.gov/grants/documents/Anti_Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
- (f) All unallowable costs cited in [CDC-RFA-TP18-1802](#) remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative: Requirements, Cost Principles, And Audit Requirements for HHS Awards.

III. ARPA grant funds will be issued to the **Dare County Department of Health and Human Services**. As the fiscal lead for the NENCPPH, Albemarle Regional Health Services (ARHS) will issue the AWARDDEE the funds to use as described in their mini-grant application with the understanding that the end of the ARPA funds service period is **May 31, 2023**, with a possibility of a one-year no-cost extension.

Sheila Davies, Health Director
Dare County Department of Health and Human Services

Date: _____

Julie Tunney
Region 9 ARPA Public Health Workforce Initiative Director
Northeastern NC Partnership for Public Health Coordinator

Date: _____

Ashley Stoop, Health Director, ARHS
Region 9 Lead Agency Health Director

Date: _____

Appendix X

Applicant Details – Region 9 ARPA Mini Grant

Please complete and return to Julie Tunney at jtunney@arhs-nc.org by August 31, 2022.

Local Health Department Name: Dare County Department of Health and Human Services

Physical Address: 109 Exeter Street Manteo, NC 27954

Mailing Address: PO Box 669 Manteo NC 27954

Program Contact Name: Sheila Davies

Program Contact email and phone number: 252-475-5076

Fed ID #: 56-6000293

Amount of Request: \$ 25,000 *(Please attach detailed budget)*

Project Title: Public Health Workforce Enhancements

Project Description *(Please describe how the funds will be used and the timeframe for implementing the project(s), attaching additional pages as necessary)*

We will use the funds to provide various workforce enhancements. All staff will benefit from one or more of the enhancements we are adding.

As outlined in the budget the enhancements include:

- Adding Electronic Key Swipe to our satellite offices in Nags Head and Frisco. Our main location in Manteo had this feature added when we recently underwent reconstruction of the building. Electronic key swipe allows staff to use their badge to enter our buildings. This provides extra security and ease of access for appropriate staff. Adding this to these offices will provide this improved level of access to all Environmental Health Staff, school nurses (who use this space to training and meetings) and clinic staff who travel to the remote rural location in Frisco, NC (which is about 60 miles south of our Manteo office).
- Equipment (headsets, laptop, speakers) to support staff who are working remotely. Dare County adopted a new virtual work policy allowing up to 2 days a week of virtual work. Some staff still need equipment to do so effectively. We were able to provide the vast majority of staff with equipment needed during part of the Covid-19 pandemic, however a handful of staff are still in need.
- 13 staff to attend Effective Supervision of Virtual Teams training
- 25 staff to attend Supervision and Management training
- 80 staff to receive a series of Conflict Resolution Training (Provide a series of 6 models of conflict resolution training for all 80 public health employees; the

series is a combination of remote and face to face interactive trainings. On our most recent staff culture survey, conflict resolution was an area identified by staff that we need improvement; trainings conducted by Pollack Peacebuilding Solutions).

Project Outcomes *(Please describe the outcomes to be achieved as a result of the funds being requested, attaching additional pages as necessary)*

Overall, we are looking to improve our workforce culture and increase staff satisfaction. We conduct an annual staff culture survey and will be able to compare metrics from previous years with next year's survey (April 2023) to see if our efforts with this project are making an impact.

The survey already covers topics such as investing in staff training and staff recognition so the specified training initiatives of this project should lead to improvements in our overall positive work culture scores.



Health Director Signature

8/26/22
Date

Public Health Workforce Enhancement Project Budget

Item	Cost
Electronic Key Swipe Sensors for 2 doors at Nags Head office and 1 door at the Frisco office	\$6,750
Remote Work Equipment Includes one laptop \$2500 and 40 headsets @ \$50 each to use with the Jabber system for phone calls; and \$500 for misc cables	\$5,000
Supervisor Staff Training Includes \$1500 for 13 seniors leaders to attend Effective Supervision of Virtual teams training and 25 supervisors/managers to attend Supervision and Management training @ \$160	\$5,500
All Staff Trainings Provide a series of 6 models of conflict resolution training for all 80 public health employees; the series is a combination of remote and face to face interactive trainings. On our most recent staff culture survey, conflict resolution was an area identified by staff that we need improvement; trainings conducted by Pollack Peacebuilding Solutions	\$7,750
TOTAL	\$25,000



DHHS Public Health Division - Communicable Disease Pandemic Recovery Funding

Description

The Public Health Division has been awarded funding from NC Division of Public Health for Communicable Disease Pandemic Recovery. This funding is to assist health departments in returning to or exceeding pre-pandemic service delivery for other communicable diseases.

Board Action Requested

Approve Budget Amendment

Item Presenter

NA

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
Health & Human Services-Public Health					
<u>Revenues:</u>					
St & Fed-Communicable Disease	103027	424260	45100	\$244,714	
<u>Expenses:</u>					
Salaries	104600	500200	45100	\$114,325	
FICA	104600	500300	45100	\$8,746	
Retirement	104600	500400	45100	\$13,902	
Health Ins	104600	500500	45100	\$11,711	
401K	104600	500601	45100	\$3,430	
Contract Services	104600	510700	45100	\$2,500	
Supplies-Vaccines	104600	513306	45100	\$20,000	
Operating	104600	513400	45100	\$20,100	
Software	104600	513500	45100	\$50,000	

Explanation:

State funding for communicable disease pandemic recovery. Funding to cover existing communicable disease staff, to cover the lab cost of NAAT testing and TB screenings, to purchase an immunization freezer for Frisco office, an immunization refrigerator for Manteo office, to purchase a pharmacy barcode & inventory management system, and to purchase iPads, coolers & signage for vaccine clinics.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

Division of Public Health Agreement Addendum FY 22-23

Dare County Department of Health & Human
Services - Public Health Division

Epidemiology / Communicable Disease Branch

546 Communicable Disease Pandemic Recovery

Vanessa Gailor 919-546-1658
vanessa.gailor@dhhs.nc.gov

06/01/2022 – 05/31/2023

07/01/2022 – 06/30/2023

Payment Period
 Original Agreement Addendum
 Agreement Addendum Revision # _____

I. Background:

The federal American Rescue Plan Act (ARPA) enacted on March 11, 2021, provides relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. A component of ARPA is the State and Local Fiscal Recovery Funds which provides state, local, and Tribal government with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery. With this, the COVID-19 pandemic has highlighted the need for additional funding of communicable disease programs at the local level to ensure that all communicable disease activities are able to be completed.

Funding provided in the American Rescue Plan Act of 2021 is delineated in Senate Bill 105 for 2021-2023, as outlined below:

Of the funds appropriated in this act from the State Fiscal Recovery Fund to the Department of Health and Human Services, Division of Public Health, the sum of thirty-six million dollars (\$36,000,000) in nonrecurring funds for the 2021-2022 fiscal year shall be allocated to local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address the COVID-19 public health emergency and other communicable disease challenges impacted by the COVID-19 public health emergency. The Division of Public Health shall expend up to eighteen million dollars (\$18,000,000) of these allocated funds during the 2021-2022 fiscal year and any remaining funds during the 2022-2023 fiscal year. In the distribution of these funds to local health departments under this section, for each year of the 2021-2023 fiscal biennium, the Division of Public Health shall divide nine million dollars (\$9,000,000) equally among the local health departments based on the number of



7/20/22

LHD to complete: <small>[For DPH to contact in case follow-up information is needed.]</small>	LHD program contact name: _____	Debbie Dutton	
	Phone and email address: _____	252.475.9366	debbie.dutton@darenc.com

Signature on this page signifies you have read and accepted all pages of this document. Template rev. August 2021

counties served by each local health department. The Division of Public Health shall distribute the remaining nine million dollars (\$9,000,000) to local health departments based upon the percentage of the State population served by each of the local health departments. The Division shall begin distributing the funds allocated under this section no later than 60 days after this act becomes law. In utilizing these funds, local health departments shall comply with applicable federal rules and guidance governing the State Fiscal Recovery Fund (SFRF).

II. Purpose:

The primary mission of the North Carolina Communicable Disease Branch (CDB) is to reduce morbidity and mortality resulting from communicable diseases that are a significant threat to the public, through detection, tracking, investigation, control, education, and care activities to improve the health of people in North Carolina. Under the overarching goal of providing the best level of care possible to North Carolinians, the Communicable Disease Branch works with Local Health Departments to control the spread of communicable diseases in the community, detect cases of communicable disease and monitor for the occurrence of new cases.

Since the beginning of the Coronavirus disease (COVID-19) pandemic, local health departments have served as a primary response agency for the communities within their jurisdiction. The scope and magnitude of the COVID-19 response required an “all hands-on deck” approach that redirected staff from much of their normal day-to-day responsibilities. This created a disproportionate focus on COVID-19 cases at the expense of other communicable diseases. As a result, the ability to perform routine activities (e.g., case investigation/management, patient education, etc.) for these other diseases has been suboptimal compared to pre-pandemic efforts. This project is intended to assist local health departments to return to, and in some instances exceed, pre-pandemic service delivery for other communicable diseases.

In accordance with the memorandum of understanding between the North Carolina Pandemic Recovery Office (NCPRO) and the Department of Health and Human Services, the SLFRF federal award to North Carolina provides financial assistance for the state to do the following:

- To provide government services to the extent of the reduction in revenue due to the COVID– 19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.

Within the applicable category described above, the 2021 Appropriations Act allocated funds to administer the following project with a total appropriation of \$36,000,000.00:

Provides funds for local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address COVID-19 and other communicable disease-related challenges impacted by the COVID-19 pandemic.

Note: All funds will be made available through AA 546 Communicable Disease Pandemic Recovery to support obligations and expenditures through December 31, 2024. Unspent funds will carry forward until the federal grant period end date.

III. Scope of Work and Deliverables:

To ensure the community’s health and to achieve equitable health outcomes, the Local Health Department (LHD) will expand essential public health services to control communicable diseases in their community. Services provided will include communicable disease surveillance, investigation, detection, control, reporting, and prevention activities at the local level to address the COVID-19 public health emergency and other communicable disease challenges impacted by the COVID-19 pandemic.

To ensure the effective delivery of these services, recommended LHD activities include:

1. Enhancing workforce capacity by hiring temporary staff with knowledge in communicable disease, public health, public health nursing, or other applicable fields in order increase the number of full-time equivalent employees.
 - a. The LHD will maintain a minimum of two public health nurses with communicable disease program responsibilities who have completed the *Introduction to Communicable Disease Surveillance and Investigation in North Carolina* course or successfully completed the challenge exam and received an orientation to communicable disease investigation and reporting by a Regional Communicable Disease Nurse Consultant.
2. Providing staff training opportunities including, but not limited to, training staff on applicable systems and databases (NC EDSS, NC COVID) to improve LHD capacities to effectively conduct surveillance, investigation, detection, control, and prevention of communicable diseases.
 - a. Within one year of employment, every public health nurse with responsibility for communicable disease surveillance and investigation will complete the *Introduction to Communicable Disease Surveillance and Investigation in North Carolina* course offered by the Technical Assistance and Training Program (TATP) of the CDB.
 - b. Public health nurses assigned to communicable disease investigation in a primary or backup role will be oriented to the role of Communicable Disease Nurse by the Regional TATP Nurse Consultant Team within three months of assignment of a new primary or backup Communicable Disease Nurse.
 - c. Public health nurses assigned to the primary role of communicable disease are encouraged to incorporate additional training relevant to communicable disease into their continuing education plans.
3. Advancing data infrastructure by purchasing software and equipment that enhance or expand data management and infrastructure, including systems designed for flexible data collection, reporting, and analysis.
4. Supporting community partners by offering appropriate meetings, webinars, and educational opportunities.
5. Engaging community partners by referring clients to relevant and applicable resources.
6. Engaging community partners by developing and disseminating educational resources.
7. Other operational activities in addition to those listed above, including the expenses incurred in conduct or support of those activities.

IV. **Performance Measures / Reporting Requirements:**

The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031>.

1. **Performance Measure #1:** The LHD shall complete both monthly financial reporting and quarterly performance reporting, as outlined below, via Smartsheet.
 - a. The LHD shall complete a **Monthly Financial Report** each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the due dates posted on the Smartsheet dashboard. The first financial report is to report for June 2022 and is due by July 22, 2022.

- b. The LHD shall complete a **Quarterly Program Report** each quarter via the Smartsheet dashboard. These quarterly program reports will report on the prior quarter, with the due dates posted on the Smartsheet dashboard and below. The Service Quarters for these quarterly program reports are defined as:

Quarter Months	Program Report Due Date
<ul style="list-style-type: none"> • April-June 2022 	07/22/2022
<i>April and May 2022 data are from services provided under the Agreement Addendum for state fiscal year 2022.</i>	
<ul style="list-style-type: none"> • July-September 2022 	10/31/2022
<ul style="list-style-type: none"> • October – December 2022 	01/31/2023
<ul style="list-style-type: none"> • January – March 2023 	04/28/2023

- 2. **Performance Measure #2:** The LHD will perform and document disease investigations in NC EDSS and reassign disease events to the State Disease Registrar within 30 days of notification of a reportable communicable disease or condition. Follow North Carolina Communicable Disease Manual Guidelines for NC EDSS documentation.

- a. **Reporting Requirements:** The LHD will run the General Communicable Disease Control (GCDC) and Vaccine-Preventable Disease (VPD) reports for the designated timeframes below and report via Smartsheet to DPH:

<u>Reporting Timeframes</u>	<u>Due Dates</u>
<ul style="list-style-type: none"> • Pre-pandemic 	July 1, 2019 – February 29, 2020
<ul style="list-style-type: none"> • During pandemic pre-project 	March 1, 2020 – March 31, 2022
<i>For reference, reporting for Agreement Addenda in future fiscal years will be as follows:</i>	
<ul style="list-style-type: none"> • End of year 1 of the project 	April 1, 2022 – June 30, 2023
<ul style="list-style-type: none"> • End of year 2 of the project 	July 1, 2023 – June 30, 2024
<ul style="list-style-type: none"> • Partial of year 3 of the project 	July 1, 2024 – December 31, 2024

For each timeframe above, the following measures will be reported:

1. Mean First Report Interval (in days)
2. Mean Completed Report Interval (in days)
3. Percentage of reports which meet the 30-day first report goal of having a disease investigation documented and reported to DPH within 30-days of initial notification to the LHD.

The LHD will refer to the Human Immunodeficiency Virus and Sexually Transmitted Disease reports, found at <https://epi.dph.ncdhhs.gov/cd/stds/annualrpts.html>, to measure their performance of work within the timeframes listed above.

- 3. **Performance Measure #3:** Increasing the visibility of work the LHD within the community through Community Based Organizations (CBOs) and Nongovernmental Organizations (NGOs).
 - a. **Reporting Requirements:** Provide at a minimum each quarter on the Performance Reporting Smartsheet dashboard, one example of educational resources, training agendas, fliers, CBO outreach services or other resources that have been disseminated by the LHD.
- 4. **Performance Measure #4:** Training new staff with knowledge in communicable disease, public health, and public health nursing.

- a. **Reporting Requirements:** Provide names, email addresses, and telephone numbers of nurses and dates that have completed the NC EDSS and NC COVID training to the Regional TATP Nurse Consultant by December 1, 2022, and upon request.
 - b. **Reporting Requirements:** Provide the names of nurses, their dates of hire into the communicable disease position, and dates they have completed the *Introduction to Communicable Disease Surveillance and Investigation in North Carolina* course or successfully passed the written challenge exam to the Regional TATP Nurse Consultant by December 1, 2022, and upon request.
5. **Performance Measure #5:** As an update to the information the LHD provided for FY22, this Response Plan Update Form is to provide information related to the LHD’s COVID-19 preparedness and response. The Response Plan Update Form will present a series of questions to be answered in a short-answer format on topics including testing, contact tracing, vaccination, equity, and preparedness.
- a. **Reporting Requirements:** Complete a **FY23 COVID-19 Response Plan Update Form** via the Smartsheet dashboard no later than August 1, 2022. (DPH will add the FY23 COVID-19 Response Plan Update Form to the Smartsheet dashboard by July 1, 2022.)
- Submission of a single COVID-19 Response Plan Update will meet the reporting requirements described under this Agreement Addendum as well as for other COVID-related Activities.
- The LHD’s COVID-19 Response Plan Update will receive DPH oversight from the DPH Program Contact for each relevant COVID-related Activity. Specific questions regarding individual topics in the Response Plan Update Form should be directed to those individuals. Any general questions the LHD has should be directed to the DPH Division Director’s Office at lhhealthserviceta@dhhs.nc.gov.

V. Performance Monitoring and Quality Assurance:

1. Subrecipient monitoring, including financial and performance reporting, shall be conducted via the Smartsheet dashboard. This reporting will be provided by the LHD to DPH via the Smartsheet dashboard. DPH staff will assess reports daily and work with LHDs to provide technical assistance and feedback (as needed) to ensure all reporting is accurate and timely.
2. On a quarterly basis, approximately ten LHD subrecipients will be selected by an electronic randomizer to undergo a “desk audit” which entails the submission of all source documentation supporting their reported expenditures for a given month within the quarter. The affected subrecipients will be notified via email of their selection approximately two weeks after the end of the quarter under review. Selected LHDs will have 30 days to submit the requested expenditure documents. The Subrecipient Monitoring Team performs desk audits to ensure the expenditure information is accurate, complete and only includes allowable expenditures. The results are reported to the affected LHD Directors and, if corrective actions are required, they are outlined in the report with recommendations and a date by which to be completed.
3. The TATP Nurse Supervisor will review the Local Health Department’s quarterly program performance through Smartsheet reporting completed by the LHD.
4. If the review results in compliance concerns, the TATP Nurse Supervisor shall conduct conference calls with the Local Health Department to provide technical assistance in order to rectify the concerns.

5. If the LHD is deemed out of compliance, program staff shall provide technical assistance to bring the LHD back into compliance with deliverables. If technical assistance does not prove beneficial, the CDB will issue a letter of non-compliance and the LHD may lose access to NC EDSS and NC COVID. Noncompliance with this agreement will result in a reduced capacity for the LHD to detect and control communicable disease in their community.

VI. Funding Guidelines or Restrictions:

1. **Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities***, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda. These funds constitute federal financial assistance to the State of North Carolina, and therefore, use of these funds must be in accordance with applicable federal uniform guidance found in 2CFR 200. None of these requirements is waived.
 - a. **Definition:** A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. **Frequency:** Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
 - c. At the time of this AA issuance, the NC Department of State Treasury has determined that the federal Uniform Guidance, Subpart D – *Subrecipient Monitoring and Management* does not apply to these funds. Therefore, no Supplement will accompany this AA.
2. **Requirements for use of funds: Must comply with NCAC Chapter 09, Subchapter 03M – *Uniform Administration of State Awards of Financial Assistance*.** [NCAC 09 03M](#)
3. **Requirements for cost principles: In compliance with 2 CFR §200.400 - §200.476 - *Subpart E Cost Principles***, such principles must be used in determining the allowable costs of work performed by the non-Federal entity under Federal awards.
4. **Requirements for use of funds: In compliance with 31 CFR §35.5 – *Use of funds*.**
 - a. A recipient may only use funds to cover costs incurred during the period beginning July 1, 2021 and ending December 31, 2024.
 - b. A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.
 - c. A recipient must return any funds not obligated by December 31, 2024, and any funds not expended to cover such obligations by December 31, 2026.
5. **Requirements for use of funds: In compliance with NCGS 143C-6-23 – *Administrative code requirements***, recipients must comply with the following:
 - a. NCGS 143C-6-23 (b) Prior to disbursing funds a grantee must provide a copy of its conflict- of-interest policy for management employees and its governance body.

- b. NCGS 143C-6-23(c) The grantee must provide a written statement required under oath by the grantee's governing body that it has no overdue tax debts.
6. **Non-reverting Appropriation:** In compliance with *Session Law 2021-180 Section 4.9(k)*.
- a. This as a non-reverting state appropriation over multiple fiscal years:
 - 1. Reversion. The funds appropriated in this act from the State Fiscal Recovery Fund shall not revert at the end of each fiscal year of the 2021-2023 fiscal biennium but shall remain available to expend until the date set by applicable federal law or guidance.
7. **Period of Retention:** Administering Agencies and subrecipients are required to maintain records for at least five years after the completion of the last project across the entire set of SFRF projects funded by the SFRF Award. Therefore, Administering Agencies and subrecipients should seek specific written authorization from OSBM/NCPRO for destruction of any records prior to five years after all funds have been expended or returned to Treasury.

DPH-Aid-To-Counties

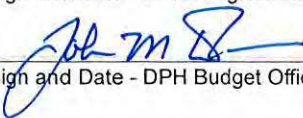
For Fiscal Year: 22/23

Budgetary Estimate Number : 0


Activity 546	AA	2SF1 249N TT	Total Allocated	2SF1 249N TT	Total Allocated	2SF1 249N TT	Total Allocated	Proposed Total	New Total
Service Period		06/01-05/31		06/01-05/31		07/01-05/31			
Payment Period		07/01-06/30		07/01-06/30		08/01-06/30			
01 Alamance	* 0	234,937	\$0.00	234,937	\$0.00	0	\$0.00	469,874	469,874
D1 Albemarle	* 0	856,172	\$0.00	765,988	\$0.00	0	\$0.00	1,622,160	1,622,160
02 Alexander	* 0	122,567	\$0.00	122,567	\$0.00	0	\$0.00	245,134	245,134
04 Anson	* 0	110,058	\$0.00	110,058	\$0.00	0	\$0.00	220,116	220,116
D2 Appalachian	* 0	351,472	\$0.00	344,018	\$0.00	0	\$0.00	695,490	695,490
07 Beaufort	* 0	129,866	\$0.00	81,341	\$0.00	0	\$0.00	211,207	211,207
09 Bladen	* 0	118,924	\$0.00	118,924	\$0.00	0	\$0.00	237,848	237,848
10 Brunswick	* 0	217,408	\$0.00	217,408	\$0.00	0	\$0.00	434,816	434,816
11 Buncombe	* 0	314,057	\$0.00	307,151	\$0.00	0	\$0.00	621,208	621,208
12 Burke	* 0	167,293	\$0.00	167,293	\$0.00	0	\$0.00	334,586	334,586
13 Cabarrus	* 0	275,620	\$0.00	275,620	\$0.00	0	\$0.00	551,240	551,240
14 Caldwell	* 0	161,360	\$0.00	161,360	\$0.00	0	\$0.00	322,720	322,720
16 Carteret	* 0	150,404	\$0.00	150,404	\$0.00	0	\$0.00	300,808	300,808
17 Caswell	* 0	109,734	\$0.00	109,734	\$0.00	0	\$0.00	219,468	219,468
18 Catawba	* 0	226,241	\$0.00	214,156	\$0.00	0	\$0.00	440,397	440,397
19 Chatham	* 0	156,030	\$0.00	155,382	\$0.00	0	\$0.00	311,412	311,412
20 Cherokee	* 0	115,111	\$0.00	36,142	\$0.00	0	\$0.00	151,253	151,253
22 Clay	* 0	99,992	\$0.00	99,992	\$0.00	0	\$0.00	199,984	199,984
23 Cleveland	* 0	175,395	\$0.00	175,395	\$0.00	0	\$0.00	350,790	350,790
24 Columbus	* 0	136,947	\$0.00	136,947	\$0.00	0	\$0.00	273,894	273,894
25 Craven	* 0	176,687	\$0.00	176,687	\$0.00	0	\$0.00	353,374	353,374
26 Cumberland	* 0	371,451	\$0.00	371,451	\$0.00	0	\$0.00	742,902	742,902
28 Dare	* 0	122,357	\$0.00	122,357	\$0.00	0	\$0.00	244,714	244,714
29 Davidson	* 0	234,401	\$0.00	226,962	\$0.00	0	\$0.00	461,363	461,363
30 Davie	* 0	127,288	\$0.00	108,013	\$0.00	0	\$0.00	235,301	235,301
31 Duplin	* 0	140,786	\$0.00	140,786	\$0.00	0	\$0.00	281,572	281,572
32 Durham	* 0	364,074	\$0.00	364,074	\$0.00	0	\$0.00	728,148	728,148
33 Edgecombe	* 0	133,464	\$0.00	126,091	\$0.00	0	\$0.00	259,555	259,555
D7 Foothills	* 0	277,664	\$0.00	138,624	\$0.00	0	\$0.00	416,288	416,288
34 Forsyth	* 0	412,881	\$0.00	412,881	\$0.00	0	\$0.00	825,762	825,762
35 Franklin	* 0	150,822	\$0.00	150,822	\$0.00	0	\$0.00	301,644	301,644
36 Gaston	* 0	279,764	\$0.00	279,764	\$0.00	0	\$0.00	559,528	559,528
38 Graham	* 0	97,249	\$0.00	97,249	\$0.00	0	\$0.00	194,498	194,498
D3 Gran-Vance	* 0	270,655	\$0.00	257,387	\$0.00	0	\$0.00	528,042	528,042
40 Greene	* 0	107,626	\$0.00	107,626	\$0.00	0	\$0.00	215,252	215,252
41 Guilford	* 0	545,535	\$0.00	545,535	\$0.00	0	\$0.00	1,091,070	1,091,070
42 Halifax	* 0	132,546	\$0.00	104,774	\$0.00	0	\$0.00	237,320	237,320
43 Harnett	* 0	206,562	\$0.00	206,562	\$0.00	0	\$0.00	413,124	413,124
44 Haywood	* 0	143,776	\$0.00	143,776	\$0.00	0	\$0.00	287,552	287,552
45 Henderson	* 0	190,747	\$0.00	190,747	\$0.00	0	\$0.00	381,494	381,494
47 Hoke	* 0	136,336	\$0.00	133,383	\$0.00	0	\$0.00	269,719	269,719
48 Hyde	* 0	94,289	\$0.00	83,888	\$0.00	0	\$0.00	178,177	178,177
49 Iredell	* 0	246,219	\$0.00	246,219	\$0.00	0	\$0.00	492,438	492,438
50 Jackson	* 0	127,636	\$0.00	127,636	\$0.00	0	\$0.00	255,272	255,272
51 Johnston	* 0	272,952	\$0.00	270,816	\$0.00	0	\$0.00	543,768	543,768

52 Jones	* 0	98,470	\$0.00	93,350	\$0.00	0	\$0.00	191,820	191,820
53 Lee	* 0	142,250	\$0.00	142,250	\$0.00	0	\$0.00	284,500	284,500
54 Lenoir	* 0	137,794	\$0.00	137,794	\$0.00	0	\$0.00	275,588	275,588
55 Lincoln	* 0	166,033	\$0.00	166,033	\$0.00	0	\$0.00	332,066	332,066
56 Macon	* 0	121,574	\$0.00	121,574	\$0.00	0	\$0.00	243,148	243,148
57 Madison	* 0	109,046	\$0.00	109,046	\$0.00	0	\$0.00	218,092	218,092
D4 M-T-W	* 0	302,402	\$0.00	0	\$0.00	0	\$0.00	302,402	302,402
60 Mecklenburg	* 0	1,051,020	\$0.00	1,051,020	\$0.00	0	\$0.00	2,102,040	2,102,040
62 Montgomery	* 0	113,383	\$0.00	113,383	\$0.00	0	\$0.00	226,766	226,766
63 Moore	* 0	177,925	\$0.00	177,925	\$0.00	0	\$0.00	355,850	355,850
64 Nash	* 0	171,826	\$0.00	171,826	\$0.00	0	\$0.00	343,652	343,652
65 New Hanover	* 0	290,496	\$0.00	290,496	\$0.00	0	\$0.00	580,992	580,992
66 Northampton	* 0	106,648	\$0.00	106,648	\$0.00	0	\$0.00	213,296	213,296
67 Onslow	* 0	268,908	\$0.00	268,908	\$0.00	0	\$0.00	537,816	537,816
68 Orange	* 0	215,667	\$0.00	215,667	\$0.00	0	\$0.00	431,334	431,334
69 Pamlico	* 0	101,179	\$0.00	101,179	\$0.00	0	\$0.00	202,358	202,358
71 Pender	* 0	144,483	\$0.00	144,483	\$0.00	0	\$0.00	288,966	288,966
73 Person	* 0	124,155	\$0.00	124,155	\$0.00	0	\$0.00	248,310	248,310
74 Pitt	* 0	246,077	\$0.00	246,077	\$0.00	0	\$0.00	492,154	492,154
75 Polk	* 0	108,576	\$0.00	108,576	\$0.00	0	\$0.00	217,152	217,152
76 Randolph	* 0	212,840	\$0.00	212,840	\$0.00	0	\$0.00	425,680	425,680
77 Richmond	* 0	127,809	\$0.00	127,809	\$0.00	0	\$0.00	255,618	255,618
78 Robeson	* 0	200,371	\$0.00	190,427	\$0.00	0	\$0.00	390,798	390,798
79 Rockingham	* 0	167,374	\$0.00	154,307	\$0.00	0	\$0.00	321,681	321,681
80 Rowan	* 0	210,663	\$0.00	210,663	\$0.00	0	\$0.00	421,326	421,326
82 Sampson	* 0	143,959	\$0.00	143,959	\$0.00	0	\$0.00	287,918	287,918
83 Scotland	* 0	120,063	\$0.00	120,063	\$0.00	0	\$0.00	240,126	240,126
84 Stanly	* 0	144,750	\$0.00	144,750	\$0.00	0	\$0.00	289,500	289,500
85 Stokes	* 0	129,325	\$0.00	129,325	\$0.00	0	\$0.00	258,650	258,650
86 Surry	* 0	151,972	\$0.00	151,972	\$0.00	0	\$0.00	303,944	303,944
87 Swain	* 0	102,216	\$0.00	102,216	\$0.00	0	\$0.00	204,432	204,432
D6 Toe River	* 0	199,521	\$0.00	199,521	\$0.00	0	\$0.00	399,042	399,042
88 Transylvania	* 0	120,101	\$0.00	120,101	\$0.00	0	\$0.00	240,202	240,202
90 Union	* 0	293,982	\$0.00	293,982	\$0.00	0	\$0.00	587,964	587,964
92 Wake	* 0	1,033,641	\$0.00	1,033,641	\$0.00	0	\$0.00	2,067,282	2,067,282
93 Warren	* 0	106,501	\$0.00	106,501	\$0.00	0	\$0.00	213,002	213,002
96 Wayne	* 0	196,726	\$0.00	196,726	\$0.00	0	\$0.00	393,452	393,452
97 Wilkes	* 0	149,336	\$0.00	149,336	\$0.00	0	\$0.00	298,672	298,672
98 Wilson	* 0	160,838	\$0.00	160,838	\$0.00	0	\$0.00	321,676	321,676
99 Yadkin	* 0	122,119	\$0.00	122,119	\$0.00	0	\$0.00	244,238	244,238
00 Yancey	* 0	0	\$0.00	0	\$0.00	229,252	\$0.00	229,252	229,252
Totals		17,885,374	0	17,080,413	0	229,252	0	35,195,039	35,195,039

Sign and Date - DPH Program Administrator

 6-27-22

Sign and Date - DPH Section Chief

 06-27-22

Sign and Date - DPH Budget Office – ATC Coordinator

Sign and Date - DPH Budget Officer



Hatteras Island Watermain Replacement Change Order #1

Description

The Hatteras Island Watermain Replacement project consists of replacing the existing water line between the villages of Avon and Buxton. This project was approved and budgeted for in the current budget cycle. Funds are available in 385815-744815-71023.

Change Order #1 will add an additional 2,500 feet of pipe and will increase the project by \$296,040.

Board Action Requested

Approve Change Order #1 and authorize the County Manager to sign

Item Presenter

Dustin Peele - Project and Procurement Manager

SECTION 00 63 49 – WORK CHANGE DIRECTIVE

Work Change Directive

No. 1

Date of Issuance: August 22, 2022 Effective Date: _____

Project: Hatteras Island Watermain Replacement	Owner: Dare County	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Basnight Construction Company		Engineer's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
2500	FEET OF 12" C-900

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ 296,040.00 (~~increase/decrease~~) Contract Time _____ (increase/decrease) days

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by: <i>Hazel Basnight</i>	Date 08/22/2022
Received by Funding Agency (if applicable):	Date:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
Sally DeFosse 8/24/22



Board Appointments

Description

The following Boards have appointments this month:

1. Children & Youth Partnership for Dare County
2. East Lake Community Center Board
3. Dare County Transportation Advisory Board
4. Health and Human Services Board
5. Upcoming Board Appointments

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Children & Youth Partnership for Dare County

Description

Children & Youth Partnership (CYP) for Dare County is a private, non-profit organization that connects kids and their families with resources to help them thrive.

Board Action Requested

Chairman to make appointment

Item Presenter

Chairman Robert Woodard, Sr.



East Lake Community Center Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

September 2022

BOARD APPOINTMENT
EAST LAKE COMMUNITY CENTER BOARD
(Three Year Term)

The East Lake Community Center Board manages the use of the community building and holds fundraisers to maintain the building.

Crystal Basnight's term expired in July
She would like to be reappointed for another term

There are two additional vacancies. No applications on file

Other Members:
See attached list

EAST LAKE COMMUNITY CENTER BOARD
(Staggered/Three Year Term)

Manages the community building and holds fundraisers to maintain the building for reunions, parties, etc. that are held there.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Ted Hemilright 19635 Dell-Lee Rd. East Lake, NC 27953 473-3192	7-23	Apptd. 3-12 Reapptd. 7-14, 17, 20
Rosemarie Doshier 19880 Hwy 64 East Lake, NC 27953 305-3996 rosemarie@thedoshierteam.com	7-24	Apptd. 10-08 Reapptd.7-09,12,15,18 6/21
Crystal Basnight 14540 Hwy 64 East Lake, NC 27953 473-5025	7-22	Apptd. 10-08 Reapptd.7-10,13,16,19

VACANCY

VACANCY

Notes:

MEETING INFO: As needed

CONTACT INFO: Rosemarie Doshier, Chairman

MEMBERS COMPENSATED: No

Asher Vandenburg replaced Ted Hemilright 7/97.
 Earl Glenn Twiddy appointed to fill unexpired term of Steve Tyler 12/98.
 Danny Rowe appointed to fill unexpired term of Asher Vandenburg 1/99.
 John Sethman appointed to fill unexpired term of Earl G. Twiddy 11/99.
 Willis Creef appointed to fill unexpired term of Danny Rowe 11/99.
 Deanna Etheridge replaced Willis Creef 7/00.
 Richard G. Perrot appointed to fill unexpired term of Deanna Etheridge 5/01.
 Craig Burgess replaced Earl Twiddy 7/04.
 Nancy Cahoon apptd. for 3 yr term 10/08.
 Rosemarie Doshier filled unexpired term of John Sethman 10/08.
 Crystal Basnight filled unexpired term of Violet Cahoon 10/08.
 Brian Horne appointed to fill unexpired term of Craig Burgess 10/10 (term will expire 2013)
 Shelly Perrot appointed to fill seat left vacant (last held by Ricky Perrot) 10/10
 Ted Hemilright appointed to fill unexpired term of Nancy Cahoon 3/12
 Joseph Sexton appointed to fill unexpired term of Brian Horne 3/12
 Crystal Basnight and Shelly Perrot reappointed; Joseph Sexton resigned leaving a vacancy 7/19
 Shelly Perrot resigned; 4/20; Erin Dennison apptd. to fill her unexpired term 6/20
 Rosemarie Doshier reappointed 6/21
 Erin Dennison no longer an East Lake resident, leaving a vacancy 8/22

REVISED 6/21



Dare County Transportation Advisory Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

September, 2022

DARE COUNTY TRANSPORTATION ADVISORY BOARD

(Four Year Term)

The Advisory Board recommends the appointment of John B. Rafferty to fill the Public/Business Sector vacancy

The Transportation Advisory Board does not have a recommendation to fill the Government Sector vacancy at this time.

Applications on file:

Kathryn Fagan, Maggie May, John B. Rafferty and Jo A. Wilson-Harfst

Other Members: See attached list

DARE COUNTY TRANSPORTATION ADVISORY BOARD

(Staggered Terms/Four Year Term)

The Dare County Transportation System is required by the State's Community Transportation Program to have a local Transportation Advisory Board. This Board is expected to maintain a minimum level of coordinated transportation service and to maintain ongoing communications as a means of seeking public involvement and ongoing administrative oversight.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Brandi Bohanan P.O. Box 1000 Manteo, NC 27954 475-5635 Older Adult Services (Government Sector)	6-26	Apptd. 6/06 Reapptd. 6/10,14,18, 5/22
Chuck Lycett P.O. Box 1000 Manteo, NC 27954 475-5526 Health & Human Services (Government Sector)	6-26	Apptd. 6/98 Reapptd. 7/02,06,10,14, 18, 5/22
George Carver, Jr. 110 Scarborough Street Manteo, NC 27954 305-86-71 home Dareminoritycoalition1@gmail.com (Public Business Sector)	12-23	Apptd. 12/19
Vacant (Government Sector)		
Mayte Hernandez-Beacham 233 Broadbay Drive Kill Devil Hills, NC 27948 252-441-1694 Ethnic Minority Rep (Human Services Sector)	10-23	Apptd. 10/19
Nessie Siler 146 Airport Rd. Manteo, NC 27954 473-3376 User with a Disability (Public/Business Sector)	6-26	Apptd. 6/14 Reapptd. 6/18, 5/22
Vacant (Public/Business Sector)		

<p>Jim Tobin 6951 Pecan Lane PO Box 243 Manns Harbor, NC 27953 Jim.tobin@darenc.com 216.7732 Dare County Commissioner (Government Sector)</p>	<p>6/23</p>	<p>Apptd. 1/19</p>
<p>Alex Chandler 1229 Burnside Road Manteo, NC 27954 216-6058 (H) 473-3717 (W) chandleral@daretolearn.org Education Institution (Government Sector)</p>	<p>6/26</p>	<p>Apptd. 6/18, 5/22</p>
<p>Stephanie Webb 3808 Palmer Drive, Unit A Greenville, NC 27834 stephanie.webb@trilliumnc.org Hospital Rep (Human Services Sector)</p>	<p>3/26</p>	<p>Apptd. 3/22</p>
<p>Amanda Hooper 1202 9th Ave. Kill Devil Hills, NC 27948 manda.hooper@icloud.com (Public/Business Sector)</p>	<p>2/25</p>	<p>Apptd. 2/21</p>
<p>Lorenzo Foster 705 Swan Street Kill Devil Hills, NC 27948 lnzo2ooo@gmail.com (Non-Profit)</p>	<p>2/25</p>	<p>Appt. 2/21</p>

NOTES:

CONTACT INFO: Radcliff Hester, Transportation Director - 475-5641

MEETING DATE: Quarterly, Dare Co. Admin. Center, 8:30 a.m.

Stuart Bell appointed to fill unexpired term of Dick Wood 2/99.
Warren Judge replaced Stuart Bell 7/99. Doug Tutwiler replaced John Xenakis 7/99.
Randy Hemmis filled unexpired term of Al Valentino and Bryan Shaw filled unexpired term of Ward Barnett 1/00; Richard Wescoat appointed to fill unexpired term of Al Forman 2/00.
Donnie Just apptd.to fill unexpired term of Doug Tutwiler & Ray Seiwel filled unexpired term of Randy Hemmis 2/00; Trish Blacmon appointed to fill unexpired term of Wilson Shearin 6/00.
Christan Zdanski replaced Uli Bennewitz 6/00.
Oral Ali replaced Lani Goodwin 6/00; Dawn Enochs replaced Warren Judge 6/00.
David Hoare appointed to fill unexpired term of Richard Wescoat 10/00.
Curtis Creech appointed to fill unexpired term of Chris Zdanski 12/00.
Comm. Geneva H. Perry filled unexpired term of outgoing Comm. Cheryl Byrd 1/01.
Kim Bailey replaced Ann Laughlin 7/01; David Quidley replaced Bryan Shaw 7/01.

Jeff Tack filled unexpired term of Dawn Enoch 7/01; Eric Spears filled unexpired term of Donnie Just 7/01.
Kermit Skinner filled unexpired term of the late Curtis Creech 6/02.
DCBC eliminated seat for Cancer Support Group 7/1/02.
Jody Crosswhite filled unexpired term of Trish Blackmon 12/02.
Comm. Cheryl Byrd appointed to fill unexpired term of outgoing Comm. Geneva Perry 2/03.
Margie Midgett appointed to fill unexpired term of Dell Collins 3/03.
Doug Seay replaced Jeff Tack and Sandy Morrison apptd. to fill term of David Hoare 6/03.
Pete Groom replaced Alex Risser 6/04; Pat Morrissey replaced Kermit Skinner, 6/04.
Kenny Kee replaced Jimmy Perry 6/04; Megan Gregory replaced David Quidley 1/05.
Robert Woodard apptd. to fill unexpired term of Doug Seay 2/05.
Amy Etheridge apptd. to fill unexpired term of Kim Bailey 2/05.
Ben Sproul apptd. to fill vacant OB Rest. Assoc. seat 4/05.
Andy Szakos filled term of Sandy Morrison & Michelle Pharr filled term of Bob Woodard 3/06
Tim Shearin filled unexpired term of Pat Morrissey 4/06.
David Kleinschuster apptd. to fill unexpired term of Amy Etheridge 6/06.
Comm. Jack Shea apptd. to fill unexpired term of Cheryl Byrd 1/07.
Amy Montgomery filled unexpired term of Gina Scarborough 9/11.
Kristen Parrino filled vacant Hatteras Island seat 4/15.
Apptd. Ginny Zdanski to fill vacant Public Human Service Agency seat 11/16.
Apptd. Mandy Earnst to fill Human Services Sector seat 10/17.
Alex Chandler appointed to replace John Winston, Jr. 6/18
Chuck Lycett replaced Jay Burrus who retired 9/18; Jim Tobin replaced Jack Shea 1/19
Mandy Earnst removed from list, never attended meetings per Don Cabana 1/19
Mayte Hernandez-Beacham apptd. 10/19; Maria Heifferon resigned 10/19
George Carver, Jr. apptd. 12/19
Lorenzo Foster and Amanda Hooper apptd. 2/21
Stephanie Webb apptd. to serve in Human Services Sector seat. 3/22
Brandi Bohanan, Chuck Lycett, Nessie Siler, and Alex Chandler were reappointed. Kenny Kee did not want to be reappointed. 5/22

REVISED 5/22

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice Library Board

2nd choice Transportation

3rd choice _____

Name Kathryn Fagan

Address 115 Airport Rd. PO Box 44 (mailing)

City/State/Zip Manteo, NC 27954

Email Address kpfagan45@gmail.com

Telephone Home: 2529470211

Business: _____

Resident of Dare County: yes no

Occupation: Attorney

Business Address: _____

Educational background:

Bachelor of Arts

Juris Doctorate

Business and civic experience and skills:

Various Bar activities, League of Women voters, on the Board of Governors

for the Elizabethan Gardens, Representing business clients such as hotels.

Other Boards/Committees/Commissions on which you presently serve:

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
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I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: _____ Signature of applicant: _____

FOR OFFICE USE ONLY:

Date received: 4-8-19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Cheryl Anby, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to cheryl.anby@darenc.com

Advisory Board or Committee interested in:

1st choice Albemarle Region Resource & Development

2nd choice Library

3rd choice Transportation

Name Maggie May

Address 109 E Sir Walter Raleigh Dr, KDH

City/State/Zip _____

Email Address cmmay2@ncsu.edu

Telephone Home: ~~(919) 773-6704~~ (252) 489-9945

Business: _____

Resident of Dare County: yes no

Occupation: Professor

Business Address: _____

Educational background:
NC state university, EdD
Appstate, Masters

Business and civic experience and skills:
Attached

Other Boards/Committees/Commissions on which you presently serve:

Attached

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Attached			

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 8/11/2020 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 8/2020



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below.

Advisory Board or Committee you are interested in:

1st Choice* Transportation Advisory Board

2nd Choice

3rd Choice

Your Personal Information

Name* John B Rafferty

Address* 205 W Kitty Hawk Rd

City/State/Zip* Kitty Hawk NC 27949

Email* jxrafferty@gmail.com

Personal Phone* Enter 9 digit number. Do not enter any spaces or special characters.
(678)908-6241

Business Phone Enter 9 digit number. Do not enter any spaces or special characters.

Business Address

Occupation* Retired

Residency* Are you a resident of Dare County?

YES

NO

Your Background

*Due to limited space, please complete in paragraph format. The text boxes are limited to 450 characters

Education* Educational Background - please write in paragraph form, not as a list
upon graduation of high school, I enlisted in the US Navy where I served for 6 yrs.

Experience* Business and civic experience and skills - please write in paragraph form, not as a list
Worked for the Department of Justice for 22 years where I was on the crisis support
team and the community outreach program.

Current Services* Other boards/Committees/Commissions on which you presently serve - please write in
paragraph form, not as a list
I am not on any board or committees at this time.

References



List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

REFERENCE #1

Name * Jennifer Albanese

Business * Interfaith Community Outreach

Address * 115 Mustian st, Kill Devil Hills. NC 27948

Phone * Enter 9 digit number. Do not enter any spaces or special characters.
(252)480-0070

REFERENCE #2

Name * Celeste Osorio

Business

Address

Phone * Enter 9 digit number. Do not enter any spaces or special characters.
(252)202-8186

REFERENCE #3

Name * Ray Bowser

Business

Address

Phone * Enter 9 digit number. Do not enter any spaces or special characters.
(252)489-0692

Signature * I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.



Date 7/15/2022

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Cheryl Anby, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to cheryl.anby@darenc.com

Advisory Board or Committee interested in:

1st choice Library Board

2nd choice Transportation Advisory Board

3rd choice Zoning Board of Adjustment

Name Jo A. Wilson-Harfst

Address 1723 Virginia Ave.

City/State/Zip Kill Devil Hills, NC 27948

Email Address joannharfst@gmail.com

Telephone Home: 804-384-1584

Business: NA

Resident of Dare County: yes no

Occupation: retired

Business Address: _____

Educational background:

MPA - Pub. Admin., BA - Sociology

SPHR - Human Res. certification

Business and civic experience and skills:

Served as local director of Social Services in Mathews Co. VA 17 years. Was Eastern Reg. Dir. of Social Services in VA 4 years. Was program Dir. for VA chapter March of Dimes 4 years. Have served on numerous family services boards over the years and on board of a local charitable foundation for 6-8 yrs.

Other Boards/Committees/Commissions on which you presently serve:

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Kimberly Irvine	Administrator	906 Marlbank Dr. Yorktown VA	757-272-6028
Janine Sewell	retired Admin.	P.O. Box 41 Avon, NC 27915	540-376-2358
Gail Davidson	Child Protective Ser. Consultant	417 Fishermans Rd. Norfolk, VA	757-288-8384

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 10/10/2020 Signature of applicant: *Janine Hopt*

FOR OFFICE USE ONLY:

Date received: 10/13/2020



Health and Human Services Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

September, 2022

HEALTH AND HUMAN SERVICES BOARD

(Staggered/Four Year Term)

Serves as the policy-making, rule-making and administrative board of the consolidated human services agency. NCGS 153A-77 requires that "After the subsequent establishment of the Human Services Board, it's Board shall be appointed by the Board of County Commissioners from nominees presented by the Human Services Board."

The follow terms expire this month:

Kevin Phillips, Nicholas Kiouis, Christopher Roberts and Ashley Jackson

The Health and Human Services Boards recommends reappointment of Christopher Roberts and Ashley Jackson.

New appointments:

***Brent Richardson (pharmacist) replacing Kevin Phillips
Jamie Daniels (at large member) replacing Nick Kiouis***

Applications have been received from:

**Jamie Daniels, James Martin, Nancy Moore, Cheri Peele, Brent Richardson, Isaac Simonsen,
Chris Vlahos and Stephanie Webb**

Other Members: See attached list

HEALTH AND HUMAN SERVICES BOARD
(Staggered/Four Year Term)

The Health and Human Services Board serves as the policy-making, rule-making,
and administrative board of the consolidated human services agency.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Kevin Phillips 186 Scuppernong Road Manteo, NC 27954 216-5751 (H) 473-5801 (W) (Pharmacist Position)	9/22	Apptd. 9/14 Reapptd. 9/18
L'Tanya Murray 118 Raleigh Wood Dr. Manteo, NC 27954 423-1104 (H) 489-3629 (W) (At Large)	9/25	Apptd. 6/15 Reapptd. 9/17,10/21
Nicholas Kiouis P.O. Box 35 Point Harbor, NC 27964 441-7064(W) 202-1354(H) (At Large)	9/22	Apptd. 9/13 Reapptd.9/14, 18
Dr. Mark Grossman 512 Pirates Way Manteo, NC 27954 423-0975 (Veterinarian Position)	9/24	Apptd. 3/16 Reapptd. 9/16, 8/20
Doug Tillett 105 Middle Street Manteo, NC 27954 dougcsseptic@aol.com 252-473-23379 (Engineer Position)	9/25	Apptd. 9/21
Dr. Daniel L. Jones 810 Back Bay Road Manteo, NC 27954 252-441-2000 (Optometrist Position)	11/23	Apptd. 11/19
Wally Overman 549 Skyco Road Manteo, NC 27954 473-3433 (H) 216-6042 (W) (At Large)	9/24	Apptd. 3/17 Reapptd. 8/20

Dr. James Woodson 104 Alder Branch Road Manteo, NC 27954 305-4450 (H) 441-1319 (W) (Dentist Position)	9-23	Apptd. 11/15, 11/19
Alexis Hodges P.O. Box 29 Hatteras, NC 27943 986-2230 (H) 995-3900 (W) (Nurse Position)	9/24	Apptd. 9/13 Reapptd. 9/16, 8/20
Christopher Roberts PO Box 161 Manteo, NC 27954 coastalcounseling@yahoo.com 473-7077 (H) 473-4727 (W) (Social Worker Position)	9/22	Apptd. 10/18
Ashley Clower' 162 S. Dogwood Trail Kitty Hawk, NC 27949 732-691-0927 (H) (Physician Position)	9/25	Apptd. 9/21
Ashley Jackson PO Box 446 Hatteras, NC 27943 703-489-1898 (H) 252-489-6644 (W) jacksonas@daretolearn.org (At Large)	9/22	Apptd. 4/19
Tim Shearin 136 Cannon Trail Manteo, NC 27954 473-1730 (H) 475-9251 (W) (At Large)	9/23	Apptd. 11/13 Reapptd. 9/15, 11/19
Janine M. Sewell P.O. Box 41 Avon, NC 24915 540-376-2358 (C) (At Large)	9/24	Apptd. 9/20
Allen Moran 381 Mother Vineyard Rd Manteo, NC 27954 252-423-1309 (H) (At Large)	9/25	Apptd. 9/21

Ervin Bateman
4148 Poor Ridge Road
PO Box 1127
Kitty Hawk, NC 27949
Ervin.bateman@darenc.com
216.1526 (C)
(Commissioner Rep.)

9/25

Apptd. 1/19
Reapptd. 9/21

NOTES: Formed September 2013

MEETING INFO: 4th Tuesday of February and August and on the 3rd Tuesday in May and November unless otherwise noted, 6:30 p.m. DSS Bldg.

CONTACT INFO: Tim Shearin, Chair

MEMBERS COMPENSATED: \$100 per meeting

09/14 - Kevin Phillips replaced Steve Evans
01/15 - Beverly Boswell appointed to fill unexpired term of Allen Burrus
06/15 - L'Tanya Murray filled unexpired term of Brant Murray
11/15 - Dr. James Woodson replaced Dr. J. Trahey Maner
03/16 - Dr. Mark Grossman filled unexpired term of Dr. Steven Samson
03/17 - Wally Overman appointed to fill unexpired term of Beverly Boswell
09/18 - Kevin Phillips and Nicholas Kiouisis reappointed.
10/18 - Christopher Roberts appointed to replace Tanya Barkley Graham (Social Worker Seat)
01/19 - Ervin Bateman replaced Bob Woodard
04/19 - Ashley Jackson appointed to fill vacant At Large Seat.
06/19 - Dr. Janet Riddick passed away
11/19 - Daniel Jones apptd. as optometrist, Tim Shearin and James Woodson reappointed
08/20 - Dr. Grossman, Wally Overman and Alexis Hodges reapptd.
09/20 - Janine Sewell appointed to fill Frank Hester vacancy
09/21 - Dr. Ashley Clower apptd. to replace Dr. Christian Lige, Doug Tillett to replace David Ryan and Allen Moran to replace Kaye White

REVISED 10/21



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Advisory Board or Committee interested in:

1st choice: Health and Human Services Board

2nd choice:

3rd choice:

Name: JAMIE DANIELS

Address: 301 DEVON STREET

City/State/Zip: MANTEO, NC 27954

Email Address: manteojamiedaniels@gmail.com

Telephone: Home: (252)216-5518 Business: (252)473-6888

Resident of Dare County: YES

Occupation: RESTAURANT OWNER

Business Address: 512 HWY 64/264

Educational background:

I graduated from Manteo High School in 1989. Two years after high school I moved to Baltimore and to attend Baltimore International Culinary College. I graduated from BICC in 1992.

Business and civic experience and skills:

I have owned and operated my restaurant for over 27 years, I was the Mayor of the Town of Manteo for ten years. Concurrently I served as a member of the Dare County Tourism Board for five years. Before serving as mayor I was a member of the Manteo Planning Board for eight years.

Other Boards/Committees/Commissions on which you presently serve:

I am currently serving on the Town of Manteo planning board, I am two years into a four year appointment, I previously served 8 years.

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	KERMIT SKINNER
Business/Occupation	RETIRED, FORMER TOWN MANAGER OF MANTEO
Address	166 CANNON TRAIL, MANTEO NC
Telephone	(252)305-5501



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name PAUL CHARRON
Business/Occupation OWNER, LOST COLONY BREWERY
Address 102 HOLLY COURT. MANTEO NC
Telephone (252)305-3666

Name NATHAN FINNIN
Business/Occupation RECTOR, ST ANDREWS EPISCOPAL CHURCH
Address 109 BAYCLIFF TRAIL, KILL DEVIL HILLS, NC
Telephone (252)441-5382

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Signature of applicant:

Jamie Daniels

Date: 7/13/2022



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Health and Human Services Board

2nd Choice

3rd Choice

Name James Martin

Address 115 Elizabeth Dr

City/State/Zip Manteo NC 27954

Email staton@jmartinco.net

Personal Phone (252)423-0501

Business Phone (252)423-0501

Business Address 115 Elizabeth Dr

Occupation Real Estate Sales and property management

Dare County YES
Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Rose High Greenville, NC Class of 1965
Background Barton College Wilson NC Class of 1971

Business and civic Banking 1972 thru 1996, Wachovia, Planters, and Centura. Self-employed 1996 until
experience and skills present, Dare Mortgage, Inc. and J.S.Martin & Co. Inc. Real Estate sales and
property management, specializing in HOA Mgmt. I was a member and served as
president of Manteo Rotary for the year 2000 and was involved in creation of the
Rockfish Rodeo and the scholarship program for about ten years. Also participated
in Boy Scout and numerous church committees.

Other boards, No Civic responsibilities at this time
Committees,
Commissions on
which you presently
serve

REFERENCE #1

Name Jerry Tillett

Business Sr. Resident Superior Court Judge

Address 246 Croatan Woods Rd. Manteo, NC

Phone (252)423-1998

REFERENCE #2

Name Steve House
Business Dare county Commissioner--First flight Home Services
Address 288 North Dogwood Trail Southern shores NC
Phone (252)305-9258

REFERENCE #3

Name Richard Hess
Business Sun Realty, Sales Mgr
Address PO Box 2273, Kitty hawk, NC
Phone (252)256-2112

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

A rectangular box containing a handwritten signature in cursive script that reads "J.S. Martin".

Date 7/27/2022



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Aging Advisory Council

2nd Choice Health and Human Services Board

3rd Choice Nursing Home Community Advisory Council/DC Joint Comm. Advisory Committee

Name Nancy Elizabeth (Beth) Moore

Address 121B Colington Pointe Drive

City/State/Zip Kill Devil Hills, NC 27948

Email beth.moore@patientadvocate.org

Personal Phone (757)303-9443

Business Phone (800)532-5274

Business Address 421 Butler Farm Road Hampton, VA 23666

Occupation Executive Vice President, Corporate Communications

Dare County Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Ms. Moore joined Patient Advocate Foundation in 2000, a national nonprofit organization that provides case management & financial aid services to patients with chronic and life-threatening illnesses. She has served in multiple positions including EVP of Corporate Communications, and prior to her relocation to North Carolina in 2014, President of Mission Delivery. A graduate of Hampton High School she studied political science at Chowan College

Business and civic experience and skills Proactive, visionary leader for external initiatives involving multi-sector stakeholders who share the mission to improve healthcare access. Instrumental in obtaining national grants & cooperative agreements delivering & directing services across a multitude of nationally recognized programs in the fields of case management and financial assistance. Highly effective advocate with deep expertise surrounding healthcare access obstacles & solutions.

Other boards, Committees, Commissions on which you presently serve Extensive service as expert reviewer and/or advisory board member to numerous and diverse organizations, agencies and coalitions have included: Centers of Disease Control and Prevention Advisory Committee on Breast Cancer in Young Women, Duke University Clinical Trials Advisory Panel for the project on the Impact of Third-Party Payment on Clinical Trials Accrual & Retention, Virginia Cancer Plan Action Coalition (CPAC)

REFERENCE #1

Name Bill Nason, MBA, Chief Financial Officer

Business Patient Advocate Foundation
Address 421 Butler Fam Road Hampton, VA 23666
Phone (757)474-5451

REFERENCE #2

Name Erica Cobb
Business International Taxation
Address 15 Sailfish Drive Manteo, NC 27954
Phone (919)606-0059

REFERENCE #3

Name Rebekah Angove, PhD
Business Executive Vice President, Research and Evaluation
Address 421 Butler Farm Road Hampton, VA 23666
Phone (757)390-9486

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

A rectangular box containing a handwritten signature in cursive script that reads "Beth Moore".

Date 7/11/2022



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice College of the Albemarle Board of Trustees

2nd Choice Health and Human Services Board

3rd Choice Parks and Recreation Advisory Council

Name Cheri L Peele

Address 700 Skipjack Lane

City/State/Zip G-10

Email peeel290@gmail.com

Personal Phone (252)473-8192

Business Phone

Business Address 528 NC Hwy 343 North

Occupation Therapist

Dare County Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Master of Education from the College of William and Mary with a concentration in Community Counseling. Substance Abuse provider education also completed. Undergraduate degree in Psychology was also obtained from the College of William and Mary.

Business and civic experience and skills Worked with Dare County Cooperative Extension with At-Risk Youth. I have also worked for Dare County as a therapist implementing their Substance Abuse at New Horizons. I was in private practice offering Mental Health and Substance Abuse services on the Outer Banks. In private practice, I did see clients from Dare County government and the Town of Nags Head.

Other boards, Committees, Commissions on which you presently serve Founding member of Outer Banks Mommy and Me. I currently am a board member of emeritus.

REFERENCE #1

Name Ronald Bradshaw

Business Currents Construction, Inc

Address 528 NC Hwy 343 North

Phone (757)650-9926

REFERENCE #2

Name Thea Crane O'Neil

Business

Address Martins Point, Kitty Hawk

Phone (252)207-1771

REFERENCE #3

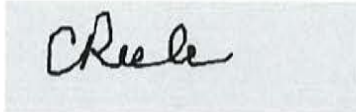
Name Sarah Palmer

Business

Address Sligo, NC

Phone (757)672-6748

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

A rectangular box containing a handwritten signature in cursive script, which appears to read "S. Palmer".

Date 2/11/2022



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Health and Human Services Board

2nd Choice

3rd Choice

Name DONALD BRENT RICHARDSON

Address 2029 MARTINS POINT RD

City/State/Zip kitty hawk, nc, 27949

Email dbrnobx@yahoo.com

Personal Phone (186)441-9542

Business Phone

Business Address

Occupation Pharmacist

Dare County Resident YES

NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I completed 2 years of undergraduate studies at Francis Marion University in Florence, SC with a focus on prepharmacy studies. I then transferred to University of South Carolina College of Pharmacy, Columbia, SC and completed a 4-year Doctor of Pharmacy program graduating in May 2004.

Business and civic experience and skills I have had the pleasure of acquiring experiences and various skills from working in family-owned electronic business serving as a clerk and salesperson. Spent 3 summers working with a tobacco farming operation. Served as a filter / laborer on a heavy construction crew for 1 summer, a research assistance in turf and tobacco for Clemson Research extension, stocker for Pepsi Cola, 20 years with CVS 14 as a pharmacist in charge.

Other boards, Committees, Commissions on which you presently serve n/a

REFERENCE #1

Name Doug Riggs

Business CVS Pharmacy

Address 1115 Us HWY 64, Manteo, NC 27954

Phone (252)305-3360

REFERENCE #2

Name Jill Grutza

Business

Address

Phone (606)375-3017

REFERENCE #3

Name Rick Jimenez

Business

Address

Phone (252)722-1086

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

DONALD BRENT RICHARDSON

Date 6/9/2022

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Cheryl Anby, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to cheryl.anby@darenc.com

Advisory Board or Committee interested in:

1st choice Health & Human Services Board

2nd choice Parks & Recreation Advisory Council

3rd choice ~~Equity & Access Board~~ Older Adult Services Advisory Council

Name Isaac Simonsen

Address 1036 George Daniels Rd

City/State/Zip Manteo, NC 27954

Email Address mr.isaacsimonsen@gmail.com

Telephone Home: 252-333-6986

Business: _____

Resident of Dare County: yes no

Occupation: Personal Property Appraiser

Business Address: 962 Marshall Collins Dr., Manteo NC 27954

Educational background:

Bachelors - Psychology

East Carolina University

Business and civic experience and skills:

Health & Mental Health Manager for Early Head Start

Manager @ a Community Action Agency

Worked for the Autism Society of NC

Other Boards/Committees/Commissions on which you presently serve:

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying:

Name	Business/Occupation	Address	Telephone
Brad Williams	Pastor, Bethany Methodist	137 Old Wharf Rd, Warehese	252-675-88
Devin Wilder	EHS Director	712 Virginia Rd, Edenton	804 852 7197
Edgar Barnes	District Court Judge	962 Marshall Collins Dr	252 305 9397

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: August 14th, 2020 Signature of applicant: *Isaac Lunsford*

FOR OFFICE USE ONLY:

Date received: 8/14/2020

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Cheryl Anby, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to cheryl.anby@darenc.com

Advisory Board or Committee interested in:

1st choice Department of Health & Human Services

2nd choice _____

3rd choice _____

Name Chris Vlahos

Address PO BOX 1427

City/State/Zip ki Hy Hawk, NC 27949

Email Address chris@barefootbernie's.com

Telephone Home: 561-313-6314

Business: 252-261-1008

Resident of Dare County: yes no

Occupation: owner (restaurant)

Business Address: 3730 N. Croatan Hwy

Educational background:

graduate Manteo High School

3 year college East Carolina University

Business and civic experience and skills:

owner Barefoot Bernie's 15 years

Other Boards/Committees/Commissions on which you presently serve:

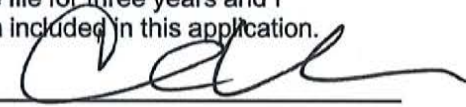
N/A

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
DAVID HINES	contractor		(252) 573-9547
DAVID JOYNER	Mortgage lender		(252) 599-1714
NICK KIOUSIS	restaurant owner		(252) 202-1354

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 6/23/20 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 6/2020



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Juvenile Crime Prevention Council (JCPC)

2nd Choice Health and Human Services Board

3rd Choice Transportation Advisory Board

Name Stephanie Webb

Address 3808 Palmer Drive

City/State/Zip Unit A

Email stephanie.webb@trilliumnc.gov

Personal Phone (336)935-6613

Business Phone

Business Address 201 W 1st Street Greenville, NC 27858

Occupation System of Care Coordinator

Dare County YES

Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Master of Social Work
LCSW-A

Business and civic experience and skills My career has been within the social work profession for over 8 years. I have had the opportunity to provide service to Community Health centers, Non-Profits, local Department of Social Services, local Mental Health and Substance Use Agencies and Long Term Care facilities. I have had the opportunity to engage with multiple counties in Eastern NC such as Wilson, Pitt, Beaufort, Lenoir, Greene and Craven county.

Other boards, Committees, Commissions on which you presently serve Beaufort County JCPC
Dare County Child Collaborative
Beaufort County Child Collaborative
Hyde County Child Collaborative
Beaufort County Mental Health Task Force

REFERENCE #1

Name Dave Peterson

Business Trillium Health Resource

Address 201 W 1st Street Greenville, NC

Phone (252)320-4385

REFERENCE #2

Name Susan Hall
Business Trillium Health Resources
Address 201 W 1st Street Greenville, NC
Phone (252)751-8583

REFERENCE #3

Name Raven Walker
Business Guilford County Schools
Address
Phone (336)501-1784

Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Signature: RAVEN WALKER

Date 2/23/2022



Upcoming Board Appointments

Description

The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on Advisory Boards and Committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees with terms expiring during the next three months.

Information on how to obtain and submit applications follows the list.

Please note there are several boards with vacancies – please check the website.

October, 2022

Veterans Advisory Council – one term expiring

November, 2022

Older Adult Services Advisory Council – two terms expiring

December, 2022

Equalization and Review Board – five terms expiring

Special Motor Valuation Review Committee – three terms expiring

Tourism Board – six terms expiring

~~~~~Instructions for Obtaining and Submitting Applications~~~~~

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website
(Please see Board of Commissioners under Advisory Boards and Committees for link)

Cheryl C. Anby, Clerk to the Board at 475-5700



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