



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

Monday, November 07, 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** Employee of the Month
- ITEM 3** Resolution Showing Appreciation and Support for Dare County Elections Staff and Precinct Workers
- ITEM 4** Public Comments
- ITEM 5** **Public Hearing--**Zoning Text Amendment to the R-2B to allow for Pet Crematoriums as an Accessory Use to Pet Grooming and Kennel Facilities
- ITEM 6** Dare County - Feral Cat - Update
- ITEM 7** 2022 OBX Jeep Invasion
- ITEM 8** Dare County Tourism Board Request Consent Expenditure from Restricted Fund Line Item 4999: Tourism Impact Grant
- ITEM 9** Grant Application - Stumpy Point Dredged Material Disposal Site Modifications
- ITEM 10** Coastal Storm Damage Mitigation Grants
- ITEM 11** Dare County Compensation & Classification Study
- ITEM 12** **Consent Agenda**
1. Approval of Minutes (10/5/22 and 10/27/22)
 2. Tax Collector's Report
 3. Authorization to Present Service Weapon to Retiring Deputy Sheriff
 4. Amend Existing Carolina Complete Health Network Managed Care Contract
 5. Late Applications for Property Tax Exemption - 2022
 6. Schedule of Meeting Dates for 2023
 7. NC Resilient Coastal Communities Program Grant
 8. Golden LEAF Grant - Roanoke Island Drainage Improvements
 9. Flood Mitigation Assistance Grant RFQ

ITEM 13 Board Appointments

1. Veterans Advisory Council
2. Board of Equalization and Review
3. Special Motor Vehicle Valuation Review Board
4. Dare County Tourism Board
5. Older Adult Services Advisory Council
6. Virginia S. Tillett Community Center Advisory Board
7. Dare County Transportation Advisory Board
8. Upcoming Board Appointments

ITEM 14 Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON DECEMBER 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.



Employee of the Month

Description

The Employee of the Month Certification will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



*Resolution Showing Appreciation and Support for
Dare County Elections Staff and Precinct Workers*

Description

Dare County Board of Commissioners recognize the immense importance and work of election staff and precinct workers with a resolution.

Board Action Requested

Approve the resolution.

Item Presenter

Robert Woodard, Sr., Chairman



A RESOLUTION SHOWING APPRECIATION AND SUPPORT FOR DARE COUNTY ELECTIONS STAFF AND PRECINCT WORKERS

WHEREAS, November 7, 2022, has been declared “Election Hero Day,” which is a 501(c)(3) nonprofit program that was created by the Civic Responsibility Project in an effort to recognize the immense importance and work of election administration staff members and poll workers across the nation; and

WHEREAS, the Dare County Board of Elections is governed by a five-member board appointed by the North Carolina State Board of Elections and has the responsibility for safeguarding the will of the people, protecting democracy, and establishing fairness and equity for all in the process of self-governance; and

WHEREAS, it is the mission of the Dare County Board of Elections to provide open, honest and professionally managed election services to the community, and the Dare County Board of Elections ensures that these elections are free, fair, accurate, convenient and accessible to all voters in Dare County; and

WHEREAS, Dare County recognizes election workers as being all Dare County staff members, appointees and support personnel who assist with an election’s preparation, execution and reporting process; and

WHEREAS, there are approximately 100 precinct workers from throughout Dare County who work diligently to support local elections staff at the county’s three early voting locations, as well as all 16 precincts on Election Day, to help administer a smooth voting process for the citizens of Dare County.

NOW, THEREFORE, BE IT RESOLVED, we, as the Board of Commissioners of Dare County, North Carolina, do hereby express our sincere appreciation and support for the Dare County Board of Elections, Dare County Elections Department staff members, poll workers and precinct workers by declaring today, November 7, 2022, as “Election Hero Day.”

This the 7th day of November, 2022.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



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 (46830 NC Highway 12, Buxton). The change for the Buxton location is to accommodate early voting at the Annex.

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Public Hearing--Zoning Text Amendment to the R-2B to allow for Pet Crematoriums as an Accessory Use to Pet Grooming and Kennel Facilities

Description

A hearing is scheduled for 9:00 A.M. After the close of the hearing, the Board will be in position to act on the proposed amendment, may choose to make revisions to the draft amendments based on public input and board discussion, or may choose to take no action. Draft motions for the Board's consideration are included in my staff report. A finding of consistency and reasonableness has also been drafted and this finding should be included as part of any motion for adoption

Board Action Requested

Conduct hearing and act on proposed amendment.

Item Presenter

Noah H Gillam, Planning Director




County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5000

October 24, 2022

MEMORANDUM

TO: DARE COUNTY PLANNING BOARD

FROM: Noah H Gillam, Planning Director 

RE: Public Hearing on Text Amendment to the R-2B to allow for Pet Crematoriums

Pam Anderson has submitted a zoning text amendment request to amend the R-2B zoning district. Ms. Anderson is seeking the addition of pet crematoriums to list of uses offered in the areas zoned R-2B. The R-2B district applies to portions of Colington, and is intended to encourage the development of moderate density residential neighborhoods, to serve as a transition zone between low-density areas and more intensely developed areas, and provide a setting for a limited number of business uses associated with a coastal village location. Any text amendment to the R-2B district would apply to all lands zoned R-2B.

The R-2B is primarily a residential zoning district that offers some business/commercial uses including real estate offices, resident businesses, child care centers, and pet grooming and kennel facilities. I have included a copy of the R-2B regulations for the Board's review. The applicant currently operates a pet grooming and kennel facility located at 208 Williams Drive in Colington.

The 2009 Dare County Land Use Plan includes two policies under Commercial Development heading that are pertinent to this proposed text amendment. A copy of this information is attached with the staff memorandum. LUC #5 encourages the continued existence of locally- owned businesses in unincorporated Dare County. LUC#6 addresses the scope of commercial development and the use of gross floor area limitations to manage the size of commercial development. This proposed text amendment does not seem incompatible with policies listed.

The Dare County Planning Board reviewed the text amendment at their September 12, 2022 meeting. At the planning board meeting planning staff presented the proposed amendment as a stand-alone use or as an accessory use to pet grooming and kennel

facilities. The Planning Board agreed that the proposed amendment should be an accessory use to pet grooming and kennel facilities. Planning Staff also indicated to the planning board that in doing research on pet crematoriums the State of North Carolina does not regulate or enforce any regulations on pet crematoriums. However certain incinerators maybe required to obtain a North Carolina Air Quality Permit. During the discussion a number of conditions to the proposed amendment were identified including, setbacks from residential dwellings, the need for the incinerator to be contained inside a building, and the need for the operator to obtain certification through an industry accreditation program. A condition was also added that would require the operator to submit permits or approvals from the State, should the State start to regulate pet crematoriums.

At the close of the discussion the Planning Board voted unanimously to recommend favorable action of the amendment and associated conditions. The Planning Board found that the proposed text amendment is consistent with the policies of the 2009 Dare County Land Use Plan, specifically LUC #5 and LUC#6. The recommend proposed text amendment and Land Use Plan policies LUC#5 and LUC#6 are attached to this memo for the Boards review.

Any favorable action by the Board of Commissioners must also include a finding of consistency and reasonableness. A statement of this finding is included with my staff report, along with the draft conditions.

Draft Motions:

Motion to adopt: "I move that the draft amendment to the R-2B zoning district, Section 22-22.2 of the Dare County Zoning Ordinance be adopted as drafted. A statement of consistency and reasonableness as prepared by staff is adopted as part of this motion"

Motion to revise: "I move that the draft amendment to the R-2B zoning district, Section 22-22.2 of the Dare County Zoning Ordinance be adopted (*insert revised language*). A statement of consistency and reasonableness as prepared by staff is adopted as part of this motion."

No motion is needed if the Board chooses to take no on action on the proposed amendments. Failure to take no action on the proposed regulation or amendment shall be deemed a denial of the proposed regulation or amendment unless stated otherwise by the Board of Commissioners.



STATEMENT OF CONSISTENCY AND REASONABLENESS

On November 07, 2022, the Dare County Board of Commissioners considered a zoning text amendment to Section 22-22.2 R-2B of the Dare County Zoning Ordinance to allow pet crematoriums as an associated use to Pet Grooming and Kennel Facilities. This amendment seeks to offer a service to residents and visitors that are currently not offered in Dare County.

The Dare County Planning Board reviewed the proposed amendments on September 12, 2022 and voted to recommend favorable action on the amendment.

Section 22-86 of the Dare County Zoning Ordinance requires the Board of Commissioners to approve a statement of consistency and reasonableness for any proposed zoning amendment.

The 2009 Dare County Land Use Plan is the comprehensive plan for unincorporated Dare County adopted by the Dare County Board of Commissioners on December 6, 2010.

A review of the Dare County Land Use Plan found the following policies to be applicable to the zoning text amendment:

Land Use Compatibility Management Topic

Policy LUC #5

Dare County encourages the continued existence and development of locally-owned businesses in unincorporated Dare County.

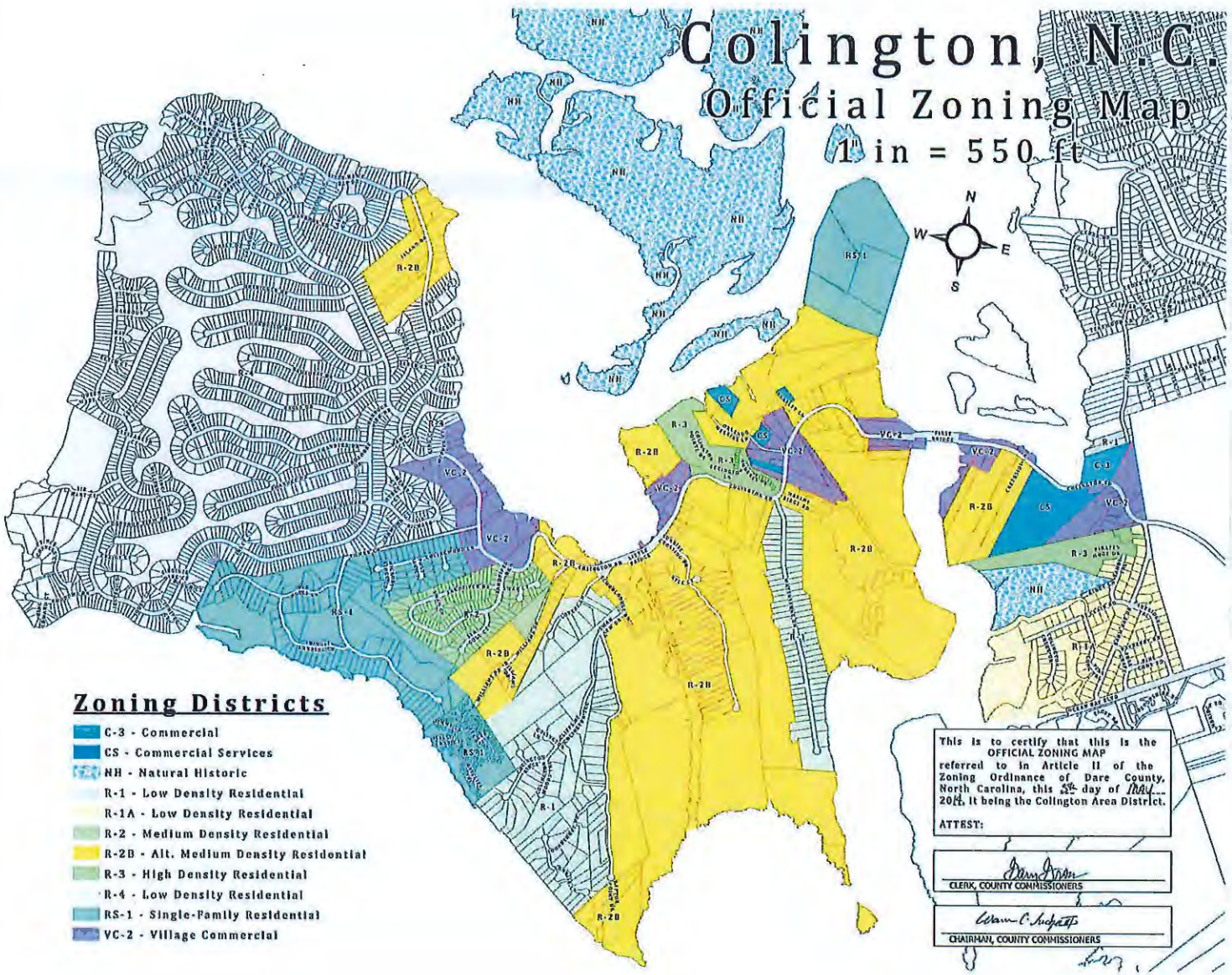
Policy LUC #6

Commercial development should be designed to meet the needs of Dare County's unincorporated villages and not to serve as regional commercial centers. The gross floor area limitations of the Dare County Zoning Ordinance and other applicable land use codes shall be used as a tool to manage the footprint of commercial structures. The goal is manage the size of commercial structures, which serves as a disincentive for regional commercial centers for location in villages.

Based upon a review of the policy, the Dare County Board of Commissioners finds the proposed R-2B zoning amendment to be consistent with the 2009 Dare County Land Use Plan. The Planning Board and Board of Commissioners acknowledge the intent of the R-2B Zoning is district is to serve as transition zone between low-density areas and more intensely developed areas, and provide a setting for a limited number of business uses associated with a coastal village location.

Colington, N.C. Official Zoning Map

1" in = 550 ft



Zoning Districts

- C-3 - Commercial
- CS - Commercial Services
- NH - Natural Historic
- R-1 - Low Density Residential
- R-1A - Low Density Residential
- R-2 - Medium Density Residential
- R-2B - Alt. Medium Density Residential
- R-3 - High Density Residential
- R-4 - Low Density Residential
- RS-1 - Single-Family Residential
- VC-2 - Village Commercial

This is to certify that this is the
OFFICIAL ZONING MAP
referred to in Article II of the
Zoning Ordinance of Dare County,
North Carolina, this 3rd day of MAY,
2014, it being the Colington Area District.

ATTEST:

[Signature]
CLERK, COUNTY COMMISSIONERS

[Signature]
CHAIRMAN, COUNTY COMMISSIONERS

SECTION 22-22.2 - R-2B ALTERNATIVE MEDIUM DENSITY RESIDENTIAL DISTRICT

The following regulations shall apply to the R-2B alternative medium density residential district:

(a) Intent. The R-2B district is intended to encourage the development of moderate density residential neighborhoods, to serve as a transition zone between low-density areas and more intensely developed areas, and provide a setting for a limited number of business uses associated with a coastal village location.

(b) **Permitted uses.** The following uses, and no other uses, shall be permitted by right:

(1) Detached single-family dwellings.

(2) Duplexes.

(3) Customary accessory uses.

(4) Mobile homes; provided that:

(a) They are placed on foundations and anchored according to the North Carolina State Building Code for mobile homes in a hurricane State.

(b) The requirements of the building inspector regarding skirting material and skirting area are complied with.

(5) Minor mobile home parks, according to the standards of the Dare County Mobile Home Park Ordinance.

(6) Crab shedding operations.

(7) County owned or leased facilities.

(8) Wind turbines for use in conjunction with a residential dwelling to be located on the same site subject to the following conditions:

(a) The minimum lot size - 10 acres.

(b) The maximum height of the wind turbine including the blades shall not exceed 50 feet.

(c) The wind turbine shall be located a minimum of 50 feet from all property lines.

(d) The wind turbine shall be used to provide electrical power for one residential dwelling and its associated accessory structures on the site. (Adopted 10-19-15)

(9) Accessory dwelling unit according to the provisions of Section 22-58.6 of this code. (Adopted 10-15-2018)

(c) **Special uses.** The following uses are permitted subject to the requirements of this district and additional regulations and requirements imposed by the Board of Commissioners as provided in Article IX of this chapter:

(1) Churches and cemeteries.

(2) Fire stations, schools and other public buildings.

(3) Home occupations.

(4) Private clubs, including boat launching areas, golf courses, tennis courts, community centers, libraries, picnic areas, beach clubs and concessions integral thereto; provided that no open commercial activity and that no sign other than a directional sign is allowed.

- (5)** Public and private utility facilities.
 - (6)** Public and private parks and playgrounds.
 - (7)** Bed and breakfast homes provided that:
 - a. There are no more than 3 units in a home.
 - b. It is owner occupied.
 - (8)** Campgrounds.
 - (9)** Fish houses and dockage.
 - (10)** Real Estate Offices.
 - (11)** Resident business provided that:
 - a. Family member(s) resides on premises plus one other non-resident employee.
 - b. Merchandise produced on or off the premises may be sold at the business.
 - c. The total square footage designated as the resident business may not exceed 40% of the total floor area of the home. The business area may be located within the confines of the home or in an accessory building located on the same property provided the 40% maximum area is not exceeded.
 - d. One indirectly lighted sign; each side not to exceed four square feet may be installed.
 - e. Parking requirements Section 22-56 for the proposed use shall be applied.
 - (12)** Family child care homes as defined in Section 22-2 and subject to the provisions of Section 22-29.1. (Amended 5-16-11)
 - (13)** Child care facilities which are an accessory use of an existing or proposed church, public school, or other public building.
 - (14)** Major mobile home parks, according to the standards of the Dare County Mobile Home Park Ordinance.
 - (15)** Pet grooming and kennel facilities.
 - (16)** Residential child care centers subject to authorization as Permit for Special Exception according to Section 22-29.1. (Amended on 4-7-08)
 - (17)** Educational housing projects subject to the provisions of Section 22-58.8.
 - (18)** Special use subdivisions subject to the provisions of Section 22-58.9.
- (d)** Dimensional requirements:
- (1)** Minimum lot size:
 - a. Single-family lots served by a private well and an on-site septic tank/drain field system: 20,000 contiguous square feet of soil not classified as a coastal wetland.
Single-family lots served by a central water supply and an on-site septic tank\drain field system: 15,000 contiguous square feet of soil not classified as a coastal wetland.
Single-family lots served by a central water supply and a central wastewater disposal system: 15,000 contiguous square feet of soil not classified as a coastal wetland.

b. Duplex lots if served by a private well regardless of wastewater disposal method: 20,000 square feet.

Duplex lots if served by central water regardless of wastewater disposal method: 15,000 square feet. (Amended 10-15-2018)

c. Resident business: 30,000 contiguous square feet of soil not classified as a coastal wetland.

(2) Minimum lot width: 75 feet measured at the building setback line.

(3) Minimum front yard: 25 feet.

(4) Minimum side yard: 10 feet. An additional 10-foot side yard setback adjacent to the street is required for a corner lot.

(5) Minimum rear yard: 20 feet.

(6) Maximum allowable lot coverage by principal use and all accessory structures and uses:

a. For all residential uses including home occupations, bed and breakfast homes, and resident businesses: 30%.

b. For all other uses: 50%.

(7) Height limitation: 35 feet.

(Adopted by the Dare County Board of Commissioners on June 16, 1997)

(Am. Ord. passed 9-16-2019; Am. Ord. passed 6-21-2021)

Commercial Development

As noted in the previous section, residential development is the preferred pattern of development for unincorporated Dare County. However, some commercial development is necessary to provide goods and services to the local residents and our seasonal visitors. One objective established for commercial development is that such development should reflect the Outer Banks coastal heritage. In the Planning Board discussions of this issue, various alternatives were addressed and it was noted that this objective will be difficult to implement. Most often building design standards are used to establish architectural features, façade, and paint schemes. Reaching a consensus of appropriate building design standards is difficult and often faced with opposition from the business community. The importance of aesthetics as a quality of life issue and our continued appeal to seasonal visitors was stressed by the Planning Board in writing the policies for this topic.

One objective identified for this management topic was to keep commercial development on a neighborhood scale and of a scope that is not designed to attract regional markets. In 2003, the Dare County Board of Commissioners adopted gross floor limitations for the commercial zoning districts in unincorporated areas of the County. The zoning maps for Mann Harbor and Wanchese also included gross floor area limitations. In 2007, a gross floor area limitation was also adopted by the Board of Commissioners for the unzoned areas of Dare County. These gross floor area limitations should assist with the objective of neighborhood commercial development, not commercial development for regional markets.

The Planning Board also noted that the 2003 policy encouraging the continued existence of locally owned businesses should be included in the 2009 update. Many of the locally owned businesses have been in operation for many years, and in some instances, before zoning regulations were adopted by Dare County. Some of the businesses may have been rendered non-conforming with the overlay of zoning regulations. Amendments to the Zoning Ordinance to address the non-conforming status of older, existing businesses should be considered to ensure the replacement or repair of non-conforming commercial structures in support of the policy for locally-owned businesses. The eclectic nature of the businesses in unincorporated Dare County, especially along the Highway 12 corridor on Hatteras Island, is part of the appeal of the Outer Banks. Creating a favorable environment for the business community will assist with the continued success of the small neighborhood shops and stores in existence today.

Another potential tool identified during the LUP update process to implement the County's objectives is amendment of the Zoning Ordinance to limit drive-thru window service at restaurants and food service businesses. Most franchise food service businesses, especially the fast-food industry, rely on drive-thru window service. An amendment to eliminate this option for food service establishments

would provide an additional layer of protection for the unincorporated areas from franchise businesses that often employ unoriginal, generic, or replicated corporate building designs that are inconsistent with the traditional architecture of the Outer Banks. In addition to the incompatibility of these franchise restaurants with existing coastal village atmosphere, there are secondary impacts such as trash, lines of waiting vehicles, and a decrease in the appeal of the neighborhood that accompany these commercial developments.

The first section of the LUP noted that the needs of the permanent population and the seasonal population vary in terms of what commercial services and goods are desired. Many of the commercial businesses in Dare County are solely focused on the provision of souvenirs and tourist-related goods to the visiting population. The proliferation of these tourist-oriented businesses was identified by a vast majority of the respondents to the Citizen Involvement Poll as an important issue of concern. This concern was also voiced at all of the public input workshops held at the beginning of the update process in 2007. Other jurisdictions have adopted building design standards to address concerns about the aesthetics of these tourist-oriented retail operations. Building design standards do not address the profusion of such retail establishments. The legality of targeting one segment of the retail market and how to do so was identified as an implementation strategy by the Planning Board. Although it may prove extremely difficult to craft an ordinance aimed at tourist-related businesses, there was a strong consensus among the Planning Board that such efforts were worthy of study and research.

Policy LUC #5

Dare County encourages the continued existence and development of locally-owned businesses in unincorporated Dare County.

Implementation Strategy:

1. Inventory of older existing commercial businesses and consideration of zoning amendments to ensure their replacement or repair in the event of damage from a natural disaster. (2011)

Policy LUC #6

Commercial development should be designed to meet the needs of Dare County's unincorporated villages and not to serve as regional commercial centers. The gross floor area limitations of the Dare County Zoning Ordinance and other applicable land use codes shall be used as a tool to manage the footprint of commercial structures. The goal is to manage the size of the commercial structures, which serves as a disincentive for regional commercial centers for location in villages.

DRAFT

Draft Language for Proposed Text Amendment to the R-2B Zoning District

(c) Special Uses

(15) Pet grooming and kennel facilities, a pet crematory may be offered as associated use provided that:

- a. the crematory is 200 ft. from a residential dwelling
- b. the incinerator shall be contained inside a building
- c. a licensed/certified crematory operator shall be on staff
- d. cremation services shall be limited to domesticated animals, livestock shall not be permitted
- e. all applicable Local, State and Federal laws and rules are in compliance and that all applicable licenses and permits are obtained and a copy is provided to the Planning Department.

DRAFT

DRAFT



(X) [FIND A MEMBER IN YOUR AREA \(/SEARCH/CUSTOM.ASP?ID=5419\)](#)

(/)

[MENU](#)

Online Certified Pet Crematory Operator

[Education](#) » [Online Certified Pet Crematory Operator Class](#)



GET YOUR STAFF IAOPCC/CANA CERTIFIED TODAY!

We are excited to announce our ONLINE Certified Pet Crematory Operator Program (CPCO)! This prestigious and much sought after certification is now easily available to you and your employees. Key features of our online program include:

- ***IAOPCC Membership Discount (see member discount code below)***
- ***Quick and easy registration – your staff can start their education immediately!***
- ***A self-paced exam with 90-days of access to allow ample time for your staff to complete their certification!***
- ***Video modules of classroom discussions and active participation!***
- ***A Certificate mailed upon successful completion for prominent display at your facility!***



The Certified Pet Crematory Operator Program (CPCO), a collaboration between the International Association of Pet Cemeteries and Crematories and the Cremation Association of North America, is designed to ensure that you and your employees have the most current crematory operations training available in the market today. Participation in the CANA/IAOPCC CPCO Program assures the public that you are committed to safe pet cremation practices and that the utmost respect and care is a priority. Our online class offers extensive knowledge—technical, scientific, and legal—all of which is proactive prevention for future business problems for you.

The classroom component will address major topic areas such as an overview of the pet cremation process, equipment and operations, the cremation process in detail, and standards and ethics. The final exam will also be administered online. The course is taught using video with small group activities, case studies, videos, whole class discussions and lecture.

Taught by industry experts, this program provides pet loss and cremation professionals of all backgrounds and levels of experience a thorough knowledge of the practices and procedures that will help reduce the risk of litigation for you! SIGN YOUR STAFF UP TODAY!

CPCO Online Class Registration Fees:

\$495.00* for IAOPCC Members

\$595.00 for Non-Members

Non-Member Registration

CLICK HERE TO REGISTER

(<https://www.cremationassociation.org/page/PetCremation>)

Member Registration

CLICK HERE TO REGISTER

(<https://iaopc.site-ym.com/page/MemberCPCO>)

PET OWNERS PLEASE NOTE: Former members are not entitled to use the IAOPCC membership logo. Please be sure to check our Membership Directory and verify that the Cemetery/Crematory is in fact a current member in good standing and not just borrowing the logo, or you may contact the Home Office directly at 1-800-952-5541 or info@iaopc.com (mailto:info@iaopc.com).

750 US Highway 202, Suite 200, Bridgewater, NJ 08807 | Toll Free: 1-800-952-5541 • Fax 908-450-1398 •
info@iaopc.com (mailto:info@iaopc.com)

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Noah Gillam <noah.gillam@darenc.com>

[dcplanningbd] Public Comment for Pet Crematorium on Williams Dr., Colington

2 messages

Barbara <barb@obxbarb.com>
To: DCBOC@darenc.com
Cc: dcplanningbd@darenc.com

Thu, Oct 13, 2022 at 6:59 PM

Dear Dare Board of Commissioners,

I am writing because I oppose the proposed zoning request for a pet crematorium on Williams Dr.

Unfortunately I cannot attend the Public hearing on Nov. 7, and I would like to request that my email be included in the public record.

I live and own my home on Williams Drive.

I just saw that the owner of Ocean Sands K-9 Resort is asking to be allowed to operate a pet crematorium on their property on Williams Dr.

I am very upset and shocked that this type of business would even be considered for Williams Dr. and Ocean Sands K-9 Resort property backs up to the heavily populated Colington Modular community and is next door to a well-attended community church.

This absolutely does not belong on Williams Dr. The smell, the fire hazard and improper disposal of animals will impact my residential neighborhood negatively immensely – and also our property values. You can smell the dog waste when you walk by the Ocean Sands K-9 facility. I cannot imagine how they would "manage" a pet crematorium and the equipment needed to operate this business. What happens during power outages? I have been without power for 5 days+ after storms on Williams Dr., does this kennel owner have a plan to mitigate the smell and health risk during a power outage? How often has Dare Co inspected her facility and have there been any violations from this kennel - especially regarding pet waste disposal? Where is the record of such inspections?

Please do not consider approving a pet crematorium on Williams Dr. It does not belong in our densely populated community RESIDENTIAL neighborhood. A property in East Lake near the county dump is the only suitable location for this type of business and the notion of even considering this is an outrage to anyone who lives and owns property near Williams Dr.

I oppose this proposed pet crematorium on Williams Dr.

I hope our elected leaders will have the courage and common sense to say NO to the pet crematorium loudly!

Sincerely,

10/24/22, 10:25 AM
Barbara Noel
121 Williams Dr.
Kill Devil Hills NC 27948

Dare County Mail - [dcplanningbd] Public Comment for Pet Crematorium on Williams Dr., Colington

Bob Woodard <woodard@darenc.com>
To: Barbara <barb@obxbarb.com>
Cc: dcboc@darenc.com, dcplanningbd@darenc.com

Fri, Oct 14, 2022 at 7:15 AM

Ms. Noel

Thank you for your email and expressing your concerns with the board. Please know that the board will give your concerns their full consideration.

Respectfully
Bob Woodard

Sent from my iPhone
Robert L. "Bob" Woodard, Sr.
Chairman
Dare County Board of Commissioner's
P.O. Box 1000, Manteo, NC 27954
252-216-8240
www.darenc.com

On Oct 13, 2022, at 6:59 PM, Barbara <barb@obxbarb.com> wrote:

[Quoted text hidden]



*Dare County
Feral Cat - Update*

Description

Bill Coleman will provide an update to the homeless/feral cat issue in Dare County.

Board Action Requested

None - update

Item Presenter

Bill Coleman, Executive Director, Animal Shelter



2022 OBX Jeep Invasion

Description

OBX Jeep Charities hosted the 2nd annual OBX Jeep Invasion at the Sound Side Event Site in Nags Head on October 7-9, 2022. They will present an update to the Board.

Board Action Requested

None - presentation

Item Presenter

Commissioner Steve House



*Dare County Tourism Board Request Consent
Expenditure from Restricted Fund Line Item 4999: Tourism Impact Grant*

Description

Tourism Impact Grants totaling \$ \$908,595.00 (project descriptions attached)

Board Action Requested

Consent for Restricted Fund expenditures totaling \$908,595.00

Item Presenter

Lee Nettles, Executive Director

Organization	Project	Project Amount	<i>Recommended Amount</i>
Dare (County of)	Frisco-Buxton Pathway This is the second part of a required 20% match for the Federal Scenic Byway Grant. Project would construct a five-foot wide pathway from Piney Ridge Road in Frisco to Buxton Back Road opposite the secondary school.	\$2,483,800.00	\$200,000.00
Duck (Town of)	Ocean Crest Bicycle and Pedestrian Improvements Construction of an eight-foot wide concrete bicycle/pedestrian pathway along the east side of Highway 12 from the Ocean Crest neighborhood to the existing pathway at E. Charles Jenkins Lane	\$110,128.68	\$78,000.00
Kill Devil Hills (Town of)	Sidewalk in Front of Wright Brothers Memorial Construct five-foot wide sidewalk linking existing sidewalk segments along westside of Highway 158 from Colington Road to W. Landing Drive.	\$424,980.00	\$177,000.00
Nags Head (Town of)	Whalebone Park Restrooms Construct a permanent two stall universally accessible restroom close to the ADA parking area at Whalebone Park.	\$150,000.00	\$112,000.00
Outer Banks Forever	Historic Weather Bureau Signal Replacement Rebuild the Signal Tower at the Weather Bureau Station in Hatteras to serve as an educational and historical attraction at the Weather Bureau.	\$37,095.00	\$34,595.00

Tourism Impact Grant

FY22/23

Organization	Project	Project Amount	Recommended Amount
Outer Banks Forever	Cape Hatteras Lighthouse Pathway	\$2,080,583.00	\$132,000.00
	Construct a paved path from the lighthouse entrance on Highway 12 following Lighthouse Road to the parking lot at the Old Lighthouse Beach, then continue to the lighthouse following the actual path the lighthouse took when it was moved to its current position.		
Southern Shores (Town of)	Walking Path on E Highway 12	\$328,415.10	\$150,000.00
	Construct a five-foot wide concrete walking path from Ocean Boulevard along the east side of Highway 12 to the existing walking path at E. Dogwood Trail.		
Southern Shores Civic Association	Accessible Access East side of 96A Ocean Blvd Access	\$37,235.00	\$25,000.00
	Construct a handicapped access ramp from the walkover at 96A Ocean Boulevard down to the beach for easier accessibility to the oceanfront.		

Total Amount in TIG (Short Term Unappropriated)	\$ 858,832.00
Withdrawn Skate Park Town of NH Grant	\$ 30,000.00
Withdrawn OB Forever Wright Brothers Trail of Flight Grant	\$ 21,250.00
Total Available	<u>\$ 910,082.00</u>
Total Recommended Amount	<u>\$908,595.00</u>
Difference	\$1,487.00



Grant Application - Stumpy Point Dredged Material Disposal Site Modifications

Description

The Infrastructure Investment and Jobs Act allocated \$2.58 million to the U.S. Army Corps of Engineers to dredge Stumpy Point Range 1 to the Pamlico Sound. This does not include the basin or Range 2 to 4 due to Corps concerns about heavy metals. In addition, DOT will be providing funding for dredging the emergency ferry route channel. Dare County is responsible for the provision of disposal sites and associated costs. To provide necessary capacity, the disposal site berm will need to be elevated at a cost of \$835,000, of which Dare County would be responsible for \$208,750. Current Fund Balance for these types of projects is \$932,602. Future projects which will utilize this balance will include a new disposal site for future Wanchese dredging events.

Board Action Requested

Authorize submission of DEQ Shallow Draft Application and Adopt Resolution

Item Presenter

Barton Grover, Grants & Waterways Administrator



Resolution to Sponsor the Stumpy Point Confined Disposal Facility Modification Project

WHEREAS, Dare County desires to sponsor the Stumpy Point Confined Disposal Facility Modification Project to provide additional capacity for dredged materials in preparation for the upcoming U.S. Army Corps of Engineers pipeline dredging project.

THEREFORE, BE IT RESOLVED THAT:

- 1) Dare County requests the State of North Carolina provide financial assistance to Dare County for the Stumpy Point Confined Disposal Facility Modification Project in the amount of \$626,250 or 75% of project cost, whichever is the lesser amount;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

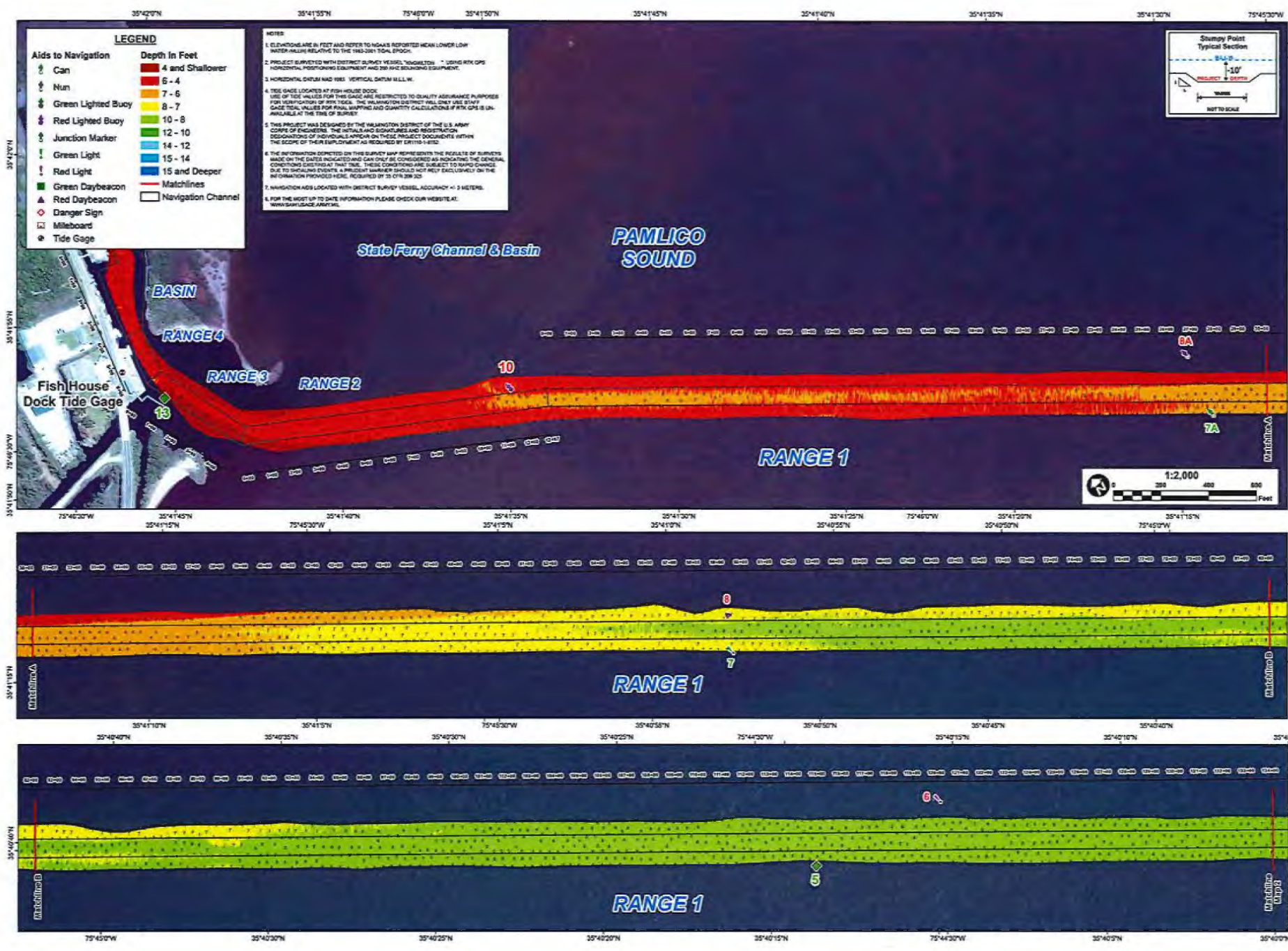
This the 7th day of November, 2022.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board





US Army Corps of Engineers
Wilmington District

NORTH CAROLINA

Map showing locations: Marshe, Morehead City, Stumpy Point, Oregon Inlet.

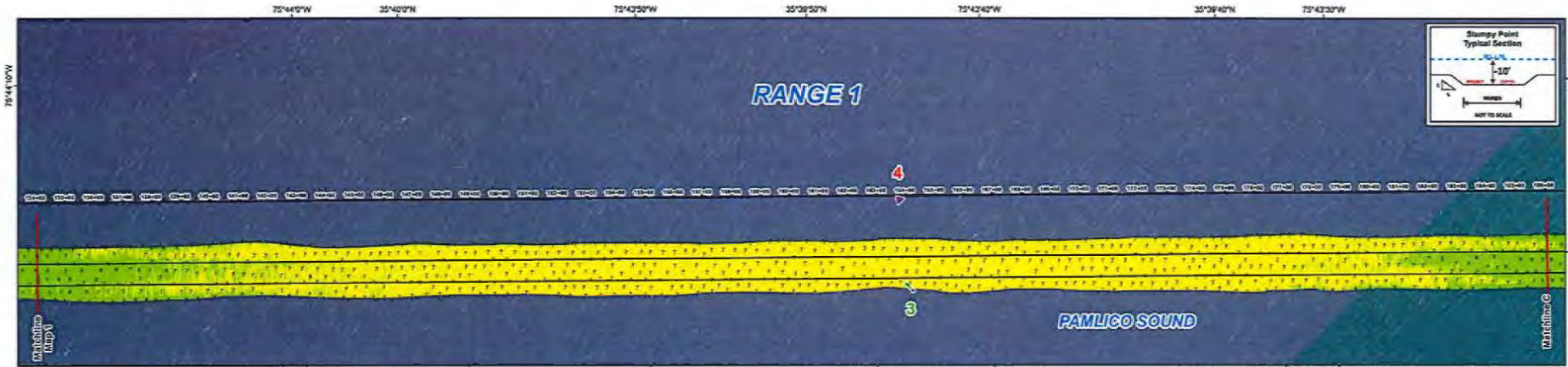
SURVEYED BY: DCK_JBD	
MAPPED BY: KTRPSSGD	
PROCESSED BY: KTRPSSGD	
SURVEY DATE: 20 OCTOBER 2022	
MAP DATE: 21 OCTOBER 2022	
MAP SCALE: 1:2,000	
IMAGERY DATE: 26 APRIL 2022	
MAP FILE NAME: SH_02_SPT_20221020_CS	
© 2022 DIGITALGLOBE NEXTVIEW LICENSE	

HYDROGRAPHIC SURVEYS

U.S. ARMY ENGINEERS DISTRICT
CORPS OF ENGINEERS
WILMINGTON DISTRICT
NORTH CAROLINA

STUMPY POINT
ENTRANCE CHANNEL & BASIN

Drawn: Emily, North Carolina



LEGEND

Aids to Navigation	Depth In Feet
Can	4 and Shallower
Nun	6 - 4
Green Lighted Buoy	7 - 6
Red Lighted Buoy	8 - 7
Junction Marker	10 - 8
Green Light	12 - 10
Red Light	14 - 12
Green Daybeacon	15 - 14
Red Daybeacon	15 and Deeper
Danger Sign	Matchlines
Mileboard	Navigation Channel

NOTES:

1. ELEVATIONS ARE IN FEET AND REFER TO NOAA'S REPORTED MEAN LOWER LOW WATER (MLLW) RELATIVE TO THE DATUM TOOL EPOCH.
2. PROJECT SURVEYED WITH DISTRICT SURVEY VESSEL "NAVIGATION" USING RTK GPS HORIZONTAL POSITIONING EQUIPMENT AND 200 KHZ SOUNDING EQUIPMENT.
3. HORIZONTAL DATUM: NAD 83; VERTICAL DATUM: MLLW.
4. TIDE GAUGE LOCATED AT 18th HOUR DOCK.
5. USE OF TIDE VALUES FOR THIS GAUGE ARE RESTRICTED TO QUALITY ASSURANCE PURPOSES FOR VERIFICATION OF RTK TIDES. THE WILMINGTON DISTRICT WILL ONLY USE STAFF GAUGE TIDE VALUES FOR FINAL MAPPING AND QUANTITY CALCULATIONS IF RTK GPS IS UNAVAILABLE AT THE TIME OF SURVEY.
6. THIS PROJECT WAS DESIGNED BY THE WILMINGTON DISTRICT OF THE U.S. ARMY CORPS OF ENGINEERS. THE INITIALS AND SIGNATURES AND REGISTRATION DESIGNATIONS OF INDIVIDUALS APPEAR ON THESE PROJECT DOCUMENTS WITHIN THE SCOPE OF THEIR EMPLOYMENT AS REQUIRED BY 47 USC 1614.
7. THE INFORMATION DEPICTED ON THIS SURVEY MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME. THESE CONDITIONS ARE SUBJECT TO RAPID CHANGE DUE TO CHANGING EVENTS. APPLICANT SPANERS SHOULD NOT RELY EXCLUSIVELY ON THE INFORMATION PROVIDED HERE, REQUIRED BY 33 CFR 209.20.
8. NAVIGATION AIDS LOCATED WITHIN DISTRICT SURVEY VESSEL, ACCURACY = 3 METERS.
9. FOR THE MOST UP TO DATE INFORMATION PLEASE CHECK OUR WEBSITE AT WWW.USACE.ARMY.MIL.



SURVEY DATE: 20 OCTOBER 2022	SURVEYED BY: DCH, JBD
MAP DATE: 21 OCTOBER 2022	MAPPED BY: KZPPDSGD
MAP SCALE: 12,000	PROCESSED BY: KZPPDSGD
IMAGERY DATE: 20 APRIL 2022	MAP FILE NAME: SH_03_SPT_20221020_CS

HYDROGRAPHIC SURVEYS
 U.S. ARMY CORPS OF ENGINEERS
 WILMINGTON DISTRICT
 WILMINGTON, NORTH CAROLINA
STUMPY POINT
STATIONS 134+00 THRU 250+00
 Stumpy Point, North Carolina



Coastal Storm Damage Mitigation Grants

Description

The Division of Water Resources (DWR) of the North Carolina Department of Environmental Quality (NCDEQ) awarded 3 grants to Dare County for costs associated with mitigating or remediating coastal storm damage to the ocean beaches and dune systems of the State. NCDEQ requires a Resolution by the Board of Commissioners to accept funds.

Board Action Requested

Adopt Resolutions for the Multi-Town, Avon Village, Buxton Village Projects

Item Presenter

Dustin Peele, Project and Procurement Manager

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director



Bobby Outten
County Manager
Dare County
P.O. Box 1000
Manteo, NC 27954

Dear Mr. Outten:

The Division of Water Resources (DWR) of the North Carolina Department of Environmental Quality (NCDEQ) is pleased to announce that \$1,000,000 in financial assistance for the North Dare County Multi-Town Beach Nourishment has been tentatively approved by the State of North Carolina. The award is pending the successful execution of a grant contract between the State and your municipality.

These funds are to be “used for costs associated with beach nourishment, artificial dunes, and other projects to mitigate or remediate coastal storm damage to the ocean beaches and dune systems of the State,” (§ 143-215.73M) as submitted North Dare County Multi-Town Beach Nourishment. If a project receives State funds and subsequently receives federal funds as a full reimbursement for the project, the Grantee must return any State funds that have become federally reimbursable to the Office of State Budget and Management within 90 calendar days of the costs becoming federally reimbursable.

The Department of Environmental Quality, Division of Water Resources will be contacting you concerning the grant contract and the administrative requirements for the reimbursement of work completed. Again, we thank you for the application and please contact Kevin Hart at Kevin.Hart@ncdenr.gov if you have any questions or concerns.

Sincerely,

Kevin Hart
Coastal Infrastructure Program Manager

CC: Richard Rogers, NC Division of Water Resources





Resolution to Sponsor the Northern Dare County Multi-Town Beach Nourishment

WHEREAS, Dare County desires to sponsor the Northern Dare County Multi-Town Beach Nourishment Project, to mitigate coastal storm damage to the ocean beaches and dune systems of the State.

THEREFORE, BE IT RESOLVED THAT:

- 1) Dare County requests the State of North Carolina provide financial assistance for the Northern Dare County Multi-Town Beach Nourishment Project in the amount of \$1,000,000;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 7th day of November, 2022.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director



Dustin Peele
Dare County Project and Procurement Manager
Dare County
954 Marshall C Collins Dr.
Manteo, NC 27981

Dear Mr. Peele:

The Division of Water Resources (DWR) of the North Carolina Department of Environmental Quality (NCDEQ) is pleased to announce that \$ 5,576,639 in financial assistance for the Avon Village Beach Nourishment, Dare County, NC has been tentatively approved by the State of North Carolina. The award is pending the successful execution of a grant contract between the State and your municipality.

These funds are to be “used for costs associated with beach nourishment, artificial dunes, and other projects to mitigate or remediate coastal storm damage to the ocean beaches and dune systems of the State,” (§ 143-215.73M) as submitted Avon Village Beach Nourishment, Dare County. If a project receives State funds and subsequently receives federal funds as a full reimbursement for the project, the Grantee must return any State funds that have become federally reimbursable to the Office of State Budget and Management within 90 calendar days of the costs becoming federally reimbursable.

The Department of Environmental Quality, Division of Water Resources will be contacting you concerning the grant contract and the administrative requirements for the reimbursement of work completed. Again, we thank you for the application and please contact Kevin Hart at Kevin.Hart@ncdenr.gov if you have any questions or concerns.

Sincerely,

Kevin Hart
Coastal Infrastructure Program Manager

CC: Richard Rogers, NC Division of Water Resources





Resolution to Sponsor the Avon Village Beach Nourishment

WHEREAS, Dare County desires to sponsor the Avon Village Beach Nourishment Project, to mitigate coastal storm damage to the ocean beaches and dune systems of the State.

THEREFORE, BE IT RESOLVED THAT:

- 1) Dare County requests the State of North Carolina provide financial assistance to Dare County for the Avon Village Beach Nourishment Project in the amount of \$5,576,639;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 7th day of November, 2022.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director



Dustin Peele
Dare County Project and Procurement Manager
Dare County
954 Marshall C Collins Dr.
Manteo, NC 27981

Dear Mr. Peele:

The Division of Water Resources (DWR) of the North Carolina Department of Environmental Quality (NCDEQ) is pleased to announce that \$1,557,607 in financial assistance for the Beach Renourishment to Protect NC Highway 12 at Buxton, Dare County, NC has been tentatively approved by the State of North Carolina. The award is pending the successful execution of a grant contract between the State and your municipality.

These funds are to be “used for costs associated with beach nourishment, artificial dunes, and other projects to mitigate or remediate coastal storm damage to the ocean beaches and dune systems of the State,” (§ 143-215.73M) as submitted Beach Renourishment to Protect NC Highway 12 at Buxton, Dare County, NC. If a project receives State funds and subsequently receives federal funds as a full reimbursement for the project, the Grantee must return any State funds that have become federally reimbursable to the Office of State Budget and Management within 90 calendar days of the costs becoming federally reimbursable.

The Department of Environmental Quality, Division of Water Resources will be contacting you concerning the grant contract and the administrative requirements for the reimbursement of work completed. Again, we thank you for the application and please contact Kevin Hart at Kevin.Hart@ncdenr.gov if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that appears to read "Kevin Hart".

Kevin Hart
Coastal Infrastructure Program Manager

CC: Richard Rogers, NC Division of Water Resources





Resolution to Sponsor the Buxton Village Beach Renourishment

WHEREAS, Dare County desires to sponsor the Buxton Village Beach Renourishment Project, to mitigate coastal storm damage to the ocean beaches and dune systems of the State.

THEREFORE, BE IT RESOLVED THAT:

- 1) Dare County requests the State of North Carolina provide financial assistance to Dare County for the Buxton Village Beach Renourishment Project in the amount of \$1,557,607;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 7th day of November, 2022.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



*Dare County
Compensation & Classification Study*

Description

On October 27, 2022, the Board held a Special Board Meeting for the presentation of the Dare County employee Compensation & Classification Study prepared by Evergreen Solutions, LLC.

Board Action Requested

Board to consider the recommendations and conclusions of the Evergreen Solutions study

Item Presenter

Robert Outten, County Manager

Budgeted in FY 2023

Fund	Implement		Step	Totals	Hybrid Cost	1/2 Year	FY23 Budget	FY24 Budget
	Fund	501060	501070			Hybrid Cost	Left To Cover	Left To Cover
General	10	500,000	698,593	1,198,593	3,521,671	1,760,835	562,242	2,323,078
C&D	20	-	7,209	7,209	13,642	6,821	(388)	6,433
Sanitation	24	-	13,728	13,728	-	-	(13,728)	(13,728)
Water	36	-	64,463	64,463	458,915	229,457	164,994	394,452
Insurance	45	-	1,521	1,521	-	-	(1,521)	(1,521)
Fleet Main	46	-	14,211	14,211	79,084	39,542	25,331	64,873
DCAA	10/94	-	7,958	7,958	45,369	22,684	14,726	37,411



Consent Agenda

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

November 7, 2022

Consent Agenda Summary

- 1. Approval of Minutes 10/5/22 and 10/27/22**
- 2. Tax Collector's Report**
- 3. Authorization to Present Service Weapon to Retiring Deputy Sheriff**
- 4. Amend Existing Carolina Health Network Managed Care Contract**
- 5. Late Applications for Property Tax Exemption – 2022**
- 6. Schedule of Meeting Dates for 2023**
- 7. NC Resilient Coastal Communities Program Grant**
- 8. Golden LEAF Grant – Roanoke Island Drainage Improvements**
- 9. Flood Mitigation Assistance Grant RFQ**



Approval of Minutes

Description

The Board of Commissioners will review and approve their previous minutes 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 a.m., October 5, 2022

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

Commissioners absent: None

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

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

At 9:04 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Spottswood Graves to share a prayer, and then he led the Pledge of Allegiance to the flag.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

Following is a brief outline of the items mentioned by Chairman Woodard:

- Representative S. Paul O’Neal addressed the Board. He was completing the term of now Senator Bobby Hanig. He had been a Currituck Commissioner for twenty years and had worked with many of the Dare Commissioners and staff. He noted particular pride in the groundwork completed which led to the new COA building in Dare County. He commented the college would change many lives.
- Chairman announced there would be a Wanchese community day and christening event on October 13, 2022 for the new dredge, Miss Katie. He thanked Commissioner Tobin and the Oregon Inlet Task Force for all their hard work on the dredge project.
- William C. Smith of Kill Devil Hills had passed away and Chairman gave a bio of his many achievements, which included being the Chairman of the Kill Devil Hill’s Planning Board.
- Noted Dare County had been blessed after remnants of Hurricane Ian had passed through our area. He asked everyone to keep Floridians in their thoughts and prayers.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Brent Doughtie received a ten-year pin.
- 2) Joshua Coltraine, received a fifteen-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH – October 2022

Stephen Stetson, Systems Administrator for Dare County Sheriff’s Office 911 Communications Center, received the Employee of the Month award from Jack Scarborough. Stephen effectively keeps all the phone and computer systems running as a “one-man show”.

ITEM 4 – PUBLIC COMMENTS

At 9:31 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. Following is a summary of all citizen remarks: *The following comments were made in Manteo.*

1. Spottswood Graves read a North Dare Ministerial Association Pastoral Statement regarding the disapproval of the reversal of Roe v Wade.
2. Willo Kelly and Rosemarie Dozier announced Donna Creef would be the new Government Affairs Director for the Outer Banks Association of Realtors.

No comments made in Buxton. The County Manager closed Public Comments at 9:41 a.m.

ITEM 5 – LITTLE SCHOOL OF FISH CHILD CARE FACILITY – SPECIAL USE PERMIT APPLICATION #5-2022

This item was handled as a quasi-judicial proceeding with all parties to the proceeding being duly sworn. Planning Director, Noah Gillam, outlined a Special Use Permit (SUP) application from Ms. Shifflett. She addressed the Board and explained she would seek licensure and would follow child care guidelines to include students to teacher ratios. The school would be opened four days a week and enroll children beginning at age 2 ½ while operating under the state regulations. The County Manager asked the applicant if she agreed to the findings of fact listed in the SUP, the supporting documents on file, the facts presented by the Planning Director and consent to the SUP as presented. Ms. Shifflett indicated her agreement.

MOTION

Commissioner Bateman motioned to approve the Special Use Permit Application #5-2022. Vice-Chairman Overman and Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 6 – ZONING AMENDMENT TO R-2B ZONING DISTRICT TO ALLOW FOR PET CREMATORIALS AS AN ACCESSORY USE TO PET GROOMING AND KENNEL FACILITIES

Noah Gillam explained this item was a zoning amendment to allow pet crematoriums and would require a public hearing to be set for November 7, 2022, at 9:00 a.m. The zoning amendment would apply to a portion of Colington.

MOTION

Commissioner Tobin motioned to set a Public Hearing for November 7, 2022, at 9:00 a.m. Commissioners House and Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 7 – PROCLAMATION – FIRE PREVENTION WEEK

Steve Kovacs, Dare County Fire Marshal, provided the Board with a proclamation recognizing the 100th anniversary of Fire Prevention Week on October 9-15, 2022. It was the nation’s longest running public health observance on record.

MOTION

Commissioner House motioned to issue the proclamation.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 8 – CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

Chairman Woodard gave an overview of the annual achievement for financial reporting, which had been established in 1945 to encourage state and local governments to go above and beyond with their reporting while being transparent. He noted Dare County Finance Department had received this award for thirty-one consecutive years. He recognized with the Board the amazing accomplishment, which highlighted the dedication of David Clawson, Sally DeFosse and the entire staff of the Finance Department.

ITEM 9 – REIMBURSEMENT RESOLUTIONS FOR SERIES 2023A AND 2023B LIMITED OBLIGATION BONDS (Att. #1 & #2)

Two reimbursement resolutions were presented to the Board. One for the joint EMS/Fire Kill Devil Hills station, the Southern Shores station and the Dare Med Flight hangar/station totaling \$37,122,000. The other was for the Manteo, Frisco, and Manns Harbor EMS stations along with the Manteo Youth Center for \$9,227,000.

MOTION

Commissioner House motioned to adopt the two resolutions.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

ITEM 10– CONSENT AGENDA

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

MOTION

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (09.06.22) **(Att. #3)**
- 2) MOA with the Town of Kill Devil Hills for Use of Fuel Pumps for EMS
- 3) DHHS – Social Services SNAP ARPA Funding Budget Amendment
- 4) VHF Paging System for the Dare County Emergency Communications for Fire and EMS Paging **(Att.#4)**

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 11 – BOARD APPOINTMENTS

1) Upcoming Board Appointments

The upcoming Board appointments for November 2022, December, 2022, and January, 2023 were announced.

ITEM 12 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS

Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety in a video on the Dare County website. Following is a brief summary outline of the items mentioned by Commissioners during this segment:

Commissioner Couch

- They had dealt with a lot water in Hatteras. Some areas had 10-12 feet of water. He cautioned everyone to drive safely. They were still working on the Rodanthe Bridge.
- He enjoyed the pin recipients and employee of the month presentations.
- Announced post review of the beach nourishment areas had been done. The County would be reimbursed if there was a loss found.

Commissioner Bateman

- The Rotary Club was setting up free cardiovascular screenings with Dr. Martin. It would open Monday and he encouraged everyone to register.
- Chief Justice Paul M. Newby recently thanked Dare justice workers with additional praise for the Recovery Court program. His visit to Dare had completed his 100-county tour.
- The Annual Walk Against Addiction was held at First Flight High School. He have given the opening remarks for the alcohol and substance abuse awareness event.
- He enjoyed the recent Hatteras Day at the Docks event.

Vice-Chairman Overman

- Congratulated the service pin and Employee of the Month recipients.
- He had attended the ASBPA conference to hear presentations from other states and counties coping with beach issues. Dare County was the model to everyone.
- He had viewed a video presented on September 23 in Wanchese regarding Oregon Inlet and the need for jetties. He stated the jetties were needed to stabilize the inlet.
- On September 24, he attended the Walk Against Addiction event.
- On September 27, he attended the Shattering the Silence Around Suicide at First Flight High School. A powerful video was presented.
- Asked citizens to keep the hard-hit Hurricane Ian victims in our prayers.

Commissioner House

- He addressed the blue catfish problem. The NC Marine Fisheries was aware of the issue. The fish had been introduced in the Chesapeake area and were now in Currituck and Albemarle. It was an invasive species and the NC Marine Fisheries was looking at a plan.
- NC Marine Fisheries had closed the season on striped bass in the Albemarle Sound. Fisheries believed the stock assessment had been affected by environmental impact.
- He announced the Outer Banks Jeep Invasion would begin October 7-9, 2022.
- Day in History: This day in 1905 Wilber Wright made a sustained flight in Flyer No. 3 for 24.4 miles in thirty minutes. He only landed because he was out of fuel.
- Pet of the Week presented with a video of Piglet, a transfer dog from another county.

Commissioner Ross

- The Outer Banks Community Foundation would host a Backyard Bash at the Brewing Station on October 15 to celebrate forty years of service to the Outer Banks.
- The Councils of Government meeting would be held October 6-7 in Dare County.
- He had toured a few of the oceanfront endangered Rodanthe homes with Superintendent Dave Hallac. Some homes had exposed pipes and septic tanks, with water running under them. Chairman Woodard noted Superintendent Hallac was seeking funding to purchase the endangered homes.

Commissioner Tobin

- When he attended the ASBPA event, they had been told Dare County was the poster child of beach nourishment. Folks there could not believe Dare did not receive state funding to support their beach nourishment projects.

MANAGER'S/ATTORNEY'S BUSINESS

Mr. Outten stated there had been multiple meetings with all stakeholders regarding finding solutions for NC12 problems in trouble areas. They were trying to have input from Secretary of DEQ. Barton Grover had been working on grant opportunities. The falling houses in Rodanthe had many levels to resolve and it was not easy to find solutions.

He commented on his attendance at the ASPBA Conference. The storm measures recommended at the conference had already been tried in the County.

The Sheriff's Office had been awarded a three-year no cash match grant for a total of \$416,354.00. The funds would allow human trafficking officer training, crisis intervention and investigations to facilitate the Regional Human Trafficking Task Force.

MOTION

Commissioner House motioned to approve the budget amendment.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

Mr. Outten explained in July, 2022, legislation had been passed which changed Dare County's local match for shallow draft navigation from 33.3% to 25%. Some of the contracts referred to the old funding matching. A new resolution was needed to affirm the change.

MOTION

Vice-Chairman Overman motioned to approve the resolution.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

Dorothy Hester reminded everyone about Community Day and the christening for Miss Katie in Wanchese. She encouraged people to attend on October 13, 2022. She noted Great Lakes had mentioned the locals and visitors truly embraced the Buxton and Avon beach projects.

The Public Relations team had attended three sessions to learn how to operate a drone. A total of eighteen Dare employees had attended the classes and would be taking a federal test in Elizabeth City. The redesign of the County website would be launched by the end of November or early December. A State of the County address would be presented sometime in early January, 2023, by Chairman Woodard, and was planned to be held at Captain George's Seafood Restaurant in Kill Devil Hills.

Dave Clawson mentioned a new pot of ARP funds had become available. The County would receive \$523,125. He had accepted the funds yesterday with the terms and conditions presented.

Vice Chairman Overman mentioned there was a tentative visit scheduled by Attorney General Josh Stein for October 20, 2022. Mr. Stein would talk about opioid settlement funds and how Dare was handling their share of the settlement. There would be more details about his visit to follow.

ITEM 13 – CLOSED SESSION:

The Manager asked for a Closed Session pursuant to NCGS 143.11(a)(e) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege as to McKinsey and Blackburn lawsuits and NCGS 143-318.11(a)(5) to instruct county staff regarding a real estate contract negotiation and the position to be taken as to property described in Deed Book 1342, page 149, and to approve the minutes of the last Closed Sessions.

MOTION:

Commissioner Woodard motioned to go into Closed Session pursuant to the provisions of the NC Statutes cited by the County Manager.

Commissioners Bateman and House seconded the motion.

VOTE: AYES unanimous

At 10:48 a.m., the Commissioners exited the room to meet in Closed Session. The Board reconvened at 11:37 a.m. County Manager Robert Outten reported that during the Closed Session the Board approved the previous Closed Session Minutes, had discussions with the County Attorney with regard to the McKinsey opioid litigation and the Blackburn suit; instructed county staff on the position to be taken on behalf of the county in negotiating a price and other material terms of a proposed contract for the acquisition of real property, and took no further action.

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

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioners Tobin and Ross seconded the motion.

VOTE: AYES unanimous

At 11:37 a.m., the Board of Commissioners adjourned until 9:00 a.m., November 7, 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 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

10:00 a.m., October 27, 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 available for viewing on the Dare County website www.darenc.com.

At 10:00 a.m. Chairman Woodard called to order the Special Meeting. He invited Commissioner Couch to share a prayer, and then he led the Pledge of Allegiance to the flag.

Chairman Woodard stated he was proud of the proactivity the Board had shown for the betterment of all of Dare County. He thanked Evergreen Solutions and the Human Resources department for their efforts regarding the salary and compensation study to be presented today.

Mr. Outten stated about a year ago the county had begun discussions regarding the county's difficulties in the labor market and compression issues. A compensation study had been completed and would be presented by Evergreen Solutions, LLC.

COMPENSATION AND CLASSIFICATION STUDY

Rob Williamson began the presentation, which included Evergreen's process, results and recommendations. (See archived video.) Mr. Williamson stated staff had been very responsive throughout the process. Employees had participated in focus group meetings and job assessment surveys. The meetings had produced positive comments from staff as to why they work for the county such as: benefits, quality of work relationships, community impact and location. They also voiced concerns such as external/internal equity in salaries and housing affordability.

Evergreen had reached out to eight area counties (Brunswick, Camden, Carteret, Currituck, New Hanover, Orange and Beaufort) and six towns (Kill Devil Hills, Nags Head, Raleigh,

Virginia Beach, Myrtle Beach and Chesapeake) for market “peer” analysis. The market results for seventy-three positions (or classifications) were provided in the slide presentation. The market results noted the county was at a minimum behind market by 18.5% across all salary ranges. The Board discussed with Mr. Williamson the various possible causes of county wage compression and the goal to resolve the issue. Issuance of a yearly COLA, without skipping years, was one aid and could provide an opportunity to maintain pay range increases and remain competitive. Mr. Outten added the County did not currently have a mechanism to move employees from their starting salary through pay grades. That would have to be addressed.

Chairman Woodard stated it was critical to monitor and control wage compression issues. Mr. Outten offered there were other issues such as the lack of a mechanism to give new hires credit for their previous job experience and lack of opportunity to move employees through pay grades. Mr. Williamson added it was critical to work on a succession plan with tenured employees. Career development was important and could be realized with those tenured team members.

There were four recommendations from Evergreen. There were: (1) “adopt an adjusted pay plan with twenty-one total pay grades” (2) “reassign positions based on internal equity and the market results” (3) “place employees within their newly recommended pay grades” and (4) “select an implementation” schedule to fit the “financial means of the county”. There were three options: (1) Bring to Minimum (2) Hybrid Parity and (3) Compa Ratio. Each option was explained and Mr. Williamson suggested Dare consider implementation of the Hybrid Parity Adjustment. “It would give employees full credit for the time spent in their existing job title” and they would receive 50% credit for their overall tenure. The slide provided the average adjustment for the 555 impacted employees would mean an average adjustment of \$6,790.62.

Mr. Outten stated both he and the Human Resources Director recommended implementing the hybrid pay model because it hit all the issues the county was trying to resolve at a middle ground of affordability. If the Board agreed, the next step would be a schedule of implementation. Mr. Outten and Mr. Clawson had provided the Board with two spreadsheets outlining both budget fund options to be used and the cost associated with the different models.

Mr. Outten stated staff would need to know if the Board wanted to use the suggested hybrid model and if so, whether they wanted to implement it using the schedule provided. If the Board did not want to use the provided schedule, it could be reworked over their preferred timing and model chosen.

Chairman Woodard suggested the Board digest the information provided and place it on the agenda for the November 7, 2022 meeting. He added he did not want to hesitate with the second portion of the recommendations. Mr. Outten suggested that could be worked through in the next budget workshop. Chairman Woodard added another topic to address later would be the performance evaluation process. He expressed his appreciation for the work involved

in the study by Evergreen and leadership efforts. Mr. Williamson thanked the Board for the opportunity to work on the project.

COMMISSIONERS' BUSINESS & MANAGER'S/ATTORNEY'S BUSINESS (Att.#1)

Commissioner Tobin asked Mr. Outten to read a resolution requesting emergency action in Oregon Inlet.

MOTION

Vice-Chairman Overman motioned to adopt the resolution

Commissioner House seconded the motion.

VOTE: AYES unanimous

Commissioner Tobin added background information. The County was having the southern end of the alternate channel dredged by Miss Katie. The Corps had performed eleven different vibracore samples. One sample was sand and silt in equal amounts, which raised concerns of turbidity of the water in the dump area. As a result, the dredging permit had been pulled by the Corps. There were several ideas of monitoring being discussed to resolve the issue.

Commissioner House had several fishery issue updates. The 2022 commercial flounder season would be shut down tomorrow. There had been a proclamation to halt the recreational striped bass season in the Albemarle Sound; however, it had been overturned. The season would remain open beginning November 1 through December 31, 2022 (or when the allotment had been reached). The National Oceanic & Atmospheric Administration had proposed an amendment to the North Atlantic Right Whale Vessel Speed Rule which would reduce vessels in the 35-64-foot range to slow to 10 knots in seasonal management areas. The one report of a right whale strike was not in North Carolina. The closing date for comments was October 31, 2022. Several members of the Senate and North Carolina Watermen United had prepared letters in opposition of the proposed amendment.

MOTION

Commissioner Ross motioned that the Board mirror the NC Watermen United letter to oppose the proposed amendment with Chairman Woodard's signature on behalf of the Board.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous.

Commissioner Ross commented the findings from the National Assessment of Educational Progress (Nation's Report Card) had been released. The test scores revealed an historic setback in achievement scores across the United States. He urged everyone to read the article and report.

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

MOTION

Commissioner Tobin motioned to adjourn the meeting.

Commissioners Bateman and House seconded the motion.

VOTE: AYES unanimous

At 11:30 a.m., the Board of Commissioners adjourned until 9:00 a.m., November 7, 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 materials are on file in the office of the Clerk.



Tax Collector's Report

Description

August 2022 Discoveries over \$100
August 2022 Releases over \$100
August 2022 Refunds over \$100
August 2022 NCVTS Refunds over \$100
September 2022 Discoveries over \$100
September 2022 Releases over \$100
September 2022 Refunds over \$100
September 2022 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Discovery Report for REAL ESTATE and PERSONAL PROPERTY

(Discoveries over \$100.00)

MONTH: August

DATE RANGE: 8/1/2022 - 8/31/2022

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Value Discovered	Tax Discovered
U S BANK NATIONAL ASSOCIATTION	974073000	2022	LISTING CORRECTION	60,437.00	435.45
OUTER BANKS BOIL COMPANY AVIATION LLC	978196000	2022	LISTING CORRECTION	327,850.00	1,760.88
NORTHLAND CAPITAL FINANCIAL SERVICES, LL	978189000	2022	LISTING CORRECTION	46,957.00	312.50
OBX TREE DOC LLC	978195000	2022	LATE LISTED	121,996.00	966.88
SKIBO OBX INC	978194000	2022	LISTING CORRECTION	53,655.00	357.08
				610,895.00	3,832.79

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: August

DATE RANGE: 8/1/2022 - 8/31/2022

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel#	Bill Yr	Reason	Value Released	Tax Released
PEELE, MICHAEL ODEN	027812000	2022	REVISE TO EXEMPT	-220,500.00	-1,396.86
FISHERMAN'S HERITAGE, LLC	015528000	2022	REVISE TO EXEMPT	-159,000.00	-1,007.28
BIAMONTE, JOE	937969000	2021	BOAT SOLD IN 2020	-13,810.00	-113.32
BIAMONTE, JOE	937969000	2022	BOAT SOLD IN 2020	-13,810.00	-113.32
HART, HUNTER C	025694219	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-181,316.00	-1,487.88
AMRHEIN, JOHN L JR	020847000	2021	BOAT SOLD IN 2020	-66,540.00	-442.83
BAITTINGER, KENNETH F III	936619000	2022	BOAT TRADED IN 2020	-20,000.00	-144.10
MORRIS, SHEILA RENE A	030835068	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-13,684.00	-112.30
SERNA, DAVID B	018334105	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-50,040.00	-400.57
MOORE, GREGORY P II	937279000	2022	BOAT SOLD IN 2020	-22,803.00	-187.12
MITCHELL, MARK L	024780002	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-12,739.00	-104.53
ACKMAN, BRIAN	027757004	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-26,644.00	-154.09
SUDBRINK, CRAIG W.	962679000	2022	BOAT PERMANENT SITUS IN VA IN 2021	-268,157.00	-2,000.46
WILSON, JOSEPH ANTHONY	937244000	2022	BOAT SOLD 2021	-68,451.00	-561.70
ANDERSON, MICHAEL S	025694255	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-76,698.00	-572.17
COCO'S KEY LLC	024961053	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-31,503.00	-138.79
CANNING, JOHN P JR	017343000	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-24,025.00	-167.42
STARSMAN, RAYMOND SCOTT	029308023	2022	BOAT AND TRAILER SOLD IN 2021	-57,783.00	-348.89
HODSON, DONALD D JR.	938718000	2022	JETSKI AND TRAILER SITUS IN VA	-34,709.00	-236.37
STORY, TIMOTHY L	962346000	2022	BOAT SOLD 2021	-15,375.00	-107.00

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: August

DATE RANGE: 8/1/2022 - 8/31/2022

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel#	Bill Yr	Reason	Value Released	Tax Released
NEWMAN, SEAN HART	027505602	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-17,626.00	-123.45
TODD, SANDY	935318000	2022	ADJUSTED VALUE	-23,300.00	-140.46
ALLIGOOD, CLYDE	938110000	2022	TAGGED YEARLY THROUGH DMV	-23,467.00	-139.45
HOWARD HANNA REAL ESTATE SERVI	984857000	2022	BUSINESS CLOSED	-37,607.00	-289.79
SPENCER YACHTS BROKERAGE LLC	962433000	2022	BOAT SOLD IN 2021	-115,590.00	-732.27
OUTERBANK HOTEL LLC	973149000	2022	LISTING CORRECTION	-472,598.00	-3,745.58
MONRO INC	976700004	2022	LISTING CORRECTION	-13,978.00	-104.28
RODRIQUEZ, ALFONZO	938856000	2022	DUPLICATE LISTING	-24,750.00	-147.06
O'NEAL, JERALD	938138000	2022	TRAILER REMOVED FROM PROPERTY	-21,905.00	-145.25
JOHNSON, WILLIAM GARRETT	938341000	2022	BOAT SOLD IN 2020	-29,021.00	-127.85
JOHNSON, WILLIAM GARRETT	938341000	2021	BOAT SOLD IN 2020	-29,021.00	-127.85
BARNES-VALDES, YASMIN	002504000	2022	REMOVE RENTAL / PERSONAL PROPERTY OF PREVIOUS OWNER	-24,606.00	-195.02
DILLOW, RACHEL LYNN	024652034	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-31,096.00	-167.02
HOLMES, DONNA J	020406000	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-21,711.00	-133.53
CAPE HATTERAS ELECTRIC	014260000	2022	REVISE TO EXEMPT	-226,600.00	-1,365.94
CAPE HATTERAS ELECTRIC	017100000	2022	REVISE TO EXEMPT	-72,100.00	-428.42
CAPE HATTERAS ELECTRIC	012476000	2022	REVISE TO EXEMPT	-46,800.00	-282.10
MAJEWSKI, GAIL D	025694464	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-57,558.00	-472.32
LENHERR, ERIN	938105000	2022	TRAILER SOLD 2021	-17,170.00	-116.94
SMITH, KEITH MICHAEL	022523036	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-22,659.00	-157.70

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: August

DATE RANGE: 8/1/2022 - 8/31/2022

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel#	Bill Yr	Reason	Value Released	Tax Released
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Total Tax Released: -18,939.28

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: AUGUST

Date Range: 8/1/2022 - 8/31/2022

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Refund Amount
THORPE, MARJORIE E	000380151	2022	OVERPAYMENT	-507.99
MCDONOUGH, JOSEPH B	002169000	2022	OVERPAYMENT	-188.09
BENKO, JOHN EDWARD TTEE	017775328	2022	OVERPAYMENT	-851.64
DAVIES, JOHN M	028504000	2021	OVERPAYMENT	-2,509.53
KILL DEVILS FROZEN CUSTARD & BEACH FRIES	7328	2022	OVERPAYMENT	-1,587.57
				<u>-5,644.82</u>



North Carolina Vehicle Tax System

NCVTS Pending Refund report

AUGUST 2022

Primary Owner	Secondary Owner	Address 1	Address 3	Plate Number	Tax Jurisdiction	Change	Interest Change	Total Change
BELSCHES, LYNNE ANN MORIN	BELSCHES, BASIL RAYMOND III	3521 S MEMORIAL AVE	NAGS HEAD, NC 27959	0BX91119	C99	(\$73.53)	\$0.00	(\$73.53)
					T14	(\$52.79)	\$0.00	(\$52.79)
					T14MD3	(\$0.92)	\$0.00	(\$0.92)
					Refund			\$127.24
KOERNER, BETTY LOU		PO BOX 101	KILL DEVIL HILLS, NC 27948	JJX3221	C99	(\$171.59)	\$0.00	(\$171.59)
					T07	(\$137.10)	\$0.00	(\$137.10)
					Refund			\$308.69
RATH, LISA WHITMORE		201 W OCEAN ACRES DR	KILL DEVIL HILLS, NC 27948	0BX9056A	C99	(\$93.18)	\$0.00	(\$93.18)
					T07	(\$74.45)	\$0.00	(\$74.45)
					Refund			\$167.63
TAVES, ZACHARY HARRIS		4001 RIVER PARK DR	SUFFOLK, VA 23435	0BX3698D	C99	(\$304.37)	\$0.00	(\$304.37)
					T20	(\$148.81)	\$0.00	(\$148.81)
					T20BN	(\$30.40)	\$0.00	(\$30.40)
					T20MSD2	(\$22.80)	\$0.00	(\$22.80)
					Refund			\$506.38
ZINSZER, ERIC CHRISTOPHER		112 WEIR POINT DR	MANTEO, NC 27954	0BX96420	C99	(\$165.77)	\$0.00	(\$165.77)
					F51	(\$15.15)	\$0.00	(\$15.15)
					S99	(\$37.25)	\$0.00	(\$37.25)
					Refund			\$218.17
							Refund Total	\$1328.11

Discovery Report for REAL ESTATE and PERSONAL PROPERTY

(Discoveries over \$100.00)

MONTH: September

Date Range: 9/1/2022 - 9/30/2022

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Value Discovered	Tax Discovered
DANIELS, RICHARD W	024940000	2022	REMOVE EXEMPTION	78,300.00	481.64
SLASH CREEK WATERWORK INC	971426000	2022	LATE LISTED	126,052.00	878.40
HAUOLI LLC	984941000	2022	LATE LISTED	218,636.00	1,434.10
WELLS FARGO VENDOR FINANCIAL SERV LLC	977571000	2022	LISTING CORRECTION	64,371.00	382.50
				487,359.00	3,176.64

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH September

DATE RANGE: 9/1/2022 - 9/30/2022

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel#	Bill Yr	Reason	Value Released	Tax Released
ONEY, ERIC	936499000	2022	ADJUSTED VALUE	-20,750.00	-137.60
SNIDER, MIKE	937977000	2022	BOAT SOLD IN 2021	-72,750.00	-447.51
BUTRYM, DAVID	014780000	2022	BOAT SOLD IN 2021	-25,673.00	-174.84
CRAVENS, CHARLES W	025536021	2022	PERSONAL PROPERTY OF PREVIOUS OWNER	-44,522.00	-365.35
WELLS FARGO BANK 141236	973510000	2022	LISTING CORRECTION	-95,096.00	-605.10
WELLS FARGO BANK 142284	972612000	2022	LISTING CORRECTION	-455,181.00	-3,395.65
WELLS FARGO BANK 142332	973604000	2022	LISTING CORRECTION	-115,376.00	-831.29
RGR JD CORP	977566000	2022	LISTING CORRECTION	-37,492.00	-288.90
WINTHROP	977687000	2022	BUSINESS CLOSED IN 2021	-32,175.00	-141.75
TARHEEL R&D LLC	978131000	2022	BOAT SITUS NOT DARE COUNTY	-6,000,000.00	-33,552.00
POINT RUNNER FISHING LLC	977598000	2022	BOAT SOLD IN 2021	-257,620.00	-1,584.67
SAKAR LLC	985098000	2022	LISTING CORRECTION	-399,247.00	-2,978.39
D L PETERSON TRUST	984416000	2022	TRUCK SOLD IN 2021	-88,609.00	-620.71
SENTARA ALBEMARLE REGIONAL MEDICAL	010364777	2019	REVISE TO EXEMPT	-3,925,900.00	-31,799.79
SENTARA ALBEMARLE REGIONAL MEDICAL	026588777	2019	REVISE TO EXEMPT	-163,800.00	-1,326.78
SENTARA ALBEMARLE REGIONAL MEDICAL	010364777	2020	REVISE TO EXEMPT	-5,164,600.00	-36,178.02
SENTARA ALBEMARLE REGIONAL MEDICAL	026588777	2020	REVISE TO EXEMPT	-240,000.00	-1,681.20
SENTARA ALBEMARLE REGIONAL MEDICAL	010364777	2021	REVISE TO EXEMPT	-5,164,600.00	-36,178.02

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH September

DATE RANGE: 9/1/2022 - 9/30/2022

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel#	Bill Yr	Reason	Value Released	Tax Released
SENTARA ALBEMARLE REGIONAL MEDICAL	026588777	2021	REVISE TO EXEMPT	-240,000.00	<u>-1,681.20</u>
Total Tax Released:					-153,968.77

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: September

Date Range: 9/1/2022 - 9/30/2022

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Refund Amount
HAYES, ALIENE J	011661000	2022	OVERPAYMENT	<u>-13,114.00</u>
				-13,114.00



North Carolina Vehicle Tax System

NCVTS Pending Refund report

September 2022

Payee Name	Secondary Owner	Address 1	Address 3	Plate Number	Tax Jurisdiction	Change	Interest Change	Total Change
BAMONTE, PAUL EDWARD JR		109 W LOCHRIDGE CT	NAGS HEAD, NC 27959	8N6737	C99	(\$91.31)	\$0.00	(\$91.31)
					T14	(\$65.55)	\$0.00	(\$65.55)
					Refund		\$156.86	
BERGIN, KRISTINE MARIE		14 SAILFISH DR	MANTEO, NC 27954	JMB7454	C99	(\$133.49)	\$0.00	(\$133.49)
					T10	(\$115.15)	\$0.00	(\$115.15)
					Refund		\$248.64	
COSTULIS, JOHN ARTHUR		4201 S THIRTEENTH STREET	NAGS HEAD, NC 27959	JMM6553	C99	(\$73.81)	\$0.00	(\$73.81)
					T14	(\$52.98)	\$0.00	(\$52.98)
					Refund		\$126.79	
LINDLEY, JANE		1470 DUCK RD	KITTY HAWK, NC 27949	HHW2427	C99	(\$144.08)	\$0.00	(\$144.08)
					T21	(\$79.14)	\$0.00	(\$79.14)
					Refund		\$223.22	
LISENBY, DANA WILSON		114 WOODSLAND DR	MANTEO, NC 27954	XXC6220	C99	(\$114.01)	\$0.00	(\$114.01)
					F51	(\$10.42)	\$0.00	(\$10.42)
					S99	(\$25.62)	\$0.00	(\$25.62)
					Refund		\$150.05	
SNEAD, CHARLES LONDON JR	SNEAD, CHERE PEAY	PO BOX 2536	MANTEO, NC 27954	0BX1716B	C99	(\$56.13)	\$0.00	(\$56.13)
					T10	(\$48.42)	\$0.00	(\$48.42)
					Refund		\$104.55	
SUAZO, BRIAN DELGADO		COAST GUARD RD	NAGS HEAD, NC 27959	0BX5783D	C99	(\$112.98)	\$0.00	(\$112.98)
					T07	(\$90.27)	\$0.00	(\$90.27)
					Refund		\$203.25	
Refund Total								\$1213.36



Authorization to Present Service Weapon to Retiring Deputy Sheriff

Description

Deputy Sheriff Sergeant Greg Padilla is retiring on November 01, 2022, and Sheriff Doughtie requests permission to present his service weapon to him in recognition of his distinguished service as provided in North Carolina General Statute 20-187.2.

Board Action Requested

Authorize the transfer of the service weapon in the amount of \$1.00 pursuant to the provisions of the General Statutes.

Item Presenter

Sheriff J. D. "Doug" Doughtie



AMEND EXISTING CAROLINA COMPLETE HEALTH NETWORK MANAGED CARE CONTRACT

Description

Approval for contract amendment for Carolina Complete Health Network Inc to add additional tailored plans to current contract. Approval will support insurance reimbursement for services rendered within tailored plans.

Board Action Requested

Approval or Take Appropriate Action

Item Presenter

Chief Jennie Collins

**AMENDMENT NUMBER ONE
PARTICIPATING PROVIDER AGREEMENT**

This Amendment Number One ("*Amendment*") is effective as of the 1st day of December, 2022 (the "*Amendment Effective Date*"), by and between Carolina Complete Health, Inc. ("*Carolina Complete*"), Carolina Complete Health Network, Inc. ("*CCHN*") and DARE COUNTY ADMINISTRATIVE OFFICES ("*Provider*").

WHEREAS, Carolina Complete, CCHN and Provider previously entered into a Participating Provider Agreement, including all attachments, as may have been amended from time to time (the "*Agreement*"), regarding the North Carolina Medicaid Standard Plan ("*Standard Plan*");

WHEREAS, Carolina Complete has entered into separate agreements with Partners Health Management ("*Partners*") and Trillium Health Resources ("*Trillium*") (each a "*Tailored Plan*" and collectively the "*Tailored Plans*") to provide certain services in the operation of the North Carolina Medicaid Tailored Plan program;

WHEREAS, Carolina Complete and the Tailored Plans seek to expand to Provider the opportunities of participating in the Tailored Plan, including compensation for providing Tailored Plan Medicaid services; and

WHEREAS, pursuant to the terms of the Agreement, the Agreement is therefore amended as follows, effective as of Amendment Effective Date.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the Agreement is amended as set forth below.

1. Tailored Plan Program Participation. The document attached to this Amendment as Schedule A-1 (entitled, "Tailored Plan Program, Program Participation" and "Tailored Plan Program, Tailored Plan Contract Provider Requirements"), inclusive of Exhibits 1 through 7, is hereby added to Attachment A: Medicaid of the Agreement (entitled "Medicaid Product Attachment") as a new Schedule A-1. This Schedule A-1 to Attachment A: Medicaid, combined with the Compensation Schedule(s) to Attachment A: Medicaid as such Compensation Schedule(s) apply to physical health Covered Services (and, if applicable, to such behavioral health Covered Services as may be expressly provided in Schedule A-1), will govern the terms of Provider's participation in the Tailored Plan Program.
2. All other terms and conditions of the Agreement and any amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, including its Attachments, effective as of the Amendment Effective Date set forth above

CAROLINA COMPLETE:

Carolina Complete Health, Inc.

Authorized Signature:

Print Name:

Title:

Signature Date:

ECM #: 583706

PROVIDER:

DARE COUNTY ADMINISTRATIVE OFFICES
(Legibly Print Name of Provider)

Authorized Signature:

Print Name:

Title:

Signature Date:

Tax Identification Number: 56-6000293

State Medicaid Number: 105277

National Provider Identifier: 1144223330

CCHN:

Carolina Complete Health Network, Inc.

Authorized Signature:

Print Name:

Title:

Signature Date:

Attachment A: Medicaid

SCHEDULE A-1 – TAILORED PLAN PROGRAM

PROGRAM PARTICIPATION

This Schedule A-1 (this “*Schedule*”) sets forth requirements specific to the Tailored Plan Program, defined herein.

1. Background. The North Carolina Tailored Plan program is an integrated Medicaid Managed Care program in which certain managed care plans (called “*BH/IDD Tailored Plans*”) provide physical health, behavioral health, intellectual and developmental disability, traumatic brain injury, long-term care, and pharmacy services to Covered Persons enrolled in such Tailored Plans. Carolina Complete Health, Inc. (“*Carolina Complete*”) has subcontracted with two Tailored Plans, Partners Health Management (“*Partners*”) and Trillium Health Resources (“*Trillium*”) (collectively, the “*Tailored Plans*”), to provide physical health Covered Services to the Tailored Plans’ Covered Persons through Carolina Complete’s network of Participating Providers. For the elimination of confusion, this Schedule shall not apply with respect to pharmacy or behavioral health Covered Services, except as may be expressly provided herein.

2. Applicability of Schedule A-1. This Schedule sets forth requirements that apply to Carolina Complete Participating Providers that agree to participate as Participating Providers in the Partners and/or Trillium networks (such participation to be referred to as participation in the “*Tailored Plan Program*”). Participating Providers in Carolina Complete’s Medicaid network are not required to participate in the Tailored Plan Program. Where the Participating Provider elects to participate in the Tailored Plan Program, the Tailored Plan Program is expressly included as part of the Medicaid Product.

3. Participation. Except as may otherwise be provided in this Schedule or the Agreement, Provider and all Contracted Providers under the Agreement will participate as Participating Providers in the Tailored Plan Program and will provide to Covered Persons enrolled with the Tailored Plan(s) identified below, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this Product Attachment, those physical health Covered Services (and, if as expressly provided, those behavioral health Covered Services) that are provided by Contracted Providers pursuant to the Agreement. In providing such services, Provider shall, and shall cause Contracted Providers to, comply with and abide by the provisions of this Schedule and the Agreement (including the Provider Manual). Provider acknowledges and agrees that the Tailored Plan(s) identified below shall list Provider in the applicable Tailored Plan provider directory(ies) and will cooperate fully with those Tailored Plan(s) consistent with this Schedule.

4. Components of the Tailored Plan Program. The Tailored Plan Program consists of: (i) the base provisions of this Agreement; (ii) the base provisions of the Medicaid Product at Attachment A (but which do not include the “Governmental Program Requirements” set forth at Schedule A that are specific to Carolina Complete’s Medicaid managed care plan (i.e., the Standard Plan)); (iii) this Schedule A-1, including the “Tailored Plan Program Requirements” attachment consisting of requirements from the Tailored Plans’ State Contracts; and (iv) the applicable Compensation Schedule(s) to Attachment A as such Compensation Schedule(s) apply to physical health Covered Services (and to behavioral health Covered Services, if and as expressly provided). With respect to the base provisions of this Agreement, the following terms as used in this Agreement shall have the following meanings for the purposes of this Schedule: individuals enrolled in a Tailored Plan shall be considered “Covered Persons”; the Tailored Plan Contract (as defined in the attached Tailored Plan Contract Provider Requirements) shall be considered a “*Governmental Contract*”; the Tailored Plan Program shall be considered a “*Product*”; the Tailored Plan covered benefit as determined by NCDHHS shall be considered the “*Coverage Agreement*”; and services covered under the Tailored Plan covered benefit shall be considered “*Covered Services*.”

5. Construction. In the event of a conflict between the provisions of the Agreement (including Attachment A) and the provisions of this Schedule, this Schedule will govern with respect to health care services, supplies or accommodations (including Covered Services) rendered to Covered Persons enrolled in or covered by a

Tailored Plan. In the event that Provider participates in the Tailored Plan networks of both Tailored Plans, any reference to “the Tailored Plan” in the Tailored Plan Program Requirements attachment to this Schedule shall be understood to be a reference to the applicable Tailored Plan individually, and not to the Tailored Plans collectively.

6. Cooperation. Notwithstanding the fact that neither Tailored Plan is a party to this Schedule, the applicable Tailored Plan shall have a right to participate and assist in Tailored Plan provider compliance issues, as well as the resolution or attempted resolution of any and all disputes arising out of a Provider’s participation in such Tailored Plan’s network. Provider consents to any motion to intervene filed by the applicable Tailored Plan in any appeal, dispute or other litigation.

7. Term and Termination. This Schedule will become effective as of December 1, 2022, or such other date as agreed to by the Parties, and will be effective for so long as the Agreement is in effect, unless a Party terminates the participation of the Contracted Provider in this Product in accordance with the applicable provisions of the Agreement (including Attachment A) or this Schedule. The participation of Provider or any Contracted Provider as a Participating Provider in the Tailored Plan Program (i) with respect to a particular Tailored Plan, shall be terminated immediately upon the termination of such Tailored Plan’s Tailored Plan Contract, or upon the termination of the business arrangement between such Tailored Plan and Carolina Complete; and (ii) with respect to either or both Tailored Plans, may be terminated by either Party giving the other Party at least one hundred twenty (120) days prior written notice of such termination. In the event of termination of this Schedule with respect to either or both Tailored Plans, Provider shall immediately notify the affected Contracted Provider of such termination. The termination of this Schedule, or of Provider’s and/or Contracted Provider’s participation in the Tailored Plan Program, with respect to either or both Tailored Plans shall not have the effect of terminating the Medicaid Product Attachment with respect to Provider’s and/or Contracted Provider’s participation in Carolina Complete’s Medicaid managed care plan (i.e., the Standard Plan). Likewise, the termination of the Medicaid Product Attachment with respect to Provider’s and/or Contracted Provider’s participation in Carolina Complete’s Medicaid managed care plan (i.e., the Standard Plan) shall not have the effect of terminating this Schedule or Provider’s and/or Contracted Provider’s participation in the Tailored Plan Program with respect to either or both Tailored Plans. Finally, termination of this Schedule, or of Provider’s and/or Contracted Provider’s participation in the Tailored Plan Program, with respect to one of the Tailored Plans shall not have the effect of terminating this Schedule, or of Provider’s and/or Contracted Provider’s participation in the Tailored Plan Program, with respect to the other Tailored Plan. For the elimination of confusion, termination of this Schedule, or of Provider’s and/or Contracted Provider’s participation in the Tailored Plan Program, does not result in or constitute Provider’s or such Contracted Provider’s disenrollment from the North Carolina Medicaid, NC Health Choice, or State-funded Services programs.

8. Regulatory Approval. Provider acknowledges that this Schedule is subject to approval and modification by the North Carolina Department of Health and Human Services (“*DHHS*”). Carolina Complete will forward to Provider, in writing, any changes required by DHHS to this Schedule. Any such changes shall automatically be effective with respect to the parties to the extent that this Schedule is executed.

9. Selection of Tailored Plans. By checking the box(es) below, Provider agrees that Provider and the Contracted Providers will participate as Participating Providers in the networks of the following Tailored Plans (please check all that apply):

- X Partners Health Management
- X Trillium Health Resources

Attachment A: Medicaid

SCHEDULE A-1 – TAILORED PLAN PROGRAM

TAILORED PLAN CONTRACT PROVIDER REQUIREMENTS

This Schedule sets forth special provisions that are specific to the North Carolina Tailored Plan Program. The Tailored Plan Contract requirements set out in this Schedule are intended to reflect the requirements of the Tailored Plan Contract and shall be understood to be automatically updated to conform and comply with the Tailored Plan Contract in the event that the Tailored Plan Contract is revised. References herein to various of Tailored Plan's programs, standards, procedures, etc. shall, as applicable, be understood to be references to Carolina Complete's such programs, standards, procedures, etc., where such are applicable to the Tailored Plan Program and approved by Tailored Plan. Obligations assigned to Tailored Plan hereunder may, from time to time, be carried out by Carolina Complete at the direction of Tailored Plan.

1. **Definitions.** For purposes of Provider's participation in the Tailored Plan Program, the following terms have the meanings set forth below, unless otherwise defined in the Tailored Plan Contract. Terms used in this Schedule and not defined below will have the same meaning set forth in the Agreement, or, if not defined there, in the Tailored Plan Contract (as defined below).

1.1 **Adult Care Home (ACH)** means a licensed facility with seven (7) or more beds that provides residential care for aged or disabled persons whose principal need is a home which provides the supervision and personal care appropriate to their age and disability and for whom medical care is only occasional or incidental.

1.2 **Advanced Medical Home (AMH)** are State-designated primary care practices that have attested to meeting standards necessary to provide local care management services.

1.3 **Advanced Medical Home Plus (AMH+)** are primary care practices certified by the Department as AMH Tier 3 practices, whose providers have experience delivering primary care services to the BH I/DD Tailored Plan eligible population, or can otherwise demonstrate strong competency to serve that population and have certified by the State (prior to BH I/DD Tailored Plan launch) or BH I/DD Tailored Plan(s) (after launch) as such.

1.4 **Appeal** has the same meaning as Appeal as defined in 42 CFR 438.400(b).

1.5 **Behavioral Health Intellectual/Developmental Disability Tailored Plan ("BH I/DD Tailored Plan")** has the same meaning as BH I/DD Tailored Plan as defined in N.C. Gen. Stat. § 108D-1(4).

1.6 **Business Day** is defined as a traditional State workday, Monday – Friday and includes traditional work hours 8:00 AM – 5:00 PM EST. State holidays are excluded. A list of North Carolina State Holidays is located at <https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays>.

1.7 **Calendar Day** includes the time from midnight to midnight each day, and all days in a month, including weekends and holidays. Unless otherwise specified herein or within the Tailored Plan Contract, days are tracked as Calendar Days.

1.8 **Care Management** means team-based, person centered approach to effectively managing patients' medical, social and behavioral conditions. Care Management shall include, at a minimum, the following: (a) High-risk care management (e.g., high utilizers / high-cost beneficiaries); (b) Care Needs Screening; (c) Identification of Covered Persons in need of care management; (d) Development of Care Plans (across priority populations); (e) Development of comprehensive assessments (across priority populations); (f) Transitional Care Management: Management of Covered Person needs during transitions of care and care transitions (e.g. from hospital to home); (g) Care Management for special populations (including pregnant women and children at-risk of physical, development, or socio-emotional delay); (h) Chronic care management (e.g., management of multiple chronic conditions); (i) Coordination of services (e.g., appointment/wellness reminders and social services coordination/referrals); (j) Management of unmet health-related resource needs and high-risk social environments; (k) Management of high-cost procedures (e.g., transplant, specialty drugs); (l) Management of rare diseases (e.g., transplant, specialty drugs); (m) Management of medication-related clinical services which promote appropriate medication use and adherence, drug therapy monitoring for effectiveness, medication related adverse effects; and (n) Development and deployment of population health programs.

1.9 **Care Management Agency (CMA)** means a provider organization with experience delivering BH, I/DD, and/or TBI services to the BH I/DD Tailored Plan eligible population that will hold primary responsibility for providing integrated, whole-person care management to BH I/DD Tailored Plan members assigned to it, under the Tailored Care Management model as certified by the State (prior to BH I/DD Tailored Plan launch) or BH I/DD Tailored Plan(s) (after launch).

1.10 **Care Management for At-Risk Children** means care management services provided to a subset of the Medicaid population ages 0-5 identified as being "high-risk."

1.11 **Care Management for High-Risk Pregnancy ("CMHRP")** means care management services provided to a subset of the Medicaid population who is pregnant and identified as "high-risk" by providers, LHDs, social service agencies, Standard Plans, and/or Tailored Plan.

1.12 **Care Plan** means a written individualized person-centered plan of care for Covered Persons with BH needs, that is developed using a collaborative approach led by the Covered Person or their guardian when appropriate, incorporates the results of the care management comprehensive assessment, and identifies the Covered Person's desired outcomes and the training,

therapies, services, strategies, and formal and informal supports needed for the Covered Person to achieve those outcomes.

1.13 **Care Transitions** means the process of assisting a Covered Person to transition to a different care setting or through a life stage that results in or requires a modification of services (e.g. school-related transitions).

1.14 **Claim** means a request for payment by a healthcare provider to an insurer for rendered services. Claims may be filed for professional, institutional, dental, and pharmacy transactions in conformance with existing laws (e.g., HIPAA) and using relevant industry standards (e.g., ASC X12N, NCPDP) and typically include information on the patient, provider, diagnoses, procedures performed or services rendered, and related charges.

1.15 **Claim Adjudication** means the process of paying claims submitted or denying them after comparing the claim data elements to the benefit or coverage requirements.

1.16 **Claim Adjudication Date** means the date Tailored Plan or its subcontractor processed for determination of claim payment, acceptance, denial, or rejection.

1.17 **Clean Claim** means a medical or pharmacy claim submitted to a Tailored Plan by a service provider which can be processed without obtaining additional information from the submitter in order to adjudicate the claim.

1.18 **Contract Year** means the period beginning with when Tailored Plan begins covering services under the Tailored Plan Contract until the next June 30 and each subsequent twelve-month period thereafter. Contract Year will coincide with Tailored Plan's fiscal Year.

1.19 **Credentialing** means the approach to collecting and verifying provider qualifications (e.g., the provider's training and education, licensure, liability record); and determining, for Medicaid Managed Care and State-funded Services, whether to allow the provider to be included in Tailored Plan's network, subject to certain Department requirements.

1.20 **Cultural and Linguistic Competency (or Culturally and Linguistically Competent)** means the ability to understand, appreciate and interact effectively with people of different cultures and/or beliefs to ensure the needs of the individuals are met. The ability to interact effectively with people of different cultures, helps to ensure the needs of all community members are addressed. It also refers to such characteristics as age, gender, sexual orientation, disability, religion, income level, education, geographical location, or profession. Cultural and Linguistic Competency means to be respectful, responsive, and sensitive to the health beliefs and practices and cultural and linguistic needs of diverse populations groups.

1.21 **Date of Payment** means the point in time following the Claim Adjudication Date when reimbursement is generated for services, either initiated by date of Electronic Funds Transfer (EFT) or processes to generate a paper check.

1.22 **Denied Claim** refers to when Carolina Complete, as a subcontractor of Tailored Plan, refuses to reimburse a service provider for all or a portion of the services submitted on the medical or pharmacy claim.

1.23 **Department** means the NCDHHS.

1.24 **Encounter** means a record of a rendered service provided by a healthcare provider irrespective of whether payment is required. Encounter data typically includes information otherwise present on a claim.

1.25 **Enrollment** means the process through which a Beneficiary selects or is auto-enrolled to a Standard Plan, BH I/DD Tailored Plan, Statewide Specialized Foster Care Plan and/or Tribal Option to receive North Carolina Medicaid or NC Health Choice benefits through the Medicaid Managed Care program.

1.26 **Excluded Person** means a person, agent, managing employee, network provider, delegated entities or subcontractor appears on one or more of the Exclusion Lists.

1.27 **Exclusion List** means the lists that Tailored Plan must check to determine the exclusion status of all providers and ensure that Tailored Plan does not pay federal funds to excluded persons or entities, including: (a) State Exclusion List, including NCDHHS-specific exclusion list; (b) U.S. Department of Health and Human Services, Office of Inspector General's (HHS-OIG) List of Excluded Individuals/Entities (LEIE); (c) The System of Award Management (SAM); (d) The Social Security Administration Death Master File (SSADMF); (f) To the extent applicable, National Plan and Provider Enumeration System (NPPES); and (g) Office of Foreign Assets Control (OFAC).

1.28 **Fee-for-Service** means a payment model in which providers are paid for each service provided. NC Medicaid and NC Health Choice's Fee-for-Service program is also known as NC Medicaid Direct.

1.29 **Grievance** as it relates to a Covered Person has the same meaning as Grievance as defined in 42 CFR 438.400(b).

1.30 **In-Reach** means the process of identifying individuals residing in an institutional setting or an adult care home whose service needs could potentially be met in a home or community-based setting, engaging them about their desire to transition to a home or community-based setting and referring them for transition, if appropriate.

1.31 **Innovations Waiver** means the Section 1915(c) Home and Community-Based Services ("HCBS") waiver for eligible individuals with I/DD operated by Tailored Plan.

1.32 **Indian Health Care Provider (IHCP)** means an IHCP as defined by 42 C.F.R. § 438.14(a).

1.33 **Individual Support Plan (ISP)** means a written individualized person-centered plan of care for Covered Persons with I/DD and TBI needs, including Innovations waiver and TBI waiver enrollees, that is developed using a collaborative approach led by the Covered Person or their guardian when appropriate, incorporates the results of the care management comprehensive assessment, and identifies the Covered Person's desired outcomes and the training, therapies, services, strategies, and formal and informal supports needed for the Covered Person to achieve those outcomes. For individuals enrolled in the Innovations or TBI waiver, the ISP also documents the waiver services that a Covered Person is authorized to obtain.

1.34 **I/DD** means Intellectual or Developmental Disabilities as defined by applicable law, including N.C.G.S. § 122C-3(17a).

1.35 **Interest** means, for the purposes of claim payment or encounter submission, an amount from Tailored Plan that is due to a provider for failing to timely or correctly pay a clean claim.

1.36 **Limited English Proficient (LEP)** has the same meaning as LEP as defined in 42 C.F.R. § 438.10(a).

1.37 **Local Management Entity/Managed Care Organization (LME/MCO)** has the same meaning as LME/MCO as defined in N.C. Gen. Stat. § 122C-3(20c).

1.38 **Long Term Service and Supports (LTSS)** includes (a) care provided in the home, in community-based settings, or in facilities; (b) care for older adults and people with disabilities who need support because of age, physical, cognitive, developmental, or chronic health conditions; or other functional limitations that restrict their abilities to care for themselves; (c) a wide range of services to help people live more independently by assisting with personal health care needs and activities of daily living such as: eating; taking baths; managing medications; grooming; walking; getting up and down from a seated position; using the toilet; cooking; driving; getting dressed; or managing money; (d) care management provided to individuals who, because of age, physical, cognitive, developmental or chronic health conditions or other functional limitations, are at risk of requiring formal LTSS services to remain in their communities.

1.39 **Medicaid Managed Care** means North Carolina's program under which contracted Managed Care Organizations arrange for medical and other services to be delivered to Medicaid and NC Health Choice enrollees. Medicaid Managed Care will include four types of plans: (1) Standard Plans, (2) BH I/DD Tailored Plans, (3) Statewide Foster Care Plan, and (4) Eastern Band of Cherokee Indians (EBCI) Tribal Option.

1.40 **Medical Claim** means a request for a payment that a healthcare provider submits to an insurer for rendered medical services.

1.41 **Medically Necessary** is determined by generally accepted North Carolina community practice standards as verified by independent Medicaid consultants. As required by 10A NCAC 25A.0201, a medically necessary service may not be experimental in nature.

1.42 **National Provider Identifier (NPI)** means a standard unique health identifier for health care providers adopted by the Secretary of US Department of Health and Human Services in accordance with HIPAA.

1.43 **NCDHHS** means the North Carolina Department of Health and Human Services.

1.44 **Network** means group of providers, including, without limitation, doctors, hospitals, pharmacies, and others contracted, directly or indirectly, by Tailored Plan to provide health care services to its Medicaid Managed Care members or State-funded Services recipients.

1.45 **Non-Participating Provider** means a physician or other health care providers that have not entered into a contractual agreement with Tailored Plan and/or are not part of Tailored Plan's Network, unlike Participating Providers. They may also be called out-of-network providers.

1.46 **North Carolina Health Choice (NC Health Choice)** means the NC Health Choice Health Insurance Program for Low Income Children authorized by N.C. Gen. Stat. § 108A-70.25 and as set forth in the North Carolina State Plan of the Health Insurance Program for Children and authorized under Social Security Act Title XXI.

1.47 **Objective Quality Standard** means the objective standards that the Department applies during the Provider Enrollment process.

1.48 **Outpatient Commitment** occurs when a judge orders a person to receive treatment in the community for their BH condition. Before ordering Outpatient Commitment, the outpatient provider must agree to accept the patient into treatment and serve as the responsible party for the management and supervision of the Outpatient Commitment order.

1.49 **Participating Provider** means providers who are physicians or other health care providers that have a contractual agreement, direct or indirect, with Tailored Plan and are included in Tailored Plan's Network. Participating Providers may also be called "in-network providers".

1.50 **Pharmacy Claim** means a request for payment that a healthcare provider submits to an insurer for rendered pharmaceuticals or pharmacy services, including outpatient pharmacy (point-of-sale claims) as well as physician-administered (professional claims) drug claims.

1.51 **Primary Care Provider (PCP)** means the participating physician, physician extender (e.g., physician assistant, nurse practitioner, certified nurse midwife), or group practice/center selected by or assigned to the Covered Person to provide and coordinate all the Covered Person's health care needs and to initiate and monitor referrals for specialized services, when required.

1.52 **Provider Enrollment** means the process by which a provider is enrolled in the North Carolina's Medicaid, NC Health Choice, or State-funded Services programs with credentialing as a component of enrollment.

1.53 **Provider Grievance** means any oral or written complaint or dispute by Provider over any aspects of the operations, activities, or behavior of Tailored Plan except for any dispute over for which Provider has appeal rights.

1.54 **Reasonable Accommodation** means a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations.

1.55 **Reprocess** means, for the purposes of claims and encounters, the activities completed by Carolina Complete, as a subcontractor of Tailored Plan, to reconsider the outcome of a previously adjudicated claim.

1.56 **Significant Change:** Means any change in the services offered by Tailored Plan, the benefits covered under the contract, the geographic service area, and the composition of or payments to Tailored Plan's network, and the enrollment of a new population in Tailored Plan.

1.57 **Standard Plan or Standard Benefit Plan** has the same meaning as Standard Plan as defined in N.C. Gen. Stat. § 108D-1(36).

1.58 **State** means the State of North Carolina, the Department as an agency or in its capacity as the Using Agency.

1.59 **State Contract** means the Tailored Plan Contract.

1.60 **Tailored Care Management** means the care management model for Covered Persons.

1.61 **Tailored Plan** means the BH I/DD Tailored Plan (or the applicable BH I/DD Tailored Plan) identified on the first page of this Attachment A-1.

1.62 **Tailored Plan Contract** means the contract between a Tailored Plan and NCDHHS to provide integrated Medicaid managed care services to Medicaid and NC Health Choice populations with more severe BH conditions, including mental illness and severe substance use disorders, as well as I/DD and TBI, as may be amended from time to time by NC DHHS. A copy of the Tailored Plan Contract may be found at <https://medicaid.ncdhhs.gov/transformation/requests-proposals-rfps-and-requests-information-rfis>.

1.63 **TBI** means Traumatic Brain Injury, as defined by applicable law, including N.C.G.S § 122C-3(38a).

1.64 **Traumatic Brain Injury (TBI) Waiver** means the Section 1915(c) Home and Community-Based Services (HCBS) waiver for eligible individuals with TBI operated by Tailored Plan.

1.65 **Telehealth** means the use of two-way real-time interactive audio and video to provide and support health care services when participants are in different physical locations.

1.66 **Using Agency** means the sub-division of the funded agency for whose use a project is provided. 1 N.C. Admin. Code 30F.0103(6).

2. **Compliance with State and Federal Laws.** Provider understands and agrees that it is subject to all state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to the Tailored Plan Contract and Tailored Plan Contract with NCDHHS, and all persons or entities receiving state and federal funds. Provider understands and agrees that any violation by a provider of a state or federal law relating to the delivery of services pursuant to this Agreement, or any violation of the Tailored Plan Contract, could result in liability for money damages, including liquidated damages, and/or civil or criminal penalties and sanctions under state and/or federal law. (Section VII. Attachment G.1.3(a) p 83)

3. **Hold Covered Person Harmless.** Provider agrees to hold the Covered Person harmless for charges for any Covered Service. Provider agrees not to bill a Covered Person for medically necessary services covered by Tailored Plan so long as the Covered Person is eligible for coverage. (Section VII. Attachment G.1.3(b) p 83) Provider shall hold Covered Persons harmless for the costs of medically necessary Covered Services, except for applicable cost sharing. (Section V.B.1.ii(i)(c)(3) p. 61)

4. **Liability.** Provider understands and agrees that the NCDHHS does not assume liability for the actions of, or judgments rendered against Tailored Plan, its employees, agents or subcontractors. Further, Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against NCDHHS for any duty owed to Provider by Tailored Plan or its subcontractors, or any judgment rendered against Tailored Plan. (Section VII. Attachment G.1.3(c) p 84)

5. **Non-Discrimination, Equitable Treatment of Members.** Provider agrees to render Provider Services to Covered Persons with the same degree of care and skills as customarily provided to Provider's patients who are not Covered Persons, according to generally accepted standards of medical practice. Provider and Tailored Plan agree that Covered Persons and non-Covered Persons should be treated equitably. Provider agrees not to discriminate against Covered Persons on the basis of race, color, national origin, age, sex, gender, LGBTQ status, or disability. (Section VII. Attachment G.1.3(d) p 84)

6. **Department Authority Related to the Medicaid Program.** Provider agrees and understands that in the State of North Carolina, NCDHHS is the single state Medicaid agency designated under 42 C.F.R. § 431.10 to administer or supervise the administration of the state plan for medical assistance. The Division of Health Benefits is designated with administration, provision, and payment for medical assistance under the Federal Medicaid (Title XIX) and the State Children's Health Insurance (Title XXI) (CHIP) programs. The Division of Social Services (DSS) is designated with the administration and determination of eligibility for the two programs. (Section VII. Attachment G.1.3(e) p 84)

7. **Access to Provider Records.** Provider agrees to provide, at no cost, the following entities or their designees with prompt, reasonable, and adequate access to this Schedule and any records, books, documents, and papers that relate to this Schedule and/or Provider's performance of its responsibilities under this Schedule for purposes of examination, audit, investigation, contract administration, the making of copies, excerpts or transcripts, or any other purpose NCDHHS deems necessary for contract enforcement or to perform its regulatory functions: (i) the United States Department of Health and Human Services or its designee; (ii) the Comptroller General of the United States or its designee; (iii) the North Carolina Department of Health and Human Services (NCDHHS), its Medicaid Managed Care program personnel, or its designee; (iv) the Office of Inspector General; (v) North Carolina Department of Justice Medicaid Investigations Division; (vi) any independent verification and validation contractor, audit firm, or quality assurance contractor acting on behalf of NCDHHS; (vii) the North Carolina Office of State Auditor, or its designee; (viii) a state or federal law enforcement agency; and (iv) any other state or federal entity identified by NCDHHS, or any other entity engaged by NC DHHS, including the Tailored Plan. (Section VII. Attachment G.1.3(f) p 84).

Provider shall cooperate with all announced and unannounced site visits, audits, investigations, post-payment reviews, or other Program Integrity activities conducted by the NCDHHS, Tailored Plan, or Carolina Complete.

Nothing in this Section shall be construed to limit the ability of the federal government, CMS, the U.S. Department of Health and Human Services Office of Inspector General, the U.S. Department of Justice, or any of the foregoing entities' contractors or agents, to

enforce federal requirements for the submission of documentation in response to an audit or investigation.

8. Provider Ownership Disclosure. Provider agrees to disclose the required information, at the time of application, and/or upon request, in accordance with 42 C.F.R. §455 Subpart B, related to ownership and control, business transactions, and criminal conviction for offenses against Medicare, Medicaid, CHIP and/or other federal health care programs. See 42 C.F.R. §455, Parts 101 through 106 for definitions, percentage calculations, and requirements for disclosure of ownership, business transactions, and information on persons convicted of crimes related to any federal health care programs. Provider agrees to notify, in writing, Tailored Plan and the NCDHHS of any criminal conviction within twenty (20) days of the date of the conviction. (Section VII. Attachment G.1.3(g) p 85)

9. Prompt Claim Payments Under Health Benefit Plans. This Section 9 shall apply if and as required by law. Where applicable, Provider shall submit all claims to Carolina Complete, as a subcontractor of Tailored Plan, for processing and payments within one-hundred-eighty (180) calendar days from the date of Covered Service or discharge (whichever is later). Provider's failure to submit a claim within this time will not invalidate or reduce any claim if it was not reasonably possible for Provider to submit the claim within that time. In such case, the claim should be submitted as soon as reasonably possible, in no event later than one (1) year from the time submittal of the claim is otherwise required.

i. For Medical Claims (including BH): (i) Tailored Plan or Carolina Complete, as applicable, shall, within eighteen (18) Calendar Days of receiving a Claim, notify Provider whether the claim is clean or pend the claim and request from Provider all additional information needed to process the claim; (ii) Tailored Plan or Carolina Complete, as applicable, shall pay or deny a clean medical claim at lesser of thirty (30) Calendar Days of receipt of the claim or the first scheduled provider reimbursement cycle following adjudication; and (iii) a medical pended claim shall be paid or denied within thirty (30) Calendar Days of receipt of the requested additional information.

ii. For Pharmacy Claims: (i) Tailored Plan shall, within fourteen (14) Calendar Days of receiving a pharmacy claim, pay or deny a clean pharmacy claim or notify Provider that more information is needed to process the claim; and (ii) a pharmacy pended claim shall be paid or denied within fourteen (14) Calendar Days of receipt of the requested additional information.

iii. If the requested additional information on a medical or pharmacy pended claim is not submitted within ninety (90) days of the notice requesting the required additional information, Tailored Plan or Carolina Complete, as applicable, shall deny the claim per applicable law. Tailored Plan or Carolina Complete, as applicable, shall reprocess medical and pharmacy claims in a timely and accurate manner as described in this provision (including interest and penalties if applicable)

iv. If Tailored Plan or Carolina Complete, as applicable, fails to pay a clean claim in full pursuant to this provision, Tailored Plan or Carolina Complete, as applicable, shall pay Provider interest and liquidated damages, to the extent required by law. Late Payments will bear interest at the annual rate of eighteen (18) percent beginning on the date following the day on which the claim should have been paid or was underpaid.

v. Failure to pay a clean claim within thirty (30) days of receipt will result, to the extent required by law, in Tailored Plan or Carolina Complete, as applicable, paying Provider liquidated damages equal to one (1) percent of the total amount of the claim per day beginning on the date following the day on which the claim should have been paid or was underpaid.

vi. Tailored Plan or Carolina Complete, as applicable, shall pay any required interest and liquidated damages from subsections (iv) and (v) as provided in that subsection and shall not require Provider to request the interest or the liquidated damages. (Section VII. Attachment G.1.3(h) p 85-86)

10. Termination. Carolina Complete may immediately terminate this Agreement at Tailored Plan's request upon a confirmed finding of fraud, waste, or abuse by NCDHHS or the North Carolina Department of Justice Medicaid Investigations Division ("MID"), or serious quality of care concerns by Tailored Plan or the MID, or upon termination of the Tailored Plan Contract by the State. Carolina Complete may immediately suspend some or all activities under this Agreement at Tailored Plan's request upon finding a credible allegation of fraud, waste, abuse, or serious quality of care concerns by Tailored Plan or the MID. Upon termination of this Agreement, Provider shall notify Tailored Plan and Carolina Complete of any Covered Persons who have scheduled appointments with Provider following such termination. (Section VII. Attachment G.1.1(d) p 79)

11. Survival. If the Agreement or this Attachment terminates as a result of Provider's, Carolina Complete's or Tailored Plan's insolvency, Provider will cooperate in the transition of administrative duties and records and ensure the continuation of care when inpatient care is on-going in accordance with the requirements of this Agreement and the Tailored Plan Contract. If Carolina Complete or Tailored Plan provides for or arranges for the delivery of health care services on a prepaid basis, Provider will continue inpatient care until the patient is ready for discharge. (Section VII. Attachment G.1.1(e) p 79)

12. Credentialing. Provider shall maintain licensure, accreditation, and credentials sufficient to meet Tailored Plan's network participation requirements as outlined in Tailored Plan's Credentialing and Re-credentialing Policy, and shall notify Carolina Complete of changes in the status of any information relating to Provider's professional credentials. Provider must at all times during the term of this Schedule be an enrolled Medicaid provider as required by 42 C.F.R. § 455.410 (Section V.B.4.ii(iii)(a) p 204); failure to maintain such enrollment shall constitute grounds for immediate termination of this Schedule by Carolina Complete. Provider shall complete reenrollment/re-credentialing before renewal of this Schedule and in accordance with the following: (a) during provider credentialing transition period, no less frequently than every five (5) years; and (b) during provider credentialing under full implementation, no less frequently than every three (3) years, except as otherwise permitted by NCDHHS. (Section V.B.4.ii(iii); (f) p 205; Section VII. Attachment G.1.1(f) p 79)

13. Liability Insurance. Provider must maintain professional liability insurance coverage in an amount acceptable to Carolina Complete and to notify Carolina Complete of subsequent changes in status of professional liability insurance on a timely basis. (Section VII. Attachment G.1.1(g) p 80)

14. Member Billing. Provider shall not bill any Covered Person for Covered Services, except for specified coinsurance, copayments, and applicable deductibles. Nothing in this provision shall prohibit Provider from agreeing with a Covered Person to continue non-Covered Services at the Covered Person's own expense, as long as Provider has notified the Covered Person in advance that Tailored Plan may not cover or continue to cover specific services. Provider shall have the responsibility to collect from the Covered Person applicable deductibles, copayments, coinsurance, and fees for non-Covered Services. (Section VII. Attachment G.1.1(h) p 80)

15. Provider Accessibility. Provider shall arrange for call coverage or other back-up to provide service in accordance with Tailored Plan's standards for provider accessibility. Provider will in addition:

i. Offer hours of operation that are no less than the hours of operation offered to commercial enrollees or comparable to NC Medicaid Direct, if Provider serves only Medicaid beneficiaries;

ii. Make Covered Services available to Covered Persons twenty-four (24) hours a day, seven (7) days a week, including holidays, when medically necessary; and

iii. Have a "no-reject policy" for referrals within the capacity and parameters of Provider's competencies. Provider agrees to accept all referrals meeting criteria for Covered Services that it provides when there is available capacity. (Section VII. Attachment G.1.1(i) p 80)

16. Eligibility Verification. Tailored Plan or Carolina Complete shall provide a mechanism that allows Provider to verify Covered Person eligibility, based on current information held by Tailored Plan or Carolina Complete, before rendering health care services. (Section VII. Attachment G.1.1(j) p 80)

17. Medical Records. In accordance with 42 C.F.R. § 438.208(b)(5), Provider shall: (i) Maintain confidentiality of Covered Person medical records and personal information and other health records as required by law; (ii) Maintain adequate medical and other health records according to industry and Tailored Plan standards; and (iii) Make copies of such records available to Carolina Complete, Tailored Plan and NCDHHS in conjunction with NCDHHS's regulation of Tailored Plan. The records shall be made available and furnished immediately upon request in either paper or electronic form, at no cost to the requesting party. (Section VII. Attachment G.1.1(k) p 80)

18. Member Appeals and Grievances. Provider shall cooperate with Covered Persons in regard to Covered Person appeals and grievance procedures. (Section VII. Attachment G.1.1(l) p 81)

19. Services Provided Under Outpatient Commitment. With respect to services provided to a Covered Person under Outpatient Commitment, Provider shall notify Tailored Plan, at an address to be provided by Carolina Complete, of the Outpatient Commitment order upon receipt. (Section VII. Attachment G.1.1(m) p 81)

20. LGBTQ Covered Persons. Lesbian, Gay, Bisexual, Transgender, or Questioning (LGBTQ) Covered Persons who obtain Covered Services shall not be subject to treatment or bias by Provider that does not affirm such individuals' orientation. (Section VII. Attachment G.1.1(n) p 81)

21. Data to the Provider. Tailored Plan or Carolina Complete shall provide the following data and information to Provider:

i. Performance feedback reports or information, if compensation is related to efficiency criteria.

ii. Information on benefit exclusions; administrative and utilization management requirements; credential verification programs; quality assessment programs; and provider sanction policies.

iii. Notification of changes in such requirements that allows time for Provider to comply with such changes. (Section VII. Attachment G.1.1(p) p 81)

22. Utilization Management (UM). Provider shall comply with Tailored Plan's UM programs, quality management programs, and provider sanctions programs, provided that such programs shall not override the professional or ethical responsibility of Provider or interfere with Provider's ability to provide information or assistance to Provider's patients. (Section VII. Attachment G.1.1(q) p 81)

23. Quality Management. Provider shall participate in Tailored Plan's compliance process and Network Continuous Quality Improvement process. (Section VII. Attachment G.1.1(r) p 81)

24. Provider Directory. Tailored Plan shall include Provider's name in Tailored Plan's provider directory distributed to Covered Persons; Provider hereby authorizes such inclusion. (Section VII. Attachment G.1.1(s) p 81) Provider shall provide timely, accurate and updated provider information to Carolina Complete sufficient to allow Tailored Plan to comply with Tailored Plan Contract requirements relating to Provider Directories. (Section V.B.4.ii(x)(g)) p 213)

25. Dispute Resolution. Contractual disputes between Carolina Complete and Provider shall be resolved pursuant to the Dispute Resolution provisions of this Agreement and, as applicable, Tailored Plan's and/or Carolina Complete's Provider Grievance and Appeals policy. Any such dispute resolution process shall comply with the requirements relating to Provider Grievance and Appeals set forth in Section V.B.4.v. of the Tailored Plan Contract. (Section VII. Attachment G.1.1(t) p 81)

26. Assignment. Provider's duties and obligations under this Agreement as they relate to the Tailored Plan Program, including this Schedule, shall not be assigned, delegated, or transferred without the prior written consent of Carolina Complete. Carolina Complete shall notify Provider, in writing, of any duties or obligations that are to be delegated or transferred, before the delegation or transfer. (Section VII. Attachment G.1.1(u) p 81)

27. Government Funds. Provider acknowledges that funds used for provider payments under this Agreement are government funds. (Section VII. Attachment G.1.1(v) p 82)

28. Interpreting and Translation Services. Provider shall (i) provide qualified sign language interpreters if closed captioning is not the appropriate auxiliary aid for a Covered Person; (ii) ensure Provider's staff is trained to appropriately communicate with patients with various types of hearing loss; and (iii) report to Carolina Complete, in a format and frequency to be determined by

Carolina Complete, whether hearing loss accommodations are needed and provided, and the type of accommodation provided. (Section VII. Attachment G.1.1(w) p 82)

29. Advanced Medical Homes. If Provider is an AMH, Provider agrees to comply with the requirements of the NCDHHS AMH Program set forth at Exhibit 1 to this Schedule. (Section VII. Attachment G.1.1(y) p 82; Section VII. Attachment G.1.2(a)-(d) p 83; *Section VII. Attachment M.2. Advanced Medical Home Program Policy for Medicaid and NC Health Choice Members*)

30. Providers of Perinatal Care. If Provider is an Obstetrician, Provider agrees to comply with the requirements of the NCDHHS Pregnancy Management Program set forth at Exhibit 2 to this Schedule. (Section VII. Attachment G.1.1(x) p 82; Section VII. Attachment G.1.2(a)-(d) p 83; *Section VII. Attachment M.4. Pregnancy Management Program Policy for Medicaid and NC Health Choice Members*)

31. Local Health Departments. If Provider is a Local Health Department (LHD) carrying out care management for high-risk pregnancy and for at-risk children, Provider agrees to comply with the requirements of the NCDHHS Care Management for High-Risk Pregnancy Policy set forth at Exhibit 3 to this Schedule, and the Care Management for At-Risk Children Policy set forth at Exhibit 4 to this Schedule. (Section VII. Attachment G.1.1(z) p 82; Section VII. Attachment G.1.2(a)-(d) p 83; *Section VII. Attachment M.5. Care Management for High-Risk Pregnancy Policy for Medicaid and NC Health Choice Members and Section VII. Attachment M.6. Care Management for At-Risk Children Policy for Medicaid and NC Health Choice Members*)

32. Residential Substance Use Disorder Treatment Providers. If Provider is a residential substance use disorder treatment provider, Provider shall either provide medication assisted treatment ("MAT") on-site, or refer to an in-network MAT provider. (Section VII. Attachment G.1.1(aa) p 82)

33. Special Requirements.

(a) Coverage Determinations. If Tailored Plan or its authorized representative determines that services, supplies, or other items are covered under its health benefit plan or dental plan, including any determination under G.S. 58-50-61 or the Tailored Plan Contract, as applicable, Tailored Plan shall not subsequently retract its determination after the services, supplies, or other items have been provided, or reduce payments for a service, supply, or other item furnished in reliance on such a determination, unless the determination was based on a material misrepresentation about the Covered Person's health condition that was knowingly made by the Covered Person or Provider. (Section VII. Attachment G.1.1(bb)(i) p 82; G.S. 58-3-200(c) (to the extent applicable))

(b) Health Plan Fee Schedules. Provider acknowledges that Carolina Complete shall make available to Provider its schedule of fees associated with the top 30 services or procedures most commonly billed by the same class of provider. Upon Provider's request, Carolina Complete shall also make available the full schedule of fees for services or procedures billed by the same class of provider, or for each class of provider if this Schedule applies to multiple classes of providers. If Provider requests fees for more than 30 services and procedures, Carolina Complete may require the provider to specify the additional requested services and procedures and may limit Provider's access to the additional schedule of fees to those associated with services and procedures performed by or reasonably expected to be performed by Provider.

(Section VII. Attachment G.1.1(bb)(ii) p 82; G.S. 58-3-227(h) (to the extent applicable))

(c) Definitions. Unless the context or Tailored Plan Contract clearly requires otherwise, the following definitions apply in this Part.

(1) "Amendment" - Any change to the terms of a contract, including terms incorporated by reference, that modifies fee schedules. A change required by federal or State law, rule, regulation, administrative hearing, or court order is not an amendment.

(2) "Contract" - An agreement between an insurer and a health care provider for the provision of health care services by the provider on a preferred or in-network basis.

(3) "Health care provider" - An individual who is licensed, certified, or otherwise authorized under Chapter 90 or Chapter 90B of the General Statutes or under the laws of another state to provide health care services in the ordinary course of business or practice of a profession or in an approved education or training program and a facility that is licensed under Chapter 131E or Chapter 122C of the General Statutes or is owned or operated by the State of North Carolina in which health care services are provided to patients. (Section VII. Attachment G.1.1(bb)(iii) p 82; G.S. 58-50-270(1), (2), and (3a) (to the extent applicable))

(d) Notice Contract Provisions. In addition to the means for sending legal notices provided under the "Notice" provision of the Agreement, the means for sending all notices provided under this Schedule shall be one or more of the following, calculated as (i) five business days following the date the notice is placed, first-class postage prepaid, in the United States mail; (ii) on the day the notice is hand delivered; (iii) for certified or registered mail, the date on the return receipt; or (iv) for commercial courier service, the date of delivery. Nothing in this section prohibits the use of an electronic medium for a communication other than an amendment if agreed to by the insurer and the provider. (Section VII. Attachment G.1.1(bb)(iv) p 82; G.S. 58-50-275 (a) and (b) to the extent applicable)

(e) Contract Amendments.

(i) Carolina Complete shall send any proposed contract amendment to the notice contact Provider pursuant to G.S. 58-50-275, if applicable, or Tailored Plan Contract. The proposed amendment shall be dated, labeled "Amendment," signed by Carolina Complete, and include an effective date for the proposed amendment.

(ii) Provider receiving a proposed amendment shall be given at least 60 days from the date of receipt to object to the proposed amendment. The proposed amendment shall be effective upon the health care provider failing to object in writing within 60 days.

(iii) If Provider objects to a proposed amendment, then the proposed amendment is not effective and Carolina Complete shall be entitled to terminate this Schedule upon 60 days written notice to Provider.

(iv) Nothing in this Part prohibits Provider and Carolina Complete from negotiating contract terms that provide for mutual consent to an amendment, a process for reaching mutual consent, or alternative notice contacts. (Section VII. Attachment

G.1.1(bb)(v) p 82; G.S. 58-50-280 (a) through (d) (to the extent applicable))

(f) *Policies and Procedures.*

(i) Carolina Complete shall provide a copy of Tailored Plan's policies and procedures pertaining to health care providers to Provider prior to execution of a new or amended contract, and annually to all contracted health care providers. Such policies and procedures may be provided to the health care provider in hard copy, CD, or other electronic format, and may also be provided by posting the policies and procedures on Tailored Plan's Web site.

(ii) Tailored Plan's policies and procedures shall not conflict with or override any term of a contract, including contract fee schedules. In the event of a conflict between a policy or procedure and the language in a contract, the contract language shall prevail. (Section VII. Attachment G.1.1(bb)(vi) p 82; G.S. 58-50-285 (a) and (b) (to the extent applicable))

(g) *Pharmacy of Choice.*

(i) If Provider is a pharmacy, Pharmacy may not—by or through a pharmacist acting on its behalf as its employee, agent, or owner—waive, discount, rebate, or distort a Tailored Plan Program copayment, or a Covered Person's coinsurance portion of a prescription drug coverage or reimbursement, and if Provider, by or through a pharmacist's acting on its behalf as its employee, agent or owner, provides a pharmacy service to a Covered Person that meets the Tailored Plan's terms and requirements, the pharmacy shall provide its pharmacy services to all Covered Persons on the same terms and requirements of Tailored Plan. A violation of this subsection shall be a violation of the Pharmacy Practice Act subjecting the pharmacist as a licensee to disciplinary authority of the North Carolina Board of Pharmacy pursuant to G.S. 90-85.38.

(ii) At least 60 days before the effective date of Tailored Plan providing reimbursement to North Carolina residents for prescription drugs, which restricts pharmacy participation, Tailored Plan shall notify, in writing, all pharmacies within Tailored Plan's geographical coverage area, and offer to the pharmacies the opportunity to participate with Tailored Plan. All pharmacies in such geographical coverage area shall be eligible to participate under identical reimbursement terms for providing pharmacy services, including prescription drugs. Tailored Plan shall, through reasonable means, on a timely basis, and on regular intervals in order to effectuate the purposes of this section, inform Covered Persons of the names and locations of pharmacies that are participating with Tailored Plan as providers of pharmacy services and prescription drugs. Additionally, participating pharmacies shall be entitled to announce their participation to their customers through a means acceptable to the pharmacy and Tailored Plan. The pharmacy notification provisions of this section shall not apply when an individual or group is enrolled, but when the Tailored Plan enters a particular county of the State. (Section VII. Attachment G.1.1(bb)(vii) p 82; G.S. 58-51-37 (d) and (e) (to the extent applicable))

34. Critical Incident Reporting. Provider shall comply with applicable critical incident and death reporting laws, regulations, and policies and event reporting requirements of national accreditation organizations. (Section VII. Attachment G.1.1(cc) p 83; Section V.B.4.ii(v)(e) p 208)

35. Disaster Plan. Provider shall have a plan for delivering, and shall deliver, all necessary care to Covered Persons during a disaster or emergency. (Section V.A.2.vi(x)(h))

36. Fraud, Waste and Abuse Prevention Procedures. Provider shall comply with the following:

(a) Provider shall have a compliance program that meets the requirements of 42 C.F.R. § 438.608 and a policy and procedure that meets the Deficit Reduction Act of 2005 requirements. Provider shall have and implement a policy recognizing Medicaid as the payer of last resort. (Section V.A.3.ii(ii)(f)(4), (6) & (7) p. 38)

(b) Provider shall comply with Tailored Plan's policies and processes relating to prepayment review, as well as with Tailored Plan's specific controls to detect and prevent potential fraud, waste and abuse, including, without limitation, procedures relating to provider visit verifications and announced and unannounced provider site visits and field audits. (Section V.A.3.iii(v)(c)(13) and (14)(vi), (x) p. 42, 43)

37. Program Integrity. Provider shall have a compliance program that meet the requirements of 42 C.F.R. § 438.608 and policies and procedures that meet the requirements of the Deficit Reduction Act of 2005. Provider shall have policies and procedures that recognize and agree that Medicaid is "the payer of last resort," except in the instances that a Covered Person is also accessing State-funded services where State-funded services are "the payer of last resort." Provider shall refrain from billing Covered Persons for Covered Services any amount greater than would be owed if Provider provided the service directly as provided in 42 C.F.R. §§ 438.106(c) and 438.108. (Section V.B.4.ii(vii)(b),(c) & (d) p 209)

38. First- and Third-Party Payments. Provider shall pursue all applicable first and third-party payments for services, including Medicaid funding and the Division of Vocational Rehabilitation (DVRS) funding for Supported Employment, in order to minimize the usage of State resources. Provider shall comply with Tailored Plan's first- and third-party payment requirements. (Section V.A.3.iv(v)(i) and (iv) p. 47)

39. Transition of Care. Provider shall comply with Tailored Plan's Transition of Care Policy. (Section V.B.1.ii(i)(d)(3) and (4) p.63)

40. Member Rights. Provider acknowledges and agrees that Covered Persons are free to exercise their rights as Medicaid Managed Care plan members, and that the exercise of those rights will not adversely affect the way Provider treats such Covered Person. 42 C.F.R. § 438.100(c). (Section V.B.1.v(vii) p. 79)

41. Non-Discrimination. Provider shall comply with the non-discrimination requirements specified in the Tailored Plan Contract, as well as with all applicable federal and North Carolina laws and existing regulations, guidelines, and standards, or those that may be lawfully adopted pursuant to the statutes, prohibiting discrimination against Covered Persons in the course of obtaining or receiving services from Tailored Plan or Provider, including, but not limited to the following:

(a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin;

(b) Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race,

color, religion, sex, sexual orientation, gender identify and national origin;

(c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;

(d) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex;

(e) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;

(f) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;

(g) The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;

(h) Section 1557 of the Patient Protection and Affordable Care Act, which prohibits discrimination on the basis of race, color, national origin, sex, age, or disability in certain health programs or activities;

(i) The North Carolina Equal Employment Practices Act, Article 49A of Chapter 143 of the General Statutes, which prohibits employment discrimination on the basis of race, religion, color, national origin, age, sex or handicap by employers which regularly employ fifteen (15) or more employees;

(j) The North Carolina Persons with Disabilities Protection Act, Chapter 168A of the General Statutes, which prohibits disability discrimination;

(k) The North Carolina Retaliatory Employment Discrimination Act, Article 21 of Chapter 95 of the General Statutes, which prohibits employer retaliation against employees who in good faith take or threaten to take protected action under the law; and

(l) Abide by the non-discrimination provisions in North Carolina Executive Order 24 dated October 18, 2017 by maintaining or implementing employment policies that prohibit discrimination by reason of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or Veteran's status, sexual orientation, and gender identity or expression.

Provider shall not discriminate against members, recipients, providers, or employees in the provision of services or administration of the program, nor shall Provider discriminate against individuals eligible to enroll on the basis of health status or need for health care services. 42 C.F.R. § 438.3(d)(3), 42 C.F.R. § 438.100(d). (Section V.B.1.v(viii) p. 79; Section V.A.1.vii p 9)

42. Cultural and Linguistic Competency. Provider shall provide Covered Services to Covered Persons in a Culturally and Linguistically Competent manner, including those Covered Persons with limited proficiency, diverse cultural and ethnic backgrounds, disabilities, deafness and who are deaf or hard of hearing, and regardless of gender, sexual orientation or gender identity. Provider shall not subject Lesbian, Gay, Bisexual, Transgender, or Questioning (LGBTQ) Covered Persons who obtain Covered Services to treatment that does not affirm their orientation. (Section V.B.4.i(iii)(f) p 198)

43. Reasonable Accommodations for Covered Persons. Provider shall provide physical access, reasonable accommodations, and accessible equipment for Covered Persons with physical or mental disabilities. If Provider is a nursing home,

community ICF-IID, behavioral health residential treatment facility, or adult care home, Provider shall cooperate with Tailored Plan's efforts to assess the capacity of Providers to ensure that Covered Persons residing in Provider's facility(ies) have access to remote communication options and devices to be used for communication with family and providers, including Telehealth and telephonic options, in cases of emergencies, where in-person visitation is restricted. (Section V.B.4.i(vii)(a)(1)(v)(c) & (d) p 200)

44. Request for Continuation of Benefits. Provider shall not be allowed to request continuation of benefits on behalf of a Covered Person. 42 C.F.R. § 438.402(c)(1)(ii). (Section V.B.1.vi(iv)(c) p. 87)

45. Vaccines for Children. If Provider is a primary care provider who serves Covered Persons under age nineteen (19), Provider shall administer vaccines consistent with the American Academy of Pediatrics (AAP)/Bright Future periodicity schedule. Provider is additionally encouraged to participate in the Vaccines for Children (VFC) program, which allows providers to receive vaccines at no cost for children eligible for Medicaid who are under age nineteen (19). (Section V.B.2.i(ii)(k) p. 97-98)

46. Provider-Specific Provisions

(a) Advanced Medical Homes. If Provider is an AMH practice ready to take primary responsibility for care management under Tailored Plans, Provider shall become certified as an AMH+ practice as described in the Tailored Plan Contract (Section V.B.3.ii.(xviii) *Certification of AMH+ Practices and CMAs*), through which it will become eligible to receive a fixed Tailored Care Management payment from NCDHHS. (Section V.B.1.vi(vii)(i)(a)(3) and (4) p. 91; Section VII. Attachment M.2. Advanced Medical Home Program Policy for Medicaid and NC Health Choice Members p. 140.)

(b) Behavioral Health Provider Requirements. If Provider is a behavioral health ("BH") provider, Provider shall coordinate with primary care providers and specialists conducting EPSDT screenings of Covered Persons. (Section V.B.2.ii(x) p 114) (Section V.B.2.i(v)(p)(5)(iii)(a) p. 104)

(c) Nursing Facility Requirements. If Provider is a nursing facility, Provider shall include any approved Specialized Services as part of the Plan of Care for the Covered Person. (Section V.B.2.i(ix)(b)(1) p. 110)

(d) Primary Care Provider Requirements. If Provider is a primary care provider, Provider shall:

(i) Perform, during preventive service visits and as necessary at any visit, oral health assessments, evaluations, prophylaxis and oral hygiene counseling for children under twenty-one (21) years of age in accordance with NCDHHS's Oral Health Periodicity Schedule.

(ii) Refer infant Covered Persons to a dentist or a dental professional working under the supervision of a dentist at age one (1), per requirements of NCDHHS's Oral Health Periodicity Schedule.

(iii) Include all of the following components in each medical screening: i. Routine physical examinations as recommended and updated by the American Academy of Pediatrics (AAP) "Guidelines for Health Supervision III" and described in "Bright Futures: Guidelines for Health

Supervision of Infants, Children and Adolescents,” including (a) screening for developmental delay at each visit through the fifth (5th) year; and (b) screening for Autistic Spectrum Disorders per AAP guidelines; ii. Comprehensive, unclothed physical examination; iii. All appropriate immunizations, in accordance with the schedule for pediatric vaccines established by the Advisory Committee on Immunization Practices; iv. Laboratory testing (including blood lead screening appropriate for age and risk factors); and v. Health education and anticipatory guidance for both the child and caregiver. (Section V.B.2.ii(ix) p 114).

(iv) Perform EPSDT screenings for Covered Persons less than twenty-one (21) years of age in accordance with Section V.B.2.ii. Early and Periodic Screening, Diagnostic and Treatment (EPSDT) for Medicaid Members. (Section V.B.4.ii(iii)(o) p 206)

(f) *340B Covered Entity Requirements.* If Provider is a 340B covered entity, Provider shall as follows:

(i) Submit national Council for Prescription Drug Programs (NCPDP) code “8” in Basis of Cost Determinations filed 423-DN or in Compound Ingredient Basis of Cost Determination filed 490-UE or a ‘20’ in the submission clarification code field (NCPDP D.0 field 420-DK) at the point of sale to identify claims submitted for drugs purchased through the 340B program.

(ii) Identify outpatient hospital and physician-administered drug claims submitted for drugs purchased through the 340B program using a UD modifier or other claim modifiers defined by NCDHHS. 42 C.F.R. § 438.3(s)(3).

(iii) Specify in Provider’s written agreements with contracted pharmacies that such contracted pharmacies shall comply with the point of sale HEAE of drugs purchased through the 340B program (42 C.F.R. § 438.3(s)(3)), and, for those contracted pharmacies that retroactively identify 340B claims, resubmit the claims with the appropriate NCPDP 340B claims identification codes (42 C.F.R. § 438.3(s)(3)). (Section V.B.2.iii(ix)(e) p 122)

(g) *Institutional Discharge/Transition Planning.* If Provider is an institution (e.g., a hospital, residential setting, rehabilitation setting, State Operated Health Care Facility, ICF-IID, other facility-based treatment setting or LTSS provider), Provider shall:

(i) Permit transition staff, including the care manager, in-reach specialist or peer support specialist, and/or transition coordinator, to engage in and help coordinate the discharge planning process;

(ii) Notify Carolina Complete of Covered Person admissions/pending discharges, and contact the assigned organization providing Tailored Care Management (if applicable) to integrate the organization into the discharge/transition planning process;

(iii) Share relevant information (including the Covered Person’s current Care Plan/ISP, initial and final discharge plans, and medical information when applicable) among transition/discharge planning team Covered Persons and the Covered Person’s care team if applicable and establish relationships with AMH+ practices and CMAs to facilitate care transitions. (Section V.B.3.iii(viii)(c) p 157)

(h) *Screening Tool Results for PMP Providers.* If Provider is a PMP provider, Provider shall provide standardized screening tool results to Carolina Complete on a scheduled to be determined by Tailored Plan. (Section V.B.3.v(iii)(a)(4) p 162)

(i) *System of Care Principles for Provider Agencies.* If Provider is a provider agency, Provider shall cooperate with Tailored Plan’s efforts to ensure the fidelity of Provider and its staff in the implementation of System of Care principles and processes. (Section V.B.3.vii(ii)(b)(4) p 168)

(j) *Discharge Service Orders for Facility Providers.* If Provider is a facility, Provider shall work cooperatively with Tailored Plan to develop the necessary discharge service orders for post-discharge services required to meet the Covered Person’s individual needs. (Section V.B.3.viii(iv)(m) p 173)

(k) *Avoidance of Duplicative Care Management Services.* If Provider is providing to a Covered Person either in-reach and transition services or another care management service besides Tailored Care Management, Provider’s in-reach and transition staff and the provider of the duplicative service (or, if Provider is the provider of the duplicative service, vice-versa) shall explicitly agree on the delineation of responsibility and document that agreement in the Care Plan or ISP to avoid duplication of services. (Section V.B.3.viii(xii)(b) p 181)

(l) *Outpatient Commitment Order.* If Provider provides services under Outpatient Commitment to a Covered Person, Provider shall notify Tailored Plan at an address to be provided by Carolina Complete, of the Outpatient Commitment order upon receipt. Section V.B.4.i(iii)(d)(3) p 195

(m) *Innovations or TBI Waiver Services.* If Provider is a provider of Innovations and/or TBI waiver services, Provider shall comply with HCBS standards as set forth in 42 CFR 441.301(c)(4) and the requirements set forth by NCDHHS. Provider must have achieved national accreditation with at least one of the designated accrediting agencies if required by the waiver(s). The organization must be established as a legally constituted entity capable of meeting all of Tailored Plan’s requirements. (Section V.B.4.i(iii)(g)(1) p 196)

(n) *Indian Health Care Providers.* If Provider is an Indian Health Care Provider (“IHCP”), Provider shall comply with the requirements set forth on the Addendum for Indian Health Care Providers, attached hereto at Exhibit 5 to this Schedule, and shall adhere to the Tribal Payment Policy attached hereto at Exhibit 6 to this Schedule (Section VII.M.11. Tribal Payment Policy). (Section V.B.4.ii(vi)(a) p 208)

47. Change of PCP For Cause. Provider acknowledges that Covered Persons shall be allowed to change their PCP with cause at any time, and that NCDHHS considers Provider’s failure to furnish accessible and appropriate medical care, services or supplies to which the Covered Person is entitled to be appropriate “cause” for Covered Person PCP changes. Such failure includes, but is not limited to, the failure to: (i) Provide primary care services; (ii) Arrange for inpatient care, consultations with specialists, or laboratory or radiological services when reasonably necessary; (iii) Arrange for consultation appointments; (iv) Coordinate and interpret any consultation findings with an emphasis on continuity of medical care; (v) Arrange for services with qualified licensed or certified providers; and (vi) Coordinate

the Covered Person's overall medical care such as periodic immunizations and diagnosis and treatment of any illness or injury. (Section V.B.1.vi(vii)(i)(h)(i)(1) p. 92)

48. Timely Access to Care. Provider shall comply with the following.

(a) Wait Time Standards. Provider shall meet NCDHHS standards for timely access to care and services, taking into account the urgency of need for services, and shall take corrective action to meet such timely access requirements where requested by Tailored Plan. Provider shall comply with the applicable wait time standards set forth at Exhibit 7 to this Schedule. (Section V.B.4.i(iii)(b) p 197; Section V.B.4.i(vii)(d)(1) p 203)

(b) Hours of Operation. Provider shall offer hours of operation that are not less than the hours of operation offered to commercial members, or, if Provider serves only Medicaid or NC Health Choice, hours that are comparable to Medicaid Fee for Service. (Section V.B.4.i(iii)(c) p 197)

(c) Reasonable Accommodations. Provider shall provide physical access, reasonable accommodations, including parking, exam and waiting rooms, and accessible equipment for all Covered Persons with physical disabilities or needs. (Section V.B.4.i(2) p 197; Section V.B.4.i(iii)(e) p 198)

(d) EPSDT Services. Provider shall ensure that a Covered Person shall have a scheduled appointment for an EPSDT service no more than six (6) calendar weeks from the date of the request for an appointment. (Section V.B.2.ii(xii) p 114)

(e) Notice of Significant Changes. Provider shall notify Carolina Complete of any Significant Change that would affect the adequacy or capability of services provided by Provider, or Provider's time/distance from Covered Persons and appointment wait time standards established by NCDHHS as described in the Tailored Plan Contract (*Section VII. Attachment F. Tailored Plan Network Adequacy Standards*). Provider shall cooperate with Tailored Plan's efforts to monitor Provider's compliance with the same. (Section V.B.4.i(vii)(d)(1) p 203)

49. EQRO Network Adequacy Validation. Provider shall comply and cooperate with EQRO network adequacy validations and activities including: (i) annual validation of Tailored Plan's network adequacy and compliance with state and federal network requirements; and (ii) telephone surveys of providers to verify accuracy of reported data or other aspects of program requirements or performance. (Section V.B.4.i(vii)(b)(1)&(2) p 202)

50. Tobacco-Free Policy. Unless Provider is a residential provider facility, Provider shall implement a tobacco-free policy covering any portion of the property on which Provider operates that is under its control as owner or lessee, to include buildings, grounds, and vehicles. A tobacco-free policy includes a prohibition on smoking combustible tobacco products and the use of non-combustible tobacco products, including electronic cigarettes, as well and includes a prohibition on purchasing, accepting as donations, and/or distributing tobacco products (combustible and non-combustible products including electronic cigarettes) to the clients they serve. However, contracted facilities that are owned or controlled by Provider and which provide ICF-ID services or residential services that are subject to the HCBS final rule are exempt from this requirement. In these settings: (a) indoor use of tobacco products shall be prohibited in all provider

owned/operated contracted settings; and (b) for outdoor areas of campus, Provider shall (i) ensure access to common outdoor space(s) that are free from exposure to tobacco products/use; and (ii) prohibit staff/employees from using tobacco products anywhere on campus. (Section V.B.4.ii(iii)(f) p 205)

51. Grievances and Appeals. Provider shall have the right to file a Grievance or Appeal. Internal Appeals processes must be exhausted before Provider may seek other legal or administrative remedies under state or federal law. (Section V.B.4.ii(iii)(m) p 206)

52. Discharge of Covered Person in High Acuity Setting. Provider shall notify Carolina Complete when a Covered Person in a high acuity clinical setting is being discharged. (Section V.B.4.ii(iii)(p) p 207)

53. Encounter Data. Provider shall submit accurate, complete and timely encounter data that adhere to applicable NCDHHS benchmarks. (Section V.B.6.ii(ii) p. 236; Section V.B.6.ii(v)(i) p. 237) Provider shall not submit claim or encounter data for services covered by Medicaid Managed Care and Tailored Plans directly to NCDHHS. (Section V.B.4.ii(iii)(t) p 208)

54. Provider Preventable Conditions. Provider will comply with 42 C.F.R. § 438.3(g), which, at a minimum, means non-payment of provider-preventable conditions as well as appropriate reporting, as required by Tailored Plan. (Section V.B.4.ii(iv) p 208)

55. Change of Circumstances. Provider shall promptly notify Carolina Complete in writing in the event of a change in a Provider's circumstances that may affect the Provider's eligibility to participate in the Medicaid Managed Care program, 42 C.F.R. § 438.608(a)(4) (Section V.A.3.i(ii)(a)(1) p. 34)

56. Appearance on Exclusion List. Provider shall notify Carolina Complete, or Tailored Plan at an address to be provided by Carolina Complete, in writing immediately if Provider appears on one or more of the Exclusion Lists. In such event, Carolina Complete may immediately terminate this Schedule and Carolina Complete, as a subcontractor of Tailored Plan, shall withhold all payments owed to Provider hereunder. (Section V.A.3.ii(ii)(a)(4) p. 36; (Section V.B.4.ii(iii)(d) p 205))

57. Suspension of Payments. In the event that NCDHHS notifies Tailored Plan that payments to Provider have been suspended or are being withheld, Carolina Complete, as a subcontractor of Tailored Plan, shall suspend payments to or withhold payments from Provider in accordance with NCDHHS's instructions within one (1) Business Day of receipt of the notice or as otherwise instructed. (Section V.A.3.ii(ii)(c)(2), (3) p. 37)

55. Termination/Suspension of Claims. Carolina Complete, as a subcontractor of Tailored Plan, shall suspend payment of claims hereunder and/or terminate this Schedule in the event of the following.

(a) Due to Provider's Non-Enrollment with Medicaid. Carolina Complete shall terminate this Schedule immediately upon Tailored Plan's notification from the State that Provider cannot be enrolled as a Medicaid provider, or upon the expiration of one hundred twenty (120) days without enrollment of Provider as a Medicaid provider, 42 C.F.R. § 438.602(b)(2). (Section V.B.4.ii(viii)(f)(1) p 210)

(b) Due to Provider's Termination from Medicaid. Carolina Complete, as a subcontractor of Tailored Plan, shall remove Provider from claims payment system, and Carolina Complete shall terminate this Schedule, within one (1) Business Day of receipt of a notice from NCDHHS or Tailored Plan that Provider is terminated as a Medicaid provider. If Tailored Plan or Carolina Complete had previously suspended provider payments to Provider, then upon notice by NCDHHS or Tailored Plan that Provider is terminated from Medicaid, Carolina Complete, as a subcontractor of Tailored Plan, shall release applicable claims and deny payment for dates of service after the date of termination from Medicaid. (Section V.B.4.ii(x)(e)(2) p 213)

(c) Due to Provider's Failure to Submit Re-Credentialing Documentation. Carolina Complete, as a subcontractor of Tailored Plan shall suspend claims payment to Provider within one (1) Business Day of Tailored Plan's receipt of a notice from NCDHHS for dates of services after the effective date provided by NCDHHS in its notice to Tailored Plan that payment must be suspended for Provider's failure to submit re-credentialing documentation to NCDHHS or otherwise failing to meet Department requirements. Carolina Complete, as a subcontractor of Tailored Plan, shall reinstate payment to Provider upon notice to Tailored Plan from NCDHHS that NCDHHS has received the requested information from Provider. Neither Tailored Plan nor Carolina Complete shall be liable for interests or liquidated damages for payment suspension when directed by NCDHHS. (Section V.B.4.ii(x)(e)(1) p 212)

56. List of Scheduled Covered Persons in the Event of Termination. In the event of termination of this Schedule, upon request by Tailored Plan or Carolina Complete, Provider shall provide Tailored Plan, at an address to be provided by Carolina Complete, with a list of Covered Persons who:

(i) Are scheduled to receive services from Provider within the sixty (60) Calendar Day period immediately preceding the date of notice of termination, except if Provider is a primary care provider (PCP), Advanced Medical Home Plus (AMH+) or care management agency (CMA) for a Covered Person (42 C.F.R. § 438.10(f)(1)) (Section V.B.1.ii(i)(d)(2)(i) and (ii) p. 63); and

(ii) Received primary care from, or were seen in the previous twelve (12) months by, Provider. (Section V.B.4.ii(x)(f) p 213)

57. Claims Timeliness. Provider shall submit claims be within one hundred eighty (180) Calendar Days after the date of the provision of care to the Covered Person, and, in the case of health care provider facility claims, within one hundred eighty (180) Calendar Days after the date of the Covered Person's discharge from the facility. N.C. Gen. Stat. § 58-3-225(f) (Section V.B.6.i(iv)(c) p. 235)

EXHIBIT 1 to SCHEDULE A-1

Advanced Medical Home Program Policy for Medicaid and NC Health Choice Members

Background

The Advanced Medical Home (AMH) program refers to an initiative under which a Standard Plan or BH I/DD Tailored Plan must pay Medical Home Fees to all participating primary care practices that act as PCPs. In the context of BH I/DD Tailored Plans, only AMH practices certified as AMH+ practices will play the lead role in providing Tailored Care Management.

An AMH "practice" will be defined by an NPI and service location.

AMH Providers shall comply with the following in connection with AMH Covered Services provided to Tailored Plan Covered Persons:

- i. Accept members and be listed as a PCP in the BH I/DD Tailored Plan's member-facing materials for the purpose of providing care to members and managing their healthcare needs.
- ii. Provide primary care and patient care coordination services to each member, in accordance with BH I/DD Tailored Plan policies.
- iii. Provide or arrange for primary care coverage for services, consultation or referral, and treatment for emergency medical conditions, twenty-four (24) hours per day, seven (7) days per week. Automatic referral to the hospital emergency department for services does not satisfy this requirement.
- iv. Provide direct patient care a minimum of thirty (30) office hours per week.
- v. Provide preventive services, in accordance with Table 1: Required Preventive Services.
- vi. Maintain a unified patient medical record for each member following the BH I/DD Tailored Plan's medical record documentation guidelines.
- vii. Promptly arrange referrals for medically necessary healthcare services that are not provided directly and document referrals for specialty care in the medical record.
- viii. Transfer the member's medical record to the receiving provider upon the change of PCP at the request of the new PCP or BH I/DD Tailored Plan (if applicable) and as authorized by the member within thirty (30) days of the date of the request, free of charge.
- ix. Authorize care for the member or provide care for the member based on the standards of appointment availability as defined by the BH I/DD Tailored Plan's network adequacy standards.
- x. Refer for a second opinion as requested by the member, based on Department guidelines and BH I/DD Tailored Plan standards.
- xi. Review and use member utilization and cost reports provided by the BH I/DD Tailored Plan for the purpose of AMH-level UM and advise the BH I/DD Tailored Plan of errors, omissions or discrepancies if they are discovered.

Review and use the monthly enrollment report provided by the BH I/DD Tailored Plan for the purpose of participating in BH I/DD Tailored Plan or practice-based population health or care management activities.

EXHIBIT 2 to SCHEDULE A-1

Pregnancy Management Program Policy for Medicaid and NC Health Choice Members

Background

The Pregnancy Management Program is a set of mandatory standards and clinical initiatives aimed at improving the quality of pregnancy care, improving maternal and infant outcomes, and reducing healthcare costs among participating providers.

Providers of prenatal, perinatal and postpartum care shall comply with the following in connection with Covered Services provided to Tailored Plan Covered Persons:

- i. Complete the standardized risk-screening tool at each initial visit.
- ii. Allow Tailored Plan or Tailored Plan's designated vendor access to medical records for auditing purposes to measure performance on specific quality indicators.
- iii. Commit to maintaining or lowering the rate of elective deliveries prior to thirty-nine (39) weeks' gestation.
- iv. Commit to decreasing the cesarean section rate among nulliparous women.
- v. Offer and provide 17 alpha-hydroxyprogesterone caproate (17p) for the prevention of preterm birth to women with a history of spontaneous preterm birth who are currently pregnant with a singleton gestation.
- vi. Complete a high-risk screening on each pregnant Covered Person in the program and integrate the plan of care with Tailored Care Management and/or Care Management for High-Risk Pregnancy.
- vii. Decrease the primary cesarean delivery rate if the rate is over the Department's designated cesarean rate (Note: The Department will set the rate annually, which will be at or below twenty (20) percent).
- viii. Ensure comprehensive postpartum visits occur within fifty-six (56) days of delivery.

Require that Tailored Plan network providers send, within one (1) Business Day of the provider completing the screening, all screening information and applicable medical record information for Covered Persons in care management for high-risk pregnancies to the applicable Tailored Plans, AMH+ practices or CMAs (as applicable), and the LHDs that are contracted for the provision of providing care management services for high-risk pregnancy.

EXHIBIT 3 to SCHEDULE A-1

Care Management for High-Risk Pregnancy Policy for Medicaid and NC Health Choice Members

Background

“Care Management for High-Risk Pregnancy” refers to care management services provided to a subset of high-risk pregnant women by Local Health Departments (LHDs).

Providers of Care Management for High-Risk Pregnancy shall comply with the following in connection with Covered Services provided to Tailored Plan Covered Persons.

1. LHD shall accept referrals from the Tailored Plan for Care Management for High-Risk Pregnancy services.

2. Care Management for High-Risk Pregnancy: Outreach

i. LHD shall refer potentially Medicaid-eligible pregnant women for prenatal care and Medicaid eligibility determination, including promoting the use of presumptive eligibility determination and other strategies to facilitate early access to Medicaid coverage during pregnancy.

ii. LHD shall contact patients identified as having a priority risk factor through claims data (emergency department utilization, antepartum hospitalization, utilization of Labor and Delivery triage unit) for referral to prenatal care and to engage in care management.

3. Care Management for High-Risk Pregnancy: Population Identification and Engagement

i. LHD shall review and enter all pregnancy risk screenings received from Pregnancy Management Program providers covered by the pregnancy care managers into the designated care management documentation system within five (5) Calendar Days of receipt of risk screening forms.

ii. LHD shall utilize risk screening data, patient self-report information and provider referrals to develop strategies to meet the needs of those patients at highest risk for poor pregnancy outcomes.

iii. LHD shall accept pregnancy care management referrals from non-Pregnancy Management Program prenatal care providers, community referral sources (such as Department of Social Services or WIC programs) and patient self-referral and provide appropriate assessment and follow-up to those patients based on the level of need.

iv. LHD shall review available Tailored Plan data reports identifying additional pregnancy risk status data, including regular, routine use of the Obstetric Admission, Discharge and Transfer (OB ADT) report, to the extent the OB ADT report remains available to LHD.

v. LHD shall collaborate with out-of-county Pregnancy Management Program providers and Care Management for High-Risk Pregnancy teams to facilitate cross-county partnerships to ensure coordination of care and appropriate care management assessment and services for all patients in the target population.

4. Care Management for High-Risk Pregnancy: Assessment and Risk Stratification

i. LHD shall conduct a prompt, thorough assessment by review of claims history and medical record, patient interview, case review with prenatal care provider, and other methods on all patients with one or more priority risk factors on pregnancy risk screenings and all patients directly referred for care management for level of need for care management support.

ii. LHD shall utilize assessment findings, including those conducted by the Tailored Plan, to determine level of need for care management support.

iii. LHD shall document assessment findings in the care management documentation system.

iv. LHD shall ensure that assessment documentation is current throughout the period of time the care manager is working with the patient and continually update that documentation as new information is obtained.

v. LHD shall assign case status based on level of patient need.

5. Care Management for High-Risk Pregnancy: Interventions

i. LHD shall provide care management services in accordance with program guidelines, including condition-specific pathways, utilizing those interventions that are most effective in engaging patients and meeting their needs. This includes face-to-face encounters (practice visits, home visits, hospital visits, community encounters), telephone outreach, professional encounters and/or other interventions needed to achieve Care Plan goals.

ii. LHD shall provide care management services based upon level of patient need as determined through ongoing assessment.

iii. LHD shall develop person-centered Care Plans, including appropriate goals, interventions and tasks.

iv. LHD shall utilize NCCARE360 to identify and connect Covered Persons with additional community resources.

v. LHD shall refer the identified population to childbirth education, oral health, BH or other needed services included in the Covered Person's Tailored Plan Network.

vi. LHD shall document all care management activity in the care management documentation system.

6. Care Management for High-Risk Pregnancy: Integration with the Tailored Plan and Health Care Providers

i. LHD shall assign a specific care manager to cover each Pregnancy Management Program provider within the county or serving residents of the county. LHD shall ensure that an embedded or otherwise designated care manager has an assigned

schedule indicating their presence within the Pregnancy Management Program.

ii. LHD shall establish a cooperative working relationship and mutually agreeable methods of patient-specific and other ongoing communication with the Pregnancy Management Program providers.

iii. LHD shall establish and maintain effective communication strategies with Pregnancy Management Program providers and other key contacts within the practice in the county or serving residents of the county.

iv. LHD shall ensure the assigned care manager participates in relevant Pregnancy Management Program meetings addressing care of patients in the target population.

v. LHD shall ensure awareness of Covered Persons' "in network" status with providers when organizing referrals.

vi. LHD shall ensure understanding of the Tailored Plan's prior authorization processes relevant to referrals.

7. Care Management for High-Risk Pregnancy: Collaboration with Tailored Plan

i. LHD shall work with the Tailored Plan to ensure program goals are met.

ii. LHD shall review and monitor Tailored Plan reports created for the Pregnancy Management Program and Care Management for High-Risk Pregnancy services to identify individuals at greatest risk.

iii. LHD shall communicate with the Tailored Plan regarding challenges with cooperation and collaboration with Pregnancy Management Program and non-Pregnancy Management Program prenatal care providers.

iv. LHD shall participate in pregnancy care management and other relevant meetings hosted by the Tailored Plan.

8. Care Management for High-Risk Pregnancy: Training

i. LHD shall ensure that pregnancy care managers and their supervisors attend pregnancy care management training offered by the Tailored Plan and/or the Department, including webinars, new hire orientation or other programmatic training.

ii. LHD shall ensure that pregnancy care managers and their supervisors attend continuing education sessions coordinated by the Tailored Plan and/or the Department.

iii. LHD shall ensure that pregnancy care managers and their supervisors pursue ongoing continuing education opportunities to stay current in evidence-based care management of pregnancy and postpartum women at risk for poor birth outcomes.

iv. LHD shall ensure that pregnancy care managers and their supervisors utilize motivational interviewing and trauma-informed care techniques on an ongoing basis.

9. Care Management for High-Risk Pregnancy: Staffing

i. LHD shall employ care managers meeting pregnancy care management competencies, defined as having at least one of the following qualifications:

a. Registered nurses

b. Social workers with a Bachelor's degree in social work (BSW, BA in SW, or BS in SW) or Master's degree in social work (MSW, MA in SW, or MS in SW) from a Council on Social Work Education-accredited social work degree program

c. Care managers for High-Risk Pregnancy hired prior to September 1, 2011, without a Bachelor's or Master's degree in social work may retain their existing position; however, this grandfathered status does not transfer to any other position.

ii. LHD shall ensure that Community Health workers for Care Management for High-Risk Pregnancy services work under the supervision and direction of a trained care manager.

iii. LHD shall include both registered nurses and social workers on their team in order to best meet the needs of the target population with medical and psychosocial risk factors.

iv. If the LHD has only a single care manager for High-Risk Pregnancy, the LHD shall ensure access to individual(s) to provide needed resources, consultation and guidance from the non-represented professional discipline.

v. LHD shall engage care managers who operate with a high level of professionalism and possess an appropriate mix of skills needed to work effectively with a pregnant population at high risk for poor birth outcomes. This skill mix should reflect the capacity to address the needs of patients with both medically and socially complex conditions.

vi. LHD shall ensure that pregnancy care managers demonstrate:

a. Proficiency with the technologies required to perform care management functions

b. Motivational interviewing skills and knowledge of adult teaching and learning principles

c. Ability to effectively communicate with families and providers

d. Critical thinking skills, clinical judgment and problem-solving abilities

vii. LHD shall provide qualified supervision and support for pregnancy care managers to ensure that all activities are designed to meet performance measures, with supervision to include:

a. Provision of program updates to care managers

b. Daily availability for case consultation and caseload oversight

c. Regular meetings with direct service care management staff

d. Utilization of reports to actively assess individual care manager performance

e. Compliance with all supervisory expectations delineated in the Care Management for High-Risk Pregnancy Program Manual

viii. LHD shall establish staffing arrangements to ensure continuous service delivery through appropriate management of staff vacancies and extended absences, including following Tailored Plan/Department guidance about communication with the Tailored Plan about any vacancies or extended staff absences and adhering to guidance about contingency planning to prevent interruptions in service delivery. Vacancies lasting longer than

sixty (60) days shall be subject to additional oversight by the Tailored Plan.

EXHIBIT 4 to SCHEDULE A-1

Care Management for At-Risk Children Policy for Medicaid and NC Health Choice Members

Background

Care Management for At-Risk Children are care management services provided by LHDs to a subset of the Medicaid population ages zero (0) to five (5) identified as being “high risk.”

Providers of Care Management for At-Risk Children shall comply with the following in connection with Covered Services provided to Tailored Plan Covered Persons.

Care Management for At-Risk Children: General Requirements

LHD shall collaborate with out-of-county organizations providing Tailored Care Management— AMH+ practices, CMAs, and Tailored Plans—to facilitate cross-county partnerships to optimize care for patients who receive services from outside their resident county.

LHD shall identify or develop, if necessary, a list of community resources available to meet the specific needs of the population.

LHD shall utilize NCCARE360 to identify and connect Covered Persons with additional community resources.

Care Management for At-Risk Children: Family Engagement

LHD shall involve families (or a legal guardian, when appropriate) in the decision-making process through a patient-centered, collaborative partnership approach to assist with improved self-care.

LHD shall foster self-management skill building when working with families of children.

LHD shall prioritize face-to-face family interactions (home visit, PCP office visit, hospital visit, community visit, etc.) over telephone interactions for children in active case status, when possible.

Care Management for At-Risk Children: Assessment and Stratification of Care Management Service Level

LHD shall review and monitor Tailored Plan reports created for Care Management for At-Risk Children, along with the information obtained from the family, to ensure the child is appropriately linked to preventive and primary care services and to identify individuals at risk.

LHD shall use the information gained from the assessment to determine the need for services and the level of service to be provided.

Care Management for At-Risk Children: Plan of Care

LHD shall provide information and/or education to meet families’ needs and encourage self-management using materials that meet literacy standards.

LHD shall ensure children/families are well linked to the child’s PCP.

LHD shall provide care management services in accordance with program guidelines, including condition-specific pathways, utilizing those interventions that are most effective in engaging patients, meeting their needs and achieving Care Plan goals.

LHD shall identify and coordinate care with community agencies/resources to meet the specific needs of the child and use any locally developed resource list (including NCCARE360) to ensure families are well linked to resources to meet the identified need.

LHD shall provide care management services based upon the patient’s level of need as determined through ongoing assessment.

Care Management for At-Risk Children: Integration with Tailored Plans and Health Providers

LHD shall collaborate with the Covered Person’s PCP to facilitate implementation of patient-centered plans and goals targeted to meet individual children’s needs.

LHD shall ensure that changes in the care management level of care or in the need for patient support and follow-up and other relevant updates (especially during periods of transition) are communicated to the PCP and to the Tailored Plan.

LHD shall ensure awareness of Covered Persons’ “in network” status with providers when organizing referrals.

LHD shall ensure understanding of Tailored Plans’ prior authorization processes relevant to referrals.

Care Management for At-Risk Children: Service Provision

LHD shall document all care management activities in the care management documentation system in a timely manner.

LHD shall ensure that the services provided by Care Management for At-Risk Children meet a specific need of the family and shall work collaboratively with the family and other service providers to ensure the services are provided as a coordinated effort that does not duplicate services.

Care Management for At-Risk Children: Training

LHD shall participate in Department or Tailored Plan-sponsored webinars, trainings and continuing education opportunities as provided.

LHD shall pursue ongoing continuing education opportunities to stay current in evidence-based care management of high-risk children.

Care Management for At-Risk Children: Staffing

LHD shall hire care managers who meet Care Management for At-Risk Children care coordination competencies and have at least one of the following qualifications:

1. Registered nurses
2. Social workers with a Bachelor's degree in social work (BSW, BA in SW, or BS in SW) or Master's degree in social work (MSW, MA in SW, or MS in SW) from a Council on Social Work Education-accredited social work degree program. Non-degreed social workers cannot be the lead care manager providing Care Management for At-Risk Children even if they qualify as social workers under the Office of State Personnel guidelines.

LHD shall engage care managers who operate with a high level of professionalism and possess an appropriate mix of skills needed to work effectively with high-risk children. This skill mix must reflect the capacity to address the needs of patients with both medically and socially complex conditions.

LHD shall ensure that Care Management for At-Risk Children care managers demonstrate:

1. Proficiency with the technologies required to perform care management functions— particularly as pertains to claims data review and the care management documentation system
2. Ability to effectively communicate with families and providers
3. Critical thinking skills, clinical judgment and problem-solving abilities
4. Motivational interviewing skills, knowledge of trauma-informed care, and knowledge of adult teaching and learning principles

LHD shall ensure that the team of Care Management for At-Risk Children care managers shall include both registered nurses and social workers to best meet the needs of the target population with medical and psychosocial risk factors.

If the LHD has only a single Care Management for At-Risk Children care manager, the LHD shall ensure access to individual(s) to provide needed resources, consultation and guidance from the non-represented professional discipline.

LHD shall maintain services during the event of an extended vacancy.

In the event of an extended vacancy, LHD shall complete and submit a vacancy contingency plan that describes how an extended staffing vacancy will be covered and the plan for hiring if applicable.

LHD shall establish staffing arrangements to ensure continuous service delivery through appropriate management of staff vacancies and extended absences, including following Department guidance regarding vacancies or extended staff absences and adhering to DHHS guidance about contingency planning to prevent interruptions in service delivery. Vacancies lasting longer than sixty (60) days will be subject to additional oversight.

LHD shall ensure that community health workers and other unlicensed staff work under the supervision and direction of a trained Care Management for At-Risk Children care manager.

LHD shall provide qualified supervision and support for Care Management for At-Risk Children care managers to ensure that all activities are designed to meet performance measures, with supervision to include:

1. Provision of program updates to care managers
2. Daily availability for case consultation and caseload oversight

3. Regular meetings with direct service care management staff
4. Utilization of monthly and on-demand reports to actively assess individual care manager performance

LHD shall ensure that supervisors who carry a caseload also meet the Care Management for At-Risk Children care management competencies and staffing qualifications.

EXHIBIT 5 to SCHEDULE A-1

Addendum for Indian Health Care Providers

1. Purpose of Addendum; Supersession.

The purpose of this BH I/DD Tailored Plan Addendum for Indian Health Care Providers (IHCPs) is to apply special terms and conditions necessitated by federal law and regulations to this Agreement by and between Carolina Complete Health, Inc., in connection with the Tailored Plan Contract entered into by the Tailored Plan (herein "BH I/DD Tailored Plan") and _____ (herein "Indian Health Care Provider (IHCP)"). To the extent that any provision of this Agreement or any other addendum thereto is inconsistent with any provision of this Addendum, the provisions of this Addendum shall supersede all such other provisions.

2. Definitions.

For purposes of this Addendum, the following terms and definitions shall apply:

a. "Indian" means any individual defined at 25 U.S.C. §§ 1603(13), 1603(28), or 1679(a), or who has been determined eligible as an Indian, under 42 C.F.R. § 136.12. This means the individual is a member of a federally recognized Indian tribe or resides in an urban center and meets one or more of the following criteria:

i. Is a member of a tribe, band, or other organized group of Indians, including those tribes, bands, or groups terminated since 1940 and those recognized now or in the future by the state in which they reside, or who is a descendant, in the first or second degree, of any such member;

ii. Is an Eskimo or Aleut or other Alaska Native;

iii. Is considered by the Secretary of the Interior to be an Indian for any purpose;

iv. Is determined to be an Indian under regulations issued by the Secretary.

The term "Indian" also includes an individual who is considered by the Secretary of the Interior to be an Indian for any purpose or is considered by the Secretary of Health and Human Services to be an Indian for purposes of eligibility for Indian health care services, including as a California Indian, Eskimo, Aleut, or other Alaska Native.

b. "Indian Health Care Provider (IHCP)" means a health care program operated by the Indian Health Service (IHS) or by an Indian Tribe, Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in Section 4 of the Indian Health Care Improvement Act (25 U.S.C. 1603).

c. "Managed Care Plan" includes a Managed Care Organization (MCO), Prepaid Ambulatory Health Plan (PAHP), Prepaid Inpatient Health Plan (PIHP), Primary Care Case Management (PCCM) or Primary Case Managed Care Entity (PCCM entity) as those terms are used and defined in 42 C.F.R. 438.2, and any

subcontractor or instrumentality of such entities that is engaged in the operation of a Medicaid Managed Care contract.

d. "Indian Health Service or IHS" means the agency of that name within the U.S. Department of Health and Human Services established by the IHCA Section 601, 25 U.S.C. § 1661. "Indian tribe" has the meaning given in the IHCA Section 4(14), 25 U.S.C. § 1603(14).

e. "Tribal health program" has the meaning given in the IHCA Section 4(25), 25 U.S.C. § 1603(25).

f. "Tribal organization" has the meaning given in the IHCA Section 4(26), 25 U.S.C. § 1603(26).

g. "Urban Indian organization" has the meaning given in the IHCA Section 4(29), 25 U.S.C. § 1603(29).

3. Description of IHCP.

The IHCP identified in Section 1 of this Addendum is (check the appropriate box):

- IHS.
- An Indian tribe that operates a health program under a contract or compact to carry out programs, services, functions, and activities (or portions thereof) of the IHS pursuant to the ISDEAA, 25 U.S.C. §450 et seq.
- A tribal organization that operates a health program under a contract or compact to carry out programs, services, functions, and activities (or portions thereof) of the IHS pursuant to the ISDEAA, 25 U.S.C. § 450 et seq.
- A tribe or tribal organization that operates a health program with funding provided in whole or part pursuant to 25 U.S.C. § 47 (commonly known as the Buy Indian Act).
- An urban Indian organization that operates a health program with funds in whole or part provided by IHS under a grant or contract awarded pursuant to Title V of the IHCA.

4. Cost Sharing Exemption for Indians; No Reduction in Payments.

Neither the BH I/DD Tailored Plan nor Carolina Complete shall impose any enrollment fee, premium, or similar charge, and no deduction, copayment, cost sharing, or similar charge shall be imposed against an Indian who is furnished an item or service directly by the Indian Health Service, an Indian Tribe, Tribal Organization or Urban Indian Organization or through referral under contract health services.

Payments due to the Indian Health Service, an Indian Tribe, Tribal Organization, or Urban Indian Organization, or a health care IHCP through referral under contract health services for the furnishing of an item or service to an Indian who is eligible for assistance under the Medicaid program may not be reduced by the amount of any enrollment fee, premium, or similar charge, and no deduction,

copayment, cost sharing, or similar charge. Section 1916(j) of the Social Security Act, and 42 C.F.R. 447.53 and §457.535. Section 1916(j) of the Social Security Act, and 42 C.F.R. 447.53 and §457.535.

5. Member Option to Select the IHCP as Primary Health Care IHCP.

The BH I/DD Tailored Plan shall allow any Indian otherwise eligible to receive services from an IHCP to choose the IHCP as the Indian's primary health care provider if the IHCP has the capacity to provide primary care services to such Indian, and any referral from such IHCP shall be deemed to satisfy any coordination of care or referral requirement of the BH I/DD Tailored Plan. Section 1932(h)(1) of the Social Security Act, 42 C.F.R. § 438.14(b)(3) and 457.1209.

6. Agreement to Pay IHCP.

Carolina Complete, as a subcontractor of Tailored Plan, shall pay the IHCP for covered Medicaid Managed Care services in accordance with the requirements set out in Section 1932(h) of the Social Security Act and 42 C.F.R. §§ 438.14 and 457.1209.

7. Persons Eligible for Items and Services from IHCP.

a. Nothing in this Agreement shall be construed to in any way change, reduce, expand, or alter the eligibility requirements for services through the IHCP's programs, as determined by federal law including the IHCA, 25 U.S.C. § 1601, et seq. and/or 42 C.F.R. Part 136.

b. No term or condition of this Agreement or any addendum thereto shall be construed to require the IHCP to serve individuals who are ineligible for services from the IHCP. The BH I/DD Tailored Plan acknowledges that pursuant to 45 C.F.R. § 80.3(d), an individual shall not be deemed subjected to discrimination by reason of his/her exclusion from benefits limited by federal law to individuals eligible for services from the IHCP. IHCP acknowledges that the nondiscrimination provisions of federal law may apply.

8. Applicability of Federal Laws not Generally Applicable to other Providers.

Certain federal laws and regulations apply to IHCPs, but not other providers. IHCPs cannot be required to violate those laws and regulations as a result of serving BH I/DD Tailored Plan members. Applicable provisions may include, but are not limited to, those laws cited within this Addendum.

9. Non-Taxable Entity.

To the extent the IHCP is a non-taxable entity, the IHCP shall not be required by a BH I/DD Tailored Plan to collect or remit any federal, state, or local tax.

10. Insurance and Indemnification.

a. Indian Health Service. The IHS shall not be required to obtain or maintain insurance (including professional liability insurance), provide indemnification, or guarantee that the managed Care Plan will be held harmless from liability. This is because the IHS is covered by the Federal Tort Claims Act (FTCA), which means that the United States consents to be sued

in place of federal employees for any damages to property or for personal injury or death caused by the negligence or wrongful act or omission of federal employees acting within the scope of their employment. Nothing in this Agreement (including any addendum) shall be interpreted to authorize or obligate any IHS employee to perform any act outside the scope of his/her employment.

b. Indian Tribes and Tribal Organizations. A provider which is an Indian tribe or a tribal organization operating under a contract or compact to carry out programs, services, functions, and activities (or portions thereof) of the IHS pursuant to the ISDEAA, 25 U.S.C. § 450, or employee of a tribe or tribal organization (including contractors) shall not be required to obtain or maintain insurance (including professional liability insurance), provide indemnification, or guarantee that the BH I/DD Tailored Plan or Carolina Complete will be held harmless from liability. This is because Indian tribes and tribal organizations operating under a contract or compact to carry out programs, services, functions, and activities, (or programs thereof) of the IHS pursuant to the ISDEAA, 25 U.S.C. § 450, are covered by the FTCA, which means the United States consents to be sued in place of employees of a tribe or tribal organization (including contractors) for any damages to property or for personal injury or death caused by the negligence or wrongful act or omission of employees acting within the scope of their employment. Nothing in the this Agreement (including any addendum) shall be interpreted to authorize or obligate such provider, any employee of such provider, or any personal services contractor to perform any act outside the scope of his/her employment.

c. Urban Indian Organizations. A provider which is an urban Indian organization shall not be required to obtain or maintain insurance (including professional liability insurance), provide indemnification, or guarantee that the BH I/DD Tailored Plan or Carolina Complete will be held harmless from liability to the extent the provider attests that it is covered by the FTCA. Nothing in this Agreement or any addendum thereto shall be interpreted to authorize or obligate such provider or any employee of such provider to perform any act outside the scope of his/her employment.

11. Licensure and Accreditation.

Pursuant to 25 USC §§ 1621t and 1647a, neither the Tailored Plan nor Carolina Complete shall apply any requirement that any entity operated by the IHS, an Indian tribe, tribal organization or urban Indian organization be licensed or recognized under the State or local law where the entity is located to furnish health care services, if the entity attests that it meets all the applicable standards for such licensure or recognition. In addition, neither the BH I/DD Tailored Plan nor Carolina Complete shall require the licensure of a health professional employed by such an entity under the State or local law where the entity is located, if the professional is licensed in another State.

12. Dispute Resolution.

In the event of any dispute arising under this Agreement or any addendum thereto, the IHCP, Tailored Plan, and Carolina Complete, agree to meet and confer in good faith to resolve any such disputes. Notwithstanding any provision in this Agreement,

the IHCP shall not be required to submit any disputes between the parties to binding arbitration.

13. Governing Law.

This Agreement and all addenda thereto shall be governed and construed in accordance with federal law of the United States. In the event of a conflict between such agreement and all addenda thereto and federal law, federal law shall prevail.

Nothing in this Agreement or any addendum thereto shall subject an Indian tribe, tribal organization, or urban Indian organization to state law to any greater extent than state law is already applicable.

14. Medical Quality Assurance Requirements.

To the extent the Tailored Plan imposes any medical quality assurance requirements on its network IHCPs, any such requirements applicable to the IHCP shall be subject to Section 805 of the IHCA, 25 U.S.C. § 1675.

15. Claims Format.

Carolina Complete, as a subcontractor of Tailored Plan, shall process claims from the IHCP in accordance with Section 206(h) of the IHCA, 25 U.S.C. § 1621e(h), which does not permit an issuer to deny a claim submitted by a IHCP based on the format in which submitted if the format used complies with that required for submission of claims under Title XVIII of the Social Security Act or recognized under Section 1175 of such Act.

16. Payment of Claims.

Carolina Complete, as a subcontractor of Tailored Plan, shall pay claims from the IHCP in accordance Section 1932(h)(2) of the Act and 42 C.F.R. §§ 438.14(c)(2) and 457.1209 and shall pay at either the rate provided under the State plan in a Fee-for-Service payment methodology, or the applicable encounter rate published annually in the Federal Register by the Indian Health Service, whichever is higher.

17. Hours and Days of Service.

The hours and days of service of the IHCP shall be established by the IHCP. The IHCP agrees that it will consider input from the Tailored Plan as to its hours and days of service. At the request of the Tailored Plan, such IHCP shall provide written notification of its hours and days of service.

18. Coordination of Care/Referral Requirements.

The Provider may make referrals to in-network providers and such referrals shall be deemed to meet any coordination of care and referral obligations of the Tailored Plan.

0. Sovereign Immunity.

Nothing in this Agreement or in any addendum thereto shall constitute a waiver of federal or tribal sovereign immunity.

1. Endorsement.

IHS or IHCP names and positions may not be used to suggest official endorsement or preferential treatment of the Tailored Plan.

APPROVALS

For Carolina Complete Health, Inc.:

Date:

Signature:

For the IHCP:

Date:

Signature

Applicable Federal Laws Referenced in Section 8 of this Addendum

(a) The IHS as an IHCP:

- (1) Anti-Deficiency Act, 31 U.S.C. § 1341;
- (2) ISDEAA, 25 U.S.C. § 450 et seq.;
- (3) Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 2671-2680;
- (4) Federal Medical Care Recovery Act, 42 U.S.C. §§ 2651-2653;
- (5) Federal Privacy Act of 1974 ("Privacy Act"), 5 U.S.C. § 552a, 45 C.F.R. Part 5b;
- (6) IHCA, 25 U.S.C. § 1601 et seq.

(b) An Indian tribe or a Tribal organization that is an IHCP:

- (1) ISDEAA, 25 U.S.C. § 450 et seq.;
- (2) IHCA, 25 U.S.C. § 1601 et seq.;
- (3) FTCA, 28 U.S.C. §§ 2671-2680;
- (4) Federal Medical Care Recovery Act, 42 U.S.C. §§ 2651-2653;
- (5) Privacy Act, 5 U.S.C. § 552a, 45 C.F.R. Part 5b;

(c) An urban Indian organization that is an IHCP:

- (1) IHCA, 25 U.S.C. § 1601 et seq.
 - (2) Privacy Act, 5 U.S.C. § 552a, 45 C.F.R. Part 5b;
- HIPAA, 45 C.F.R. Parts 160 and 164.

EXHIBIT 6 to SCHEDULE A-1

Tribal Payment Policy

Background

This Tribal Payment Policy outlines the expectations of the Department regarding payment for covered services to Indian Health Care Providers (IHCP) by a Tailored Plan (or its subcontractor).

Indian Health Care Provider (IHCP) refers to a "health care program operated by the Indian Health Service (IHS) or by an Indian Tribe, Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as defined in section 4 of the Indian Health Care Improvement Act (25 U.S.C. 1603). Providers operated by state recognized tribes are not considered IHCPs.

In the event there are Tribal entities that are not IHS providers but are eligible to enroll as a Medicaid provider as an atypical health provider, the Office of the Chief of the Eastern Band of the Cherokee (EBCI) shall provide a "Tribal Provider Attestation." This "Tribal Provider Attestation" letter from the EBCI Chief's office shall be submitted to NC DHHS as part of the NC DHHS centralized credentialing process. The information about tribal providers will be shared with Tailored Plans through DHB's existing process.

1) Scope

This Policy applies to Tailored Plans and their applicable subcontractors and covers payment for covered services provided by IHCPs and other Tribal providers. This Policy shall apply to all IHCPs/Tribal providers regardless of the provider's contracting status.

2) Policy Statement

The Tailored Plan (or its subcontractor) shall implement:

a) Claim Submission

i) Cherokee Indian Hospital (CIHA) will bill for inpatient and outpatient services and will be paid for these services in accordance with current NC Medicaid requirements.

ii) Other Indian Health Service (IHS)/Tribal/Urban (I/T/U) providers/Tribal providers will submit claims utilizing formats currently utilized when billing NC Tracks in fee for service.

b) Payment

i) Eligible Tribal Providers will receive the All-Inclusive Rate (AIR), also referred to as the OMB rate, for services rendered at CIHA and using the CIHA Billing NPI. This rate is established annually, published annually in October and effective in January. The Tailored Plan or its subcontractor shall honor the rate and schedule for implementation. Providers who have other fee schedules or settlement processes with Tailored Plan or its subcontractor shall continue to follow those arrangements.

EXHIBIT 7 to SCHEDULE A-1

Applicable Wait Time Standards

Section VII. Attachment F.1. Table 3: Appointment Wait Time Standards for Medicaid			
Reference Number	Visit Type	Description	Standard
Primary Care			
1	Preventive Care Service – adult, 21 years of age and older	Care provided to prevent illness or injury; examples include, but are not limited to, routine physical examinations, immunizations, mammograms and pap smears	Within thirty (30) calendar days
1a	Preventive Care Services – child, birth through 20 years of age		Within fourteen (14) calendar days for member less than six (6) months of age Within thirty (30) calendar days for members six (6) months or age and older.
2	After-Hours Access – Emergent and Urgent	Care requested after normal business office hours.	Immediately {available twenty-four (24) hours a day, three hundred sixty-five (365) days a year}
3	Urgent Care Services	Care provided for a non- emergent illness or injury with acute symptoms that require immediate care; examples include, but are not limited to, sprains, flu symptoms, minor cuts and wounds, sudden onset of stomach pain and severe, non-resolving headache.	Within twenty-four (24) hours
4	Routine/Check-up without Symptoms	Non-symptomatic visits for routine health check-up.	Within thirty (30) calendar days
Prenatal Care			
5	Initial Appointment – 1 st or 2 nd Trimester	Care provided to a member while the member is pregnant to help keep member and future baby healthy, such as checkups and prenatal testing.	Within fourteen (14) calendar days
5a	Initial Appointment – high risk pregnancy or 3 rd Trimester		Within five (5) calendar days
Specialty Care			
6	After-Hours Access – Emergent and Urgent	Care requested after normal business office hours.	Immediately {available twenty-four (24) hours a day, three hundred sixty-five (365) days a year}
7	Urgent Care Services	Care provided for a non- emergent illness or injury with acute symptoms that require immediate care; examples include, but are not limited to, sprains, flu symptoms, minor cuts and wounds, sudden onset of stomach pain and severe, non- resolving headache.	Within twenty-four (24) hours
8	Routine/Check-up without Symptoms	Non-symptomatic visits for health check.	Within thirty (30) calendar days
Behavioral Health, I/DD, and TBI Services			
9	Mobile Crisis Management Services	Refer to <i>Section VII. Attachment M.9. BH Service Classifications for Appointment Wait Time and Routine, Urgent and Emergent Care Standards for Medicaid and NC Health Choice Members and State-funded Recipients</i>	Within two (2) hours
10	Facility-Based Crisis Management Services (FBC for Child & Adolescent, FBC for Adults, Non- Hospital Medical Detox)	Refer to <i>Section VII. Attachment M.9. BH Service Classifications for Appointment Wait Time and Routine, Urgent and Emergent Care Standards for Medicaid and NC Health Choice Members and State-funded Recipients</i>	Emergency Services available immediately {available twenty-four (24) hours a day, three hundred sixty-five (365) days a year}

Section VII. Attachment F.1. Table 3: Appointment Wait Time Standards for Medicaid

Reference Number	Visit Type	Description	Standard
11	Emergency Services for Mental Health	Refer to <i>Section VII. Attachment M.9. BH Service Classifications for Appointment Wait Time and Routine, Urgent and Emergent Care Standards for Medicaid and NC Health Choice Members and State-funded Recipients</i>	Immediately {available twenty-four (24) hours a day, three hundred sixty-five (365) days a year}
12	Emergency Services for SUDs	Refer to <i>Section VII. Attachment M.9. BH Service Classifications for Appointment Wait Time and Routine, Urgent and Emergent Care Standards for Medicaid and NC Health Choice Members and State-funded Recipients</i>	Immediately {available twenty-four (24) hours a day, three hundred sixty-five (365) days a year}
14	Urgent Care Services for Mental Health	Refer to <i>Section VII. Attachment M.9. BH Service Classifications for Appointment Wait Time and Routine, Urgent and Emergent Care Standards for Medicaid and NC Health Choice Members and State-funded Recipients</i>	Within twenty-four (24) hours
15	Urgent Care Services for SUDs	Refer to <i>Section VII. Attachment M.9. BH Service Classifications for Appointment Wait Time and Routine, Urgent and Emergent Care Standards for Medicaid and NC Health Choice Members and State-funded Recipients</i>	Within twenty-four (24) hours
16	Routine Services for Mental Health	Refer to <i>Section VII. Attachment M.9. BH Service Classifications for Appointment Wait Time and Routine, Urgent and Emergent Care Standards for Medicaid and NC Health Choice Members and State-funded Recipients</i>	Within fourteen (14) calendar days
17	Routine Services for SUDs	Refer to <i>Section VII. Attachment M.9. BH Service Classifications for Appointment Wait Time and Routine, Urgent and Emergent Care Standards for Medicaid and NC Health Choice Members and State-funded Recipients</i>	Within forty-eight (48) hours



Late Applications for Property Tax Exemption - 2022

Description

Property Tax Exemption under NCGS 105-282.1(a1)(b) and accept or deny good cause by applicant for failure to make a timely application for exemption or exclusion. This applies only to the taxes levied by the County of Dare in the calendar year in which the untimely application is filed.

See attached: Letters to the Board of Commissioners

Board Action Requested

Approve or deny requests for late application for property tax exemption or exclusion. If late applications are approved; then approve or deny for 2022 property tax relief for Mr. Devin Ortega and Mr. David S. Hopkins.

Item Presenter

Maggie Dennis, Senior Property Appraiser

DARE COUNTY LATE APPLICATIONS FOR PROPERTY TAX RELIEF - 2022

- 1) David S. Hopkins, Jr.– Colington District – Parcel #027065000 Elderly or Disabled Exclusion (105-277.1)

Office Received Application: August 15, 2022

1. Purchased property January 1992
2. Returned listing form consistently
3. Income \$31,346– meets 2022 eligibility requirements

- 2) Devin R. Ortega – Kill Devil Hills District - Parcel #003607000 – Disabled Veteran Exclusion (105.3277.1c)

Office Received Application: July 5, 2022

1. Purchase property March 2018
2. Returned listing form consistently
3. Application was sent to Raleigh, in error. Was returned to our office on July 5, 2022, after deadline.

AUG 15 2022

August 10, 2022

Dare County Board of Commissioners
P O Box 100
Manteo, NC 27954

Re: parcel #027065000
Late Application for Elderly Tax Exemption in 2022

To Whom it May Concern,

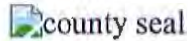
Please accept and approve my application for Elderly Property Tax Exclusion for tax year 2022.

Due to the death of my wife, I am late in filing, and did not realize I was required to reapply and would appreciate your approval to continue to receive the tax exemption, as in previous years.

Sincerely,



David S. Hopkins, Jr.
210 Sandpiper Dr
Kill Devil Hills, NC 27948



DARE COUNTY PROPERTY TAX BILL

Dare County Tax Department
P.O. Box 1000
Manteo NC 27954-1000

E-CHECK PAYMENT OPTION
Log in to www.darenc.com to pay by
check with minimal fee!

DROP BOXES are available in front of the
Dare County Justice Center and the Dare
County Water Departments.

Payment Plan Option is also available

**important bill information*

PENALTIES ARE DETERMINED BY U.S.
POSTAL POSTMARK

Owner as of January 1: HOPKINS, DAVID S JR

Customer Number	District	Amount Billed		
023068867	COLINGTON	\$1,168.94		
Parcel Number	Billing Date	Tax Year	Due Date	Delinquent After
027065000	07/29/2022	2022	09/01/2022	01/05/2023
Description of Property	% Rate	Tax Levied		
PIN#: 987310-47-1346				
Description: LOT: 34 BLK: SEC:				
W COLINGTON HARBOUR SEC W				
Street Address: 210 SANDPIPER DR				
Real Property Value:	188,500	0.4005	DARE CO	\$761.24
Personal Property Value:	1,573	0.1145	COLTN FIRE	\$217.63
Exempt Value:	0	0.1	SANITATION	\$190.07
Total Taxable Value:	190,073	0		\$0.00
		0		\$0.00
			LATE LIST:	\$0.00
			PAYMENT:	\$0.00
PRINCIPAL BILLED: \$1,168.94				
PARCEL NUMBER: 027065000				
BILL NUMBER: 37468				

[CLICK HERE FOR BALANCE DUE](#)

Make Check Payable & Remit To: (include Parcel Number 027065000 on your check.)

DARE COUNTY TAX COLLECTION
PO BOX 538310
ATLANTA, GA 30353-8310

Questions: Direct all inquiries to (252)475-5952

Office Hours: 8:30 AM - 5:00 PM, Monday - Friday

Credit Card Payments: Please note that all credit card payments made at the tax office will now be charged a 2% administration fee.

When calling please have your 9 DIGIT PARCEL NUMBER available.

To receive future invoices electronically, please visit: darenc.reviewmyinvoice.com

JUL 05 2022

July 5, 2022

The Dare County Board of Commissioner

From: Devin Ortega
1403 Harpoon Dr
Kill Devil Hills, NC 27948

Re: Request for G.S. 105-277.1c(NC disabled Veterans Property Tax Exclusion)

I am a veteran who retired in 2007 under honorable military discharge, after years of military service and with medical conditions which warrant a permanent and total service-connected disability.

I have undergone spinal surgery, due to injuries sustained while serving in the military as a United States Navy Seaman.

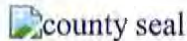
I request an extension of the June 1st deadline for applying for the above referenced exemption (G.S. 105-277.1c) for my primary residence, beginning with the 2022 tax year. I applied prior to June 1st deadline, (see timestamp of NCDVA-9) however, it was sent to the Dept. of Revenue in Raleigh, and it was just returned to me

I Thank you for your consideration,

Devin Ray Ortega

This form should go to your local County Tax Assessor's Office in the County where you pay your taxes on the property

***NOT for THIS OFFICE**



DARE COUNTY PROPERTY TAX BILL

Dare County Tax Department
P.O. Box 1000
Manteo NC 27954-1000

E-CHECK PAYMENT OPTION
Log in to www.darenc.com to pay by
check with minimal fee!

DROP BOXES are available in front of the
Dare County Justice Center and the Dare
County Water Departments.

Payment Plan Option is also available

**important bill information*

**PENALTIES ARE DETERMINED BY U.S.
POSTAL POSTMARK**

Owner as of January 1: ORTEGA, DEVIN R

Customer Number	District	Amount Billed
023071858	KILL DEVIL HILLS	\$2,375.49
Parcel Number	Billing Date	Tax Year
003607000	07/29/2022	2022
	Due Date	Delinquent After
	09/01/2022	01/05/2023

Description of Property	% Rate	Tax Levied
PIN#: 988413-23-2055		
Description: LOT: 91 BLK: SEC: 3 LANDING SECTION 3, THE	0.4005	DARE CO \$1,320.45
Street Address: 1403 HARPOON DR	0.32	KDH TOWN \$1,055.04
Real Property Value: 329,700	0	\$0.00
Personal Property Value: 0	0	\$0.00
Exempt Value: 0	0	\$0.00
Total Taxable Value: 329,700	0	\$0.00
	0	\$0.00
		LATE LIST: \$0.00
		PAYMENT: \$0.00
		PRINCIPAL BILLED: \$2,375.49
		PARCEL NUMBER: 003607000
		BILL NUMBER: 4558

[CLICK HERE FOR BALANCE DUE](#)

Make Check Payable & Remit To: (include Parcel Number 003607000 on your check.)

DARE COUNTY TAX COLLECTION
PO BOX 538310
ATLANTA, GA 30353-8310

Questions: Direct all inquiries to (252)475-5952
Office Hours: 8:30 AM - 5:00 PM, Monday - Friday

Credit Card Payments: Please note that all credit card payments made at the tax office will now be charged a 2% administration fee.

When calling please have your 9 DIGIT PARCEL NUMBER available.

To receive future invoices electronically, please visit: darenc.reviewmyinvoice.com

2022 Dare County Board of Equalization and Review

Policy Statement

Interpretation of "Good Cause" regarding late filings for Tax Relief (Exemptions/Exclusions)

According to §105-282.1 (a) of the North Carolina General Statutes, "upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by ... the board of equalization and review. An untimely application for exemption or exclusion approved under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed."

After considering the recommendations of the University of North Carolina's School of Government, the North Carolina Department of Revenue's Local Government Section, and after review of the practices of several counties in North Carolina, the 2020 Dare County Board of Equalization and Review (BER) has decided to adopt a lenient approach towards the interpretation of "good cause" when dealing with applications for tax exemption and exclusion filed after the June 1st deadline.

If all necessary criteria for approval have been met except for the timeliness of the filing, the BER is inclined to grant approval to the application.

The BER believes that this policy is consistent with the sentiments of the Dare County Board of County Commissioners as relates to providing a fair and reasonable customer service experience to those individuals or organizations most in need of the tax relief opportunities offered through the Machinery Act of North Carolina.

Motion to Approve: _____

Seconded by: _____

Chair, Dare County Board of Equalization and Review

Date: _____



Schedule of Meeting Dates for 2023

Description

The Board of Commissioners will consider the attached schedule of 2023 meeting dates

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager

Dare County Board of Commissioners
2023 – Meeting Schedule

January	03 (Tues)	9:00 a.m.
February	06	9:00 a.m.
March	06	9:00 a.m.
April	03	9:00 a.m.
May	01	9:00 a.m.
June	05	9:00 a.m.
July	17	5:00 p.m.
August	07	9:00 a.m.
September	06 (Wed.)	9:00 a.m.
October	02	9:00 a.m.
November	06	9:00 a.m.
December	04	9:00 a.m.



NC Resilient Coastal Communities Program Grant

Description

Dare County received \$45,000 (no match required) in grant funds for Phase 3 of the NC Resilient Coastal Communities Program. These funds will be used for the design of stormwater improvements in Hatteras Village. WithersRavenel performed Phase 1 & 2 work for Dare County, therefore a Mini-Brooks Act Exemption is requested authorizing the County to enter into a Service Contract with WithersRavenel pursuant to GS 143-64.32.

Board Action Requested

Approve Budget Amendment, Approve Mini-Brooks Act Exemption, and authorize County Manager to enter into contracts with NC DEQ and WithersRavenel

Item Presenter

Barton Grover, Grants & Waterways Administrator

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SUBGRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: ** - ***0293

North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY (the "Department") and the COUNTY of DARE (the "**Subgrantee**"). The assistance provided to the Subgrantee hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

Federal Agency: National Fish and Wildlife Foundation
CFDA No.: 11.473
FAIN No.: NA20NOS4730002

1. Audit and Other Reporting Requirements of the Local Government Commission. If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (**Article 3 - The Local Government Budget and Fiscal Control Act**), the Subgrantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. Contract Documents. The agreement between the parties consists of this **document (the "Contract Cover")** and its attachments, which are identified by name as follows:
 - a. **Federal Grant Award, including all terms and conditions associated therewith ("Federal Grant Award") (Attachment A)**
 - b. **State's** General Terms and Conditions (Attachment B)
 - c. Department of **Coastal Management's** Request for Applications ("RFA") (Attachment C)
 - d. Subgrantee's **Response to RFA**, including scope of work, line-item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter **referred to generally as the "Award Proposal"**) (Attachment D)
 - e. Notice of Certain Reporting and Audit Requirements (Attachment E)
 - f. Certification Regarding Lobbying (Attachment F)
 - g. Certification Regarding Debarment (Attachment G)
 - h. Certification Regarding Drug-Free Workplace (Attachment H)
 - i. Certification Regarding Environmental Tobacco Smoke (Attachment I)
 - j. Certification Regarding Conflict of Interest (Attachment J)

Together, these documents (the "**Contract Documents**") constitute the entire agreement between the parties (the "**Agreement**"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the **Department's** Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. Precedence Among Contract Documents. In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

¹ The contract documents attached hereto may at times use alternative terms to describe the Subgrantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

4. Contract Period. This Agreement shall be effective from the date of last signature to May 31, 2023, inclusive of those dates.
5. Subgrantee's Duties. As a condition of the grant award, the Subgrantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment D), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the underlying purposes of the Federal Grant Award.
 - c. Comply with all terms, conditions, restrictions and requirements applicable to subgrantees under the Federal Grant Award.
 - d. Comply with the requirements of [09 NCAC 03M .0101](#), *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
 - e. Comply with the applicable provisions of Notice of Certain Reporting and Audit Requirements (Attachment E).
 - f. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, (ii) for the period of time required by the Federal Grant Award, or (iii) until all audit exceptions have been resolved, whichever is longest.
 - g. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - h. Obtain written approval from the **Department's** Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
 - i. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, are made applicable to, and binding upon, any lower-tier subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Subgrantee hereunder.
 - j. Take reasonable measures to ensure that any lower-tier subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, and (ii) provides such information in its possession as may be necessary for the Subgrantee to comply with such terms, conditions, restrictions and requirements.
6. Historically Underutilized Businesses. Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to [G.S. 143B-1361 \(a\)](#), [G.S. 143-48](#) and [G.S. 143-128.4](#), the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

- 7. **Department's Duties.** The Department shall pay the Subgrantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
- 8. Total Award Amount. The total amount of award funds paid by the Department to the Subgrantee under this Agreement shall not exceed FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Federal	National Fish and Wildlife Foundation	11.473

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$45,000.00	1601	532199	1625-625E

Subgrantee Matching Information:

- a. There are no matching requirements from the Subgrantee.
- b. There are no matching requirements from the Subgrantee; however, the Subgrantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Subgrantee's matching requirement is \$, which shall consist of:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Subgrantee is committing to an additional \$0 to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is \$45,000.00. The Subgrantee represents that any contributions of its own shall be sourced from non-Federal funds.

- 9. Invoice and Payment. The award funds shall be disbursed to the Subgrantee in accordance with the following provisions:
 - a. The Subgrantee shall submit invoices to the **Department's** Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the **Department's Financial Services Division** within six (6) months of such date. Any invoice received thereafter shall be returned without action.
 - b. The Department shall reimburse the Subgrantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all

reports/deliverables are received and accepted by the Department. **As used herein**, “allowable expenditures” are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment D.

- 10. **Subgrantee’s Fiscal Year.** The Subgrantee represents that its fiscal year is from July 01 to June 30.
- 11. **Availability of Funds.** The Subgrantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. **Reversion of Unexpended Funds.** The Subgrantee understands and agrees that any unexpended grant funds shall revert to the Department upon the termination of this Agreement.
- 13. **Supplantation of Expenditure of Public Funds.** The Subgrantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Subgrantee would otherwise expend to carry out the project or services described in the Award Proposal.
- 14. **Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party’s Contract Administrator. The contact information for each party’s Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Subgrantee Contract Administrator	Department’s Contract Administrator
Barton Grover, Grants and Waterways Administrator County of Dare 954 Marshall C. Collins Drive – PO Box 1000 Manteo, NC 27954 Telephone: 252-475-5628 Email: barton.grover@darenc.com	Mackenzie Todd NC DEQ DCM 400 Commerce Ave Morehead City, NC 28557 Telephone: 252-515-5434 Email: mackenzie.todd@ncdenr.gov

- 15. **Assignment.** The Subgrantee may not assign its obligations or its rights to receive payment hereunder.
- 16. **Procurement.** The Subgrantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
 - a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Subgrantee shall be contracted without prior written approval from the Department.
 - b. In the event the Subgrantee or any subrecipient of the Subgrantee contracts for any of the work to be performed hereunder, the Subgrantee shall not be relieved of any duties or responsibilities herein set forth.
 - c. The Subgrantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C. [G.S. 143-133.3](#), [G.S. 143-59.1](#), [G.S. 143-59.2](#) or [G.S. 147-86.60](#).
- 17. **Subawards.** The Subgrantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Subgrantee of any duties or responsibilities herein set forth.

18. Title VI and Other Nondiscrimination Requirements. Throughout the course of its performance hereunder, the Subgrantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Subgrantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Subgrantee receives Federal assistance. For purposes of this provision, **“program or activity” shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).**

The Subgrantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Subgrantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. E-Verify. To the extent applicable, the Subgrantee represents that it and each of its lower-tier subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes ([Article 2 - Verification of Work Authorization](#)), including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
20. Termination by Mutual Consent. This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
21. Survival. Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
22. Signature Warranty. The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

COUNTY OF DARE

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Subgrantee's Signature

By _____
Signature of Department Head or Authorized Agent

Printed Name and Title

Tommy Kirby, Purchasing Director

Printed Name and Title

Organization

Financial Services Division, Purchasing and Contracts Section

Division/Section

Date Signed

Date Signed



ORIGINAL

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 66779	2. NFWF GRANT ID: 0318.19.066779	
		3. UNIQUE ENTITY IDENTIFIER (DUNS #) 809785280	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A	
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT NC Dept. of Environmental Quality		
7. NFWF SUBRECIPIENT CONTACT		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION		
Tancred Miller NC Dept. of Environmental Quality 400 Commerce Ave Morehead City, NC 28557 Tel: 252-808-2808 tancred.miller@ncdenr.gov		Amanda Crawford National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 Amanda.Crawford@nfwf.org		
9. PROJECT TITLE Overcoming Local Barriers to Implementation and Getting to Shovel Readiness (NC)				
10. PROJECT DESCRIPTION Establish an incentive-based state framework which will support comprehensive local community resilience planning and build upon an existing vulnerability assessment and knowledge base that will help strengthen ecosystems at the Rachel Carson Reserve. Project will protect the Town of Beaufort and result in several shovel-ready projects that increase the resilience of natural resources and coastal communities in North Carolina.				
11. PERIOD OF PERFORMANCE July 1, 2020 to June 30, 2023		12. TOTAL AWARD TO SUBRECIPIENT \$1,141,047.22	13. TOTAL FED. FUNDS \$1,141,047.22	14. TOTAL NON-FED. FUNDS N/A
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$830,000		
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.				
18. TABLE OF CONTENTS				
SEC.	DESCRIPTION			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL						
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. CFDA
National Oceanic and Atmospheric Administration	FC.R416	February 7, 2020	NA20NOS4730002	\$49,511,000	\$1,141,047.22	11.473

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print) Braxton C. Davis, PhD, Director		D. NAME AND TITLE OF NFWF AWARDING OFFICIAL Holly A. Bamford, PhD, Chief Conservation Officer			
B. SUBRECIPIENT BY 	C. DATE July 6, 2020	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY 		F. DATE 7/15/2020	

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Task Due Date	Reporting Task
October 31, 2020	Annual Financial Report
December 31, 2020	Interim Programmatic Report
June 30, 2021	Interim Programmatic Report
October 31, 2021	Annual Financial Report
December 31, 2021	Interim Programmatic Report
June 30, 2022	Interim Programmatic Report
October 31, 2022	Annual Financial Report
December 31, 2022	Interim Programmatic Report
September 30, 2023	Final Financial Report
September 30, 2023	Final Programmatic Report



SECTION 1 AGREEMENT ADMINISTRATION

1.1. Project Description/Purpose of Grant.

Establish an incentive-based state framework which will support comprehensive local community resilience planning and build upon an existing vulnerability assessment and knowledge base that will help strengthen ecosystems at the Rachel Carson Reserve. Project will protect the Town of Beaufort and result in several shovel-ready projects that increase the resilience of natural resources and coastal communities in North Carolina.

1.2. Amendments.

During the life of the Project, the NFWF Subrecipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the performance goals articulated by the Project description immediately. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek prior written approval from the Grants Administrator. NFWF Subrecipients must seek an amendment request upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's Easygrants system.

1.3. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other Federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another Federal award except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs when authorized by Federal statute; (6) Are provided for in the approved budget when required by the Federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

1.3.1. Documentation and Reporting of Matching Contributions. The NFWF Subrecipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

1.3.2. Cash, Goods and Services, and/or Property. The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. (hereinafter "OMB Uniform Guidance"), regardless of whether this Grant Agreement is federally funded.

1.3.3. Property. The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

1.4. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and (3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

1.5. Reports.

1.5.1 Interim Programmatic and Financial Reports.

The NFWF Subrecipient will submit interim programmatic and financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. The interim financial report shall consist of financial information detailing cumulative receipts and expenditures made under this Project since Project initiation, and shall be uploaded via NFWF's Easygrants system.

1.5.2. Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds expended during NFWF's fiscal year (October 1 – September 30). The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.5.3. Final Reports.

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

1.5.3.1. Photographs.

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the

Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

1.5.4 Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.5.4.1 Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and,

1.5.4.2 Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

1.5.5. Certification and Representation.

For each report in this section, except for 1.5.4, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

1.6. Access to Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later. NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. NFWF Subrecipient must maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the subaward project goals. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of the OMB Uniform Guidance; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity and Acknowledgement of Support.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo of any Funding Source.

2.5.1. Disclaimers.

Payments made to the NFWF Subrecipient under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products

does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.

2.9. Compliance with Laws.

2.9.1 In General. The NFWF Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

2.9.2. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.

2.9.2.1. The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.

2.9.2.2. The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity,

or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

2.9.2.3. The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

2.10. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.

2.11. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.

2.12. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

2.13. Choice of Law/Jurisdiction.

This Grant Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Grant Agreement.

2.14. Termination.

2.14.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.14.1.1. The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.14.1.2. The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.14.1.3. In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,

2.14.1.4. In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions; or,

2.14.1.5. In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,

2.14.1.6. After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

2.14.2. Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.14.3. In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.14.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.14.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

2.14.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.14.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts.

2.14.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Grant Agreement, whether completed or in progress.

2.14.3.6. Return to NFWF any unobligated portion of the Award.

2.15. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.16. Severability.

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.17. Interpretation and Construction.

2.17.1. This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.

2.17.2. The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.

2.17.3. Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.17.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.17.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL

3.1. Binding Obligation.

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Grant Agreement.

3.3. Compliance with Laws.

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

3.4. Conflicts of Interest.

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a Non-Profit Organization, Institution of Higher Education, State, Local or Tribal Government, it will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

4.2. A-133 and 2 CFR § 200 Subpart F Audits.

It is the responsibility of subrecipients that are Non-Profit Organizations, State, Local or Tribal Governments to arrange for the conduct of audits as required by either OMB Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" or 2 CFR Part 200, Subpart F – Audit Requirements, whichever is applicable.

4.3. Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expense.

4.4. Subrecipient Debarment and Suspensions.

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

4.5. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.6. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
 - d. *Definitions.* For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.7. Subrecipient Monitoring Requirements.

NFWF Subrecipients receiving federal funds understand that NFWF may require NFWF Subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF Subrecipient's attention during the course of an audit.

4.8. Certification and Representation.

NFWF Subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF Subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Agreement.]. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

4.9. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.10. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

4.11. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

4.12. 43 CFR §18 New Restrictions on Lobbying.

The NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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.

(b) 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.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify 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.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

FC.R416

Pre-Award Matching Contributions.

The NFWF Subrecipient may begin accumulating pre-award matching contribution costs for Funding Source FC.R416 as of July 1, 2019. This pre-award waiver is only applicable to matching contributions; the NFWF Award listed on line 12 of the Cover Page of this Agreement must be expended within the period of performance listed on line 11.

Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated April 30, 2019, available at http://www.osec.doc.gov/oam/grants_management/policy/. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.330-332 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Equipment Reporting.

Equipment or supplies (aggregate supplies, not per unit) at a cost of \$5,000 or greater per unit value, including its fair market value, must be inventoried at least once every two years and at award closeout (2 CFR 200.313). NFWF Subrecipients may use the outdated SF-428 form series to report on tangible property or submit their own customized report including a description of federally owned equipment, identification information, acquisition cost, and acquisition date. More guidance on property definitions and forms is posted online at coast.noaa.gov/funding/forms.html.

Handling of Environmental Data or Peer Reviewed Publications.

- a) **Data Sharing:** Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse. Data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered “experimental products” and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
- b) **Timeliness:** Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c) **Disclaimer:** Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

- d) **Failure to Share Data:** Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
- e) **Funding acknowledgement:** Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f) **Manuscript submission:** The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- g) **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

- a) **Maintaining Integrity.** The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
- b) **Peer Review.** The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- c) In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
- d) **Primary Responsibility.** The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e) By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- f) The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

**SECTION 6 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO
NON-FEDERAL FUNDS – FUNDING SOURCE SPECIFIC**

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**General Terms and Conditions
Governmental Entities**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

- from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
 - (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
 - (13) "Public Authority" has the meaning in NCGS 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
 - (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
 - (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
 - (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
 - (17) "Sub-grantee" has the meaning in NCGS 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and

NCGS § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

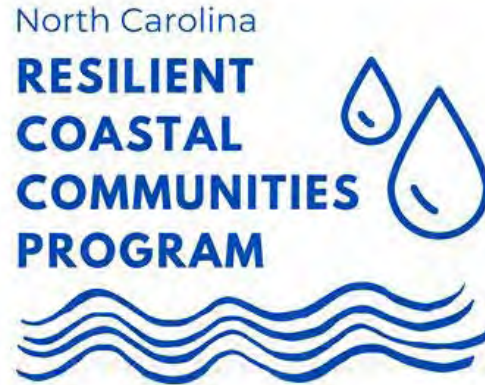
Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

North Carolina Resilient Coastal Communities Program

Phase 3 Grant Application 2022



Division of Coastal Management
Department of Environmental Quality



NORTH CAROLINA RESILIENT COASTAL COMMUNITIES PROGRAM
Announcement of Request for Applications (RFA)
Phase 3-Engineering & Design
Released: March 25, 2022
All applications due June 3rd, 2022, by 5:00 P.M. ET

Submit Applications to:
RCCP@ncdenr.gov

Direct questions regarding the application to Mackenzie Todd, DCM Coastal Resilience Specialist:
Mackenzie.todd@ncdenr.gov

The North Carolina Division of Coastal Management (DCM) is pleased to announce the availability of grants for Phase 3 of the Resilient Coastal Communities Program (RCCP). The RCCP is a state-local partnership designed to help overcome barriers in coastal resilience and adaptation planning, boost local government capacity, and support a proactive, sustainable, and equitable approach to coastal resilience planning and project implementation. Phase 3 will implement the engineering and design of hazards resilience projects for communities within the 20 CAMA counties. This Request for Applications (RFA) is seeking applications for projects that will support communities in restoring and improving the hazards resilience of vulnerable coastal habitats. Grants will be awarded based upon the criteria identified in this document.

Program Objectives

The RCCP is a component of the North Carolina Resilient Communities Program, called for in the 2020 North Carolina Climate Risk Assessment and Resilience Plan. DCM has received funding from the State Legislature and the National Fish and Wildlife Foundation (NFWF) to develop and begin implementing the RCCP in coordination with the NC Office of Recovery and Resiliency (NCORR), The Nature Conservancy (TNC), and NC Sea Grant (NCSG).

Program Objectives:

1. Address barriers to coastal resilience in North Carolina at the local level, such as limited capacity, economic constraints, and social inequities;
2. Assist communities with risk and vulnerability assessments and developing a portfolio of planned and prioritized projects;
3. Advance coastal resilience projects to “shovel-ready” status; and
4. Link communities to funding streams for project implementation

Program Phases:

Phase 1: Community Engagement and Risk/Vulnerability Assessment

Phase 2: Planning, Project Identification, and Prioritization

Phase 3: Engineering and Design

Phase 4: Project Implementation

DCM will be hosting an informational webinar on the Phase 3 RFA on April 25th from 2- 3:30 p.m. You can register for it [here](#).

Notice of Available Funds and Requirements

2022

Overview: The primary objective of Phase 3 of the RCCP is to provide funding to assist communities in the engineering and design of a prioritized project identified in their RCCP Resilience Strategy, or other existing plan that meets the RCCP's Phases 1 and 2 planning criteria.

Eligible Applicants: The 20 CAMA counties and municipalities within their jurisdictions. Two or more eligible applicants may submit a joint application to carry out jointly sponsored regional projects. Applicants may submit applications for more than one project but must indicate funding priority and submit a separate (and complete) application for each project. The main applicant must be a community within the 20 CAMA coastal counties and/or municipalities within their jurisdiction.

NOTE: All eligible applicants must have completed Phases 1 and 2 of the RCCP or equivalent. Please see the Resilience Strategy Matrix below to show how you have completed the steps and minimum requirements, and contact DCM staff with any questions.

Eligible Projects: Projects include requests for the engineering and design of a priority resilience project identified by the applicant. Proposals for development of ordinances or policies to further resiliency in the community may also be submitted for consideration.

Applications from communities within the 12 Hurricane Florence declared counties must feature a nature-based component. Communities in the other 8 counties are highly encouraged to submit a project that includes a nature-based component. "Nature-based" components means incorporating natural features or processes into the project design; working with nature to promote resilience, reduce flood risks, improve water quality, protect coastal property, restore, and protect wetlands, stabilize shorelines, and address other coastal hazards. See FEMA's "[Building Community Resilience with Nature Based Solutions](#)" for guidance on projects that incorporate nature-based components.

Funds Available: The N.C. Division of Coastal Management (DCM) estimates that a total of \$1.2 million will be available for local engineering and design projects in FY 2022-23.

Anticipated Average Funding Level: \$45,000 per project.

Anticipated Contract Period: July 2022 - February 2023.

Match Requirements: There are no matching requirements. Project costs that exceed the maximum funding availability are the community's responsibility and must be available prior to an award being made.

Program Criteria & Project Prioritization: DCM will review applications and select proposals for

consideration based on available funding and alignment with program goals and objectives. In funding Phase 3 of the RCCP, DCM shall select projects that are expected to increase local resilience and meet the vision and goals set out in the local RCCP Resilience Strategy completed in Phases 1 & 2. Funding will be prioritized for projects that create engineering and design plans towards a shovel ready project that includes a nature-based component or create an ordinance or policy to further resilience goals.

In addition to evaluating proposals in accordance with the above priorities, DCM shall consider the following factors:

- Community has completed Phases 1 and 2 of the RCCP or meets the requirements as outlined in the RCCP Planning Handbook.
- Project's contribution towards the objectives of the RCCP.
- Project's alignment with the community's Resilience Strategy developed in Phases 1 and 2.
- Project produces engineering and design plans for a shovel-ready project or a final draft of the developed ordinance or policy.
- Project incorporates nature-based components.
- Project ensures equitable consideration of socially vulnerable and historically disadvantaged and underserved populations (e.g., low-income and minority)
- Potential transferability of the project to other coastal area municipalities and counties.
- Availability of additional funds required to complete the project, if necessary.
- Size and scope of expected benefits.
- Cost effectiveness.

Project-Specific Guidelines for Natural and Nature-Based Strategies

1. Shoreline stabilization proposals should document erosion trends and threatened infrastructure or habitats. "Living shorelines" using biodegradable, natural, and inert materials and vegetation should be prioritized over gray (hard) approaches (bulkheads, revetments, breakwaters) where they can be successfully used given site conditions.
2. Where practical, flood control projects should prioritize nature-based strategies that protect, restore, or replicate the natural capacity of the landscape to store and treat flood waters.
3. Stormwater control projects should focus on reducing the volume and rate of runoff caused by land uses by providing for natural infiltration and other best management practices that restore, enhance, or replicate natural hydrology. Projects may include strategic land or easement acquisition to provide space for wetland restoration or creation, riparian buffer protection or restoration, and redirection of runoff to green space or natural infiltration areas; as well as the use of stormwater management measures (as outlined in the [DEQ Stormwater Manual](#)), such as disconnecting impervious surfaces, rain gardens, bioswales; vegetation, stormwater wetlands and permeable pavement.
4. Coastal wetland and oyster reef restoration projects should analyze habitat trade-offs that may result (e.g., conversion of existing shallow-bottom habitat), and document historical deterioration or loss of wetland or oyster habitats. Proposed oyster reef restoration projects

should document early coordination with the NC Division of Marine Fisheries with respect to site selection and materials.

5. Beneficial use of dredged materials proposals should document early coordination with federal and state regulatory agencies, describe any seasonal restrictions that may be required to limit impacts to sensitive coastal and marine resources, and evaluate the compatibility and suitability of the dredged materials for the proposed use. The disposal of dredged materials on coastal wetlands will require more intensive regulatory reviews, and likely would require a Variance from the NC Coastal Resources Commission.
6. Land acquisition proposals should reference and align with existing coastal land conservation, local or regional resilience, and/or watershed management plans. Priority should be given to proposals that provide tangible long-term resilience benefits; for example, those that allow for upland migration of coastal wetlands over time, provide infiltration areas for stormwater or floodwaters, or provide natural protection of public or private infrastructure.
7. All projects proposed on (or impacting) federal, state, local, or private lands should include participation or written support of the relevant management or ownership entity.

ADDITIONAL PROJECT REQUIREMENTS

Post Grant Funding Award: After DCM issues the applicant an award notice, the applicant must enter into a contract with DEQ prior to any work being completed. Any changes to the scope of the project or project budget after submission of a grant application will require the written approval of the DCM Grant Administrator and may also require a DEQ contract amendment. In seeking DCM approval, the grantee must submit, at a minimum, a justification for any proposed changes, revised scope of work narrative, and a revised budget. Unapproved changes to the project scope or budget shall not be eligible for reimbursement.

A DEQ grant contract is considered ‘fully-executed’ once it has been signed by both a signatory authority of the grantee and DEQ Financial Services. A copy of the fully executed contract will be provided to the grantee after being signed by DEQ.

Project Reporting: Consistent with the “Project Timeline” provided in the application, the grantee will be required to submit reports as to the status and progress of the project in conjunction with bi-monthly invoices. The Contract Administrator will provide the periodic and final closeout report form templates. Adjustments to the schedule will require approval by the Contract Administrator.

Contract Duration & Extension Requests: Grant contracts for funds will have a term of 6 months. Grant contracts will be executed between DCM and the grantee. If necessary, grantees may request a no-cost extension for an additional 30 days. A request for an extension must be submitted in writing on official letterhead and include the following information:

1. Justification for the extension request
2. Summary of the current project status
3. Anticipated project schedule moving forward

A request for an extension must be submitted 45 days prior to the contract expiration date and must be submitted via email to RCCP@ncdenr.gov. Extension requests that are approved by DCM require a grant contract modification.

Project Deliverables: Engineering and design projects will require engineered site plans that are ready for submittal to applicable permitting agencies (e.g., DEQ-stormwater, CAMA, etc.). If an ordinance or policy, the final draft document will need to be submitted.

The project will be required to be completed consistent with the deliverables outlined in the application. A PDF document of the work called for in the grant application shall be provided for review at the end of the contract period.

GIS data shall be provided in map package format. A Map Package (.mpk) contains a map document (.mxd) and the data referenced by the layers it contains, packaged into one portable file. See esri’s “[Creating a map package](#)” for guidance on creating and sharing a map package. Products must be referenced to the North Carolina State Plane North American Datum 83 US Survey Foot, to include Federal Geographic Data Committee (FGDC) compliant metadata. One digital copy on USB Flash drive of the work called for in the contract shall be provided for review at the end of the contract period. The digital version shall be labeled with software and version. Each plan, map, and drawing shall be provided as a single digital file. Acceptable digital formats for image files include: .gif, .jpg, .bmp, and .tif.

Acceptable digital formats for document files include: .doc, .docx, .txt, .xls, .xlsx, .ppt, .pptx, and .pdf. CAD or AutoCAD drawings (.dwf, .dxf, and other CAD formats) are not acceptable and should be converted to .pdf for submittal.

Depending on funding source, all reports, maps, and other documents completed as part of a contract shall carry one or more of the following notations:

National Fish and Wildlife Foundation Disclosure Statement to be included in the deliverable:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources.”

NOAA Fund Statement: “This (report, map document, etc.) was prepared by the (local gov’t name) under grant award # to the Department of Environmental Quality, Division of Coastal Management from the Office for Coastal Management, National Oceanic and Atmospheric Administration. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of DEQ, OCM or NOAA.”

NCORR/HUD: Statement will be provided with your closeout package.

Invoicing and Payment Schedule: Reimbursements for actual expenses are subject to Contract Administrator's approval, and a reserve of 10 percent of the grant award shall be held pending submittal and acceptance of all final project deliverables. The grantee shall request reimbursement payments not more frequently than once every two months.

Final invoices must be received by DCM within 30 days after end of the grant contract period. Upon approval of the final deliverables, the State will release the final 10 percent of the grant award.

DCM will be hosting an informational webinar on the Phase 3 RFA on April 25th from 2- 3:30 p.m. You can register for it [here](#).



2022 Phase 3 Application Cover Sheet

Local Government: _____

Lead Project Administrator: _____

Lead Applicant Address: _____

Street Address

City, State and Zip Code

Phone: _____ Email: _____

Is your community located in a Hurricane-Florence declared county? **YES** **NO**

(Projects in these counties are required to have a Nature-based or hybrid component. See Map 1.)

Signature: _____

Date: _____

Map 1: Hurricane Florence Declared Counties





2022 Phase 3 Application

A. Project Details: RCCP communities; this information was identified in your Resilience Strategy (see [RCCP Planning Handbook](#), pg. 26)

1. Project Name: _____

2. Project Type:

- a. Engineering & Design
- b. Development of ordinances or policies to further resiliency in the community

3. Project Summary (provide a concise summary of the work to be done, including why the project is necessary)

4. Hazards addressed by the project:

5. Project Estimated Cost: _____

6. Potential Implementation Funding Sources:

7. Potential project partners:

8. Projected estimated timeline: _____

9. Priority rating (High, Medium, or Low):

10. Project Map (attach to your application):



Resilience Strategy Matrix

If you did not participate in Phases 1 and 2 of the RCCP, please provide documentation showing how you meet the requirements by linking where these strategies are met in your specific documents. If you participated in Phases 1 and 2 of the RCCP this matrix is not required.

Resilience Strategy Requirements	Documentation showing you meet the Resilience Strategy requirement
Community Resilience Vision & Goals	<i>Insert document(s) name and page #'s and link if available</i>
Any community goals/vision that have a focus on building resilience. These may be found in existing plans or ordinances.	
Community Action Team	
Planning Board, Floodplain Management Committee Members, or any community group that has met on multiple occasions to discuss the community's vision/goals towards resilience.	
Stakeholder Engagement Strategy	
A document that details how you communicate with your community, especially any vulnerable populations (via Town Meetings, email distribution lists, informational brochures, and webpages, etc.)	
Review of Existing Plans and Efforts	
You have reviewed existing planning documents (Land Use Plan, Hazard Mitigation Plan, Capital Improvement Plans etc.) and are familiar with your existing plans and ongoing efforts.	
Risk & Vulnerability Assessment Report	
You have access to data from your Regional Hazard Mitigation Plan or have had recent assessments conducted.	
Project Portfolio	
A list of potential projects that have been identified by staff and/or the community. These might be found within a Floodplain Management Plan, or Council minutes.	
Additional files	
These can include maps or any other pertinent documents.	



2022 Phase 3 Project Budget

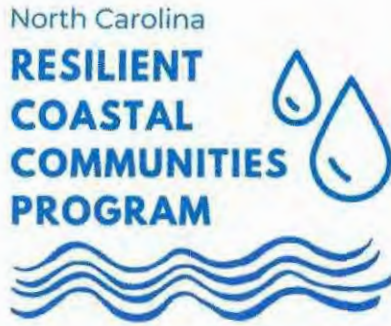
Lead Applicant _____ Project Name _____

This form below must be completed and included with your application. Round project costs to the dollar.
Local cash match contributions are not required and should only be included in the chart below if they are necessary to complete the project.

Project Elements		Requested Amount	Local Match	Total Cost
Item				
Outside Consultants				
Project Administration				
Mapping/GIS Expenses				
Addnl. Expense				
Addnl. Expense				
Addnl. Expense				
TOTAL				

Use the form below to show the sources of your matching funds. Indicate if these funds are currently available or yet to be approved. If funds are yet to be approved, list the date for approval. If applicable, provide additional narrative related to the match.

Type of Matching Funds (Local/State/Federal)	Amount	Funding Source	Availability
TOTAL			



2022 Phase 3 Application Cover Sheet

Local Government: Dare County

Lead Project Administrator: Barton Grover

Lead Applicant Address: 954 Marshall C. Collins Drive / PO Box 1000
Street Address

Manteo, NC 27954
City, State and Zip Code

Phone: 252.475.5628 Email: barton.grover@darenc.com

Is your community located in a Hurricane-Florence declared county? YES NO

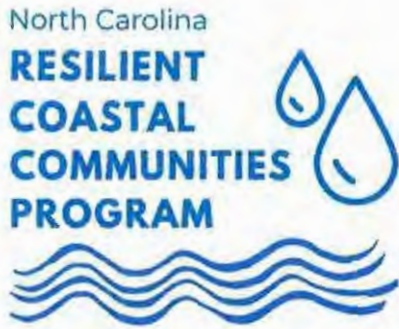
(Projects in these counties are required to have a Nature-based or hybrid component. See Map 1.)

Signature: Barton Grover

Date: 6.3.22

Map 1: Hurricane Florence Declared Counties





2022 Phase 3 Application

A. Project Details: RCCP communities; this information was identified in your Resilience Strategy (see [RCCP Planning Handbook](#), pg. 26)

1. **Project Name:** Hatteras Village Stormwater Improvements

2. **Project Type:**

a. Engineering & Design

b. Development of ordinances or policies to further resiliency in the community

3. **Project Summary (provide a concise summary of the work to be done, including why the project is necessary)**

The project will address areas of Hatteras Village where there is little to no stormwater infrastructure present. The primary focus of the project will be on Eagle Pass Road, along with other frequently flooded parts of Route 12 (See Attached Map). Areas not addressed with this project have existing stormwater infrastructure or stormwater infrastructure that will be improved by the upcoming DOT Slash Creek Bridge project. Eagle Pass Road and the entrance to Hatteras Village were two of the most cited issue areas for flooding on the public survey completed during Phase 1 and 2.

The engineer will be tasked with designing stormwater infrastructure that will not only reduce flooding of primary roads, but also increase stormwater holding capacity and improve water quality before flood waters drain into the numerous waterways in the area. With limited right of way area and a small number of public properties, stormwater control measures will be smaller but located in frequently flooded spots. Depending on the height of the groundwater table, multiple stormwater wetlands or bioretention areas will be placed alongside the road, receiving water due to natural grade or via installation of swales and stormwater piping.

4. **Hazards addressed by the project:**

Flooding is the primary hazard addressed with this project. Primary roads in Hatteras Village will flood during intense rainfalls and more rarely, but to a much greater extent, during wind driven tidal flooding. This flooding restricts travel and floods nearby properties.

5. Project Estimated Cost: \$45,000

6. Potential Implementation Funding Sources:

FEMA

Stormwater infrastructure grants (i.e. Golden Leaf Flood Mitigation, ARPA)

7. Potential project partners:

NC DOT will be the primary partner on the project. Other entities such as Dare Soil & Water and the Coastal Federation may be possible partners on the construction of stormwater wetlands and/or bioretention areas.

8. Projected estimated timeline: 6 months

9. Priority rating (High, Medium, or Low): Medium

10. Project Map (attach to your application):

1. Please provide a list of outcomes (environmental, social, and economic) that will result from this project.

Bioretention and stormwater wetlands will capture runoff and slowly release floodwaters, reducing pollutants to nearby waterways. Rt. 12 and Eagle Pass Road are the only two roads used to access the ferry to Ocracoke. Reducing floodwaters will allow residents to access their places of work and doctors appointments, and also allow residents and visitors alike to get to their homes more safely.

2. How does this project address the identified hazards and increase resiliency to these hazards? Refer to your Resilience Strategy.

Hatteras Village was identified as an issue area by the public and Community Action Team and was identified as one the thirteen priority projects in Phase 1 and 2 of the RCCP. Critical assets and roads in Hatteras Village are predominantly located in the AE (4) flood zone and at risk to sea level rise. Therefore they scored high on the Vulnerability Assessment. Providing additional capacity will reduce the impact on roads caused by the flooding hazard.

Project Narratives: If necessary, please use additional pages.

1. Did your community participate in Phases 1 and 2 of the RCCP? If no, please illustrate how you meet the requirements outlined in the RCCP Planning Handbook by using the Resilience Strategy Matrix below.

Yes, we do not need to complete the Resilience Matrix

2. Please describe the project's nature-based or hybrid components.

DOT and Dare County have identified multiple sites suitable for bioretention areas or stormwater wetlands in the project area.

3. How does this project rank in your prioritization list in the Project Portfolio or other resilience planning documents? If not ranked first, please describe why this project was chosen?

Hatteras Village Stormwater Improvements were one of the 13 priority projects in the Risk and Vulnerability Assessment. Three projects were ranked as high priority, but are currently being addressed or did not fit in Phase 3 requirements.

4. How does this project meet your community's visions and goals identified in your RCCP Resilience Strategy or other resilience planning documents?

The project reduces flooding via a combination of built and nature-based infrastructure that will allow for the people, economy, and ecosystem to better recover and adapt to disasters and climate change.

5. How does this project benefit the socially vulnerable populations identified in your RCCP Resilience Strategy or other resilience planning documents?

Phase 1 and 2 of the RCCP identified older adults as the vulnerable population. Hatteras Village, like much of the Outer Banks, has a significant number of older adults and retirees. Those older adults who require walking aids or have low clearance vehicles may struggle to leave their homes through floodwaters, drive to appointments, or obtain basic necessities after storms.



Resilience Strategy Matrix

If you did not participate in Phases 1 and 2 of the RCCP, please provide documentation showing how you meet the requirements by linking where these strategies are met in your specific documents. **If you participated in Phases 1 and 2 of the RCCP this matrix is not required.**

Resilience Strategy Requirements	Documentation showing you meet the Resilience Strategy requirement
Community Resilience Vision & Goals	<i>Insert document(s) name and page #'s and link if available</i>
Any community goals/vision that have a focus on building resilience. These may be found in existing plans or ordinances.	
Community Action Team	
Planning Board, Floodplain Management Committee Members, or any community group that has met on multiple occasions to discuss the community's vision/goals towards resilience.	
Stakeholder Engagement Strategy	
A document that details how you communicate with your community, especially any vulnerable populations (via Town Meetings, email distribution lists, informational brochures, and webpages, etc.)	
Review of Existing Plans and Efforts	
You have reviewed existing planning documents (Land Use Plan, Hazard Mitigation Plan, Capital Improvement Plans etc.) and are familiar with your existing plans and ongoing efforts.	
Risk & Vulnerability Assessment Report	
You have access to data from your Regional Hazard Mitigation Plan or have had recent assessments conducted.	n/a
Project Portfolio	
A list of potential projects that have been identified by staff and/or the community. These might be found within a Floodplain Management Plan, or Council minutes.	
Additional files	
These can include maps or any other pertinent documents.	



2022 Phase 3 Project Budget

Lead Applicant Dare County

Project Name Barton Grover

This form below must be completed and included with your application. Round project costs to the dollar. Local cash match contributions are not required and should only be included in the chart below if they are necessary to complete the project.

Project Elements		Requested Amount	Local Match	Total Cost
Item				
Outside Consultants		45,000.00	0.00	45,000.00
Project Administration				
Mapping/GIS Expenses				
Addnl. Expense				
Addnl. Expense				
Addnl. Expense				
TOTAL		\$ 45,000.00	\$ 0.00	\$ 45,000.00

Use the form below to show the sources of your matching funds. Indicate if these funds are currently available or yet to be approved. If funds are yet to be approved, list the date for approval. If applicable, provide additional narrative related to the match.

Type of Matching Funds (Local/State/Federal)	Amount	Funding Source	Availability
n/a			
n/a			
TOTAL			



2022 Phase 3 Project Timeline

The purpose of the timeline is to establish benchmarks during the project period to ensure timely completion. Progress monitoring will occur at 2-month intervals for the duration of the 6 month contract. The schedule is meant to be an aid for measuring the progress of the project and a guide to making adequate contract adjustments when necessary.

Tasks	Period 1		Period 2		Period 3	
	1	2	3	4	5	6
Contracting	X					
Surveying	X	X				
Conceptual Plan (30%)		X	X			
60% Design			X	X		
90% Design				X	X	
Final Engineered Site Plan					X	X

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.



County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5000

ASSURANCES - NON CONSTRUCTION PROGRAMS

The **CONTRACTOR** certifies that with regard to:

LOBBYING - To the best of his or her knowledge and belief, that:

- (a) 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.
- (b) 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 the 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.

Authorized Signature: _____

A handwritten signature in black ink, appearing to be "P. Pitts", is written over a horizontal line.

Date: _____

8/5/22



County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5000

ASSURANCES - NON CONSTRUCTION PROGRAMS

The **CONTRACTOR** certifies that with regard to:

DEBARMENT and SUSPENSION - To the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Authorized Signature: _____

A handwritten signature in black ink, appearing to be "Palatt", is written over a horizontal line.

Date: _____

7/28/22



County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5000

ASSURANCES - NON CONSTRUCTION PROGRAMS

The CONTRACTOR certifies that with regard to:

DRUG-FREE WORK PLACE REQUIREMENTS - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (e) Notifying the agency within ten (10) days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or,
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

Authorized Signature: _____

Date: 7/26/22



County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5000

ASSURANCES – ENVIRONMENTAL TOBACCO SMOKE

Public law 103-227, also known as the Pro-Children Act of 1994 (act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grants, contract loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole sources of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and / or the imposition an administrative compliance order on the responsible entity.


By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Name of Company Dare County

Name Robert L. Outten

Title County Manager/County Attorney

Signature of Official 



CONFLICT OF INTEREST POLICY

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

The Dare County Board of Commissioners does hereby adopt the following Conflict of Interest Policy:

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

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

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

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

Violators of the above standards will be subject to disciplinary action up to and including dismissal and/or prosecution to the extent permitted by state and local regulations.

Adopted the 20th day of April, 2020.



A handwritten signature in blue ink, appearing to read "Robert Woodard, Sr.", written over a horizontal line.

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

Attest: 
Cheryl C. Anby, Clerk to the Board



**RESOLUTION AUTHORIZING THE DARE COUNTY BOARD OF COMMISSIONERS
TO EXEMPT THE COUNTY FROM THE MINI-BROOKS ACT
PURSUANT TO G.S. 143-64.32**

WHEREAS, North Carolina General Statute 143-64.32 (often referred to as the "Mini-Brooks Act") requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee; and,

WHEREAS, Dare County proposes to enter into contract for engineering services with WithersRavenel to aid in the design of stormwater improvements in Hatteras Village within Dare County; and,

WHEREAS, North Carolina General Statute 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of North Carolina General Statute 143-64.32 if the estimated fee for any such service is less than \$50,000; and,

NOW, THEREFORE BE IT RESOLVED, by the Dare County Board of Commissioners that:

The above-described project is hereby made exempt from the provisions of North Carolina General Statute 143-64.32

This the 7th day of November, 2022.

COUNTY OF DARE, NORTH CAROLINA

Robert Woodard Sr., Chairman

[SEAL]

Cheryl Anby, Clerk to the Board

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Stormwater Fund					
<u>Revenues:</u>					
NCDEQ-RCCP Grant	173765	427013	00779	\$45,000	
<u>Expenditures:</u>					
Hatteras Village Stormwater Improvements	174765	537505	00779	\$45,000	

Explanation:

Establish budget for NC Resilient Coastal Communities Program grant for Hatteras Village Stormwater Improvements. Grant provides funding for engineering & design. No County match required.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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



Golden LEAF Grant - Roanoke Island Drainage Improvements

Description

Dare County received \$250,000 from the Golden LEAF Foundation for stormwater improvements near Airport Road. Grant Agreement and Budget Amendment attached.

Board Action Requested

Approve Budget Amendment and authorize County Manager to sign Golden LEAF Agreement

Item Presenter

Barton Grover, Grants & Waterways Administrator



BOARD OF DIRECTORS

October 10, 2022

DON FLOW
CHAIR
WINSTON-SALEM, NC

MURCHISON "BO" BIGGS
LUMBERTON, NC

CHARLES BROWN
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JOHNATHAN L. RHYNE, JR.
LINCOLNTON, NC

BOBBIE RICHARDSON
LOUISBURG NC

DAVID ROSE
NASHVILLE, NC

RALPH STRAYHORN
CHARLOTTE, NC

TOM TAFT
GREENVILLE, NC

JEROME VICK
WILSON, NC

SCOTT T. HAMILTON
PRESIDENT,
CHIEF EXECUTIVE OFFICER

Mr. Robert L. Outten
County Manager
County of Dare
outten@darenc.com

Dear Mr. Outten:

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved funding for your project, "Roanoke Island Drainage Improvements," in the amount of \$250,000. We trust that this support will further your work to the benefit of North Carolinians.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grant management workshop. This workshop will be held on **Thursday, October 20, 2022, from 2:00-4:30pm**. The grant management workshop will be held via Zoom. We recommend those who will be directly responsible for the financial and programmatic reporting for this grant to attend. Typically, this is at least two people per organization. Please register for the workshop by **Thursday, October 13** to Brynn Fann (bfann@goldenleaf.org) with the names, titles, and e-mail addresses of those who will attend. By the end of day Friday, October 14, a Zoom link with additional instructions will be e-mailed to registered participants.

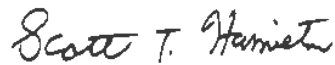
Attached is the Grantee Acknowledgement and Agreement for the project, which includes details regarding administration of the grant, including conditions that must be satisfied prior to release of funds, the payment process, and reporting requirements. Please read your agreement carefully and take note of any special conditions that apply to your award. You may return the signed document electronically with a scan of an original signature, or through the mail. Also, our controller, Erica Smith, will email a copy of the Grantee ACH Deposit Authorization form to you by secure email. Please complete the form and return it to Mrs. Smith's attention by replying to her secure email and attaching the completed form and supporting documents. Alternatively, you may fax the completed form to her at 252-442-7404 or mail it to her attention to Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804.

Mr. Outten
October 10, 2022
Page 2

Please download and review the [Golden LEAF Brand and Publicity Guide](#) and reach out to our Communications and External Affairs Manager Jenny Tinklepaugh at jtinklepaugh@goldenleaf.org with any questions.

Please let me or Celia Thiel (cthiel@goldenleaf.org) know if you have any questions regarding your grant, its conditions, or reporting requirements. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on receiving this funding.

Sincerely,



Scott T. Hamilton
President, Chief Executive Officer

SH:dp

Enclosures: as stated

cc: Mr. Barton Grover, Grants & Waterways Administrator
barton.grover@darenc.com

The Golden LEAF Foundation (“Golden LEAF”)

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Dare
2. Project File Number & Title: FY2022-163 / Roanoke Island Drainage Improvements
3. Purpose of Grant: The Roanoke Colony residential neighborhood in Dare County experiences frequent flooding during major storm events due to undersized drainage structures in this flat, low-lying area on the northern end of Roanoke Island. After Hurricane Matthew, NCDOT and Dare County completed the 2019 Roanoke Island Flooding Analysis which proposed drainage improvements. Golden LEAF flood mitigation grant funds will be used to incorporate recommendations to upsize pipes and implement other improvements to the area. Areas upstream flood more frequently and the study determined undersized piping in the project area slowed the drainage of those properties. Proposed work includes replacing 150 linear feet of existing pipe with a larger size, enclosing the ditch within Roanoke Colony with drainage pipe with drop inlets, replacing the culvert beneath Roanoke Trail, removing the culvert immediately downstream of the airport property, and regrading/widening the ditch that runs between the Outer Banks SPCA and airport. Homes located in the upstream area identified in the analysis will benefit from this project.
4. Amount of Grant: \$250,000.00
5. Award Date: 10/6/2022 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 3 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Use of grant funds must comply with applicable requirements of S.L. 2021-180.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grant management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Grantee submitting a project management plan (“PMP”) that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).

- e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts

or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.
12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.
13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application

for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.

14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.
- h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is

subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.
17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant

funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the “New Developments”). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph (“Net Revenue”), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.
21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **“This project received support from The Golden LEAF Foundation.”** The Golden LEAF logo is to be displayed in all of the Grantee’s publicity and printed materials

relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.

22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Stormwater Fund					

Revenues:

Golden LEAF Foundation Grant	173765	422251	\$250,000	
Transfer from General Fund	173090	491000		\$250,000

Expenditures:

Explanation:

Establish budget line item for Golden LEAF Foundation funding in the amount of \$250,000 for the Roanoke Island Drainage Improvements project. The expenditure line item for the project is already budgeted.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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



Flood Mitigation Assistance Grant RFQ

Description

Dare County received a FEMA Flood Mitigation Assistance Grant for the elevation of houses in Dare County. 75% of costs will be covered by FEMA, 25% by homeowner. A Request for Qualifications for engineering services was advertised. Albemarle & Associates, LTD. was the sole respondent.

Board Action Requested

Approve Albemarle & Associates, LTD. as engineering firm for FMA grant and authorize County Manager to negotiate contract.

Item Presenter

Barton Grover, Grants & Waterways Administrator



September 13, 2022

Dare County -Purchasing Agent
Attn: Dustin Peele
P. O. Box 1000
954 Marshall C. Collins Drive
Manteo, NC 27954

**RE: Letter of Interest
County of Dare, NC, Home Elevation Engineering Services**

Dear Mr. Peele:

It is a pleasure submitting to you our qualifications and interest in this project. We have provided foundation replacement designs, house lifting plans / specifications, FEMA compliance consultations, CAMA advice, relocation planning, and other services to private property owners for many years. We are very knowledgeable regarding foundation design here in Dare County. We probably assist at least ten to fifteen private property owners yearly with these types of elevating homes and placing them on new foundations. We have also assisted the US Fish & Wildlife Service with raising the visitor center on Hatteras Island. Many years ago I was also involved in engineering a new foundation for the relocation of the Kill Devil Hills Lifesaving Station to Corolla and also the relocation / foundation for the First Colony Inn in Nags Head.

We have assisted many oceanfront and non-oceanfront property owners with both raising and relocating houses away from the Ocean. We are knowledgeable in Division of Coastal Management regulations and Dare County Health Dept requirements. Our goal in designing new foundations for elevating dwellings is to consider not only the most appropriate and cost-effective design solution, but to also consider the best long term design based upon the building location, condition and exposure.

We design new foundations for raising dwellings based upon not only the standards of the Building Code, but also based upon over thirty-five years of experience and knowledge regarding resistance to wind loading, flooding, inundation, and overall, what is best for the client and the project. We have experience and relationships with most of the local house movers and have a thorough understanding of house lifting and moving

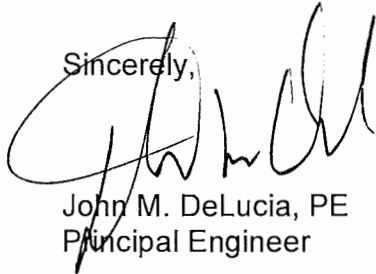
Planning – Surveying – Engineering – Environmental – Construction Management
P.O. Box 3989, 115 W. Saint Clair St., Kill Devil Hills, North Carolina 27948
North Carolina License No. C-1027
Phone: 252-441-2113 www.AlbemarleAssociates.com Fax: 252-441-0965

techniques. This provides us with a unique capability of understanding the structural needs of this type of project as well as the practical abilities of the various construction methods. This is very beneficial when providing this type of structural engineering design services.

Attached is a firm profile, my resume and other information regarding our abilities. As I stated previously, we have provided similar services to many, many homeowners, and commercial clients. We have at least three similar current projects under construction, and I have an oceanfront home in Kitty Hawk scheduled to be raised and we are completing foundation plans for this dwelling now.

Again, thank you for the opportunity to assist the County with these services. If I can provide any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. DeLucia". The signature is stylized and cursive, with a large initial "J" and "D".

John M. DeLucia, PE
Principal Engineer

Enc

cc: File



Firm Capabilities

Albemarle & Associates, Ltd. is a multi-disciplined consulting firm specializing in planning, surveying, and engineering for residential, commercial, institutional, municipal, and recreational projects. The firm principals, James L. Overton, PE, PLS, and John M. DeLucia, PE have been providing professional services in eastern North Carolina and southeastern Virginia for over thirty-five years. In 1993, Albemarle & Associates, Ltd. was founded based on a strong dedication to providing practical design alternatives. Albemarle & Associates has transitioned into an employee owned and operated company; and a SBA HUB Zone certified Small Business Concern (SBC) With a dedication to providing the highest level of professional services to our clients, Albemarle & Associates brings a team of motivated professionals ready to accept the challenges and provide all the technical needs for Dwelling Raising under the FEMA program and in accordance with sound engineering practices. Our office in Kill Devil Hills, North Carolina allows Albemarle & Associates, Ltd. to better serve the planning, engineering, and surveying needs of northeastern North Carolina. We have assisted clients with projects spanning from Williamsburg, Virginia to Brunswick County, North Carolina to the mountains of Western North Carolina. Our years of designing within North Carolina have provided us with a unique understanding of the environmental sensitivity of our state. Albemarle & Associates, Ltd. is a personal firm whose mission is to provide practical, economical, and environmentally sound engineering design solutions. The company promotes staff involvement in community activities. We recognize the importance that quality engineering has on the health, welfare, and quality of life within the community.

Albemarle & Associates, Ltd. has successfully facilitated a wide diversity of engineering projects. Our team of engineers, planners, surveyors, and construction managers will provide Dare County with the technical assistance to bring your project to fruition. With experience in site assessment, planning, engineering, and construction administration, Albemarle & Associates, Ltd. has the expertise to meet a broad range of professional engineering, surveying, and planning needs. Our close working relationship with numerous field specialists allows us to efficiently address all the needs that may be encountered. We work with teams of professionals to plan, engineer, permit, bid and provide construction administration for municipal infrastructure projects with local, state and federal funding that had critical timelines and absolute budgets. Our successful experience in structural engineering allows Albemarle & Associates, Ltd. to bring to this endeavor a team of motivated professionals ready to accept the challenges and provide all the technical needs for your project.

At Albemarle & Associates, Ltd. we always consider the long-term effects of the design decisions in order to limit our client's potential costs, risks, and consequences. Our experience and understanding of civil engineering principles and practices comes from designing many successful projects, and our dedication to providing practical cost-effective engineering solutions to clients' needs is unsurpassed. Our

PLANNING - SURVEYING - CIVIL ENGINEERING - ENVIRONMENTAL - CONSTRUCTION MANAGEMENT

firm maintains equipment and software commensurate with industry standards and continually enhances its ability to keep abreast of changes in technology, regulations, design, and construction practices. This allows us to evaluate traditional concepts and developing alternatives to provide Dare County with the best solution.

Albemarle & Associates, Ltd. believes it is critical to obtain a complete comprehension of Dare County's goals and expectations for this endeavor. This effectiveness combined with the technical knowledge in project development provides a unique communication link between the various design professionals, the review agencies, and our clients to ensure overall project compliance, constructability, and success. We continually monitor project schedules and design costs as they relate to the overall project. These values result in projects that have been built on time and within budget. These efforts are the cornerstone of our philosophy within all projects, and we believe this will allow us to exceed Dare County's expectations.

Here is a partial list of clients to which we have provided professional services:

Town of Kill Devil Hills	City of Elizabeth City
Town of Kitty Hawk	Pasquotank County
Town of Nags Head	Perquimans County
Town of Manteo	Carteret County Community College
Currituck County	State of North Carolina
Dare County	United States Coast Guard
Dare County Tourism Board	UNC Coastal Studies
Dare County Board of Education	College of the Albemarle

Engineering Capabilities Include:

Site Evaluation Studies	Cost / Benefit Analysis
Site Planning	Grading Plans
Site Lighting Plans	Roadway Design
Structural Engineering	Subdivision Infrastructure Layout
LEED Compliance Designs	ADA Compatibility Designs
Pedestrian / Multi Purpose Paths	Permit Preparation & Acquisition
Public Presentations	Expert Witness
Erosion & Sedimentation Control Design	Storm Drainage Design
Watershed Modeling & Master Planning	Stormwater Management
Water System Design	Small Water Supply Systems
Water Distribution & Transmission Systems	Water System Modeling
Sanitary Sewer Gravity Collection Systems	Wastewater System Design
Wastewater Treatment and Disposal	Innovative Wastewater Disposal
Vacuum Collection Wastewater Systems	Wastewater System Modeling
Sanitary Sewer Force Mains & Pump Stations	Infrastructure Analysis
Waterfront / Coastal Engineering & Analysis	Value Engineering Studies
Preparation of Specifications & Estimates	Forensic Engineering Analysis

PLANNING - SURVEYING - CIVIL ENGINEERING - ENVIRONMENTAL - CONSTRUCTION MANAGEMENT

We appreciate the opportunity to present this Statement of Qualifications to the County of Dare. Below you will find a partial listing of clients we have recently been able to provide professional engineering services for.

References

Robert Outten, County Manager Dare County	(252) 475-5000
Melissa Dickerson, Town Manager Town of Manteo, NC	(252) 261-1200
William Midgett, Public Works Director Town of Kitty Hawk	(252) 261-1367
Cliff Ogburn, Town Manager Town of Southern Shores, NC	(252) 261-2394
Debora Diaz, Town Manager Town of Kill Devil Hills	(252) 449-5300
Mary Helen Goodloe-Murphy, Chair Outer Banks National Scenic Byway Committee	(252) 987-1303
Larry R. Warner, Director NC Aquarium on Roanoke Island	(252) 475-2300
Brad McLean, Project Manager Greenway Residential	(440) 801-1690



Board Appointments

Description

The following Boards have appointments this month:

1. Veterans Advisory Council
2. Board of Equalization and Review
3. Special Motor Vehicle Valuation Review Board
4. Tourism Board 5. Older Adult Services Advisory Board
6. Virginia S. Tillett Community Center Advisory Board
7. Transportation Advisory Board
8. Upcoming Board Appointments

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Veterans Advisory Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

November, 2022

VETERANS ADVISORY COUNCIL
(Staggered Three Year Terms)

The Veterans Advisory Council serves as a liaison with the community in coordinating services and activities benefiting Veterans and their families. Members of the Veterans Advisory Council solicit information and provide updates about community-based activities honoring veterans.

The term of Barry L. Holt expired in October. He does not wish to be reappointed.

**The Veterans Advisory Council recommends that:
Anthony Imperiale be appointed.**

Applications have been received from:

**Terry Buchanan
Anthony Imperiale
Mary Jernigan**

Other members:
See attached list

November, 2022

VETERANS ADVISORY COUNCIL

(Staggered Three Year Terms)

The Veterans Advisory Council serves as a liaison with the community in coordinating services and activities benefiting Veterans and their families. Members of the Veterans Advisory Council solicit information and provide updates about community-based activities honoring veterans.

The term of Barry L. Holt expired in October. He does not wish to be reappointed.

**The Veterans Advisory Council recommends that:
Anthony Imperiale be reappointed.**

Applications have been received from:

**Terry Buchanan
Anthony Imperiale
Mary Jernigan**

Other members:
See attached list



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*

2nd Choice

3rd Choice

Your Personal Information

Name*

Address*

City/State/Zip*

Email*

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

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

Business Address

Occupation*

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

Masters Certification.

Experience*

Business and civic experience and skills - please write in paragraph form, not as a list

Former Sheriff

Current Services*

Other boards/Committees/Commissions on which you presently serve - please write in paragraph form, not as a list

None

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*

Melanie Buchanon

Business*

Address*

Phone*

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

REFERENCE #2

Name*

Doug Doughtie

Business

Dare Sheriff

Address

Phone*

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

REFERENCE #3

Name*

Matt Beickert

Business

Currituck Sheriff

Address

Phone *

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

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

Date will be captured on form submission

I'm not a robot

reCAPTCHA
[Privacy](#) - [Terms](#)

4/2022

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 Veterans Advisory Council

2nd choice _____

3rd choice _____

Name Anthony Imperiale

Address 4210 West Vansciver Drive

City/State/Zip Nags Head, NC 27959

Email Address tonyimp1949@gmail.com

Telephone Home: 609-707-0250

Business: _____

Resident of Dare County: yes no

Occupation: retired

Business Address: _____

Educational background:

HS graduate

Vietnam Veteran - Navy

Business and civic experience and skills:

Managed major trucking company for 30 years

Disabled Vietnam Navy Veteran

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

Helped out several years at VAC events

VFW Post 10950 - VSO

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
Richard Probst	VAC member	Upper Dune Rd, KDH	503.592.7659
Marsha Brown	VAC Secretary	Manteo, NC	202.202.2058
Fred Boehme	retired	13th St., Nags Head, NC	732.674.1029

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: 9/29/2022 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 9/29/22

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 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 Veteran's Board

2nd choice _____

3rd choice _____

Name Mary Terrigan

Address PO Box 3215

City/State/Zip KW H NC 27948

Email Address maryj@darenc.com

Telephone Home: 252-305-1005

Business: 252-475-5657

Resident of Dare County: yes no

Occupation: leisure: Active Poor

Business Address: 300 Blumstein St KW H NC 27948

Educational background:

BS work on MS

Business and civic experience and skills:

CAC Vol 8 years

BW VP 4 yrs

(12 yrs Military)

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
Debbie Houdry	C. Emp		252-489-3661
Emily Gould	C. Emp		757-5764948
Dancy Wilkerson	Retired		252-256-1706

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: 4/22/21 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 4/22/2021



Board of Equalization and Review

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

November 2022

BOARD OF EQUALIZATION AND REVIEW

(One Year Term)

The following have terms to expire in December, 2022.

Nelson V. "Skip" Jones

(Originally Apptd. 2/08)

Jonathan Waddill

(Originally Apptd. 2/16)

Jeffrey Scott

(Originally Apptd. 2/16)

Terry Gore

(Originally Apptd. 4/14)

Charles Evans

(Originally Apptd. 2/16)

All would like to be reappointed.

Application has been received from Kenneth P. Scott, III

BOARD OF EQUALIZATION AND REVIEW
(One Year Term)

The Board of Equalization and Review is a local citizen review board that hears property tax appeals from property owners in Dare County. Under North Carolina law, each county must have an Equalization and Review Board to hear appeals of property values.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Nelson V. "Skip" Jones 1508 Captains Lane Kill Devil Hills, NC 27948 252-441-7882	12-22	Apptd. 2/08 Reaptd. 12/08,09,10,11,12, 13,14,15,16,1/18, 12/18,19, 20, 21
Jonathan Waddill 1322 N. Hwy 64 Manteo, NC 27954 252-564-4319 (H) 252-986-6392 (O)	12-22	Apptd. 2/16 Reaptd. 12/16, 1/18, 12/18 19, 20, 21
Jeffrey Scott 4317 Shady Lane Kitty Hawk, NC 27949 252-261-3777 (H) 252 261-1500 (O)	12-22	Apptd. 2/16 Reaptd. 12/16, 1/18, 12/18 19, 20, 21
Terry Gore 140 Fearing Place Manteo, NC 27954 252-347-6710 (H)	12-22	Apptd. 4/14 Reaptd. 12/14,15,16,1/18 19, 20, 21
Charles Evans P.O. Box 2239 Manteo, NC 27954 252-473-2055 (H) 252-473-2171 (O)	12-22	Apptd. 2/16 Reaptd. 12/16, 1/18, 12/18 19, 20, 21

NOTES:

MEETING INFO: As needed

CONTACT INFO: Hosea Wilson, III, Tax Assessor

MEMBERS COMPENSATED: \$50 per meeting

John Receveur replaced Judy Johnson and Myra Ladd replaced Carl Parrot 1/93.
Alvin S. Hibbs replaced Keith Fearing 2/93; Barbara Britt replaced Myra Ladd 1/95.
Curtis Creech replaced Ron Tillett 1/98; Michael Davenport replaced Alvin Hibbs 12/01.
Bo Taylor replaced the late Curtis Creech 12/02; Kerwin Hoy replaced Bo Taylor 4/06.
Skip Jones filled unexpired term of John Receveur 2/08.
Talmadge Jones filled unexpired term of Kerwin Hoy 3/08.
Terry Gore filled unexpired term of Barbara Britt 4/14.
Jonathan Waddill replaced Bette Gray and Jeffrey Scott replaced Talmadge Jones 2/16.
Charles Evans replaced Michael Davenport 2/16.
Nelson Jones, Jonathan Waddill, Jeffrey Scott, Terry Gore and Charles Evans were reaptd.
12/19, 12/20 and 11/21

REVISED 11/21

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 Dare County Waterways

2nd choice Hatteras Village Tax District

3rd choice _____

Name Kenneth P Scott III "KP"

Address P.O. Box 361

City/State/Zip Hatteras NC 27943

Email Address natandkp@icloud.com

Telephone Home (252) 986-2877

Business: (252) 986-2365

Resident of Dare County: yes no

Occupation: owner operator, Miss Hatteras, Scott Fisheries Inc

Business Address: 57155 C. Deering Ridge Road

Educational background:

B.A. English, Virginia Military Institute (V.M.I.)

Business and civic experience and skills:

Hatteras Village Civic Assoc 2008-2019

Secretary Hatteras Village Civic Assoc 2012-2016

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
Don Oden	Oden Brothers	57878 Hwy 12	Hatteras (252) 305 2555
Steve Coulter	Sea Creature Sportfishing		252 996-0276
Ernie Foster (Retired)	Albatross Sportfishing		252 619-0135

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

Date: 6/19/2021 Signature of applicant: Kenneth P. [Signature]

FOR OFFICE USE ONLY:

Date received: 6/23/2021



Special Motor Vehicle Valuation Review Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

November 2022

BOARD APPOINTMENTS

SPECIAL MOTOR VEHICLE VALUATION REVIEW BOARD

(One Year Term)

The following have terms to expire in December:

Danny Couch

(Current Term 12/21 - 12/22)

(Originally Apptd. 06/17)

Dock Sawyer

(Current Term 12/21 – 12/22)

(Originally Apptd. 1/93)

David Light

(Current Term 12/21 – 12/22)

(Originally Apptd. 1/18)

All would like to be reappointed

No applications have been received.

Other Members:

None

SPECIAL MOTOR VEHICLE VALUATION REVIEW BOARD
(One Year Term)

The Special Motor Vehicle Valuation Review Board hears and reviews appeals of listings and valuations placed upon taxable motor vehicles located within Dare County.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Danny Couch 47297 Dippin Vat Road P.O. Box 1001 Buxton, NC 27920 dannyc@darenc.com 252-216-7383	12/22	Apptd. 06/17 Reapptd. 12/17,18, 19,20,21
Dock Sawyer P.O. Box 1292 Manteo, NC 27954 252-475-8803	12/22	Apptd. 01-93 Reapptd. 12-93,94,95,96, 97,98,99,00-21
David Light P.O. Box 721 Wanchese, NC 27981 obxilight@embarqmail.com 252-305-2678 (home) 252-473-2678 (business)	12/22	Apptd. 1-18 Reapptd. 12/18,19-21

NOTES:

MEETING INFO: As needed

CONTACT INFO: Michael Elliott, 475-5854

MEMBERS COMPENSATED: No

Richard Johnson replaced Shirley Hassell 12/98.
Jack Gregory replaced Mike Hedrick 1-02.
Lori Hageman replaced Jack Gregory 12/07.
Wally Overman filled unexpired term of Richard Johnson 10/13
Danny Couch filled unexpired term of Wally Overman 6/17
Unable to contact Lori Hageman, she was not reappointed 12/17
David Light replaced Lori Hageman 1/18
Danny Couch, Dock Sawyer and David Light reappointed 12/19, 12/20 and 11/21

REVISED 11/21



Dare County Tourism Board

Description

There are several terms expiring effective December, 2022. See attached summaries for Outer Banks Chamber of Commerce, Outer Banks Hotel/Motel Association, Town of Duck, Town of Southern Shores, Town of Manteo and Hatteras Island/Member at Large.

Board Action Requested

Take appropriate action

Item Presenter

Robert Outten, County Manager

DARE COUNTY TOURISM BOARD

(Two Year Term)
Effective January 1, 1992

The Tourism Board promotes travel to and tourism in Dare County and it's municipalities. Their objective is to promote and encourage tourism in Dare County with the aim of increasing visitation and revenue.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Bambos Charalambous 530 W. Aycock Street Kill Devil Hills, NC 27948 419-376-5306(C) Cyprus376@embarqmail.com Outer Banks Chamber of Commerce	12-22	Apptd. 01-21
Mark Ballog 2625 S. Bridge Lane Nags Head, NC 27948 252-573-9756(C) 252-255-5825(O) markballog@aol.com DC Restaurant Assoc.	12-23	Apptd. 12-21
Jamie Chisholm 525 West Landing Drive Kill Devil Hills, NC 27948 305-9547 (H), 261-1290 ext. 191 (O) Jamie.Chisholm@Hilton.com OB Hotel/Motel Assoc.	12-22	Apptd. 1/19 Reapptd. 12/20
Gray Berryman 37 Skyline Road Southern Shores, NC 27949 Gray@GrayBerryman.com 252.573.9503 OB Assoc. of Realtors	12-23	Apptd. 12/21
Monica Thibodeau 126 Sea Hawk Dr., W. Duck, NC 27949 252-207-7739(H) 252-255-6200(O) Monica.thibodeau@carolinadesigns.com Town of Duck	12-22	Apptd. 12/20
Leo L. Holland 23 Spindrift Trail Southern Shores, NC 27949 252-255-5780(H) 252-256-2488(C) Lholland23@embarqmail.com Town of Southern Shores	12-22	Apptd. 1/20 to fill term Reapptd. 12/20
David Hines 306 First Flight Run Kitty Hawk, NC 27949 Daviddcoastalncobx.com 252-573-9547 (O) Town of Kitty Hawk	12-23	Apptd. 10/21

Ivy Ingram 1002 Swan Street Kill Devil Hills, NC 27948 ivyraying@gmail.com 252-256-0423(H) Town of Kill Devil Hills	12-23	Apptd. 12/21
Michael Siers 4638 S Blue Marlin Way Nags Head, NC 27959 252.489.3861 mike.siers@nagsheadnc.gov Town of Nags Head	12-23	Apptd. 12/21
Bobby Owens P.O. Box 505 Manteo, NC 27954 252-473-2721 (H) owens@townofmanteo.com Town of Manteo	12-22	Apptd. 1/18 to fill term Reaptd. 1/19; 12/20
Ervin Bateman 4148 Poor Ridge Road Kitty Hawk, NC 27949 252-216-1526 (C) Ervin.bateman@darenc.com DC Commissioner	12-23	Apptd. 1/20 Reaptd. 10/21
Dennis Robinson 58578 NC Hwy 12/Box 62 Hatteras, NC 27943 252-986-6335 (O) dennizr@midgettrealty.com Hatteras Island/ Member at Large	12-22	Apptd. 10/21 (to fill term)
Timothy M. Cafferty 4628 Seascape Drive Kitty Hawk, NC 27949 252-202-9801 (H) 252-255-1220 (C) tim@outerbanksblue.com Member at Large	12-23	Apptd. 1/20 Reaptd. 10/21

NOTES:

MEETING INFO: 3rd Thursday of each month, 9:00 a.m., 1 Visitors Center Circle, Manteo, NC

CONTACT INFO: Lee Nettles, Director, Outer Banks Visitors Center

MEMBERS COMPENSATED: \$125 per meeting-Steering Committee Members, \$100 per meeting—other members

TERM LIMITS: Members may only serve 2 consecutive 2-year terms
Some members were appointed for one year in order to stagger the terms (1992)

Luther Daniels was apptd. 1/92 and resigned 5/92. Gus Granitzki was appointed to fill term. Stuart Bell replaced RV Owens III 11/92; Terrence Gray replaced Cecil Williams 11/92. Geneva Perry apptd. to fill term of Ozzie Gray 7/93; Don Bryan replaced Geneva Perry 11/93. Carl Parrott replaced Paul Pruitt, Lacy McNeil replaced Terence Gray and Renee Cahoon replaced Don Bryan for Nags Head rep. 12/93. Geneva H. Perry apptd. to fill term of Robert Williams 11/94.

Myra Ladd replaced Stuart Bell as Ch. of Commerce rep. and Kern Pitts apptd. 12/94. Seat was left vacant by death of Wayne Gersen and Terry Gray apptd. to fill term of the late Lacy McNeil. Appt. for Town of Manteo was tabled 12/94. Edward Greene replaced Gus Granitzki 1/95; Dick Woods appointed to fill term of Kern Pitts 3/95. John Woolard replaced Mike Kelly; John Stubbings replaced Robert Middlebrooks & Stuart Bell replaced Don Bryan 12/95. Jimmy Hanks appointed to fill term of Terry Gray 1/96; Cliff Blakely replaced Warren Judge, Lee Tugwell replaced Edward Green, Tim Shearin replaced Mollie Fearing 1/97 & John Robert Hooper replaced Tim Midgett 1/97. Warren Judge replaced John Woolard 1/98; David L. Perrot replaced John Stubbings 1/98. Ken Hollowell replaced Carl Parrott 1/98; Sherry Rollason replaced Jimmy Hanks 1/98. George Farah III replaced Renee Cahoon and Stan White replaced Geneva Perry 1/98. Sterling Webster replaced Myra Ladd, Paul Sutherland replaced Dick Wood and Dawn Enochs replaced Tim Shearin 12/98. Tim Cafferty replaced David Parrott 12/99; Christine Nunemaker replaced Stuart Bell 12/99. Raju Uppalapati replaced Sterling Webster, Jeff Tack replaced Cliff Blakeley 12/00. Tim Midgett replaced John Robert Hooper, Tim Shearin replaced Dawn Enochs and Curtis Creech replaced Lee Tugwell 12/00; Bob Woodard replaced Sherry Rollason; Anna Sadler replaced George Farah III, John Robert Hooper replaced Stan White, Dawn Enoch replaced Christine Nunemaker and Doug Seay replaced Ken Hollowell 12/01; Sammy Moore replaced Warren Judge 2/02; Dellerva Collins appointed to fill term of Curtis Creech 6/02 Eugene Kennedy replaced Paul Sutherland 12/02; Neil Morrison replaced Tim Shearin 12/02. Barbara Connery replaced Tim Cafferty 12/03; Sherry Rollason replaced Bob Woodard & Bob Woodard replaced Dawn Enochs 12/03; Hal Denny filled term of Gene Kennedy 1/04. Lisa Cafferty replaced Raju Uppalapati 12/04; Michelle Pharr replaced Jeff Tack 12/04. Mike Johnson filled term of John Robert Hooper 1/05; Scott Leggat replaced Tim Midgett 1/05. Ervin Bateman replaced Doug Seay 12/05. Ben Sproul replaced Sammy Moore, Chuck Ball replaced Sherry Rollason, Renee Cahoon replaced Anna Sadler 1/06; David Farrow filled term of Dell Collins and Dan Shields apptd. to fill term of Hal Denny 1/06; Tim Shearin replaced Bob Woodard 2/06. Paul Buske apptd. to fill term of Chuck Ball 2/07; Jackie Myers replaced Barbara Connery 1/08. Ralph Buxton replaced Lisa Cafferty, Brian McDonald replaced Dan Shields & Allen Burrus replaced Scott Leggat 12/08; Sterling Webster replaced Michelle Pharr and Dave Wessel replaced Nancy Caviness 1/09; Paul Charron replaced Ben Sproul, Gary Perry replaced Ervin Bateman and Wayne Gray replaced Renee Cahoon 12/09, Mr. Gray declined appointment, Anna Sadler apptd. 1/10; Jack Shea replaced Mike Johnson 12/09; Scott Leggat replaced Tim Shearin 12/09; Monica Thibodeau apptd. to fill term of Dave Wessel & Jamie Daniels apptd. to fill term of David Farrow 1/10; Jodi Hess replaced Brian McDonald 1/11; Robert L. Woodard filled term of Paul Buske 4/11; Donnie King replaced Paul Charron 12/11; Tim Cafferty replaced Jackie Myers 12/11. Ernie Foster replaced Scott Leggat 12/11; Dorie Fuller replaced Ralph Buxton 12/12; Brent Sorensen replaced Sterling Webster 12/12; Natalie Kavanagh replaced Allen Burrus 12/12; Sheila Davies filled term of Robert Woodard 1/13. Ervin Bateman replaced Gary Perry 12/13; Susie Walters replaced Anna Sadler 12/13. Virginia Tillett replaced Jack Shea 12/13; Tonia Cohen filled term of Brent Sorensen 5/14. Nancy Caviness replaced Monica Thibodeau, 12/14; Leo Holland replaced Jodi Hess, Martha Wickre replaced Jamie Daniels and Wally Overman apptd. to fill term of Virginia Tillett 12/14. Bambos Charalambous replaced Donnie King, Stuart Pack replaced Tim Cafferty, Mike Hogan replaced Sheila Davies 12/15 & George Banks III replaced Ernie Foster 12/15; Myra Ladd-Bone replaced Dorie Fuller & Pat Weston replaced Natalie Kavanagh 12/16; Craig Garriss replaced Ervin Bateman 1/18; Christopher Nason filled term of Leo Holland 1/18; William "David" Pergerson replaced Stuart Pack, Webb Fuller replaced Susie Walters, Bobby Owens filled term of Martha Wickre & Jeff Pruitt replaced Craig Garriss who declined appointment 1/18; Chuck Burdick replaced Nancy Caviness and Jamie Chisholm replaced Tonia Cohen 1/19; Karen Loopman-Davis replaced Bambos Charalambous, Douglas R. Brindley replaced William Pergerson & Ervin Bateman replaced Wally Overman 1/20, Timmy M. Cafferty replaced George Banks, III; Leo Holland filled term of Christopher Nason & Ivy Ingram replaced Mike Hogan, 1/20; Bambos Charalambous replaced Myra Ladd-Bone, Monica Thibodeau replaced Chuck Burdick & Donna Peele replaced Pat Weston, 12/20. David Hines apptd. for Kitty Hawk, Dennis Robinson apptd. to serve remaining term of Donna Peele (Hatteras) until 12/22, Ervin Bateman reapptd. for another term and Timothy M. Cafferty reapptd. for another term as member at large. 12/6/21 appts: Mark Ballog for Restaurant Assoc., Gray Berryman for OB Assoc. of Realtors, Ivy Ingram for Kill Devil Hills and Michael Siers for Nags Head.

REVISED 12/21

BOARD APPOINTMENTS

TOURISM BOARD

(Two Year Term)

Outer Banks Chamber of Commerce

The term of Bambos Charalambous expires in December.

The Chamber recommends in order of preference the following for their representative:

Richard Hess

Myra Ladd-Bone

Their applications follow:



The Outer Banks Chamber of Commerce

Serving Currituck and Dare Counties, Ocracoke Island

P.O. Box 1757 • 101 Town Hall Drive • Kill Devil Hills, NC 27948

252.441.8144 *Voice* • 252.441.0338 *Fax*

info@outerbankschamber.com

September 30, 2022

Cheryl Anby
Clerk to the Board of Commissioners
Assistant to County Manager
P.O. Box 1000, Manteo, NC 27954

Dear Ms. Anby,

Thank you for the opportunity to submit applications for the Chamber's seat on the Tourism Board. Enclosed please find the applications for our two nominees. Following is our order of preference for filling this position. Richard Hess would bring a great deal of experience to this position as a past chairman of the board for the Chamber, a local realtor and the chairman for the Outer Banks Seafood Festival for the past 5 years.

- Richard Hess
- Myra Ladd-Bone

If you need anything else from us, please feel free to contact me at (252) 441-8144.

Sincerely,

Karen S. Brown
President & CEO
Outer Banks Chamber of Commerce

Your key to information and services on North Carolina's Outer Banks!

www.outerbankschamber.com





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 *	Tourism Board	▼
2nd Choice		▼
3rd Choice		▼

Your Personal Information

Name *	Richard Hess
Address *	241 BROADBAY DR
City/State/Zip *	Kill Devil Hills NC 27948
Email *	richardhess@sunrealtync.com
Personal Phone *	Enter 9 digit number. Do not enter any spaces or special characters. (252)256-2112
Business Phone	Enter 9 digit number. Do not enter any spaces or special characters. (252)441-8011
Business Address	1500 S. Croatan Hwy
Occupation *	Real Estate Broker

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

I graduated high school from William T Sutherlin Academy and attended Averett University. I am a graduate of the NC Realtors William C Bass Leadership Academy.

Experience * Business and civic experience and skills - please write in paragraph form, not as a list

I was Vice President of Sun Realty for 17 years. I am a past president of The Outer Banks Association of Realtors, a past board member of The Dare County Arts Council and The Eastern NC Red Cross. I have been a presenter at the VRMA (Vacation Rental Managers Association) national convention.

Current Services * Other boards/Committees/Commissions on which you presently serve - please write in paragraph form, not as a list

I am Immediate Past Chair of The Outer Banks Chamber of Commerce and still serve on that board. I am Chair of the Outer Banks Seafood Festival Board of Directors and have been for several 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.

REFERENCE #1

Name * Gray Berryman

Business * Carolina Designs

Address * 1197 Duck Rd, Duck, NC 27949

Phone * Enter 9 digit number. Do not enter any spaces or special characters.
(252)573-9503

REFERENCE #2

Name * Myra Ladd Bone
Business Atlantic Realty
Address 4729 N Croatan Hwy. Kitty Hawk NC 27949
Phone * Enter 9 digit number. Do not enter any spaces or special characters.
(252)202-5689

REFERENCE #3

Name * Ronnie Sloan
Business The Outer Banks Hospital
Address 4810 S Croatan Hwy Nags Head NC
Phone * Enter 9 digit number. Do not enter any spaces or special characters.
(252)489-9560

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.

Richard Hess

Date Date will be captured on form submission 09/22/2022

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Submit



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*	<input type="text" value="Tourism Board"/>
2nd Choice	<input type="text"/>
3rd Choice	<input type="text"/>

Your Personal Information

Name*	<input type="text" value="Myra S. Add-Bone"/>
Address*	<input type="text" value="3053 Creek Rd."/>
City/State/Zip*	<input type="text" value="Kitty Hawk, NC 27949"/>
Email*	<input type="text" value="myra@atlanticrealty-nc.com"/>
Personal Phone*	Enter 9 digit number. Do not enter any spaces or special characters. <input type="text" value="252 202 5689"/>
Business Phone	Enter 9 digit number. Do not enter any spaces or special characters. <input type="text" value="252 449 5360"/>
Business Address	<input type="text" value="4729 N. Croatan Hwy Kitty Hawk, NC 27949"/>
Occupation*	<input type="text" value="Real Estate Broker"/>

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

I graduated from Highland Springs High School in Richmond, Va and then earned a BS in elementary education from Old Dominion University.

Experience*

Business and civic experience and skills - please write in paragraph form, not as a list

I taught school in Suffolk, Va and then Dare County before starting Atlantic Realty. I have served on the OCB, Chamber, Tourism Bd, Post Colony Bd, Towne Bank Bd, OB Hospital Board

Current Services*

Other boards/Committees/Commissions on which you presently serve - please write in paragraph form, not as a list

I am currently the chair of the Outer Banks Chamber of Commerce, Board Member of the OB Hospital, Board Member Towne Bank

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*

Jeff Dowdy

Business*

Dowdy and Osborne

Address*

103 Woodhill Dr # B Hargett, NC 27959

Phone*

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

252 449 4404

REFERENCE #2

Name*

Taylor Suggs

Business

Loune Bank

Address

2 Juniper Trail Southern Shores, NC 27949

Phone*

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

252 255-4500

REFERENCE #3

Name*

Richard W. Burr

Business

Southeastern Fuels

Address

310 Waterlily Rd. Coirjock, NC 27923

Phone*

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

252 453 3100

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.

Richard W. Burr Sign

Date

Date will be captured on form submission

Submit

BOARD APPOINTMENT

TOURISM BOARD

(Two Year Term)

Outer Banks Hotel/Motel Association

Jamie Chisholm's term expires in December and she is ineligible for reappointment.

The Outer Banks Hotel/Motel Association recommends in order of preference the following for their representative:

**Tonia Cohen, General Manager of the Ramada Plaza
Staci Hathaway, Director of Sales of the Ramada Plaza
Peggy Shen, Sales Coordinator of the Hilton Garden Inn.**



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee you are interested in:

1st Choice *	Tourism Board	▼
2nd Choice		▼
3rd Choice		▼

Your Personal Information

Name *	Tonia Cohen
Address *	213 Soundview Drive
City/State/Zip *	Kill Devil Hills, NC 27948
Email *	tonia.cohen@ramadaplazaobx.com
Personal Phone *	Enter 9 digit number. Do not enter any spaces or special characters. 252-423-0019
Business Phone	Enter 9 digit number. Do not enter any spaces or special characters.
Business Address	
Occupation *	General Manager, Ramada Plaza

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

Graduated Summa Cum Laude from Elizabeth City State University with a degree in English with a concentration in News Media

Experience*

Business and civic experience and skills - please write in paragraph form, not as a list

Served on the DCTB before (from 2015-2018) and have been the Secretary/Treasurer for the Outer Banks Hotel/Motel Assoc. for about 13 years. I have been in the Hospitality Industry for over 20 years, 25 at the 2 Days Inns as the DOS & AGM in KDH and 2 at the Ramada Plaza as the GM.

Current Services*

Other boards/Committees/Commissions on which you presently serve - please write in paragraph form, not as a list

I am currently the Secretary/Treasurer for the Outer Banks Hotel/Motel Association and also serve on the Soundside Event Site Committee.

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*

Danny Couch

Business*

Dare County Commissioner

Address*

Phone*

Enter 9 digit number. Do not enter any spaces or special characters.
252-995-5671

REFERENCE #2

Name* Tess Judge

Business

Address

Phone* Enter 9 digit number. Do not enter any spaces or special characters.
252-216-6105

REFERENCE #3

Name* Sterling Webster IV

Business Ramada Plaza/Hilton Garden Inn, Managing Partner

Address

Phone* Enter 9 digit number. Do not enter any spaces or special characters.
252-486-4822

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 Date will be captured on form submission

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APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee you are interested in:

1st Choice *	Tourism Board	▼
2nd Choice		▼
3rd Choice		▼

Your Personal Information

Name *	Staci Hathaway
Address *	1109 W. Sportsman Drive
City/State/Zip *	Kill Devil Hills, NC 27948
Email *	sales@ramadaplazaobx.com
Personal Phone *	Enter 9 digit number. Do not enter any spaces or special characters. 719-221-1939
Business Phone	Enter 9 digit number. Do not enter any spaces or special characters. 252-441-2151
Business Address	
Occupation *	Director of Sales/Ramada Plaza

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

I graduated with a Graphic Design Degree from Pitt Community College. In addition, I have a Mixology Degree from Bar Master's Bartending School.

Experience*

Business and civic experience and skills - please write in paragraph form, not as a list

Not only do I have a Degree in Graphic Design and Applied Science, but I have also been working in food and beverage for almost 20 years. I bartended for the Sanderling Resort in Duck, NC for nearly 7 years. Prior to working with the Ramada, I was working in Nathrop, Colorado for 2 years as the assistant to the Director of Sales for Mount Princeton Hot Springs Resort. I have great customer service skills along with a great work ethic.

Current Services*

Other boards/Committees/Commissions on which you presently serve - please write in paragraph form, not as a list

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.

REFERENCE #1

Name*

Zelma Warren

Business*

Mount Princeton Hot Springs Resort

Address*

Nathrop, Colorado

Phone*

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

719-395-2447

REFERENCE #2

Name *

Ashley Vaught

Business

Tranquil House Inn

Address

Kitty Hawk, NC

Phone *

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

252-202-0510

REFERENCE #3

Name *

Lynsey Cochran

Business

Association Consultants LLC.

Address

Kill Devil Hills, NC

Phone *

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

443-553-9339

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.

Staci Hathaway

Date

Date will be captured on form submission



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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 *	Tourism Board	▼
2nd Choice		▼
3rd Choice		▼

Your Personal Information

Name *	Peggy Shen
Address *	1515 Dogwood Ln
City/State/Zip *	Kill Devil Hills
Email *	peggy.shen@hilton.com
Personal Phone *	Enter 9 digit number. Do not enter any spaces or special characters. 252-481-8163
Business Phone	Enter 9 digit number. Do not enter any spaces or special characters. 252-261-1290
Business Address	5353 North Virginia Dare Trail. Kitty Hawk
Occupation *	Sales Coordinator/Hilton Garden Inn

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

Bachelor degree of Hospitality Management

Experience *

Business and civic experience and skills - please write in paragraph form, not as a list

I have worked in the customer service industry about 10 years, restaurants, coffee shop and hotels. I'm good at communicating and basic microsoft office computer skill.

Current Services *

Other boards/Committees/Commissions on which you presently serve - please write in paragraph form, not as a list

I'm not in any board.

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 *

Jamie Chisholm

Business *

Director of Sales at Hilton Garden Inn Kitty Hawk

Address *

5353 North Virginia Dare Trail. Kitty Hawk

Phone *

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

252-261-1290

REFERENCE #2

Name *

Jeremy Miller

Business

General Manager at Hilton Garden Inn Kitty Hawk

Address

5353 North Virginia Dare Trail. Kitty Hawk

Phone *

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

252-261-1290

REFERENCE #3

Name *

Jodie O'Sullivan

Business

Human Resources/Payroll Administrator at Hilton Garden Inn Kitty Hawk

Address

5353 North Virginia Dare Trail. Kitty Hawk

Phone *

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

252-261-1290

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.

Sign

Peggy Shen 10/14/23

Date

Date will be captured on form submission



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BOARD APPOINTMENT

TOURISM BOARD

(Two Year Term)

Town of Duck

Monica Thibodeau's term expires in December and she is eligible for reappointment.

The Town of Duck's Board of Commissioners designates and recommends her for the Town's representative for another term.

BOARD APPOINTMENT

TOURISM BOARD

(Two Year Term)

Town of Southern Shores

Leo L. Holland's term expires in December and he is eligible for reappointment.

The Town of Southern Shores recommends his reappointment.



Cheryl Anby <cheryl.anby@darenc.com>

RE: Tourism Board

1 message

Sheila Kane <skane@southernshores-nc.gov>
To: Cheryl Anby <cheryl.anby@darenc.com>

Thu, Oct 13, 2022 at 3:16 PM

Cheryl,

At the September 6, 2022 Council meeting, Council nominated Leo Holland to serve another term on the Tourism Board.

Thank you,

Sheila Kane, CMC, NCCMC

Town Clerk

Town of Southern Shores

5375 N Virginia Dare Trail

Southern Shores, NC 27949

(252) 261-2394 phone

(252) 255-0876 fax

skane@southernshores-nc.gov



BOARD APPOINTMENT

TOURISM BOARD

(Two Year Term)

Town of Manteo

Bobby Owens' term expires in December and he is ineligible for reappointment.

The Town of Manteo recommends in order of preference the following for their representative:

**Commissioner Ruth Stetson
Commissioner Sherry Wickstrom
Commissioner Tod Clissold**



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee you are interested in:

1st Choice *

TOURISM BOARD



2nd Choice



3rd Choice



Your Personal Information

Name *

RUTH JANE STETSON

Address *

323 FERNANDO STREET.

City/State/Zip *

MANTEO, NC 27954

Email *

ruthstetson@protonmail.com

Personal Phone *

252-305-7884.

Business Phone

Business Address

Occupation *

SELF EMPLOYED.

Name* Betty G Selby
Business Retired - Board of Education
Address P. O. Box 1485 Mantoloking NC 27954
Phone* 252-423-0958

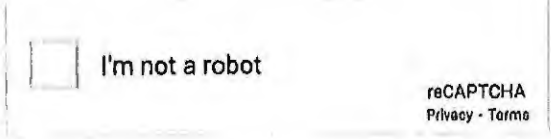
REFERENCE #3

Name* EDDIE MANN
Business EMPLOYED BY N.C.
Address 417 US HWY 04, MANTOLOKING NC 27954
Phone* 252-423-1215

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.

Sign

Date Date will be captured on form submission



Submit



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 *



2nd Choice



3rd Choice

TOURISM BOARD



Your Personal Information

Name *

Sherry Wickstrom

Address *

504 Lord Essex Ave

City/State/Zip *

Manteo, NC 27954

Email *

sbutcherwickstrom@gmail.com

Personal Phone *

612-296-3721

Business Phone

Business Address

Occupation *

Dean of Academic Affairs, Retired
Minnesota State Colleges and Universities

Name*

Business

Address

Phone*

REFERENCE #3

Name*

Business

Address

Phone*

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.

Sign

Date

Date will be captured on form submission

10/19/2022



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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*



2nd Choice

TOURISM BOARD



3rd Choice



Your Personal Information

Name*

TOD CLISSOLD

Address*

221 COMPTON ST

City/State/Zip*

MANTEB NC 27954

Email*

ted.clissold@gmail.com

Personal Phone*

252-305-4963

Business Phone

252-473-3333

Business Address

303 QUEEN ELIZABETH AVE MANTEB NC 27954

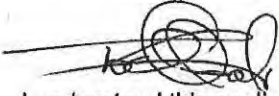
Occupation*

SELF EMPLOYED

Name* Bobby OWENS
Business MANTEDO CHAIR B.O.C
Address
Phone* 256-0668

REFERENCE #3

Name* SWERRY WICKSTROM
Business MANTEDO Commissioner
Address
Phone* 612-296-3721

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.

Sign

Date Date will be captured on form submission
10-19-2022

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BOARD APPOINTMENT

TOURISM BOARD

(Two Year Term)

Hatteras Island

Dennis Robinson's term expires in December and he is eligible for reappointment.

There are no applications on file



Older Adult Services Advisory Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

November, 2022

Board Appointment
Older Adult Services Advisory Council
(Four Year Term)

The terms for Mary Pendill and Melissa Turnage expire this month. The Council recommends the reappointment of Mary Pendill and the appointment of Emily Gould to replace Melissa Turnage.

Applications on file are attached.

Other Members:
See attached list

OLDER ADULT SERVICES ADVISORY COUNCIL

(Four Year Term)

**This Council advises Dare County in its efforts to promote, organize, plan,
and coordinate services and programs for residents and visitors to
Dare County who are 55 years of age and older.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Margaret Reber-Dennis 176 Swan View Drive Kill Devil Hills, NC 27948 magpie211@yahoo.com 252-489-8394 (C)	04-26	Apptd. 4/22
Mary Pendill, Chair 129 Dogwood Circle Manteo, NC 27954 obxmamap@hotmail.com 252-423-0757 (C), 252-473-3589 (H)	11-22	Apptd. 11/14 Reapptd. 11/18
Cynthia Harris 92 S. Dogwood Trail Southern Shores, NC 27949 703-402-6288 cindyharris@charter.net	11-25	Apptd. 11/15 Reapptd. 11/17, 10/21
Melissa Turnage 108 Rhodoms Dr. Kill Devil Hills, NC 27948 252-256-0026 (H), 252-475-5585 (O) Social Services Rep.	11-22	Apptd. 12/16 Reapptd. 11/18
Vacant	11-23	
Apollonia (Bella) Reber, Vice-Chair 2802 Seahorse Court Kitty Hawk, NC 27949 252-255-0925 (H), 252-455-5159 (C) reber.b@aol.com	03-24	Apptd. 3/20
Isaac Simonsen 4606 S Cobia Way Nags Head, NC 27959 mr.isaacsimonsen@gmail.com 252-333-6986 (H)	04/26	Apptd. 4/22

Barbara Franchi 6053 Martin's Point Road Kitty Hawk, NC 27949 252-261-0164 bafranchi@charter.net	07-24	Appt. 7/20
Claudia Hennessey P.O. Box 740 Avon, NC 27915 252-995-6662	11-25	Apptd. 11/15 Reapptd. 11/17, 10/21
Mary Ellen Holland 23 Spindrift Trail Southern Shores, NC 27949 252-255-5780 maryholland@embarqmail.com	04/26	Apptd. 4/22
Jim Tobin 6951 Pecan Lane PO Box 243 Manns Harbor, NC 27953 jim.tobin@darenc.com 252-216-7732 DC Commissioner	1-25	Apptd. 6/17 Reapptd. 1/21

NOTE: MEETING INFO: Meetings are held primarily at the Baum Center since meetings are offered virtually.

CONTACT INFO: Brandi Bohanan, Dir., Baum Senior Center (252.475.5636)

MEMBERS COMPENSATED: No

Commissioner Byrd replaced Commissioner Perry 9/97; Walter Parker replaced Herb Barr, Josephine Fessler replaced Lovie Midgett and Alpean Midgett apptd. to fill term of Louise Rossiter 11/97. Henry Haywood to fill term Marge Keys and Edna Fehrmann apptd. to fill term of Marge Keys 3/99. Kathy Crowder replaced Jimmy Williams and Marjorie Midgett replaced Roy Midgett 11/99. Grace Fruit replaced Edna Fehrmann 10/00; Cheryl Byrd's appt. tabled til 12/18/00. Geneva H. Perry filled unexpired term of Comm. Cheryl Byrd 1/01. Lovie Midgett apptd. to fill unexpired term of Alpean Midgett 4/01. Shirley Venente replaced Walter Parker and Barbara Brenner replaced Josephine Fessler 1/02. Mary Conway replaced Dell Collins 1/03 and Jonna Midgett replaced Sue Judge 1/03. Virginia Tillett filled unexpired term of outgoing Comm. Geneva Perry 2/03. Joe Rongo replaced "Fritz" Winfree 11/03; Annie Rose Wells filled unexpired term of Gee Fruit 3/04. Paulette Prodanck filled term of Barbara Brenner 4/05. Lynda Hester filled term of Mary Conway 4/07. Lynn Thomas filled term of Joe Rongo & Georgia Ellis filled term of Annie Rose Wells 8/07.

Judith Link filled unexpired term of Shirley Venente 5/08.
Steve Jennette filled term of Lovie Midgett 12/08; Gisele Mead filled term of Lynda Hester 1/09.
Linda Lengyel filled term of Steve Jennette 3/14.
Lynn Bloomfield filled term of Julia Haywood and David Faudie filled term of Betse Kelly 11/14.
Margarette Umphlett filled unexpired term of Virginia Tillett 12/14.
11/2/15: Cynthia Harris apptd. to South Beach seat, Sandra Clark to Mainland seat & Claudia Hennessey apptd. to Wanchese seat for two-year terms. With no applications from these designated areas, appointments were made from applications that were on hand.
John Clark replaced Georgia Ellis 11/16; Melissa Turnage filled term of Jonna Midgett 12/16.
Jim Tobin appointed to fill term of Margarette Umphlett 6/17
Sandra Clark did not want to be reappointed 11/17. Kenneth Bukantas replaced David Faudie who resigned 1/19. Craig Albert replaced Paulette Prodanchek who resigned 2/19
Amber Jennings apptd., Lynne Bloomfield reapptd. 11/19
Kenneth Bukantas resigned 3/19; Amber Jennings resigned 3/20; Apollonia (Bella) Reber apptd. 3/20
Jim Tobin reappointed 1/21, Cynthia Harris and Claudia Hennessey reappointed 10/21.
Craig Albert moved out of the area, leaving a vacancy.
Lynne Bloomfield and Linda Lengyel resigned 2/22, Lynne Bloomfield withdrew resignation 3/22.
Mary Ellen Holland, Isaac Simonsen and Margaret Reber-Dennis appointed to fill vacancies 4/22.
Mary Pendill was appointed to Chair and Bella Reber was appointed to Vice-Chair 4/22.
Lynne Bloomfield resigned 5/22

REVISED 10/22



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.

Advisory Board or Committee you are interested in:

1st Choice*	Older Adult Advisory Board	✓
2nd Choice		✓
3rd Choice		✓

Your Personal Information

Name*	Emily Gould
Address*	243 Woodland Dr
City/State/Zip*	Kitty Hawk, NC 27949
Email*	ekarr@darenc.com
Personal Phone*	(757) 576-4948
Business Phone	(252) 475-5550
Business Address	109 Exeter St, Manteo NC 27954
Occupation*	Social Worker III in Adult Services

Name*

Melissa Turnage

Business

DCDHHS

Address

109 Exeter St., Manteo, NC 27954

Phone*

(252) 475-5585

REFERENCE #3

Name*

Beth Bradley

Business

DCDHHS

Address

109 Exeter St., Manteo NC 27954

Phone*

(252) 475-5538

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.

Sign

Cruz G. Gould

Date 10/3/22

Date will be captured on form submission



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APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee Interested In:

1st choice Baum Center DCOAS Advisory Board

2nd choice _____

3rd choice _____

Name Don Berg

Address P.O. Box 2822

City/State/Zip Kitty Hawk NC 27949

Email Address dberg790@aol.com

Telephone Home: 257-871-6193

Business: _____

Resident of Dare County: yes no

Occupation: CASHIER

Business Address: _____

Educational background:

BA Bus admin concentration in HR / Marketing

Business and civic experience and skills:

Church, Vol

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

NONE

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
<u>Joe Arns/d</u>			<u>919 268 9065</u>
<u>Curt Gordon</u>			<u>(206) 391-4420</u>
<u>Jerry Rawls</u>			<u>757-371-1163</u>

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: 3/21/2022 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 3/21/22



Virginia S. Tillett Community Center Advisory Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

November, 2022

VIRGINIA S. TILLET COMMUNITY CENTER ADVISORY BOARD

(Staggered/Three Year Term)

The Virginia S. Tillett Community Center Advisory Board nominating committee recommends Jennifer Phillips complete the term of Samantha Lock.

The Center also removes Pam Zaffra from the Board for not meeting attendance requirements and will appoint a replacement at a later date.

Other Members: See attached list

VIRGINIA S. TILLET COMMUNITY CENTER ADVISORY BOARD

(Three Year Term)

**This Board advises and promotes goals and policies to enhance
Virginia S. Tillett Community Center operations and community outreach.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Rob Ross 105 East Sand Fiddler Court Nags Head, NC 27959 Rob.ross@darenc.com 252-216-6869 (C)	8/23	Apptd. 6/17 Reapptd. 8/20
Teresa Griffin 223 Scuppernong Road. Manteo, NC 27954 tgtjames22@gmail.com 252-475-0173	8/23	Apptd. 7/21
Flossie Tugwell P.O. Box 896 Nags Head, NC 27959 473-5993	8/24	Apptd.8/10 Reapptd. 8/12, 15, 18, 7/21
Mary Pendill 129 Dogwood Circle Manteo, NC 27954 473-3589	8/24	Apptd. 8/14 Reapptd. 8/15, 18. 7/21
Pamela N. Zafra 604 Agona Street Manteo, NC 279545 252-35-6817	8/23	Apptd. 8/20
Lynda Hester, CH. P.O. Box 457 Manteo, NC 27954 ljo48@gmail.com 252-475-1964	8/25	Apptd. 8/10 Reapptd. 8/13, 16, 19, 22
Mitchell Bateman P.O. Box 100 Wanchese, NC 27981 473-3350	8/23	Apptd.8/14 Reapptd. 8/17, 8/20
Samantha Brown 2621 S. Bridge Lane Nags Head, NC 27959 207-2933(H) 305-1414 (O)	8/23	Apptd. 12/16 Reapptd. 8/17 8/20

Sara J. Hester-Smith P.O. Box 762 Manteo, NC 27954 489-6554 sjoihester@gmail.com	8/25	Apptd. 12/17 Reapptd. 8/19, 22
Cindy Perry P.O. Box 2441 Kitty Hawk, NC 27949 252-202-3458 (C)	8/25	Apptd. 1/22 Reapptd. 6/22
Reha Otte' 185 The Dogwoods Manteo, NC 27954 473-1883(H), 473-8883 (C)	8/25	Apptd. 8/19 Reapptd. 22
Tiffany Wescott P.O. Box 2148 Manteo, NC 27954 216-6341	8/24	Apptd. 8/15 Reapptd. 8/18, 7/21
Marylou Harris 134 Fearing Place Manteo, NC 27954 252-473-2279 (H) 919-880-7465 © mlharris45860@bellsouth.net	8/24	Apptd. 7/21

NOTES:

MEETING INFO: 2nd Tuesday/monthly, at 9 a.m. (except June, July, Aug.)
Virginia S. Tillett Community Center Meeting Room

CONTACT INFO: Lynda Hester, Chairman
Sandy Pace, Director of Virginia S. Tillett Community Center

MEMBERS COMPENSATED: No

Flossie Tugwell filled unexpired term of Betty Blanchard, John Sibunka filled unexpired term of Doris Young and Lynda Hester appointed as an additional member 8/10
John Robbins filled unexpired term of Jimmie Williams 6/12
Suzy Barrett filled unexpired term of Catherine McCabe 2/13; Ann Groves replaced James Harris 9/13
Brooke McCord appointed to fill unexpired term of Malcolm Fearing 9/13
Mitchell Bateman replaced Isabel Cooper 8/14; Mary Pendill filled unexpired term of Betty Mann and Margarette Umphlett replaced Virginia Tillett 12/14
Tiffany Wescott replaced Suzy Barrett and Anastacia Davis replaced Fred Brumbach 8/15.
Jean Council replaced James Brown and Daniel Otte' replaced John Robbins 8/16.
Samantha Brown filled unexpired term of Brook McCord 12/16.
Robb Ross replaced Margarette Umphlett 6/17; Paula Oliver replaced Bea Basnight 8/17
Sarah Hester-Smith appointed to fill unexpired term of Jean Farr Council who resigned 12/17
Lynda Hester, Sara Hester-Smith and Daniel Otte reapptd. 8/19; Reha Otte' apptd 8/5/19 to replace Rodney Benson who resigned; Emily Hall apptd. to fill unexpired term of Paula Oliver 10/19;
Pamela Zafra to fill position of John Sibunka 8/20;
Flossie Tugwell, Mary Pendill, and Tiffany Wescott reappointed for another term, Marylou Harris replaced Anastacia Davis, Teresa Griffin filled unexpired term of Emily Hall 7/21

11/15/21 Dare County Board of Commissioners unanimously adopted a Resolution to rename the Dare County Center the Virginia Tillett Center. 1/18/22 Dare County Board unanimously agreed the name should be the Virginia S. Tillett Community Center. 1/18/22 Cindy Perry appointed to fill the term of David Otte'. Lynda Hester, Cindy Perry, Reha Otte' and Sara L. Hester Smith reappointed for another term.

REVISED 06/22

VIRGINIA S. TILLET COMMUNITY CENTER ADVISORY BOARD

Nominating Committee Recommendation

September 20, 2022

Reha Otte and Flossie Tugwell, representing the Nominating Committee to the Advisory Board of the Virginia S. Tillett Community Center, would like to make the following recommendation:

We would like to recommend Jennifer Phillips to complete the one year remaining in the term of Samantha Lock.

We feel Jennifer exhibits excellent leadership skills having taught with the Dare County School System for 10 years. She is an owner and serves as manager of the Island Insurance Company in Manteo.

Jennifer currently serves on the Mount Olivet UMC Administrative Board. And has been serving on the church's leadership staff of the youth group for several years. These two volunteer positions demonstrate her willingness to be part of her community and offer her energy and leadership to its growth.



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee you are interested in:

1st Choice *

Virginia S. Tillett Community Center Advisory Board

2nd Choice

3rd Choice

Your Personal Information

Name * Jennifer Phillips

Address * PO Box 1272 / 156 Cannon Trl

City/State/Zip * Manteo, NC 27954

Email * jenn@islandinsuranceinc.com

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

252-573-0135

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

252-473-5600

Business Address 220 Hwy 64 Manteo

Occupation * owner/manager - insurance agency

Name* Reha' Ote

Business Mt. Olivet UMC

Address

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

REFERENCE #3

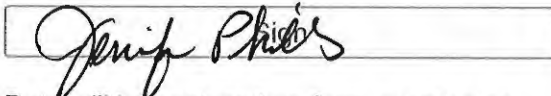
Name* Marc O'Neal

Business Pastor - Mt. Olivet UMC

Address

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

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 Date will be captured on form submission

9/17/22

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Dare County Transportation Advisory Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

November, 2022

DARE COUNTY TRANSPORTATION ADVISORY BOARD

(Four Year Term)

Due to a change in job roles, Stephanie Webb has stepped down from her position with this board. The Advisory Board recommends the appointment of Tiffanie Herring to fill the Human Services vacancy

Applications on file:

Maggie May, Jo A. Wilson-Harfst and Tiffanie Herring

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
John B. Rafferty 205 W. Kitty Hawk Road Kitty Hawk, NC 27949 678-908-6241 (Public/Business Sector)	9/26	Apptd. 9/22

Jim Tobin 6951 Pecan Lane PO Box 243 Manns Harbor, NC 27953 Jim.tobin@darenc.com 216.7732 Dare County Commissioner (Government Sector)	6/23	Apptd. 1/19
Alex Chandler 1229 Burnside Road Manteo, NC 27954 216-6058 (H) 473-3717 (W) chandleral@daretolearn.org Education Institution (Government Sector)	6/26	Apptd. 6/18, 5/22
Stephanie Webb 3808 Palmer Drive, Unit A Greenville, NC 27834 stephanie.webb@trilliumnc.org Hospital Rep (Human Services Sector)	3/26	Apptd. 3/22
Amanda Hooper 1202 9 th Ave. Kill Devil Hills, NC 27948 manda.hooper@icloud.com (Public/Business Sector)	2/25	Apptd. 2/21
Lorenzo Foster 705 Swan Street Kill Devil Hills, NC 27948 lnzo2000@gmail.com (Non-Profit)	2/25	Appt. 2/21

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 Earnest 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
John B. Rafferty appointed for Public/Business Section 9/22

REVISED 9/22

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 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: ~~(828) 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:

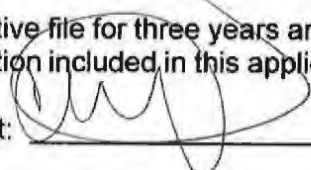
Attached

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
<u>Attached</u>			

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: 

FOR OFFICE USE ONLY:

Date received: 8/2020

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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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.

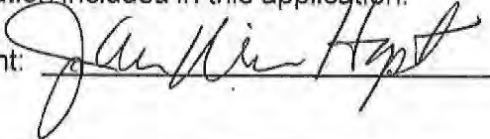
Other Boards/Committees/Commissions on which you presently serve:

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: 

FOR OFFICE USE ONLY:

Date received: 10/13/2020



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Transportation Advisory Board

2nd Choice

3rd Choice

Name Tiffanie Herring

Address 201 W 1st Street

City/State/Zip Greenville, NC 27858

Email tiffanie.herring@trilliumnc.org

Personal Phone (252)531-0015

Business Phone (252)751-7900

Business Address

Occupation Community Liaison Coordinator

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 attended community college in Pittsburgh, PA where I was raised. I moved to Greenville in 2009 to attend East Carolina University for Communication and Criminal Justice and graduated in 2012

Business and civic experience and skills I worked in the Criminal Justice field for 15 years before transitioning into the mental health field. I spent the last 6 years teaching Crisis Intervention Team Training to Law Enforcement as well as Mental Health First Aid and QPR Suicide Prevention Training.

Other boards, Committees, Commissions on which you presently serve I'm currently the Community Liaison Coordinator over Dare County with Trillium Health Resources. I am also participating in the Breaking Through Task Force in Dare County

REFERENCE #1

Name Ashley Hicks

Business Training Manager

Address 3809 Shipyard Blvd, Wilmington, NC 28403

Phone (910)789-1618

REFERENCE #2

Name Brien Lassiter
Business CIT Coordinator
Address 828 ACADEMY St S, Ahoskie, NC 27910
Phone (252)351-5585

REFERENCE #3

Name Dave Peterson
Business Head of Regional Operations
Address 201 W 1st Street Greenville, NC 27858
Phone (252)320-4385

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 10/21/2022



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.

January, 2023

Working Watermen Commission - - four 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