



COUNTY OF DARE
PO Box 1000. MANTEO. NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 03, 2023

“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** Swearing In Ceremony
- ITEM 3** Service Pins - January, 2023
- ITEM 4** Employee of the Month
- ITEM 5** Public Comments
- ITEM 6** Presentation of Fiscal Year 2022 Audit Report
- ITEM 7** Review of 2023-24 Grant Application from the Economic Improvement Council
- ITEM 8** Dare County Coastal Storm Damage Mitigation Grant Contracts
- ITEM 9** NCDOT Resolution for Airport Road Multi-Use Path
- ITEM 10** DCM Local Planning and Management Grant Program
- ITEM 11** Budget Amendment for Dare County Schools Local Current Expense
- ITEM 12** Dare County Marine Sand Search Investigation and Borrow Area Design
- ITEM 13** EMS Station 1 Capital Project Ordinance and Architect Contract Amendment
- ITEM 14** **Consent Agenda**
- 1. Approval of Minutes
 - 2. Baldwin Aviation Safety Management System Contract
 - 3. Mutual Aid Agreement for Fuel Pump Use by Outside Entities
 - 4. Tax Collector's Report
 - 5. Stumpy Point Disposal Site Modification Budget Amendment
 - 6. Budget amendment - Coronavirus Relief - Transportation
- ITEM 15** **Board Appointments**
- 1. Stumpy Point Community Center Board
 - 2. Library Board - Regional East Albemarle Regional Library
 - 3. Older Adult Services Advisory Council
 - 4. Commission for Working Watermen
 - 5. Airport Authority
 - 6. Upcoming Board Appointments
- ITEM 16** **Commissioners' Business & Manager's/Attorney's Business**
- ITEM 17** Closed Session

ADJOURN UNTIL 6:00 P.M. ON JANUARY 18, 2023



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.



Swearing In Ceremony

Description

The Oath of Office will be administered to;

Ervin Bateman, District 5

The Oath of Office is required by NCGS 153A-26 in the form prescribed in Article VI, Section 7 of the North Carolina Constitution.

Board Action Requested

None

Item Presenter

Cheryl C. Anby, Clerk to the Board



Service Pins - January, 2023

Description

Service pins for the month of January will be presented

Board Action Requested

None

Item Presenter

Robert Outten, County Manager



Employee of the Month

Description

The Employee of the Month Certification will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Comments

Description

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

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

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Presentation of Fiscal Year 2022 Audit Report

Description

Bob Taylor and Dan Morrow, audit partners with the County's audit firm, Potter & Company, and the Finance Director will present the June 30, 2022 audit and Annual Comprehensive Financial Report. Mr. Taylor and Mr. Morrow will be remote due to other audit presentations the same day.

Board Action Requested

None, report only.

Item Presenter

Bob Taylor and Dan Morrow, Potter & Company, and David Clawson, Finance Director

Dare County

2022 Annual Comprehensive Financial Report & Audit

<https://www.darenc.gov/departments/finance/annual-comprehensive-financial-reports>

Dare County 2022 ACFR

- 5 new funds to a total of 35
 - Home Health & Hospice Sale
 - Community Housing
 - American Rescue Plan
 - Opioid Settlement
 - LEOSSA Irrevocable Trust
- Report grew to 247 pages
- GASB 87 Leases
 - Operating leases no longer exist
- General Fund
 - Operating
 - Capital Investment
 - LEOSSA Activity
 - NCORR
 - HH & Hospice
 - Community Housing

Dare County 2022 ACFR

- Major funds
 - Beach Nourishment
 - Capital Projects
- Non-major
 - Special Revenue
 - C&D Landfill
 - E911
 - SS Foster Care
 - Sanitation
 - Inlet Maintenance
 - Donations
- Special Revenue – continued
 - SLFRF/AR Plan Grant
 - Deeds of Trust
 - Fines & Forfeitures
 - Representative Payee
 - Opioid Settlement
 - Coronavirus
- School Capital Projects

Dare County 2022 ACFR

- Water
 - Operations
 - Capital Reserve
 - Capital Projects
- Internal Service
 - Fleet Maintenance
 - Risk Management
- Pension & Other Trusts
 - Retiree Health Trust (OPEB)
 - LEOSSA Trust
 - Both really component units
- Fiduciary
 - General Activities
 - Library
 - Tax Pass-through
 - Inmate Banking
 - Grants Pass-through
 - Government Access

Dare County 2022 ACFR – GASB 87 Leases

- Was: debit expense & credit cash out
- Now:
 - DR capital outlay
 - CR other financing source
 - DR leased asset
 - CR lease liability
 - DR debt service lease liability
 - DR debt service interest
 - DR expense
 - DR depreciation
 - CR accumulated depreciation
 - CR cash payment out

What Happened - Revenues

Fiscal Year	Occupancy Tax	Local Sales Tax	State-wide Sales Tax	Local Land Transfer Tax	Taxable Retail Sales in Billions
2013	1.09%	4.63%	2.85%	(1.40%)	\$1.191
2014	5.29%	1.70%	5.26%	9.13%	\$1.215
2015	2.71%	5.28%	9.93%	21.20%	\$1.279
2016	5.01%	6.37%	5.87%	2.76%	\$1.352
2017	8.36%	6.14%	4.63%	4.11%	\$1.484
2018	5.21%	3.41%	5.66%	7.40%	\$1.551
2019	3.27%	3.28%	6.22%	4.86%	\$1.599
2020	(4.82)%	(0.17)%	3.94%	0.47%	\$1.561
2021	50.27%	30.39%	16.32%	126.43%	\$2.055
2022	7.53%	10.81%	13.24%	4.75%	\$2.312

What Happened?

- Governmental debt down to 0.73% of assessed property value
- General Fund (consolidated) unassigned fund balance = 34.53% of #10 fund (General Operating) revenues
- General Fund (consolidated) available fund balance = \$60,937,130
- Six beach nourishment projects financed and started
- Education local current expense highest county in the State 19 of the last 20 years

What Happened?

- Water System automated meter system:
 - Roanoke Island, Hatteras Island, & Colington complete
 - Duck 30% complete
 - Southern Shores 40% complete
 - Kitty Hawk 60% complete
- Financial reporting Certificate of Achievement from GFOA for 31st year
- Clean audit opinion
- No grant findings & no grant questioned costs

What Happened?

- Major federal programs tested
 - WIC
 - Coronavirus State & Local Fiscal Recovery (AR Plan)
- Major State programs tested
 - NC DEQ grant for Buxton beach nourishment
- Board eliminated the LEOSSA liability
- Board contributed an additional \$1 million to the OPEB trust fund
- County reduced net OPEB liability by \$54 million or 31%

Governmental Fund Balances \$192 million

Fund	Type	\$192,145,845	\$74 million =
General	General operating	\$59,678,799	\$2.2m of PO's at fye
Beach Nourishment	Major SR	\$39,674,703	
Capital Projects	Major CP	\$31,043,921	Unspent debt proceeds
Capital Investment	General	\$24,381,363	\$2.3m of PO's at fye
Inlet Maintenance	Nonmajor SR	\$15,491,108	\$15m forgivable loan
Community Housing	General	\$10,500,000	Project set aside
C&D and Sanitation	Nonmajor SR	\$4,306,801	\$687k of PO's at FYE
Home Health & Hospice	General	\$2,748,486	\$2.458m tbd
SS Foster Care & C19	Nonmajor SR	\$2,228,192	C19 closeout tbd
All others		\$2,092,472	Unspent capital

General Fund (Operating fund = #10)

Beginning FB			\$52,346,667	
	Revenues & other sources	\$118,973,555		
	Expenditures	(\$89,926,924)		Lower from \$7.2m SLFRF grant
	Capital investment	(\$10,425,000)		
	Inlet Maint. & LEOSSA	(\$350,000)		
	Community Housing	(\$10,500,000)		LITHC project
	Irrevocable trusts	(\$1,545,130)		LEOSSA & OPEB
	Net for the year		\$7,332,132	
Ending FB			\$59,678,799	

General Fund #10

- Revenues \$6,742,140 over budget
- Property tax base growth of 1%
- A39 sales tax up 10.81%
- A40 sales tax up 13.24%
- Occupancy tax up 7.53%
- ABC profits
- Register of Deeds and building permits
- Negative investment earnings from unrealized GASB 31 loss

General Fund #10

- Expenditures \$11,931,666 under budget
- Salaries & fringes \$5,123,539 under
- Turnover
 - Health 34%
 - Facilities Maint. 32%
 - Pub Works 19%
 - Detention 18%
 - Communications 15%
 - Sheriff 10%
 - DSS 9%

General Fund #10

- Expenditures \$11,931,666 under budget
- \$2.2 million of unfulfilled purchase orders at FYE
- \$2.4 million operating expenses
 - \$952k Human Services
 - \$151k Contingency & indirect costs
 - \$145k EMS
 - \$117k Parks & Recreation
- \$1.3 million Education indirect costs
 - School nurses & resources officers

To Watch

- C&D Landfill budget and fund balance
 - Must continue to increase for closure costs
- Sanitation Fund
 - As in 2023 budget, will continue to need incremental tax increases
 - Added \$190k of fund balance but \$687k of trucks not delivered
- Water Fund
 - Page 197 – GASB 87 Leases had effects from revenue side
 - Nonoperating income became operating income
 - Salary study costs will pressure modeled water rate increases

The Report

- Letter of Transmittal p. 2
- MD&A p. 15
- Water p. 38 & 172 & 197
- Component Units p. 44
- Footnotes p. 47
- General Fund p. 126
- Irrevocable Trusts p. 184
- Statistical Section p. 200
- Grants p. 224 & 233



Review of 2023-24 Grant Application from the Economic Improvement Council

Description

The Economic Improvement Council (EIC) will present their 2023-24 Community Services Block Grant Program (CSBG) application for funding to the Board of Commissioners for review. This federal grant is designed to help support a wide range of community-based activities to reduce poverty. These include activities to help low-income individuals and families secure and retain meaningful employment; adequate education; obtain adequate housing and other community services.

Application may be found on the Dare County website where the packet is posted.

Board Action Requested

None - Information for review by Commissioners, any comments to be provided and Clerk to return acknowledgement to EIC

Item Presenter

Robert Outten, County Manager

North Carolina Department of Health and Human Services

Division of Social Services



Community Services Block Grant Program

Fiscal Year 2023-24 Application for Funding

Project Period July 1, 2023– June 30, 2024

Application Due Date: **January 13, 2023**

Agency Information			
Agency:	Economic Improvement Council, Inc.		
Agency:	Economic Improvement Council, Inc.		
Federal I.D.	560857026		
DUNS Number:	081423030		
Administrative Office Address:	712 Virginia Road, Edenton, NC 27932		
Mailing Address (include the 4-digit zip code extension):	Post Office Box 549 Edenton, NC 27932		
Telephone Number:	(252) 482-4458		
Fax Number:	(252) 482-8227		
Proposed Funding:	CSBG: \$ 323,101	Additional Resources: \$ 20,830,358	Agency Total Budget: \$ 21,153,459
Application Period:	Beginning: July 1, 2023	Ending: June 30, 2024	
Board Chairperson:	Dr. William Sawyer		
Board Chairperson's Address: (where communications should be sent)	533 North Trotman Road Camden, NC 27921		
Board Chairperson's Term of Office (enter beginning and end dates):	07/2022 – 07/2027		
Executive Director:	Dr. Landon B. Mason, Sr.		
Executive Director Email Address:	Dr.Landon.Mason@eicca.org		
Agency Fiscal Officer:	Ms. Jose Faye Taylor		
Fiscal Officer Email Address:	jose.taylor@eicca.org		
CSBG Program Director:	Mrs. Reta Blair		
CSBG Program Director Email Address:	reta.blair@eicca.org		
Counties Served with CSBG funds:	Camden, Chowan, Currituck, Dare, Gates, Hyde, Perquimans, Pasquotank, Tyrrell, Washington		
Agency Operational Fiscal Year:	July - June		

North Carolina Department of Health and Human Services
Office of Economic Opportunity –
2420 Mail Service Center / Raleigh, North Carolina 27699-2420

Proposed Funding

CSBG: \$323,101

Additional Resources: \$20,830,358

Agency Total Budget: \$21,153,459



Dare County Coastal Storm Damage Mitigation Grant Contracts

Description

Dare County was awarded three (3) grants from NCDEQ to address Coastal Storm Damage Mitigation efforts in the "Towns", Avon, and Buxton in the form of beach nourishment. The funds from each grant received will be put towards its respective project to help offset some of the expenses that were incurred during the project.

The dollar amount on the Avon contract will be reduced down from \$5,576,639 to \$4,714,231.60. This reduction more accurately reflects the eligible expenses incurred during the Avon project.

Board Action Requested

Approve the contracts from NCDEQ and authorize the County Manager to sign each contract.

Item Presenter

Dustin Peele - Project and Procurement Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'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 **DARE COUNTY** (the "Grantee"¹). The funding was provided as addressed in Session Law 2021-180 (Senate Bill 105) Section 5.9.(a)(6) to the Coastal Storm Mitigation Fund for award.

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 Grantee 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. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line-item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)

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.
4. **Contract Period.** This Agreement shall be effective from **Date of Last Signature** to **December 31, 2024**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan, or services as described in the Award Proposal (Attachment C), 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 purposes for which they were awarded, as described more fully in the attached Contract Documents.

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

- c. Comply with the requirements of North Carolina Administrative Code [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.
- d. Comply with the applicable provisions of the Notice of Certain Reporting and Audit Requirements (**Attachment D**).
- e. 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, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. 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.
- g. 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.
- h. Ensure that the terms, conditions, restrictions, and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions, and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee 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 North Carolina [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 Grantee 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 Grantee under this Agreement shall not exceed **ONE MILLION DOLLARS (\$1,000,000)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Receipts	Coastal Storm Damage Mitigation Fund	

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$1,000,000	1602	536990	2997

Grantee Matching Information:

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

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

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

	In-Kind	\$1,000,000
X	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

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

Based on the figures above, the total contract amount is \$2,000,000.

- 9. **Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
 - a. The Grantee 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 Grantee 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 C.
- 10. **Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. **Availability of Funds.** The Grantee 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 Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13. **Supplantation of Expenditure of Public Funds.** The Grantee 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 Grantee 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.

Grantee Contract Administrator	Department's Contract Administrator
Bobby Outten Dare County P.O. Box 100 Manteo, NC 27954 Telephone: 252-475-5811 Fax: 252-473-1817 Email: Outten@darenc.com	Kevin Hart Division of Water Resources 1617 Mail Service Center Raleigh, NC 27699-1617 Telephone: 919-707-3607 Fax: Email: kevin.hart@ncdenr.gov

15. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
16. **Procurement.** The Grantee 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 Grantee shall be contracted without prior written approval from the Department.
 - b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to North Carolina [G.S. 143-133.3](#), [G.S. 143-59.1](#), [G.S. 143-59.2](#) or [G.S. 147-86.60](#).
17. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee represents that it and each of its 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.

DARE COUNTY

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

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."

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

Administered by: N.C. Department of Environmental Quality (DEQ), Division of Water Resources (DWR), 1611 Mail Service Center, Raleigh, N.C., 27699-1611. Contact Kevin Hart at Kevin.Hart@ncdenr.gov or (919) 707-3607.

EQ

Who is Eligible: Unit of local government

Application Deadlines: Complete Applications must be sent via email to Kevin.Hart@ncdenr.gov on or before 5:00PM on July 8, 2022. Applications are not considered accepted until applicants receive confirmation of receipt.

Funding Source/Documents: [G.S. 143-215.73M](#); [S.L. 2021-180](#)

Eligible Purposes and Cost-Share Percentages: Session Law 2021-180 allocated \$18,000,000 to DWR's Coastal Storm Damage Mitigation Fund to be used to provide grants to units of local government during the 2021-2023 fiscal biennium. Per [G.S. 143-215.73M](#), any project funded by revenue from the Fund must be cost-shared with non-State dollars on a basis of at least one non-State dollar for every one dollar from the fund. Per [G.S. 143-215.73M](#) the Fund may only 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.

Ineligible Costs: The following costs will not be paid with State Coastal Storm Damage Mitigation funds nor used to provide the local share:

- Indirect or overhead costs of the municipality, such as rent, telephone service, and general administrative support.
- Salaries and other expenses of elected officials, whether incurred for purposes of project direction, execution, or legislation.
- Costs incurred for fines, penalties, legal fees, or litigation costs (including but not limited to litigation of a permit, penalty, enforcement action, or contract dispute).
- Any activities related to a terminal groin and its accompanying beach fill project permitted pursuant to G.S. 113A-115.1 ([S.L. 2011-387](#)).
- Projects currently in a legal or permit appeal process are ineligible for funds from the Coastal Storm Damage Mitigation Fund.

Additional Requirements:

Applicants may submit applications for more than one project but must submit a separate (and complete) application for each project.

Application Submittal:

[Application Spreadsheet \(MS Excel\)](#) - Applications must be completed and returned via email to Kevin Hart at Kevin.Hart@ncdenr.gov.

Conflict of Interest Policy – Project Sponsors must provide the local government's conflict of

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

interest policy. An example of a Conflict of Interest policy can be found on the WRDGP website. This policy shall be on the Project Sponsor's letterhead.

All Conflict of Interest Policies must:

- 1) apply to management employees and members of its board of directors or other governing body.
- 2) apply to any grants involving State funds.
- 3) address situations in which individuals in #1 may directly or indirectly benefit from the disbursement of State funds (excluding any benefit they receive by virtue of their position as a disburser of the grant).
- 4) include actions to be taken by the grantee or individual to avoid conflicts of interest and the appearance of impropriety.
- 5) be filed with the State prior to grant fund disbursement.

No Conflict of Interest Certification – DWR may require an applicant to provide certification that it complies with the requirements and prohibitions set forth in NCGS § 14-234, has and complies with its own duly executed conflict of interest policy, and has conducted a reasonable inquiry and concluded that it does not have any actual or apparent conflict of interest with respect to the project for which it has applied.

Project Maps –The applicant must submit a map or maps showing, at minimum, the following information relevant to the proposed project:

1. project site plan and borrow area locations;
2. upland ownership of property, indicating federal, State, local, or private ownership;
3. approximate location of Mean High Water; and the first line of stable and natural vegetation (FLSNV), the Static Vegetation Line (if applicable), or Development Line (if applicable) and the long-term oceanfront erosion rates as determined by the NC Division of Coastal Management.

Engineering Studies and Post-Project Monitoring

The applicant must submit engineering studies that have been completed for the project and plans for standardized pre- and post-project monitoring.

Beach Nourishment Permit Application or Copy of Approved Permit

The applicant must include in its application all permit applications and issued permits that relate to the project. The applicant has an ongoing obligation to provide to DWR copies of permit applications and issued permits as promptly as possible.

Additional Information

DWR may request and the applicant may submit additional information, including but not limited to letters of support, discussion of relevant nearby projects, studies, inventories, analysis, or planning documents related to the proposed project. Relevant information will be considered as part of the funding review process.

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

Note: It is the applicant's responsibility to ensure the application submitted to DWR is accurate and complete. Erroneous or incomplete information in an application may prevent a project from being recommended for grant funding and may delay processing of contracts and funds for approved projects.

Funding Selection Criteria

All applications will be evaluated to determine if the proposed beach nourishment activity meets the minimum requirements and then ranked on a relative basis according to the six funding selection criteria listed below. Each element of the funding selection criteria is rated using the following numerical evaluation to assess the degree that the application meets the criteria:

High - 5 points

Medium - 3 points

Low - 1 point

Does not meet criteria (a resource or factor is present, but the proposal has been evaluated as having no value or not having the intended benefit) - 0 points

The funding selection criteria are as follows:

1. Environmental Benefits/ Mitigation Measures

- Improves the ecological function of the beach and dune system.
- Restores degraded dune habitat.
- Restores habitat used by threatened or endangered species.
- Project is designed to avoid significant adverse impacts to threatened and endangered species and fish, shellfish & wildlife resources.

2. Social Benefits

- Protects existing or historic public recreation areas.
- Improves the public accessibility to the beach.
- Provides or enhances full and complete public access.

3. Economic Benefits

- Protects public property or infrastructure, or historic or culturally significant structures.
- Protects economically important land uses.
- Reduces potential storm damage to private property.

4. Expected useful life of project

- Anticipated life expectancy of project benefits.
- Time to complete project and time required for stabilization of beach in years.
- Longevity of previous nourishment projects.
- Project has a long-term nourishment plan in place.

5. Financial Resources

- Availability of funds to complete the project

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

6. Project Efficiency

- Incorporates project efficiencies through regional planning at the County level or through the involvement and cooperation of two or more local governments
- Incorporates the beneficial use of clean, beach quality dredged material from the navigation channels within the nearshore, beach or inlet shoal system.
- Readiness to proceed based on the project phase, status of the permit, local funding source, construction easements, and construction schedule.

Post Grant Funding Award

After DWR issues the applicant an award notice, the applicant must enter into a grant contract with DEQ for DEQ to begin distributing grant funds. Any changes to the scope of the project or project budget after submission of a grant application will require the written approval of the DWR Grant Administrator and will likely require a DEQ contract amendment. In seeking DWR 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 and may result in additional reductions to funding.

In order to execute a contract the applicant will need to submit an application with the awarded amount, a request for appropriations form, and an official resolution.

The official Resolution shall state the amount of state aid requested and accept the applicant's responsibilities. The resolution shall be signed by a representative of the project sponsor with signatory authority. The resolution shall include the following commitments:

1. Assuming full obligation for payment of the balance of project costs.
2. Obtaining all necessary state and federal environmental permits.
3. Complying with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervising construction of the project to assure compliance with permit conditions and to assure safe and proper construction in accordance with approved plans and specifications.
5. Obtaining appropriate easements, rights-of-way or suitable spoil disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
6. Assuring that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Holding the state harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accepting responsibility for operation and long-term maintenance of the completed project.

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.

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

State funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly. Unexpended State funds shall be returned to the State in accordance with law. State funds may not be used to reimburse a grantee for a project that has been or will be fully reimbursed with federal funds. If a project receives State funds and subsequently receives federal funds, 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 municipality receiving federal reimbursement.

Project Sponsor Obligation – Environmental Permitting

The applicant/grantee is responsible for complying with applicable federal and State laws, including obtaining and complying with all applicable permits.

Contract Duration & Extension Requests

Grant contracts for funds appropriated under Session Law 2021-180 will have a term of two years. Grantees may request a one-year extension. 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 Kevin Hart at Kevin.Hart@ncdenr.gov. Extension requests that are approved by DWR require a grant contract modification.

Payments

Payments will be made on a quarterly basis based on expenditures. To receive payment, a letter that includes the contract number and requested payment must be submitted to Kevin Hart at Kevin.Hart@ncdenr.gov.

Project Close-Out

The grantee shall notify the DWR Grant Administrator upon project completion and provide DWR with the most recent set of permits, as-built/record, post-surveys in Adobe PDF format prior to the project close-out.

The DWR Grant Administrator may schedule a close-out inspection of the completed project with a representative of the grantee. This inspection will verify that the project was implemented in accordance with the information provided in the grant application, along with the approved plans and specifications.



Coastal Storm Damage Mitigation Application FY 2021-2022

North Carolina Department of Environmental Quality
Division of Water Resources

Contact Kevin Hart at Kevin.Hart@ncdenr.gov

or (919) 707-3607

1. Project Name	NORTHERN DARE COUNTY MULTI-TOWN BEACH NOURISHMENT
------------------------	--

2a. Primary Contact or Project Manager			
Name	Bobby Outten		
Title	County Manager		
Organization Name	Dare County		
Organization Tax ID Number	56-6000293		
E-mail address	outten@darenc.com		
Mailing Address	PO Box 1000		
City	State	Zip	
Manteo	North Carolina	27954	
Telephone	Fax Number		
252-475-5811	252-473-1817		

2b. Execution Address (where contract will be mailed for signature) - Write "same as above" if it is the Primary Contact information in 2a.			
Name	Same As Above		
Title			
Organization Name			
E-mail Address			
Mailing Address			
City	State	Zip	
Telephone	Fax Number		

2c. Payment Address (where invoice payments will be mailed) - Write "same as above" if it is the Primary Contact information in 2a.			
Name	Same As Above		
Title			
Organization Name			
E-mail Address			
Mailing Address			
City	State	Zip	
Telephone	Fax Number		

3. Project Description - Provide a short summary of the project
PLEASE SEE ADDITIONAL INFORMATION ATTACHED



Coastal Storm Damage Mitigation Application FY 2021-2022

North Carolina Department of Environmental Quality
Division of Water Resources

Contact Kevin Hart at Kevin.Hart@ncdenr.gov

or (919) 707-3607

4. Project Scope – Description of the project scope (i.e. Project limits, quantity of fill, borrow sites, expected design life of project)

PLEASE SEE ADDITIONAL INFORMATION ATTACHED

5. Anticipated / Proposed Project Construction Schedule

Time Period	% of Project Completed in Window *** 0% is OK for any Time Period *** *** Column Should Total 100% ***	Activities (List specific quantifiable outputs or activities that will be achieved during each quarter)
July-Sept 2022	0.0%	No Activities
Oct-Dec 2022	0.0%	No Activities
Jan-Mar 2023	5.0%	Phase 1 Desktop Analysis, Project Planning, Securing G&G Permits for Offshore Sand Resource Investigations
Apr-June 2023	17.5%	Phase 2 Reconnaissance Survey Mobilization and Geophysical Data Acquisition and Analysis
July-Sept 2023	17.5%	Phase 2 Reconnaissance Survey Geophysical Data Analysis and Geotechnical (Vibracores) Collection and Analysis
Oct-Dec 2023	10.0%	Phase 2 Reconnaissance Survey Data Analysis
Jan-Mar 2024	5.0%	Phase 3 Design Level Survey Planning
April-June 2024	25.0%	Phase 3 Design Level Survey Mobilization and Geophysical Data Acquisition and Analysis
July-Sept 2024	20.0%	Phase 3 Design Level Survey Geotechnical (Vibracores) Collection and Analysis and Final Borrow Area Design.

6. On what date will work begin? "Work" includes administration, design, permitting, etc.	1/2/2023	On what date will work be complete?	12/31/2024
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7. Project Location: Important to submit as completely as possible, especially the Lat/Long coordinates

Project Location	Town of Duck / Town of Southern Shores / Town of Kitty Hawk / Town of Kill Devil Hills		
County Name	Dare County		
Beach/Inlet/Channel/Waterbody Name	Beaches of Duck / Southern Shores / Kitty Hawk / Kill Devil Hills		
Position coordinates of project location	Latitude	36° 11' 49.38" N (Duck), 36° 07'24.03"N (So. Shores), 36° 3'50.82"N (Kitty Hawk), 36° 1'51.99"N (KDH)	
	Longitude	75° 45' 23.66"W (Duck), 75°43'23.46"W (So. Shores), 75°41'20.82"W (Kitty Hawk), 75°39'57.70"W (KDH)	
Anticipated Total Material Added to the Beach in Cubic Yards	2,315,000 cubic yards		



Coastal Storm Damage Mitigation Application FY 2021-2022

North Carolina Department of Environmental Quality
Division of Water Resources

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8. A description and location of the borrow source for the project.

PLEASE SEE ADDITIONAL INFORMATION ATTACHED

9. The applicant should review the "Application Review" section in the "Coastal Storm Damage Mitigation Guidelines" for more information on considerations for each category. Please provide your answers below for each category:

Environmental Benefits/Mitigation Measures

PLEASE SEE ADDITIONAL INFORMATION ATTACHED

Social Benefits

PLEASE SEE ADDITIONAL INFORMATION ATTACHED

Economic Benefits

PLEASE SEE ADDITIONAL INFORMATION ATTACHED

Expected Useful Life of the Project

PLEASE SEE ADDITIONAL INFORMATION ATTACHED

Financial Resources (i.e. A description of the source and availability of all local, state, and federal funds for the project)

PLEASE SEE ADDITIONAL INFORMATION ATTACHED

Project Efficiency (i.e. incorporates regional planning, incorporates beneficial use, and readiness to proceed)

PLEASE SEE ADDITIONAL INFORMATION ATTACHED



Coastal Storm Damage Mitigation Application FY 2021-2022

North Carolina Department of Environmental Quality
Division of Water Resources

Contact Kevin Hart at Kevin.Hart@ncdenr.gov

or (919) 707-3607

10. Budget Detail:							
		State Contribution (DWR)	Local / Municipal Match	Non- Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total
Administration							
Cash						\$0.00	\$0.00
In-kind						\$0.00	\$0.00
Design							
Cash		\$192,500.00	\$192,500.00	\$0.00	\$0.00	\$192,500.00	\$385,000.00
In-kind						\$0.00	\$0.00
Permitting							
Cash		\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	\$15,000.00
In-kind						\$0.00	\$0.00
Survey							
Cash		\$800,000.00	\$800,000.00	\$0.00	\$0.00	\$800,000.00	\$1,600,000.00
In-kind						\$0.00	\$0.00
Construction Oversight							
Cash						\$0.00	\$0.00
In-kind						\$0.00	\$0.00
Construction							
Cash						\$0.00	\$0.00
In-kind						\$0.00	\$0.00
Construction Materials							
Cash						\$0.00	\$0.00
In-kind						\$0.00	\$0.00
Land							
Cash						\$0.00	\$0.00
In-kind						\$0.00	\$0.00
Cash Sub-total		\$1,000,000.00	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00	\$2,000,000.00
In-kind Sub-total			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$1,000,000.00	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00	\$2,000,000.00
DWR Total =		\$1,000,000.00					
DWR Match % =		50.00%					
Local + Non-Fed Total =			\$1,000,000.00				
Local + Non-Fed Match % =			50.00%				
Non-Federal % =						100.00%	
Federal % =						0.00%	



NORTH CAROLINA
Environmental Quality

DEQ CONTRACT CW33838
ATTACHMENT C

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



North Carolina Department of Environmental Quality | Division of Water Resources
512 N. Salisbury Street | Raleigh, North Carolina 27699-1617
919-707-9000

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.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'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 **DARE COUNTY** (the "Grantee"¹). The funding was provided as addressed in Session Law 2021-180 (Senate Bill 105) Section 5.9.(a)(6) to the Coastal Storm Mitigation Fund for award.

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 Grantee 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. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line-item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)

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.
4. **Contract Period.** This Agreement shall be effective from **Date of Last Signature** to **December 31, 2024**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan, or services as described in the Award Proposal (Attachment C), 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 purposes for which they were awarded, as described more fully in the attached Contract Documents.

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

**GRANT CONTRACT NO. CW33867
AVON VILLAGE BEACH NOURISHMENT PROJECT/DARE COUNTY**

- c. Comply with the requirements of North Carolina Administrative Code 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.
 - d. Comply with the applicable provisions of the Notice of Certain Reporting and Audit Requirements (**Attachment D**).
 - e. 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, or (ii) until all audit exceptions have been resolved, whichever is longer.
 - f. 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.
 - g. 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.
 - h. Ensure that the terms, conditions, restrictions, and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
 - i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions, and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee 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 North Carolina 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 Grantee 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 Grantee under this Agreement shall not exceed **FIVE MILLION FIVE HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED THIRTY-NINE DOLLARS (\$5,576,639)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Receipt	Coastal Storm Damage Mitigation Fund	

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$5,576,639	1602	536990	2997

**GRANT CONTRACT NO. CW33867
AVON VILLAGE BEACH NOURISHMENT PROJECT/DARE COUNTY**

Grantee Matching Information:

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

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

- c. The Grantee's matching requirement is **\$5,576,639**, which shall consist of:

	In-Kind	\$
X	Cash	\$5,576,639
	Cash and In-Kind	\$
	Other / Specify:	\$

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

Based on the figures above, the total contract amount is **\$11,153,278**.

- 9. **Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
 - a. The Grantee 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 Grantee 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 C.
- 10. **Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. **Availability of Funds.** The Grantee 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 Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13. **Supplantation of Expenditure of Public Funds.** The Grantee 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 Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

GRANT CONTRACT NO. CW33867
AVON VILLAGE BEACH NOURISHMENT PROJECT/DARE COUNTY

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.

Grantee Contract Administrator	Department's Contract Administrator
Dustin Peele Dare County P.O. Box 1000 Manteo, NC 27954 Telephone: 252-475-5628 Fax: Email: dustin.peele@darenc.com	Kevin Hart Division of Water Resources 1617 Mail Service Center Raleigh, NC 27699-1617 Telephone: 919-707-3607 Fax: Email: kevin.hart@ncdenr.gov

15. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
16. **Procurement.** The Grantee 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 Grantee shall be contracted without prior written approval from the Department.
 - b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to North Carolina [G.S. 143-133.3](#), [G.S. 143-59.1](#), [G.S. 143-59.2](#) or [G.S. 147-86.60](#).
17. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee 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.

GRANT CONTRACT NO. CW33867
AVON VILLAGE BEACH NOURISHMENT PROJECT/DARE COUNTY

In accordance with the above laws and their implementing regulations, the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee represents that it and each of its 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.

GRANT CONTRACT NO. CW33867
AVON VILLAGE BEACH NOURISHMENT PROJECT/DARE COUNTY

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.

DARE COUNTY

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

**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."

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

Administered by: N.C. Department of Environmental Quality (DEQ), Division of Water Resources (DWR), 1611 Mail Service Center, Raleigh, N.C., 27699-1611. Contact Kevin Hart at Kevin.Hart@ncdenr.gov or (919) 707-3607.

Who is Eligible: Unit of local government

Application Deadlines: Complete Applications must be sent via email to Kevin.Hart@ncdenr.gov on or before 5:00PM on July 8, 2022. Applications are not considered accepted until applicants receive confirmation of receipt.

Funding Source/Documents: [G.S. 143-215.73M](#); [S.L. 2021-180](#)

Eligible Purposes and Cost-Share Percentages: Session Law 2021-180 allocated \$18,000,000 to DWR's Coastal Storm Damage Mitigation Fund to be used to provide grants to units of local government during the 2021-2023 fiscal biennium. Per [G.S. 143-215.73M](#), any project funded by revenue from the Fund must be cost-shared with non-State dollars on a basis of at least one non-State dollar for every one dollar from the fund. Per [G.S. 143-215.73M](#) the Fund may only 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.

Ineligible Costs: The following costs will not be paid with State Coastal Storm Damage Mitigation funds nor used to provide the local share:

- Indirect or overhead costs of the municipality, such as rent, telephone service, and general administrative support.
- Salaries and other expenses of elected officials, whether incurred for purposes of project direction, execution, or legislation.
- Costs incurred for fines, penalties, legal fees, or litigation costs (including but not limited to litigation of a permit, penalty, enforcement action, or contract dispute).
- Any activities related to a terminal groin and its accompanying beach fill project permitted pursuant to G.S. 113A-115.1 ([S.L. 2011-387](#)).
- Projects currently in a legal or permit appeal process are ineligible for funds from the Coastal Storm Damage Mitigation Fund.

Additional Requirements:

Applicants may submit applications for more than one project but must submit a separate (and complete) application for each project.

Application Submittal:

[Application Spreadsheet \(MS Excel\)](#) - Applications must be completed and returned via email to Kevin Hart at Kevin.Hart@ncdenr.gov.

Conflict of Interest Policy – Project Sponsors must provide the local government's conflict of

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

interest policy. An example of a Conflict of Interest policy can be found on the WRDGP website. This policy shall be on the Project Sponsor's letterhead.

All Conflict of Interest Policies must:

- 1) apply to management employees and members of its board of directors or other governing body.
- 2) apply to any grants involving State funds.
- 3) address situations in which individuals in #1 may directly or indirectly benefit from the disbursement of State funds (excluding any benefit they receive by virtue of their position as a disburser of the grant).
- 4) include actions to be taken by the grantee or individual to avoid conflicts of interest and the appearance of impropriety.
- 5) be filed with the State prior to grant fund disbursement.

No Conflict of Interest Certification – DWR may require an applicant to provide certification that it complies with the requirements and prohibitions set forth in NCGS § 14-234, has and complies with its own duly executed conflict of interest policy, and has conducted a reasonable inquiry and concluded that it does not have any actual or apparent conflict of interest with respect to the project for which it has applied.

Project Maps –The applicant must submit a map or maps showing, at minimum, the following information relevant to the proposed project:

1. project site plan and borrow area locations;
2. upland ownership of property, indicating federal, State, local, or private ownership;
3. approximate location of Mean High Water; and the first line of stable and natural vegetation (FLSNV), the Static Vegetation Line (if applicable), or Development Line (if applicable) and the long-term oceanfront erosion rates as determined by the NC Division of Coastal Management.

Engineering Studies and Post-Project Monitoring

The applicant must submit engineering studies that have been completed for the project and plans for standardized pre- and post-project monitoring.

Beach Nourishment Permit Application or Copy of Approved Permit

The applicant must include in its application all permit applications and issued permits that relate to the project. The applicant has an ongoing obligation to provide to DWR copies of permit applications and issued permits as promptly as possible.

Additional Information

DWR may request and the applicant may submit additional information, including but not limited to letters of support, discussion of relevant nearby projects, studies, inventories, analysis, or planning documents related to the proposed project. Relevant information will be considered as part of the funding review process.

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

Note: It is the applicant's responsibility to ensure the application submitted to DWR is accurate and complete. Erroneous or incomplete information in an application may prevent a project from being recommended for grant funding and may delay processing of contracts and funds for approved projects.

Funding Selection Criteria

All applications will be evaluated to determine if the proposed beach nourishment activity meets the minimum requirements and then ranked on a relative basis according to the six funding selection criteria listed below. Each element of the funding selection criteria is rated using the following numerical evaluation to assess the degree that the application meets the criteria:

High - 5 points

Medium - 3 points

Low - 1 point

Does not meet criteria (a resource or factor is present, but the proposal has been evaluated as having no value or not having the intended benefit) - 0 points

The funding selection criteria are as follows:

1. Environmental Benefits/ Mitigation Measures

- Improves the ecological function of the beach and dune system.
- Restores degraded dune habitat.
- Restores habitat used by threatened or endangered species.
- Project is designed to avoid significant adverse impacts to threatened and endangered species and fish, shellfish & wildlife resources.

2. Social Benefits

- Protects existing or historic public recreation areas.
- Improves the public accessibility to the beach.
- Provides or enhances full and complete public access.

3. Economic Benefits

- Protects public property or infrastructure, or historic or culturally significant structures.
- Protects economically important land uses.
- Reduces potential storm damage to private property.

4. Expected useful life of project

- Anticipated life expectancy of project benefits.
- Time to complete project and time required for stabilization of beach in years.
- Longevity of previous nourishment projects.
- Project has a long-term nourishment plan in place.

5. Financial Resources

- Availability of funds to complete the project

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

6. Project Efficiency

- Incorporates project efficiencies through regional planning at the County level or through the involvement and cooperation of two or more local governments
- Incorporates the beneficial use of clean, beach quality dredged material from the navigation channels within the nearshore, beach or inlet shoal system.
- Readiness to proceed based on the project phase, status of the permit, local funding source, construction easements, and construction schedule.

Post Grant Funding Award

After DWR issues the applicant an award notice, the applicant must enter into a grant contract with DEQ for DEQ to begin distributing grant funds. Any changes to the scope of the project or project budget after submission of a grant application will require the written approval of the DWR Grant Administrator and will likely require a DEQ contract amendment. In seeking DWR 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 and may result in additional reductions to funding.

In order to execute a contract the applicant will need to submit an application with the awarded amount, a request for appropriations form, and an official resolution.

The official Resolution shall state the amount of state aid requested and accept the applicant's responsibilities. The resolution shall be signed by a representative of the project sponsor with signatory authority. The resolution shall include the following commitments:

1. Assuming full obligation for payment of the balance of project costs.
2. Obtaining all necessary state and federal environmental permits.
3. Complying with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervising construction of the project to assure compliance with permit conditions and to assure safe and proper construction in accordance with approved plans and specifications.
5. Obtaining appropriate easements, rights-of-way or suitable spoil disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
6. Assuring that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Holding the state harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accepting responsibility for operation and long-term maintenance of the completed project.

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.

Coastal Storm Damage Mitigation Fund Guidelines

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State funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly. Unexpended State funds shall be returned to the State in accordance with law. State funds may not be used to reimburse a grantee for a project that has been or will be fully reimbursed with federal funds. If a project receives State funds and subsequently receives federal funds, 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 municipality receiving federal reimbursement.

Project Sponsor Obligation – Environmental Permitting

The applicant/grantee is responsible for complying with applicable federal and State laws, including obtaining and complying with all applicable permits.

Contract Duration & Extension Requests

Grant contracts for funds appropriated under Session Law 2021-180 will have a term of two years. Grantees may request a one-year extension. 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 Kevin Hart at Kevin.Hart@ncdenr.gov. Extension requests that are approved by DWR require a grant contract modification.

Payments

Payments will be made on a quarterly basis based on expenditures. To receive payment, a letter that includes the contract number and requested payment must be submitted to Kevin Hart at Kevin.Hart@ncdenr.gov.

Project Close-Out

The grantee shall notify the DWR Grant Administrator upon project completion and provide DWR with the most recent set of permits, as-built/record, post-surveys in Adobe PDF format prior to the project close-out.

The DWR Grant Administrator may schedule a close-out inspection of the completed project with a representative of the grantee. This inspection will verify that the project was implemented in accordance with the information provided in the grant application, along with the approved plans and specifications.



Coastal Storm Damage Mitigation Application FY 2021-2022

North Carolina Department of Environmental Quality
Division of Water Resources

Contact Kevin Hart at Kevin.Hart@ncdenr.gov

or (919) 707-3607

1. Project Name	Avon Village Beach Nourishment, Dare County, NC
2a. Primary Contact or Project Manager	
Name	Dustin Peele
Title	Dare County Project and Procurement Manager
Organization Name	Dare County
Organization Tax ID Number	56-6000293
E-mail address	dustin.peele@darenc.com
Mailing Address	954 Marshall C Collins Drive
City	Manteo
State	NC
Zip	27954
Telephone	252-475-5891
Fax Number	
2b. Execution Address (where contract will be mailed for signature) - Write "same as above" if it is the Primary Contact information in 2a.	
Name	same as above
Title	
Organization Name	
E-mail Address	
Mailing Address	
City	
State	
Zip	
Telephone	
Fax Number	
2c. Payment Address (where invoice payments will be mailed) - Write "same as above" if it is the Primary Contact information in 2a.	
Name	same as above
Title	
Organization Name	
E-mail Address	
Mailing Address	
City	
State	
Zip	
Telephone	
Fax Number	
3. Project Description - Provide a short summary of the project	
<p>Avon Village has experienced accelerated erosion in recent years. The dunes along the highly eroding section of the beach have been washed away, and ocean waves have frequently washed over and flooded NC Highway 12 during inclement weather events. This occurs not only in named storms but also in common nor'easters and other winter storms. The overwash on NC Highway 12 has impeded, and at times prevented, first responders from responding to emergencies; sanitation workers from picking up trash; the citizens of Avon from performing normal daily tasks, such as attending doctor appointments, buying groceries, attending community events, and the list goes on. In addition to the safety issues, there has been flood damage to homes and businesses, and it has negatively affected the County's tourism economy. The proposed project is to protect NC Highway 12 and replenish sand losses due to chronic erosion, hurricanes, and winter storms. It encompasses 13,200 linear feet of the oceanfront in the Cape Hatteras National Seashore in front of the Avon Village. It would be implemented using offshore dredging and completed during the summer months. Beach quality sand will be excavated from an offshore borrow area within the state waters via hydraulic or hopper dredge, and 1 million cubic yards of sand will be placed along the project area. The average fill density is approximately 76 cubic yards per foot of shoreline, and the beach along the project area will be widened by an average of ~50 feet in the north and ~100 feet in the south after natural profile adjustment. The proposed project will also include a dune management plan along the project area including</p>	



Coastal Storm Damage Mitigation Application FY 2021-2022

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4. Project Scope – Description of the project scope (i.e. Project limits, quantity of fill, borrow sites, expected design life of project)

The project length will be 13,200 linear feet (~2.5 miles) from approximately 4,000 ft north of Avon Pier at Due East Road to the National Park Service Station/Avon southernmost boundary. Initial dunes will be constructed along the highly eroded section south of Avon Pier. The nourishment volume is 1 million cubic yards, and the average fill density is approximately 76 cubic yards per foot of shoreline. The elevation of the nourishment berm will be set at +7 ft NAVD, which is about the same elevation of the normal dry beach level. The dune crest elevation will be set at +13 ft NAVD, and the typical dune crest width is 20 ft. The nourishment profile will adjust rapidly to prevailing wave conditions, resulting in a gradual shift of sand into deeper water as the profile equilibrates. Backshore areas are expected to be enhanced gradually after nourishment by natural wind-generated sand transport from the widened beach. The permitted offshore borrow area encompasses ~250 acres and is located within NC state waters. It has two sections - Borrow Area 1 is ~150 acres and is allowed to excavate to a depth of 10 ft below the existing substrate; and Borrow Area 2 is ~100 acres and is allowed to excavate to a depth of 6 ft below the existing substrate. The mean grain size of the seven borings in Borrow Area 1, composited to a 10-ft depth, is 0.308 mm with 16.4 percent shell material, 2.6 percent granules (2 to 4 mm), and 0.2 percent gravel (4 to 76 mm) by weight. The mean grain size of the five borings in Borrow Area 2, composited to a 6-ft depth, is 0.331 mm with 16.8 percent shell material, 5.1 percent granules, and 0.7 percent gravel by weight. Borrow Areas 1 and 2 together contain ~3.4 million cubic yards of beach quality sand. The project is expected to last 5 years under normal weather conditions.

5. Anticipated / Proposed Project Construction Schedule

Time Period	% of Project Completed in Window *** 0% is OK for any Time Period *** *** Column Should Total 100% ***	Activities (List specific quantifiable outputs or activities that will be achieved during each quarter)
July-Sept 2022	70%	Construction, revising design for construction, ecological monitoring during construction, construction administration
Oct-Dec 2022	23%	Construction, ecological monitoring during construction, construction administration, post-construction survey, final report and close out project
Jan-Mar 2023	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; initial sand search for maintenance project as pre-requisition of FEMA Category G restoration fund
Apr-June 2023	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; literature studies of sand source for maintenance project as pre-requisition of FEMA Category G restoration fund
July-Sept 2023	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; reconnaissance corings and sediment analysis for maintenance project as pre-requisition of FEMA Category G restoration fund
Oct-Dec 2023	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; reconnaissance corings and sediment analysis for maintenance project as pre-requisition of FEMA Category G restoration fund
Jan-Mar 2024	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; additional corings and sediment analysis for maintenance project as pre-requisition of FEMA Category G restoration fund
April-June 2024	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; additional corings and sediment analysis for maintenance project as pre-requisition of FEMA Category G restoration fund
July-Sept 2024	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; finalizing sand source and sediment analysis for maintenance project as pre-requisition of FEMA Category G restoration fund

6. On what date will work begin?

"Work" includes administration, design, permitting, etc.

6/1/2022

On what date will work be complete?

12/31/2024

7. Project Location: Important to submit as completely as possible, especially the Lat/Long coordinates

Project Location	Avon, North Carolina	
County Name	Dare County	
Beach/Inlet/Channel/Waterbody Name	Avon, North Carolina	
Position coordinates of project location	Latitude	35.3576° to 35.3221°
	Longitude	-75.4985° to -75.5074°
Anticipated Total Material Added to the Beach in Cubic Yards	1,000,000	



Coastal Storm Damage Mitigation Application FY 2021-2022

North Carolina Department of Environmental Quality
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8. A description and location of the borrow source for the project.

Latitude 35.3557° Longitude -75.4561°, located ~2-3 miles offshore of Avon, Dare County, North Carolina. Sediment quality is expected to closely match the existing beach in terms of grain size distribution and color. Twelve corings were obtained in the permitted borrow area to confirm that sediment quality meets or exceeds North Carolina Department of Environment and Natural Resources (NCDENR) standards (15A NCAC 07H.0312 Effective 1 April 2021). The mean grain size of beach sand at the Avon project area was 0.289 mm as of March 2021, and the mean grain sizes of the two adjacent borrow areas (Borrow Areas 1 and 2) were 0.308 mm and 0.331 mm. Additional cultural resource and geophysical surveys insured no impacts on culturally significant sites, hard bottom, or other protected resources. The designated borrow area will be ~250 acres with excavation depths ~10 ft below the existing substrate for 150 acres and ~6 ft for the other 100 acres. It contains ~3.4 million cubic yards of beach quality sand.

9. The applicant should review the "Application Review" section in the "Coastal Storm Damage Mitigation Guidelines" for more information on considerations for each category. Please provide your answers below for each category:

Environmental Benefits/Mitigation Measures

Improves the ecological function of the beach and dune system.

The ecological habitats of the project area including wet and dry beach and dunes. By widening the beach and providing sand source for natural dune growth, the ecological function of the beach and dune system will be improved by the project.

Restores degraded dune habitat.

The project is expected to create approximately 10 acres of new dune habitat during construction, and 30 acres of new dry-sand beach habitat. Dare County plans to install sand fencing and plant vegetation on the dune face after nourishment. Over time, nourishment sand will feed the dunes and provide expanded dune habitat following project completion.

Restores habitat used by threatened or endangered species.

The project would expand coastal habitat during and after project completion to provide improved nesting opportunities for threatened or endangered sea turtles and expanded nesting or roosting areas for piping plover, other threatened or endangered shorebirds, and other colonial water birds. Turtle nesting in the Cape Hatteras National Seashore has almost tripled after the 2017-2018 Buxton nourishment project (approximately 1.6 miles downcoast of the Avon project area) with only 166 nest in 2018 and 473 nest in 2019 (seaturtle.org)

Project is designed to avoid significant adverse impacts to threatened and endangered species and fish, shellfish & wildlife resources.

The project is designed to avoid significant adverse impacts to threatened and endangered species and fish, shellfish & wildlife resources by using an unnamed shoal, choosing the borrow area outside of the active littoral zone, limiting the maximum excavation depth in the borrow area, and placing beach compatible sand in the project area. Mitigation measures will be implemented during construction, and the project performance will be monitored after project completion as required by the state and federal permits. The permitted borrow area will be ~250 acres with excavation depths ~10 ft in 150 acres and ~6 ft in the other 100 acres. Excavations are not expected to leave deep holes relative to the surrounding topography.

A complete Environmental Assessment (EA) was completed in July 2021 for the nourishment project.

Social Benefits

Protects existing or historic public recreation areas.

Nourishment volume will be 1 million cubic yards, and sand will be placed in the Cape Hatteras National Seashore in front of the Avon Village. The average fill density (volume of nourishment per linear foot of beach) will be ~76 cy/ft., which is equivalent to an average beach width increase of ~50 ft. in the north and ~100 ft in the south after natural profile adjustment. Additional beach areas generated by the nourishment project is approximately 30 acres above the mean high water line and 70 acres below the mean high water line.

Improves the public accessibility to the beach.

There are multiple beach access points along the project area. By widening the beach and rehabilitating the dune line, beach access will be greatly enhanced. The widened beach and new dune system will protect NC12 which increases the public's accessibility for the Village of Avon and the beaches along the Cape Hatteras National Seashore. The beach within the entire project area is open to the public and accessible at all tides.

Provides or enhances full and complete public access.

The project will allow full and complete public access for the 2.5 mile project area but also protects NC12 which is the only road access to additional beaches in the Cape Hatteras National Seashore.

Economic Benefits

Protects public property or infrastructure, or historic or culturally significant structures.

NPS Management Policies state that a fundamental purpose of all parks is for enjoyment of park resources and their values by the people of the United States. The policy continues to state that the National Park Service is committed to providing appropriate, high quality opportunities for visitors to national parks. Visitors to the Cape Hatteras National Seashore exceed 2.6 million people annually, where they may access over 50 miles of undeveloped ocean



Coastal Storm Damage Mitigation Application FY 2021-2022

North Carolina Department of Environmental Quality
Division of Water Resources

Contact Kevin Hart at Kevin.Hart@ncdenr.gov

or (919) 707-3607

beaches between Bodie Island and Ocracoke, plus long sections of Seashore beaches which front the historic communities of Hatteras Island. Designated parking areas help control ingress and egress over the dunes. At Avon the dune system protecting NC 12 provides a naturalized buffer between passing vehicles and the beach. In addition, the dunes and wider beach protect the only water utility line for the Avon Village running along NC12. In 2019, the Cape Hatteras National Seashore had over 2.6M visitors and the Cape Hatteras National Lighthouse had just under 100,000 lighthouse climbers.

Protects economically important land uses.

Hatteras Island plays a vital economic role in the state and local economy. During the peak tourist season, the Island receives up to 50,000 visitors daily which, in recent years, has stimulated notable growth in the rental properties and business. A study for the Outer Banks Visitors Bureau found that Hatteras Island's tourism expenditures totaled \$204 million in 2011, with a state tax contribution of \$10.3 million and \$9.4 million in local taxes. This accounted for 23% of Dare County's tourism expenditures in 2011 and it is now estimated to be closer to 29%, which comes from 12.7% of the Dare County's population. In 2018 Dare County was ranked number five in the State for expenditures bringing in \$1,187.38(M) which is almost double the next coastal county of New Hanover. Dare County alone makes up 4.6% of North Carolina's tourism expenditure. This computes to Hatteras being ranked 15th in expenditures for North Carolina earning \$356.214(M) which makes up 1.4% of the state's tourism expenditure. The amount of tax dollars earned by the state is a direct result of the amount of beach that is available to tourists and the ability to access the island along NC12. Studies show that for every \$1 invested the federal government receives \$320 in tax revenues from beach tourism. The shoreline of Hatteras had an annual shore/bank fishing consumer surplus of \$7,424,967 making up 33% of Dare County's total amount and was the 2nd highest area in the state (NC BIMP Section IV).

Reduces potential storm damage to private property.

The Hatteras Island economy generates economic activity through home rentals, hotel visitation, food and beverage services, recreational fishing and water-sports, commercial fishing and associated support services. Dare County collects a 6% Occupancy tax on gross receipts derived from room rentals, lodging and campsite rentals. In 2019, Dare County ranked 2nd in State Occupancy tax behind Mecklenburg County, earning \$29,708,764. Real estate taxes also generate a substantial amount of revenue to the County which is used toward emergency services, fire, and police protections. In 2013, property value on Hatteras Island was \$2.1 billion accounting for 8,752 parcels and is currently expected to exceed \$3 billion. However, that same year, it was estimated that \$2 million was lost in annual occupancy rates due to a two monthly closure of NC 12 for dune rebuilding and road repairs during post storm recovery. One purpose of the project is to improve storm protection along the vulnerable section of the project area through adding beach quality sand into the system.

The economic impact Hatteras Island has on the county, state and federal tax revenue is extensive. This comes from the ability of people, goods and services to move freely on NC12. This project supports that capability and protects the critical infrastructure to facilitate the economy.

Expected Useful Life of the Project

The proposed project is expected to have a design life of the order of five years under normal conditions. Should storms occur more often after project completion, the project area may lose sand at a faster rate. Construction should be able to be completed in 45-60 days, and the newly nourished beach should adjust rapidly under wave actions and reach its equilibration within 1-2 years after project completion. The 2017-2018 nourishment of nearby Buxton has withstood a series of northeasters in March 2018, Hurricane Florence in September 2018, Hurricane Dorian in September 2019, and several other winter storms without significant damages to the oceanfront properties and NC 12.

Financial Resources (i.e. A description of the source and availability of all local, state, and federal funds for the project)

The total project cost is expected to be \$11,153,278, and Dare County is the sole project sponsor without using any state or federal funds. Dare County imposes a 6% occupancy tax and utilizes 2% of it for beach nourishment projects in the county. Dare County has determined that there is sufficient amount of funds based off the financial model for the Avon project.

Project Efficiency (i.e. incorporates regional planning, incorporates beneficial use, and readiness to proceed)

The Avon nourishment project will be done in combination with planned maintenance renourishment at Buxton to achieve cost saving. The combined project would also reduce the frequency of disturbance to the environment.

Economics favors a sand source that matches the native beach quality, involves the shortest transportation distance, and minimizes environmental impacts.



Coastal Storm Damage Mitigation Application FY 2021-2022

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The chosen borrow site is approximately 2-3 miles offshore of Avon within state waters. Other possible borrow sources that have been used for beach nourishment include lagoon sediments, inlet shoals, and inland deposits. Lagoon sediments in Pamlico Sound are much finer than sand on the beach and contain levels of mud and silt unacceptable for beach nourishment. Significant accumulations of sand occur in the ebb- and flood-tidal delta shoals of the Oregon Inlet, but it is ~30 miles north of the project site. Therefore, lagoon sediments and inlet shoals are not deemed appropriate sand sources for the Avon area. Inland deposits from sand pits in Currituck County were used for building dunes in Nags Head and Kitty Hawk (Dare County, NC) between 2004 and 2005 after Hurricane Isabel. The hauling distance was ~25 miles, total volume was ~300,000 cy, and the total construction cost was \$5 million (\$16.55/cy). No known sand mines with sufficient quality data are available in the Avon area which could provide sufficient quantities to complete a 1-million cubic yard nourishment project. Therefore, offshore borrow areas are the best sand source for the Avon project. The construction method will be ocean-certified dredging.

The County has reserved funds for the proposed project, and received state and federal permits from NC Department of Coastal Management, National park Service, and the USACE. Bid documents were available for dredging companies in October 2021 with bid opening in November 2021. Construction was bid to allow work in either the summer of 2022 or the summer of 2023, with the winning bid in 2022. Construction is expected to be completed by December 15, 2022, and permit required post-project monitoring efforts will be completed by December 31, 2024.



Coastal Storm Damage Mitigation Application FY 2021-2022

North Carolina Department of Environmental Quality
Division of Water Resources

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10. Budget Detail:																		
	State Contribution (DWR)	Local / Municipal Match	Other Non- Federal	Federal Contribution	Local + Other Non-Federal Match Total	Category Total												
Administration																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
Design																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
Permitting																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
Survey																		
Cash		\$698,566.00			\$698,566.00	\$698,566.00												
In-kind					\$0.00	\$0.00												
Construction Oversight																		
Cash		\$293,508.00			\$293,508.00	\$293,508.00												
In-kind					\$0.00	\$0.00												
Construction																		
Cash		\$10,161,204.00			\$10,161,204.00	\$10,161,204.00												
In-kind					\$0.00	\$0.00												
Construction Materials																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
Land																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
Cash Sub-total	\$0.00	\$11,153,278.00	\$0.00	\$0.00	\$11,153,278.00	\$11,153,278.00												
In-kind Sub-total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00												
Total	\$0.00	\$11,153,278.00	\$0.00	\$0.00	\$11,153,278.00	\$11,153,278.00												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">DWR Total =</td> <td style="width:15%; text-align:right;">\$0.00</td> <td style="width:20%;">Local + Non-Fed Total =</td> <td style="width:15%; text-align:right;">\$11,153,278.00</td> <td style="width:15%;">Non-Federal % =</td> <td style="width:15%; text-align:right;">100.00%</td> </tr> <tr> <td>DWR Match % =</td> <td style="text-align:right;">0.00%</td> <td>Local + Non-Fed Match % =</td> <td style="text-align:right;">100.00%</td> <td>Federal % =</td> <td style="text-align:right;">0.00%</td> </tr> </table>							DWR Total =	\$0.00	Local + Non-Fed Total =	\$11,153,278.00	Non-Federal % =	100.00%	DWR Match % =	0.00%	Local + Non-Fed Match % =	100.00%	Federal % =	0.00%
DWR Total =	\$0.00	Local + Non-Fed Total =	\$11,153,278.00	Non-Federal % =	100.00%													
DWR Match % =	0.00%	Local + Non-Fed Match % =	100.00%	Federal % =	0.00%													



ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director

NORTH CAROLINA
Environmental Quality

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



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.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'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 **DARE COUNTY** (the "Grantee"). The funding was provided as addressed in Session Law 2021-180 (Senate Bill 105) Section 5.9.(a)(6) to the Coastal Storm Mitigation Fund for award.

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 Grantee 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. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line-item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)

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.
4. **Contract Period.** This Agreement shall be effective from **Date of Last Signature** to **December 31, 2024**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan, or services as described in the Award Proposal (Attachment C), 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 purposes for which they were awarded, as described more fully in the attached Contract Documents.

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

- c. Comply with the requirements of North Carolina Administrative Code [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.
- d. Comply with the applicable provisions of the Notice of Certain Reporting and Audit Requirements (**Attachment D**).
- e. 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, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. 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.
- g. 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.
- h. Ensure that the terms, conditions, restrictions, and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions, and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee 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 North Carolina [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 Grantee 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 Grantee under this Agreement shall not exceed **ONE MILLION FIVE HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED SEVEN DOLLARS (\$1,557,607)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Receipt	Coastal Storm Damage Mitigation Fund	

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$1,557,607	1602	536990	2997

Grantee Matching Information:

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

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

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

	In-Kind	\$
	Cash	\$1,557,607
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee is committing to an additional \$15,442,652 to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$18,557,866**.

9. **Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
 - a. The Grantee 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 Grantee 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 C.
10. **Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
11. **Availability of Funds.** The Grantee 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 Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

13. **Supplantation of Expenditure of Public Funds.** The Grantee 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 Grantee 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.

Grantee Contract Administrator	Department's Contract Administrator
Dustin Peele Dare County P.O. Box 1000 Manteo, NC 27954 Telephone: 252-475-5628 Fax: Email: dustin.peele@darenc.com	Kevin Hart Division of Water Resources 1617 Mail Service Center Raleigh, NC 27699-1617 Telephone: 919-707-3607 Fax: Email: kevin.hart@ncdenr.gov

15. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
16. **Procurement.** The Grantee 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 Grantee shall be contracted without prior written approval from the Department.
 - b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to North Carolina [G.S. 143-133.3](#), [G.S. 143-59.1](#), [G.S. 143-59.2](#) or [G.S. 147-86.60](#).
17. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee represents that it and each of its 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.

VILLAGE OF BUXTON – DARE COUNTY

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

**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."

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

Administered by: N.C. Department of Environmental Quality (DEQ), Division of Water Resources (DWR), 1611 Mail Service Center, Raleigh, N.C., 27699-1611. Contact Kevin Hart at Kevin.Hart@ncdenr.gov or (919) 707-3607.

Who is Eligible: Unit of local government

Application Deadlines: Complete Applications must be sent via email to Kevin.Hart@ncdenr.gov on or before 5:00PM on July 8, 2022. Applications are not considered accepted until applicants receive confirmation of receipt.

Funding Source/Documents: [G.S. 143-215.73M](#); [S.L. 2021-180](#)

Eligible Purposes and Cost-Share Percentages: Session Law 2021-180 allocated \$18,000,000 to DWR's Coastal Storm Damage Mitigation Fund to be used to provide grants to units of local government during the 2021-2023 fiscal biennium. Per [G.S. 143-215.73M](#), any project funded by revenue from the Fund must be cost-shared with non-State dollars on a basis of at least one non-State dollar for every one dollar from the fund. Per [G.S. 143-215.73M](#) the Fund may only 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.

Ineligible Costs: The following costs will not be paid with State Coastal Storm Damage Mitigation funds nor used to provide the local share:

- Indirect or overhead costs of the municipality, such as rent, telephone service, and general administrative support.
- Salaries and other expenses of elected officials, whether incurred for purposes of project direction, execution, or legislation.
- Costs incurred for fines, penalties, legal fees, or litigation costs (including but not limited to litigation of a permit, penalty, enforcement action, or contract dispute).
- Any activities related to a terminal groin and its accompanying beach fill project permitted pursuant to G.S. 113A-115.1 ([S.L. 2011-387](#)).
- Projects currently in a legal or permit appeal process are ineligible for funds from the Coastal Storm Damage Mitigation Fund.

Additional Requirements:

Applicants may submit applications for more than one project but must submit a separate (and complete) application for each project.

Application Submittal:

[Application Spreadsheet \(MS Excel\)](#) - Applications must be completed and returned via email to Kevin Hart at Kevin.Hart@ncdenr.gov.

Conflict of Interest Policy – Project Sponsors must provide the local government's conflict of

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

interest policy. An example of a Conflict of Interest policy can be found on the WRDGP website. This policy shall be on the Project Sponsor's letterhead.

All Conflict of Interest Policies must:

- 1) apply to management employees and members of its board of directors or other governing body.
- 2) apply to any grants involving State funds.
- 3) address situations in which individuals in #1 may directly or indirectly benefit from the disbursement of State funds (excluding any benefit they receive by virtue of their position as a disburser of the grant).
- 4) include actions to be taken by the grantee or individual to avoid conflicts of interest and the appearance of impropriety.
- 5) be filed with the State prior to grant fund disbursement.

No Conflict of Interest Certification – DWR may require an applicant to provide certification that it complies with the requirements and prohibitions set forth in NCGS § 14-234, has and complies with its own duly executed conflict of interest policy, and has conducted a reasonable inquiry and concluded that it does not have any actual or apparent conflict of interest with respect to the project for which it has applied.

Project Maps –The applicant must submit a map or maps showing, at minimum, the following information relevant to the proposed project:

1. project site plan and borrow area locations;
2. upland ownership of property, indicating federal, State, local, or private ownership;
3. approximate location of Mean High Water; and the first line of stable and natural vegetation (FLSNV), the Static Vegetation Line (if applicable), or Development Line (if applicable) and the long-term oceanfront erosion rates as determined by the NC Division of Coastal Management.

Engineering Studies and Post-Project Monitoring

The applicant must submit engineering studies that have been completed for the project and plans for standardized pre- and post-project monitoring.

Beach Nourishment Permit Application or Copy of Approved Permit

The applicant must include in its application all permit applications and issued permits that relate to the project. The applicant has an ongoing obligation to provide to DWR copies of permit applications and issued permits as promptly as possible.

Additional Information

DWR may request and the applicant may submit additional information, including but not limited to letters of support, discussion of relevant nearby projects, studies, inventories, analysis, or planning documents related to the proposed project. Relevant information will be considered as part of the funding review process.

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

Note: It is the applicant's responsibility to ensure the application submitted to DWR is accurate and complete. Erroneous or incomplete information in an application may prevent a project from being recommended for grant funding and may delay processing of contracts and funds for approved projects.

Funding Selection Criteria

All applications will be evaluated to determine if the proposed beach nourishment activity meets the minimum requirements and then ranked on a relative basis according to the six funding selection criteria listed below. Each element of the funding selection criteria is rated using the following numerical evaluation to assess the degree that the application meets the criteria:

High - 5 points

Medium - 3 points

Low - 1 point

Does not meet criteria (a resource or factor is present, but the proposal has been evaluated as having no value or not having the intended benefit) - 0 points

The funding selection criteria are as follows:

1. Environmental Benefits/ Mitigation Measures

- Improves the ecological function of the beach and dune system.
- Restores degraded dune habitat.
- Restores habitat used by threatened or endangered species.
- Project is designed to avoid significant adverse impacts to threatened and endangered species and fish, shellfish & wildlife resources.

2. Social Benefits

- Protects existing or historic public recreation areas.
- Improves the public accessibility to the beach.
- Provides or enhances full and complete public access.

3. Economic Benefits

- Protects public property or infrastructure, or historic or culturally significant structures.
- Protects economically important land uses.
- Reduces potential storm damage to private property.

4. Expected useful life of project

- Anticipated life expectancy of project benefits.
- Time to complete project and time required for stabilization of beach in years.
- Longevity of previous nourishment projects.
- Project has a long-term nourishment plan in place.

5. Financial Resources

- Availability of funds to complete the project

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

6. Project Efficiency

- Incorporates project efficiencies through regional planning at the County level or through the involvement and cooperation of two or more local governments
- Incorporates the beneficial use of clean, beach quality dredged material from the navigation channels within the nearshore, beach or inlet shoal system.
- Readiness to proceed based on the project phase, status of the permit, local funding source, construction easements, and construction schedule.

Post Grant Funding Award

After DWR issues the applicant an award notice, the applicant must enter into a grant contract with DEQ for DEQ to begin distributing grant funds. Any changes to the scope of the project or project budget after submission of a grant application will require the written approval of the DWR Grant Administrator and will likely require a DEQ contract amendment. In seeking DWR 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 and may result in additional reductions to funding.

In order to execute a contract the applicant will need to submit an application with the awarded amount, a request for appropriations form, and an official resolution.

The official Resolution shall state the amount of state aid requested and accept the applicant's responsibilities. The resolution shall be signed by a representative of the project sponsor with signatory authority. The resolution shall include the following commitments:

1. Assuming full obligation for payment of the balance of project costs.
2. Obtaining all necessary state and federal environmental permits.
3. Complying with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervising construction of the project to assure compliance with permit conditions and to assure safe and proper construction in accordance with approved plans and specifications.
5. Obtaining appropriate easements, rights-of-way or suitable spoil disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
6. Assuring that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Holding the state harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accepting responsibility for operation and long-term maintenance of the completed project.

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.

Coastal Storm Damage Mitigation Fund Guidelines

FY 2021-2022

State funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly. Unexpended State funds shall be returned to the State in accordance with law. State funds may not be used to reimburse a grantee for a project that has been or will be fully reimbursed with federal funds. If a project receives State funds and subsequently receives federal funds, 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 municipality receiving federal reimbursement.

Project Sponsor Obligation – Environmental Permitting

The applicant/grantee is responsible for complying with applicable federal and State laws, including obtaining and complying with all applicable permits.

Contract Duration & Extension Requests

Grant contracts for funds appropriated under Session Law 2021-180 will have a term of two years. Grantees may request a one-year extension. 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 Kevin Hart at Kevin.Hart@ncdenr.gov. Extension requests that are approved by DWR require a grant contract modification.

Payments

Payments will be made on a quarterly basis based on expenditures. To receive payment, a letter that includes the contract number and requested payment must be submitted to Kevin Hart at Kevin.Hart@ncdenr.gov.

Project Close-Out

The grantee shall notify the DWR Grant Administrator upon project completion and provide DWR with the most recent set of permits, as-built/record, post-surveys in Adobe PDF format prior to the project close-out.

The DWR Grant Administrator may schedule a close-out inspection of the completed project with a representative of the grantee. This inspection will verify that the project was implemented in accordance with the information provided in the grant application, along with the approved plans and specifications.



Coastal Storm Damage Mitigation Application FY 2021-2022

**North Carolina Department of Environmental Quality
Division of Water Resources**
Contact Kevin Hart at Kevin.Hart@ncdenr.gov

or (919) 707-3607

1. Project Name	Beach Renourishment to Protect NC Highway 12 At Buxton, Dare County, NC
2a. Primary Contact or Project Manager	
Name Dustin Peele	
Title Dare County Project and Procurement Manager	
Organization Name Dare County	
Organization Tax ID Number 56-600293	
E-mail address dustin.peele@darenc.com	
Mailing Address 954 Marshall C Collins Drive	
City Manteo State NC Zip 27954	
Telephone 252-475-5891 Fax Number	
2b. Execution Address (where contract will be mailed for signature) - Write "same as above" if it is the Primary Contact information in 2a.	
Name same as above	
Title	
Organization Name	
E-mail Address	
Mailing Address	
City State Zip	
Telephone Fax Number	
2c. Payment Address (where invoice payments will be mailed) - Write "same as above" if it is the Primary Contact information in 2a.	
Name same as above	
Title	
Organization Name	
E-mail Address	
Mailing Address	
City State Zip	
Telephone Fax Number	
3. Project Description - Provide a short summary of the project	
<p>The Buxton renourishment project is to protect NC Highway 12 and replenish sand losses due to chronic erosion, hurricanes, and winter storms after the completion of the 2017-2018 beach nourishment. It encompasses the same 15,500 linear feet of the oceanfront as the 2017-2018 project including ~2.2 miles in the Cape Hatteras National Seashore and ~0.8 miles along the Village of Buxton. It would be implemented using the same construction method (ie offshore dredging) and would be completed within the same construction window (ie during summer months). Beach quality sand will be excavated from an offshore borrow area near Buxton Village via hopper dredges, and 1,200,000 cubic yards of sand will be placed along the project area. The average fill density is approximately 48 cubic yards per foot of shoreline in the northern Seashore section and 150 cubic yards per foot of shoreline in the southern Buxton section, and the beach along the project area will be widened by an average of ~50 feet in the northern Seashore section and ~150 feet in the southern Buxton section after natural profile adjustment. The Buxton project will also include a dune management plan along the Village of Buxton including dune construction, sand fencing installation, and dune vegetation planting.</p>	



Coastal Storm Damage Mitigation Application FY 2021-2022

North Carolina Department of Environmental Quality
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4. Project Scope – Description of the project scope (i.e. Project limits, quantity of fill, borrow sites, expected design life of project)

The project length will be 15,500 linear feet (~2.9 miles) from Haulover Day Use Area in the north to the old Cape Hatteras Lighthouse in the south, with dune construction in front of the Village of Buxton. Nourishment volume is 1.2 million cubic yards, with the average fill density of 48 cubic yards in the northern National Seashore section and 150 cubic yards in the southern Buxton section. The elevation of the nourishment berm will be set at +7 ft NAVD which is the normal dry beach level. The dune crest elevation will be set at +13 ft NAVD, and the typical dune crest width is 20 ft. The nourishment profile will adjust rapidly to prevailing wave conditions, resulting in a gradual shift of sand into deeper water as the profile equilibrates. Backshore areas are expected to be enhanced gradually after construction by natural wind-generated sand transport from the widened beach. The borrow site is ~2-3 miles offshore of Buxton; the permitted borrow area will be ~200 acres with excavation depths ~10 ft below the existing substrate. It contains ~3.3 million cubic yards of beach quality sand. The project is expected to last 3 years under normal weather conditions.

5. Anticipated / Proposed Project Construction Schedule

Time Period	% of Project Completed in Window *** 0% is OK for any Time Period *** *** Column Should Total 100% ***	Activities (List specific quantifiable outputs or activities that will be achieved during each quarter)
July-Sept 2022	70%	Construction, revising design for construction, ecological monitoring during construction, construction administration
Oct-Dec 2022	23%	Construction, ecological monitoring during construction, construction administration, post-construction survey, final report and close out project
Jan-Mar 2023	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; initial sand search for maintenance project as pre-requisition of FEMA Category G restoration fund
Apr-June 2023	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; literature studies of sand source for maintenance project as pre-requisition of FEMA Category G restoration fund
July-Sept 2023	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; reconnaissance corings and sediment analysis for maintenance project as pre-requisition of FEMA Category G restoration fund
Oct-Dec 2023	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; reconnaissance corings and sediment analysis for maintenance project as pre-requisition of FEMA Category G restoration fund
Jan-Mar 2024	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; additional corings and sediment analysis for maintenance project as pre-requisition of FEMA Category G restoration fund
April-June 2024	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; additional corings and sediment analysis for maintenance project as pre-requisition of FEMA Category G restoration fund
July-Sept 2024	1%	Post-project beach condition monitoring and ecological monitoring required by the state and federal permits; finalizing sand source and sediment analysis for maintenance project as pre-requisition of FEMA Category G restoration fund

6. On what date will work begin?

"Work" includes administration, design, permitting, etc.

6/1/2022

On what date will work be complete?

12/31/2024

7. Project Location: Important to submit as completely as possible, especially the Lat/Long coordinates

Project Location	Buxton, North Carolina	
County Name	Dare County	
Beach/Inlet/Channel/Waterbody Name	Buxton	
Position coordinates of project location	Latitude	35.2560° to 35.2980°
	Longitude	-75.1243° to -75.5112°
Anticipated Total Material Added to the Beach in Cubic Yards	1,200,000	



Coastal Storm Damage Mitigation Application FY 2021-2022

North Carolina Department of Environmental Quality
Division of Water Resources

Contact Kevin Hart at Kevin.Hart@ncdenr.gov

or (919) 707-3607

8. A description and location of the borrow source for the project.

Latitude 35.2572° Longitude -75.4795°. The permitted offshore borrow area encompasses ~200 acres and is a sandy ridge approximately 2–3 miles offshore of the old Cape Hatteras Lighthouse site within state waters. Ten vibracores were collected in the borrow area in April 2021 to a uniform depth of 10 ft beneath the seafloor to confirm the sand quality. The mean grain size of the 10-ft cores in the proposed borrow area is 0.517 mm with 15.6 percent shell material, 7.1 percent granules (2 to 4 mm), and 0.6 percent gravel (4 to 76 mm) by weight. The boring density is approximately 1 core per 20 acres. Based on these descriptive statistics, the permitted borrow area contains compatible sand and meets the requirements of the updated North Carolina Technical Standards for Beach Fill Projects (15A NCAC 07H .0312 effective April 1, 2021) and National Park Service Beach Nourishment Guidance. Sediment quality is expected to closely match the existing beach in terms of grain size distribution and color. The 200-acre borrow area would provide up to 3.3 million cubic yards of beach-quality sand to an excavation depth of 10 ft. Cultural resource and geophysical surveys have also been conducted. It has been confirmed that excavation in the designated borrow area will have no impacts on culturally significant sites, other protected resources, or hard bottom in that area. Excavations are not expected to leave deep holes relative to the surrounding topography.

9. The applicant should review the "Application Review" section in the "Coastal Storm Damage Mitigation Guidelines" for more information on considerations for each category. Please provide your answers below for each category:

Environmental Benefits/Mitigation Measures

Improves the ecological function of the beach and dune system.

The ecological habitats of the project area including wet and dry beach and dunes. By widening the beach and providing sand source for natural dune growth, the ecological function of the beach and dune system will be improved by the proposed project.

Restores degraded dune habitat.

The Buxton renourishment project is expected to create 3 acres of new dune habitat during construction, and 29 acres of new dry beach habitat. Dare County plans to install sand fencing and plant vegetation on the dune face after nourishment sand is placed. Over time, nourishment sand will feed the dunes and provide expanded dune habitat following project completion.

Restores habitat used by threatened or endangered species.

The project would expand coastal habitat during and after project completion to provide improved nesting opportunities for threatened or endangered sea turtles and expanded nesting or roosting areas for piping plover, other threatened or endangered shorebirds, and other colonial water birds. Turtle nesting in the Cape Hatteras National Seashore has almost tripled after the 2017-2018 nourishment project with only 166 nest in 2018 and 473 nest in 2019. The increase in nest were located in generally in the project area between Buxton and Avon. (seaturtle.org)

Project is designed to avoid significant adverse impacts to threatened and endangered species and fish, shellfish & wildlife resources.

The project is designed to avoid significant adverse impacts to threatened and endangered species and fish, shellfish & wildlife resources by using an unnamed shoal, choosing the borrow area outside of the active littoral zone, limiting the maximum excavation depth in the borrow area, and placing beach compatible sand in the project area. Mitigation measures will be implemented during construction, and the project performance will be monitored after project completion as required by the state and federal permits. The anticipated borrow area will be ~200 acres with excavation depths ~10 ft below the existing substrate. Preliminary studies indicate the borrow area is within an unnamed shoal complex having considerable natural relief. Excavations are not expected to leave deep holes relative to the surrounding topography.

A complete Environmental Assessment (EA) was completed in July 2021 for the Buxton renourishment project.

Social Benefits

Protects existing or historic public recreation areas.

Maximum nourishment volume will be 1.2 million cubic yards in the Cape Hatteras National Seashore and the Village of Buxton, and the maximum average fill density (volume of nourishment per linear foot of beach) will be ~48 cy/ft in the north and ~150 cy/ft in the south, which is equivalent to an average beach width increase of ~50 ft in the north and ~150 ft in the south. Additional beach areas generated by the nourishment project is approximately 29 acres above the mean high water line and 115 acres below the mean high water line.

Improves the public accessibility to the beach.

By widening the beach and rehabilitating the dune line beach access will be greatly enhanced. The widened beach and new dune system will protect NC12 which increases the public's accessibility for the Village of Buxton and the beaches along the Cape Hatteras National Seashore. The project will occur along 2.9 miles of Seashore beach. The main public access to the undeveloped segment is the Haulover Day Use Area, which is very close to the northern boundary of the project. The other existing public parking and access within the project area is the Buxton Day Use Area, which is adjacent to the former site of the Cape Hatteras Lighthouse near the south end of the project. Within the 0.8 mile area in Buxton, pedestrian access is provided via easements between some private properties. The beach within the entire project area is open to the public and accessible at all tides.

Provides or enhances full and complete public access.

The project will allow full and complete public access for the 2.9 mile project area but also protects NC12 which is the only road access to additional beaches in the Cape Hatteras Seashore.

Economic Benefits

Protects public property or infrastructure, or historic or culturally significant structures.

NPS Management Polices state that a fundamental purpose of all parks is for enjoyment of park resources and their values by the people of the United States. The policy continues to state that the National Park Service is committed to providing appropriate, high quality opportunities for visitors to national parks. Visitors to the Cape Hatteras National Seashore exceed 2.6 million people annually, where they may access over 50 miles of undeveloped ocean



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beaches between Bodie Island and Ocracoke, plus long sections of Seashore beaches which front the historic communities of Hatteras Island. Designated parking areas help control ingress and egress over the dunes. At Buxton the artificial dune protecting NC 12 provides a naturalized buffer between passing vehicles and the beach. In addition, the dunes and wider beach protect the only water utility line for the town of Avon running from Buxton along NC12. In 2019, the Cape Hatteras National Seashore had over 2.6M visitors and the Cape Hatteras National Lighthouse had just under 100,000 lighthouse climbers.

Protects economically important land uses.

Hatteras Island plays a vital economic role in the state and local economy. During the peak tourist season, the Island receives up to 50,000 visitors daily which, in recent years, has stimulated notable growth in the rental properties and business. A study for the Outer Banks Visitors Bureau (Lane 2013) found that Hatteras Island's tourism expenditures totaled \$204 million in 2011, with a state tax contribution of \$10.3 million and \$9.4 million in local taxes. This accounted for 23% of Dare County's tourism expenditures in 2011 and it is now estimated to be closer to 29%, which comes from 12.7% of the Dare County's population. In 2018 Dare County was ranked number five in the State for expenditures bringing in \$1,187.38(M) which is almost double the next coastal county of New Hanover. Dare County alone makes up 4.6% of North Carolina's tourism expenditure. This computes to Hatteras being ranked 15th in expenditures for North Carolina earning \$356.214(M) which makes up 1.4% of the state's tourism expenditure. The amount of tax dollars earned by the state is a direct result of the amount of beach that is available to tourists and the ability to access the island along NC12. Studies show that for every \$1 invested the federal government receives \$320 in tax revenues from beach tourism. In 2008, Buxton alone had \$41,344,362 of direct expenditures related to beach recreation (BIMP Section XI- Region 4). The shoreline of Hatteras had an annual shore/bank fishing consumer surplus of \$7,424,967 making up 33% of Dare County's total amount and was the 2nd highest area in the state (NC BIMP Section IV).

Reduces potential storm damage to private property.

The Hatteras Island economy generates economic activity through home rentals, hotel visitation, food and beverage services, recreational fishing and water-sports, commercial fishing and associated support services. Dare County collects a 6% Occupancy tax on gross receipts derived from room rentals, lodging and campsite rentals. In 2019, Dare County ranked 2nd in State Occupancy tax behind Mecklenburg County, earning \$29,708,764. Real estate taxes also generate a substantial amount of revenue to the County which is used toward emergency services, fire, and police protections. In 2013, property value on Hatteras Island was \$2.1 billion accounting for 8,752 parcels and is currently expected to exceed \$3 billion. However, that same year, it was estimated that \$2 million was lost in annual occupancy rates due to a two monthly closure of NC 12 for dune rebuilding and road repairs during post storm recovery. One purpose of the project is to improve storm protection along the vulnerable section of the project area through adding beach quality sand into the system.

The economic impact Hatteras Island has on the county, state and federal tax revenue is extensive. This comes from the ability of people, goods and services to move freely on NC12. This project supports that capability and protects the critical infrastructure to facilitate the economy.

Expected Useful Life of the Project

The proposed project is expected to have a design life of the order of three years under normal conditions. Should storms occur more often after project completion, the project area may lose sand at a faster rate. Construction should be able to be completed in 45-60 days, and the newly nourished beach should adjust rapidly under wave actions and reach its equilibration within 1-2 years after project completion. The 2017-2018 initial nourishment has withstood a series of northeasters in March 2018, Hurricane Florence in September 2018, Hurricane Dorian in September 2019, and several other winter storms without significant damages to the oceanfront properties and NC 12. Due to the more-frequent-than-normal occurrence of storms, the project area has lost more sand than the historical average rate, and therefore, the initial project did not last as long as the original estimate of 7-10 years.

Financial Resources (i.e. A description of the source and availability of all local, state, and federal funds for the project)

The total project cost is expected to be \$17,000,259. Dare County anticipates to receive \$1,557,607 from NCDEQ Storm Damage Mitigation Fund and \$6,356,736 from FEMA to restore the sand losses from Hurricanes Florence and Dorian. The county imposes a 6% occupancy tax and utilizes 2% of it for beach nourishment projects in the county. Dare County has determined that there is sufficient amount of funds based off the financial model for the Buxton renourishment project.

Project Efficiency (i.e. incorporates regional planning, incorporates beneficial use, and readiness to proceed)

The planned maintenance project at Buxton will be done in combination with nourishment at Avon to its north to achieve cost savings. The combined project would also reduce the frequency of disturbance to the environment.

Economics favors a sand source that matches the native beach quality, involves the shortest transportation distance, and minimizes environmental impacts.



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The chosen borrow site is approximately 2-3 miles offshore of Buxton within state waters. Other possible borrow sources that have been used for beach nourishment include lagoon sediments, inlet shoals, and inland deposits. Lagoon sediments in Pamlico Sound are much finer than sand on the beach and contain levels of mud and silt unacceptable for beach nourishment. Significant accumulations of sand occur in the ebb- and flood-tidal delta shoals of the Oregon Inlet, but it is ~36 miles north of the project site. Therefore, lagoon sediments and inlet shoals are not deemed appropriate sand sources for the Buxton area. Inland deposits from sand pits in Currituck County were used for building dunes in Nags Head and Kitty Hawk (Dare County, NC) between 2004 and 2005 after Hurricane Isabel. The hauling distance was ~25 miles, total volume was ~300,000 cy, and the total construction cost was \$5 million (\$16.55/cy). No known sand mines with sufficient quality data are available in the Buxton area which could provide sufficient quantities to complete a 1.2-million cubic yard nourishment project. Therefore, offshore borrow areas are expected to be the best sand source for the Avon's future maintenance project. The construction method will be ocean-certified dredging.

The County has reserved funds for the proposed project, and received state and federal permits from NC Department of Coastal Management, National park Service, and the USACE. Bid documents were available for dredging companies in October 2021 with bid opening in November 2021. Construction was bid to allow work in either the summer of 2022 or the summer of 2023, with the winning bid in 2022. Construction is expected to be completed by December 15, 2022, and permit required post-project monitoring efforts will be completed by December 31, 2024.



Coastal Storm Damage Mitigation Application FY 2021-2022

North Carolina Department of Environmental Quality
Division of Water Resources

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10. Budget Detail:																		
	State Contribution (DWR)	Local / Municipal Match	Non- Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total												
Administration																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
Design																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
Permitting																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
Survey																		
Cash		\$783,538.00			\$783,538.00	\$783,538.00												
In-kind					\$0.00	\$0.00												
Construction Oversight																		
Cash		\$350,606.00			\$350,606.00	\$350,606.00												
In-kind					\$0.00	\$0.00												
Construction																		
Cash	\$1,557,607.00	\$15,866,115.00		\$6,356,736.00	\$15,866,115.00	\$23,780,458.00												
In-kind					\$0.00	\$0.00												
Construction Materials																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
Land																		
Cash					\$0.00	\$0.00												
In-kind					\$0.00	\$0.00												
Cash Sub-total	\$1,557,607.00	\$17,000,259.00	\$0.00	\$6,356,736.00	\$17,000,259.00	\$24,914,602.00												
In-kind Sub-total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00												
Total	\$1,557,607.00	\$17,000,259.00	\$0.00	\$6,356,736.00	\$17,000,259.00	\$24,914,602.00												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">DWR Total =</td> <td style="width: 20%; text-align: right;">\$1,557,607.00</td> <td style="width: 20%;">Local + Non-Fed Total =</td> <td style="width: 20%; text-align: right;">\$17,000,259.00</td> <td style="width: 20%;">Non-Federal % =</td> <td style="width: 20%; text-align: right;">74.49%</td> </tr> <tr> <td>DWR Match % =</td> <td style="text-align: right;">6.25%</td> <td>Local + Non-Fed Match % =</td> <td style="text-align: right;">68.23%</td> <td>Federal % =</td> <td style="text-align: right;">25.51%</td> </tr> </table>							DWR Total =	\$1,557,607.00	Local + Non-Fed Total =	\$17,000,259.00	Non-Federal % =	74.49%	DWR Match % =	6.25%	Local + Non-Fed Match % =	68.23%	Federal % =	25.51%
DWR Total =	\$1,557,607.00	Local + Non-Fed Total =	\$17,000,259.00	Non-Federal % =	74.49%													
DWR Match % =	6.25%	Local + Non-Fed Match % =	68.23%	Federal % =	25.51%													

22-11-41



**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.

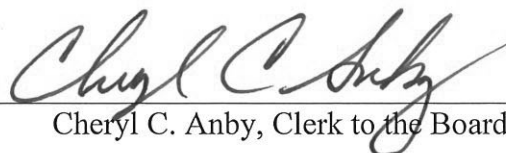
THEREFORE, BE IT RESOLVED THAT:

- 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



22-11-42

Resolution to Sponsor the Avon Village Beach Nourishment

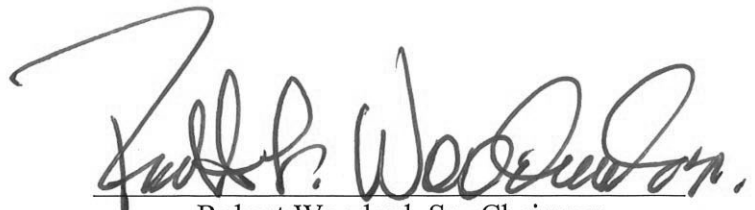
WHEREAS, Dare County desires to sponsor the Avon Village Beach Nourishment Project, to mitigate coastal storm damage to the ocean beaches and dune systems of the State.

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



22-11-43

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



ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director

NORTH CAROLINA
Environmental Quality

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,

Kevin Hart
Coastal Infrastructure Program Manager

CC: Richard Rogers, NC Division of Water Resources



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.



NCDOT Resolution for Airport Road Multi-Use Path

Description

The North Carolina Department of Transportation - Integrated Mobility Division offers a Feasibility Study Grant for Paved Trails and Sidewalks. If approved, an application will be submitted for a feasibility study to be performed on Airport Road. A Resolution passed by the Board of Commissioners is required as part of the application. No local funding match is required.

Board Action Requested

Adopt Resolution

Item Presenter

Barton Grover, Grants & Waterways Administrator



A RESOLUTION IN SUPPORT OF A NORTH CAROLINA DEPARTMENT OF TRANSPORTATION INTEGRATED MOBILITY DIVISION PAVED TRAILS AND SIDEWALK FEASIBILITY STUDY GRANT APPLICATION FOR AIRPORT ROAD ON ROANOKE ISLAND

WHEREAS, the North Carolina Department of Transportation – Integrated Mobility Division offers a Feasibility Study Grant for Paved Trails and Sidewalks; and

WHEREAS, a pathway alongside Airport Road on Roanoke Island has been recommended in the Albemarle Regional Bicycle Plan and the 2015 Dare County Comprehensive Transportation Plan; and

WHEREAS, the Dare County Board of Commissioners previously passed a Resolution in 2019 in support of including construction of a multi-use path alongside Airport Road in future planning documents; and

WHEREAS, the Dare County Board of Commissioners held a Special Meeting on August 11, 2022 to receive public comment and discuss a multi-use path on Airport Road; and

WHEREAS, the Dare County Board of Commissioners supports multi-use pathways as a way of enhancing public safety and providing much needed infrastructure for the community.

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Dare County, North Carolina hereby adopts the following resolution for the NCDOT Integrated Mobility Division to consider the Dare County Feasibility Study Grant application for Airport Road.

This 3rd day of January, 2023.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



DCM Local Planning and Management Grant Program

Description

The Division of Coastal Management has an available grant for beach, shoreline, and water management projects. Proposed project would consist of re-establishing control and stations for a systematic survey along the Rodanthe beach to update the 2013 Feasibility Report. Topographic and bathymetric data will be used to determine minimum beach volume necessary for 5 years of storm protection and expected costs. The State will provide up to a 75% match.

Board Action Requested

Approve application, budget amendment, and authorize County Manager to enter into contract with DEQ

Item Presenter

Barton Grover, Grants & Waterways Administrator

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
NCDEQ OCM Rodanthe BN Grant	223025	427013	00783	25,000	
Appropriated Fund Balance	223090	499900		8,335	
 <u>Expenditures:</u>					
BN Rodanthe Feasibility Rpt	224580	537639	00783	33,335	

Explanation:

22-23 North Carolina Local Planning and Management Grant to update the Rodanthe Beach Nourishment Feasibility Report

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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



Budget Amendment for Dare County Schools Local Current Expense

Description

The State finalized and adopted its budget after the County. Operating funding (local current expense) for the budget was calculated using estimates supplied by the State.

The final State budget provided a COLA of 4% - the estimate used in the budget calculation was 2%. The final State budget set the employer retirement system rate at 24.50% - the estimate used in the budget calculation was 24.19%.

County staff has verified the updated calculation which results in \$199,775 of additional funding.

Board Action Requested

Adopt budget amendment.

Item Presenter

David Clawson, Finance Director



DARE COUNTY SCHOOLS

Mr. Stephen G. Basnight, III
Superintendent

Board of Education

Ron C. Payne | Chairman
Barry L. Wickre | Vice-Chairman
Mary Ellon Ballance
Susan Bothwell
Matt Brauer
Ron Payne
David Twiddy
Carl Woody

December 16, 2022

Mr. Bobby Outten
Dare County Manager
PO Box 1000
Manteo, NC 27954

Dear Mr. Outten:

Please find attached the revised funding formula for the current fiscal year. The budget that was adopted by the State legislature included two material changes to the formula that was used to establish Dare County's allocation for Dare County Schools. Specifically, the cost of living adjustment for all school employees was increased from the proposed 2.5% to 4.0% and the rate for the employer contribution for retirement increased from the proposed 24.19% to 24.50%. The impact of these changes amounts to \$199,775.

Thank you for your consideration of this request and for the continued support.

Sincerely,

Steve Basnight, Superintendent
Dare County Schools

cc: Dave Clawson, Director of Finance, Dare County
Anna McGinnis, Interim Director of Finance, Dare County Schools

Proposed Structure for Funding Formula
 For Discussion Purposes Only -- Numbers are illustrative and are not final
 Uses the All Urban Consumer Price Index (CPI-U) for the South for all Items as of February 2022

12/16/2022

Adjustments highlighted in yellow

Dare County Base (County Appropriation for 2022) \$23,890,957

For Discussion Purposes Only - Numbers are not final

SECTION 1

	Current Funding	Projected 2022-23 Funding*	Projected 2022-23 Funding*		Projected Adjustment to Prior Year Base	Actual Adjustment to Prior Year Base
Adjusted For General Assembly Action*						
Salaries						
Certified	4,572,545	4,686,859	4,755,447	actual increase 4%, not 2.5%	114,314	182,902
Supplements/Stipends	2,634,733	2,700,601	2,740,122		65,868	105,389
Classified (non-certified)	4,664,310	4,780,918	4,850,882		116,608	186,572
						0
FICA	865,451	930,881	944,504		65,430	79,053
Retirement (projection is 24.19% as noted in the State biennium budget, compared to 22.89% in FY22)	2,463,710	2,675,426	2,709,712	actual increase 24.5%, not 24.19%	211,716	246,002
Health Insurance (projection is \$7,397 as noted in the State biennium budget, compared to \$7,019 in 21-22)	1,264,703	1,332,870	1,332,870		68,167	68,167
TOTAL SECTION 1	16,465,452	17,107,555	17,333,538		642,103	868,086

SECTION 2

Items Based on Student Enrollment** and CPI***

For Discussion Purposes Only - Numbers are not final

		8.40%	5104	5171		
Drug Testing	30,000	32,520	21-22 Best 1 of 2	22-23 Allotted ADM		
Printing	0	-				
Copies	240,375	260,567				
Classroom Technology	636,443	689,904				
Postage	23,150	25,095				
Instructional Supplies	399,112	432,637				
School Office Operations	29,936	32,451				
Textbooks	0	-				
Media (Library)	25,245	27,366				
TOTAL SECTION 2	1,384,261	1,500,539	293.99	1,520,236	135,975	135975

SECTION 3

Items Based on CPI***/Rate Increases****/Square Footage*****

For Discussion Purposes Only - Numbers are not final

Other Contracted Services	1,290,839
Workshop Expense	119,233
Advertising	500
Rentals (equipment, storage space, etc.)	26,000
Insurances (liability, property, life, dental, etc)	945,252
Non-instructional supplies	493,359
Repairs and maintenance	698,941
Utilities	2,688,042
Transportation	268,480
Equipment	105,564
Custodial Needs	178,500
Travel	89,245

TOTAL SECTION 3	6,903,955	(base Increased by CPI of 8.4%)	7,483,887	579,932	579932
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Total Projected Funding Increase	\$1,358,011	\$1,583,993
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Adjusted for 96.51% funding:	\$1,310,616	\$1,528,711
Prior Year Actual to Budget Variance (91.6%)	\$1,200,524	\$1,400,299
(\$1,993,363/\$23,646,450) = 8.4%		

Total Local Funding (not including PreK, GovTV, and other grants)	24,753,668
Local Funding Provided by Dare County (Base)	23,890,957
% of local funding from Dare County*****	96.51%

* Additional Funding	\$ 1,200,524	\$ 1,400,299
FY 2021-22 Funding	\$ 23,890,957	\$ 23,890,957
FY 2022-23 Funding	\$ 25,091,481	\$ 25,291,256

supplements		
Increase	250,000	250,000
	\$ 25,341,481	\$ 25,541,256

* Salaries are based on a projected 2.5% increase, as outlined in the biennium budget. Classified will have to be paid a minimum of \$15/hour.

** 2022-23 enrollment numbers are based on DPI's projected enrollment of 5171. The enrollment figure for 2020-21 is based on DPI's actual ADM of 5104.

*** The CPI percentage used is the percent change for the 12 months ended February 2022 based on the CPU-U for the South for all items.

**** Actual rate increases can be incorporated if known for items such as insurances and utilities.

***** The impact of additions in square footage (e.g. MES expansion) has not been incorporated in those items directly impacted such as utilities and custodial needs.

***** Dare County provides 96.51% of the funding for local current expenses. The other 3.49% is comprised of the following items: fines and forfeitures, indirect costs, facility use rentals, sales tax reimbursement, investment income and various smaller miscellaneous items.

Difference	\$ 199,775
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DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Dare County Schools					
<u>Revenues:</u>					
Appropriated fund balance	103090	499900		\$199,775	
<u>Expenditures:</u>					
DCS local current expense - new	104675	570002		\$199,775	

Explanation:

Updated Local Current Expense calculation that uses final State budget amounts for employee COLAs & the employer retirements rate.

COLA budgeted at 2.5% and actual was 4.0%.

Employer retirement rate budgeted at 24.19% and actual was 24.50%.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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

COPY



Dare County Marine Sand Search Investigation and Borrow Area Design

Description

Dare County was awarded a grant for \$1,000,000 from the North Carolina DEQ to aid in the mitigation of storm water damage and erosion control. Coastal Protection and Engineering's (CPE) proposal includes an offshore sand search to identify future borrow pit areas of beach quality sand. The proposal is outlined below:
2 year project not to exceed \$2,000,000 broken into 3 tasks.

Tasks 1 and 2 to be conducted in Year 1 include surveys, vibrocore samples, and geo-technical analysis.
Task 3 to be conducted in Year 2 will include the final geo-technical report.

The cost breakdown for Tasks 1 and 2 is included as Exhibit B within the attached proposal.

Board Action Requested

Approve both the Budget Amendment and the Proposal and Authorize County Manager to sign Proposal

Item Presenter

Dustin Peele - Project and Procurement Manager

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Beach Nourishment Fund					
<u>Revenues:</u>					
NC DEQ Grant	223025	427013	60355	\$1,000,000	
Appropriated fund balance	223090	499900		\$1,000,000	
<u>Expenditures:</u>					
Sand source & borrow area study	224580	537645	60355	\$2,000,000	

Explanation:

NC DEQ grant and County match for Services for a Marine Sand Sarch Investigation and Borrow Area Design for the northern beaches Towns' project. Tasks are to identify sand sites and determine appropriateness of each site for future maintenance projects and to determine if sufficient sources are present for the next 30 years.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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

COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.

4038 MASONBORO LOOP ROAD, WILMINGTON, NC 28409

910-791-9494 PHONE 910-791-4129 FAX

December 20, 2022

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

Re: Proposal: Year 1 (2023) Services for a Marine Sand Search Investigation and Borrow Area Design

Dear Mr. Outten:

Coastal Protection Engineering of North Carolina, Inc. (CPE-NC) is pleased to provide you with this proposal to provide services associated with a marine sand search investigation and borrow area design for future beach nourishment projects in Dare County.

The North Carolina Division of Water Resources (DWR) awarded Dare County \$1,000,000 in financial assistance to be used for costs associated with projects to mitigate or remediate coastal storm damage to the ocean beaches and dune systems as submitted in the County's grant application. The grant application specifically describes the project as a regional sand resource investigation aimed at:

1. Identifying sand sources located more proximate to various project sites, which will decrease the effective cost of future maintenance events, and
2. Providing assurances for planning that sufficient sand resources exist to sustain the projects over a long-term (30-year) planning horizon.

The Scope of Professional Services is attached to this proposal as Exhibit A. The services included in Exhibit A are comprehensive with respect to the anticipated services required to complete the project as stated in the grant application. The project is anticipated to be completed over two years with Tasks 1 and 2 completed in Year 1 (2023) and Task 3 completed in Year 2 (2024). Tasks 1 and 2 will include the desktop study, planning, survey permitting, reconnaissance geophysical survey, cultural resource surveys for clearing geotechnical survey locations, geotechnical permitting, and reconnaissance geotechnical survey. Phase 1 and 2 data will provide the information necessary to identify potential borrow areas for design level surveys. The results of Tasks 1 and 2 will dictate the specific details and costs associated with Task 3. Therefore, the attached cost proposal is for services included under Task 1 and 2 only. The Services included under Tasks 1 through 2 will be performed for a lump sum fee of \$838,118. These Services include obtaining Bureau of Ocean Energy Management (BOEM) Authorizations and conducting reconnaissance level geophysical and geotechnical surveys.

At the completion of services included under Tasks 1 and 2, CPE will share results of the reconnaissance investigations with Dare County and the Towns and engage in discussions regarding how to prioritize areas to be investigated for the design of borrow areas. This design level investigation will fall under Task 3 as described in Exhibit A and include design level geophysical surveys and geotechnical surveys, cultural resource surveys, the design of borrow areas, performing a compatibility analysis, and the development of a geotechnical report. Task 3 services are anticipated to be conducted in 2024 and will be included under a separate cost proposal to be submitted to Dare County at the end of 2023.

The total amount of the proposed services set forth herein, is \$838,118. Barring any unforeseen circumstances, CPE anticipates completing the Services and providing the following deliverables associated with the Services to the COUNTY and applicable agencies no later than 12 months following receipt of your written authorization to

proceed. Please see Exhibit C – List of Deliverables, for a comprehensive list of deliverables associated with Year 1 and Year 2 services and a description of each.

- Monthly progress reports
- Geophysical Survey Summaries
- Vibracore Survey Summaries

TERMS AND CONDITIONS:

CPE’s performance of the proposed Services is conditioned upon mutually acceptable contract terms and conditions. In that regard our standard terms and conditions, as previously negotiated and modified for prior services provided to the County, are attached for your consideration. A copy of this Proposal with its attachments will become an Exhibit to the attached Services Agreement when executed by the parties.

Very truly yours,

COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.



Ken Willson
Senior Program Manager

COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.
SERVICES AGREEMENT
LUMP SUM AND TIME & MATERIALS BASIS

All in accordance with the following terms and conditions.

1. **SCOPE OF SERVICES: COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC. (“CPE”)** agrees to perform for the undersigned CLIENT, professional consulting (“Services”) described in the attached Proposal and/or as follows:

Proposal: YEAR 1 (2023) SERVICES FOR A MARINE SAND SEARCH INVESTIGATION AND BORROW AREA DESIGN.

2. **FEES, INVOICES AND PAYMENTS:** The Services associated with Tasks 1 and 2 will be performed for a lump sum fee of: **Eight hundred thirty-eight thousand, one hundred eighteen dollars and zero cents (\$838,118.00).**

A separate cost proposal will be provided to the County for Services associated with Task 3 following the conclusion of Task 1 and 2. **The total cost of Tasks 1 through 3 shall not exceed Two million dollars (\$2,000,000).**

Invoices will be submitted by CPE no more frequently than every month, with payment due upon CLIENT’S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payments (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, tariffs and duties levied against CPE or its employees by any government or taxing authority. A service charge equal to one-half percent (1/2 %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion

of an invoice, the undisputed portion shall be promptly paid.

3. **CLIENTS COOPERATION:** To assist CPE in performing the Services, CLIENT shall (i) provide CPE with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with CPE when requested, (iii) permit CPE reasonable access to relevant project sites, (iv) ensure reasonable cooperation of CLIENT’s employees in CPE’s activities, and (v) notify and report to all regulatory agencies as required by such agencies.

4. **CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to CPE, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, CPE will exercise reasonable efforts to avoid the disclosure of such information to others. Likewise, to the extent that CPE discloses to CLIENT, business or technical information that CPE clearly marks in writing as confidential or proprietary, CLIENT will exercise reasonable efforts to avoid the disclosure of such information to others.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v)

three (3) years from the date of receipt of such information; or (vi) when required by process of law; or by North Carolina Public Records Law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

5. DELAYS AND CHANGES IN CONDITIONS:

If CPE is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by CPE; or (vi) any other cause beyond the reasonable control of CPE, then 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) CPE shall receive an equitable compensation adjustment. Any such equitable adjustment shall be based on CPE's then current Time and Material Rates, as may be provided in a Rate sheet attached hereto.

6. INSURANCE: CPE is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to CLIENT on request. If the CLIENT requires further insurance coverage, CPE will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

7. INDEMNITIES: CPE shall defend, indemnify and hold harmless CLIENT and its officers and employees from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CPE, its borrowed

servants and their employer and its subcontractors, and their respective employees and agents acting in the course and scope of their employment.

8. LIMITATIONS OF LIABILITY:

a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY CPE SHALL BE TO REQUIRE CPE TO REPERFORM ANY DEFECTIVE SERVICES. CPE'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED EXCEPT FOR THE INDEMNIFICATIONS SET FORTH IN SECTION 7 ABOVE. THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE THE GREATER OF WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE AMOUNT OF COMPENSATION FOR SUCH SERVICES, OR THE LIMITS OF CPE'S INSURANCE COVERAGE FOR SUCH CLAIMS, WHICH AMOUNT SHALL NOT BE LESS THAN \$1,000,000. CPE SHALL PROVIDE CLIENT PROOF OF COVERAGE UPON EXECUTION OF THIS AGREEMENT

b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, CPE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

9. **GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

10. **TERMINATION:** Either party may terminate this Agreement with or without cause upon forty five (45) days' written notice to the other party. Upon such termination, CLIENT shall pay CPE for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay CPE all reasonable costs and expenses incurred by CPE in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

11. **ASSIGNMENT:** Neither CPE nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CPE may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

12. **MISCELLANEOUS:**

a. **ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS:** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by CPE to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by CPE, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the three pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CPE to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other

document issued by the CLIENT is hereby expressly objected to by CPE and shall not operate to modify the Agreement.

b. **DISPUTES, ATTORNEY FEES** – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 9 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

c. **WAIVER OF TERMS AND CONDITIONS** - The failure of CPE or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by CPE or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

e. **SEVERABILITY AND SURVIVAL** - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and CPE agree to the foregoing **(INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS herein)** and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on _____, 2022

COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.

By (Sign): _____

Print Name: Kenneth Willson

Title: President

Address: 4038 Masonboro Loop Road

Wilmington, NC 28409

Phone: (910) 443-4471

Fax: N/A

E-mail: Kwillson@coastalprotectioneng.com

COUNTY OF DARE, NORTH CAROLINA

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Attachments:

Exhibit A – Scope of Services

Exhibit B – Breakdown of Costs

Exhibit C – List of Deliverables

**EXHIBIT A:
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY
MARINE SAND SEARCH INVESTIGATIONS AND BORROW AREA DESIGN**

Coastal Protection Engineering of North Carolina, Inc. (CPE) will provide sand search and borrow area design services to Dare County (COUNTY) in support of future beach nourishment projects. The proposed project is a regional sand resource investigation aimed at 1) identifying sand sources located more proximate to various project sites, which will decrease the effective cost of future maintenance events, and 2) providing assurances for planning that sufficient sand resources exist to sustain the projects over a long-term (30-year) planning horizon. This proposal includes geotechnical work associated with a marine sand search investigation and borrow area design to be used for beach fill projects along the COUNTY's ocean shoreline.

Background Information:

The northern Dare County Towns of Duck, Southern Shores, Kitty Hawk and Kill Devil Hills have established long-term beach management programs to sustain the beaches that support a significant portion of their local economy, provide coastal storm damage mitigation to public infrastructure and private property, and enhance the resilience of their Towns. Initial construction of the Duck, Kitty Hawk, and Kill Devil Hills beach nourishment projects were completed in the summer of 2017. From June through November of 2022, the first maintenance projects for the Towns of Kill Devil Hills and Kitty Hawk were completed. During this same time the initial construction of the Town of Southern Shores shore protection project was constructed. The first maintenance project for the Town of Duck is scheduled to be completed in spring 2023. All four (4) of the Towns have implemented a maintenance program to monitor the performance of these projects and to plan for future maintenance events. While timing and cost of future projects is a major component of the project maintenance, having an economically viable and sufficient long-term sand source is equally paramount to the long-term sustainability of these projects.

The 2017 nourishment project exhausted the northernmost source (Borrow Area C). The southern source (Borrow Area A) was used in the 2017 and 2022 projects. Following completion of the 2022 project, sand is expected to be available for additional projects. However, additional sand sources are necessary for the long-term sustainability of Dare County nourishment projects and to provide contingency if storms impact the projects and require out of cycle maintenance. Furthermore, given the geographic area where Borrow Area A is located, the identification of sources more proximate to the northern projects (Duck and Southern Shores) would reduce future costs and preserve the sand remaining in Borrow Area A.

In order to obtain a state permit from the NC DCM, geotechnical and geophysical investigations of both the native beach and borrow area must be conducted to determine if the source is compatible with the beach. The State Technical Standards for Beach Fill Projects (15A NCAC 07H.0312) defines the requirements of data collection and the procedure in which compatibility will be determined. CPE will conduct reconnaissance (Year 1) and design level (Year 2) geophysical and geotechnical surveys, data processing and interpretation, borrow area design, compatibility analysis, and production of a final geotechnical report. The investigation will employ a systematic approach to marine sand searches (e.g., ¹Finkl, Andrews, and Benedet, 2003, and ²Finkl, Andrews, Willson, and Andrews, 2005).

**EXHIBIT A:
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY
MARINE SAND SEARCH INVESTIGATIONS AND BORROW AREA DESIGN**

Field investigations associated with the Marine Sand Search Investigation include a reconnaissance joint seismic reflection profiling, sidescan sonar, bathymetric, and magnetometer survey of multiple investigation areas that are located in both State and Federal waters (Figure 1). The survey plan consists of up to 132 nautical miles of geophysical survey lines. CPE will layout the survey plan based on the results of the Phase 1 analysis as described in the subsequent section of this Scope of Professional Services. CPE may also revise the final survey line distribution through on-the-fly interpretation of field data. Following the reconnaissance geophysical survey, up to thirty-one (31) vibracores will be collected at locations approved by the team's archeologist. Reconnaissance geophysical data and vibracores will be analyzed to determine locations for further borrow area development, which will occur in Year 2 of this two-year study. Planning on the Year 2 layout of the joint seismic reflection profiling, sidescan sonar, bathymetric, and magnetometer survey will be determined based on the results of the reconnaissance geophysical survey as well as the reconnaissance vibracore investigations.

A detailed description of each phase associated with this scope of professional services is provided below.

Task 1: Phase I – Desktop Analysis and Permitting

A thorough review of recipient beaches, project areas, and regional sediment resources will be conducted. This analysis will examine previously collected information within the geologic context of the investigation area to identify features having the highest potential of containing beach compatible sand. The Towns have previously conducted several investigations and have compiled considerable historic data that will be used in Phase I.

Portions of the survey areas shown on Figure 1 are located seaward of state waters, falling under the jurisdiction of the Bureau of Ocean Energy Management (BOEM). The offshore surveys (geophysical and geotechnical) will require authorization from BOEM. CPE will prepare and submit BOEM Authorization applications and respond to any requests for additional information. CPE will coordinate with BOEM and incorporate reasonable protocol necessary to adhere to conditions of the authorizations in order to conduct the surveys. CPE will also provide status updates and final deliverables to BOEM as required in the authorizations.

Task 2: Phase II – Reconnaissance Geophysical and Geotechnical Surveys

A joint geophysical investigation (collecting sub-bottom reflection profiles, sidescan sonar imagery, magnetometer, and bathymetric data) will be conducted at reconnaissance line spacing to assess the thickness of potential sand resources. Geotechnical data (vibracores) will also be collected along reconnaissance survey lines to ground truth sediment layers. Wide survey line and vibracore spacing is designed to cover large expanses of the seafloor. Up to 132-line miles of geophysical data will be collected during the reconnaissance geophysical survey.

**EXHIBIT A:
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY
MARINE SAND SEARCH INVESTIGATIONS AND BORROW AREA DESIGN**

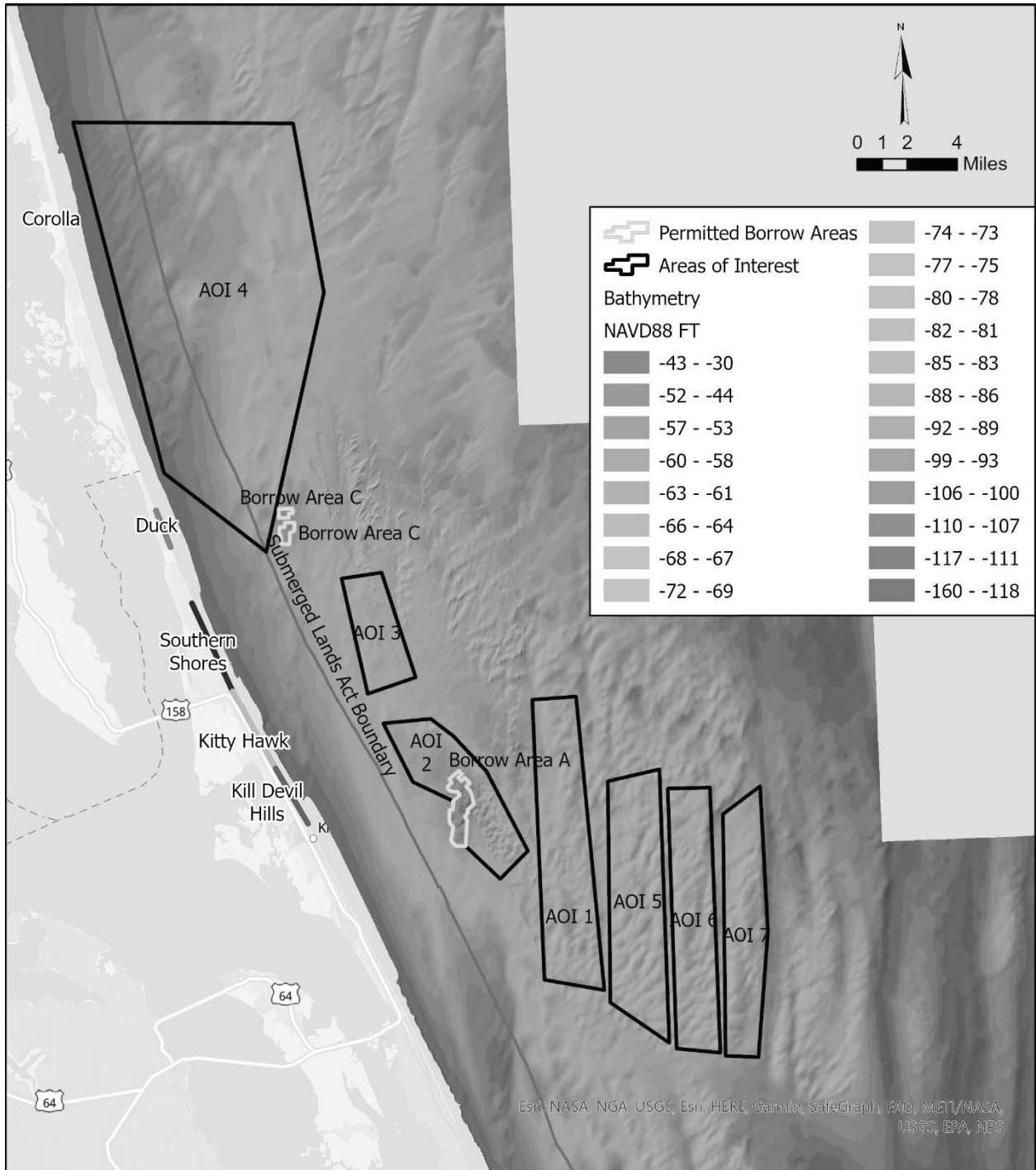


Figure 1. Reconnaissance sand search plan.

**EXHIBIT A:
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY
MARINE SAND SEARCH INVESTIGATIONS AND BORROW AREA DESIGN**

The survey control and accuracy standards will be consistent with the North Carolina Division of Coastal Management's Technical Standards for Beach Fill Projects (15A NCAC 07H .0312). A report from the surveyor will be submitted certifying that the survey meets the technical standards.

Geophysical Survey Equipment

Navigation System

A Trimble Real Time Kinematic (RTK) Global Navigation Satellite System (GNSS) receiver (or equivalent) will be used for the main horizontal positioning system for the survey. Water level (tide) corrections will also be provided by GNSS. GNSS corrections will be provided by the North Carolina GNSS CORS and Real-Time Network. Corrections are received over air through a cellular network internet connection. A traditional land based RTK base station will be utilized if cellular signal is lost or intermittent offshore. All GNSS data will be tied to local CORS and/or National Geodetic Survey (NGS) control monuments. System checks will be performed at the beginning and end of the survey using National Geodetic Survey (NGS) control monuments.

A Trimble SPS461 will be used to provide true heading for vessel and geophysical systems. The SPS461 is a dual antennae system that provides true heading over short baselines. The SPS461 will be used for heading only. A TSS DMS-25 (or equivalent) will be used to provide heave, pitch, and roll corrections of the vessel. Motion data will be acquired in real time with the navigation system and applied in the post-processing of applicable systems.

Seismic Reflection Profile Surveys

An EdgeTech 3200 512i chirp sub-bottom system (or equivalent) will be used to conduct the chirp sub-bottom profile surveys. The 3200 SB-512i Full Spectrum Sonar is a versatile wideband FM sub-bottom profiler that collects digital normal incidence reflection data over many frequency ranges (between 0.5 and 12 kHz). This instrumentation generates cross-sectional images of the seabed (to a depth of up to 50 ft). The 3200 SB-512i transmits an FM pulse that is linearly swept over a full spectrum frequency range (also called a "chirp pulse"). The tapered waveform spectrum results in images that have virtually constant resolution with depth. APTIM will utilize the 20 millisecond, 0.7 to 12 kHz chirp pulse at or below a power setting of 75% throughout the duration of the survey.

Bathymetric Survey

The Odom Hydrographic Systems, Inc.'s E20 (or equivalent), a single frequency portable hydrographic echosounder, will be used to perform the bathymetric survey. The E20 will be set to operate at a frequency of 200 kilohertz (kHz) and is a digital, survey-grade echosounder. The sounder will be calibrated via bar-checks and a sound velocity probe at the beginning and end of each day, or when there is a known variation in the water column. The Valeport SWiFT sound velocity meter will be used and offers a fast calibration for

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sound velocity as compared to the traditional bar-check. Bar-checks will also be performed to verify speed of sound measurements and transducer draft.

Sidescan Sonar Survey

An EdgeTech 4200 sidescan sonar system (or equivalent) will be used to collect sidescan sonar backscatter data over the seafloor within the investigation area. The 4200 sidescan sonar system uses full-spectrum chirp technology to deliver wide-band, high-energy pulses coupled with high resolution and superb signal to noise ratio echo data. The portable sidescan package includes a laptop computer running the Discover® acquisition software and a 300/600 kHz dual frequency towfish running in high definition mode. The dual frequency towfish has a maximum operating range (meters per side) of 230 meters (m) for the 300 kHz low frequency and a 120 m for the 600 kHz high frequency.

Magnetometer Survey

A Geometrics G-882 Digital Cesium Marine Magnetometer (or equivalent) will be used to perform a cursory investigation of magnetic anomalies throughout the survey areas. The purpose of the magnetometer survey is to establish the presence of any potential underwater wrecks, submerged hazards, infrastructure, or any other features of interest. The HYPACK software will record magnetic anomalies directly from the Geometrics magnetometer at a sufficient distance away from the survey vessel to not record magnetic signatures from the survey vessel.

Geophysical Data Analysis

This task will include all geophysical data processing and the interpretation of the bathymetry, sidescan sonar, chirp sub-bottom profiler, and magnetometer data. The goal of this effort is to identify potential sand deposits, which will later be ground-truthed through geological sampling, potential targets of concern (environmental, archaeological, infrastructure, etc.), and magnetic anomalies that may present hazards to geotechnical activities or future borrow area design.

Upon completion of the fieldwork, bathymetric data will be edited and reduced with Hypack 2022 and Trimble Geomatics Office. The raw digital hydrographic data will be viewed in Hypack 2022 and a comma delimited file will be created and exported.

Post-collection processing of the chirp sub-bottom data will be completed using Chesapeake Technology, Inc.'s SonarWiz 7 software. This software allows the user to apply specific gains and settings in order to produce enhanced sub-bottom imagery that can then be interpreted and digitized for specific stratigraphic facies relevant to the project goals as described above.

Raw .jsf files will be imported into SonarWiz 7 and the data will be bottom tracked, gained, and swell filtered. The process of bottom tracking uses the high-amplitude signal associated with the seafloor to map it as the starting point for gains and swells. Swell filtering is a ping averaging

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function, which allows for the elimination of vertical changes caused from towfish movement produced from changes in sea state. The swell filter will be increased or decreased depending on the period and frequency of the sea surface wave conditions and special care will be taken not to over-smooth and eliminate features on the seafloor. Time Varying Gain (TVG) will be applied and adjusted to produce a better image (contrasts between low and high return signals) below the seafloor to increase the contrast within the stratigraphy and increase the amplitude of the stratigraphy with depth, accounting for some of the signal attenuation normally associated with sound penetration over time. A blank water column function will also be applied to eliminate any features such as schools of fish under the chirp sub-bottom system which produce reflected artifacts within the water column.

Bottom tracked chirp sub-bottom profile lines will be opened to digitally display the recorded subsurface stratigraphy. The chirp sub-bottom stratigraphy will be interpreted and the depth of the top of reflectors representing the project goals above will be digitized on the sub-bottom imagery. The stratigraphic reflector that best correlates with these layers will be digitized by digitally clicking on the reflector within SonarWiz to create a color-coded boundary. This boundary appears on the subsequent chirp sub-bottom imagery to allow for an easy, visual reference for the reflector. These reflectors will then be exported from SonarWiz and converted into surfaces based on depth below the seafloor and imported into a Geographic Information System (GIS) to create maps for each individual reflector as able. Envelope bottom tracked chirp sub-bottom profile lines will be exported and submitted.

Post collection processing of the sidescan sonar data will be completed using Chesapeake Technology, Inc.'s SonarWiz 7 software. This software allows the user to apply specific gains and settings in order to produce enhanced sidescan sonar imagery that can be interpreted and digitized for specific benthic habitat features and debris throughout the study area. The first step in processing is to import the data into the software and bottom track the data. This is achieved using an automated bottom tracking routine, and in some cases, done manually. This step provides the data with an accurate baseline representation of the seafloor and eliminates the water column from the data.

Once the data are bottom tracked, they will be processed to reduce noise effects (commonly due to the vessel, sea state, or other anthropogenic phenomenon) and enhance the seafloor definition. All of the sidescan sonar data will likely utilize an Empirical Gain Normalization (EGN) table which will be built to include all of the sidescan sonar data. EGN works extremely well in most situations and can be considered a replacement for Beam Angle Correction (BAC). EGN is a function that sums and averages all the sonar amplitudes in all pings in a set of sonar files by altitude and range. The amplitude values are summed and averaged by transducer (port and starboard). Automatic Gain Control (AGC) will then be used to adjust the sonar signal reflection based on the incidence angle and propagation. In addition, TVG will be used to equalize the backscatter. AGC and TVG will be used to further fine-tune the sidescan sonar tracklines.

After processing each line, the data will be inspected and interpreted for the location and extent of unconsolidated sediment as well as ocean bottom features such as benthic habitats, exposed

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pipelines, cables, underwater wrecks, potential cultural resources, etc. Each potential area of interest will be identified and marked with either a feature or a contact target. When potential contacts are identified, a point will be digitized to provide geographic coordinate information at the contact location for integration into GIS and an image of the contact will be produced. All geologic features and sediment boundaries will be digitized in SonarWiz 7 by encapsulating the feature into a geographically referenced polygon/polyline shapefile for integration into GIS.

The magnetometer data will be processed utilizing HYPACK's magnetometer data processing software (or equivalent) to identify any potential magnetic anomalies. In order to normalize the magnetic field and select anomalies with the finest data resolution possible, the background magnetic field and background noise will be adjusted to negate for diurnal variations. Within MagEditor, the diurnal magnetic readings will be duplicated and cropped. The cropped data will then be deducted from the original gamma readings to normalize the magnetometer data from any diurnal variations. Anomalies will then be selected with the Whole Magnetic Analysis tool, accounting for the distance over ground, time elapsed, the minimum and maximum gamma readings, and the total peak to peak gamma readings.

Ferrous items, detected via the magnetometer, are typically associated with an increased gamma intensity reading and seen as monopoles, dipoles and multi-component signals. These varying signals distinguish the anomalies from the natural environment. Anomalies identified throughout the processing and identification phase will then be classified based on their magnetic signatures and intensity.

Each survey line will be viewed and interpreted in for any magnetic anomalies. Once all magnetic anomalies are identified, they will be compared (based on proximity, signature and intensity) to any distinguishable features identified in the sidescan sonar and sub-bottom data.

A Geological Sampling Plan (GSP) will be submitted to comply with BOEM's archaeological and bottom habitat mitigation requirements. The GSP will confirm that sample locations will not be placed in areas without sufficient data coverage to effectively clear the locations if impacts to archeological and benthic resources. The GSP will contain the results of the Archaeological Resource Assessment and the Benthic Habitat Assessment of up to 31 vibracore locations to avoid adversely impacting resources.

An archaeological assessment for the proposed sites will be conducted prior to the collection of vibracores. As part of the archaeological clearance, a Qualified Marine Archaeologist will evaluate the collected geophysical data in the context of known historical use of the survey area. Once the assessment is complete, a letter report will include maps with as-run tracklines, proposed vibracore sites, identified targets from the magnetometer and side scan sonar data, bathymetric contours, and clearance buffers. Images of the chirp sub-bottom data will also be included that display the subsurface stratigraphy at each proposed site. The report will also include tables that detail the characteristics of magnetic anomalies and/or sidescan sonar contacts located within the clearance buffers of the proposed core locations, if any. A digital appendix with shapefiles for relevant contacts, anomalies, and features with their attributes will also be included as part of the report.

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An analysis of sensitive benthic habitats will be conducted as part of the geophysical data processing. The results of the habitat assessment will be included in the GSP and will consist of maps showing identified features (with labels), habitat boundaries, avoidance buffers, proposed vibracore locations, and bathymetric contours. Additionally, a summary table with avoidance requirements and mitigation measures will also be included.

Geotechnical Survey

A vibracore survey plan will be developed based on the results of the reconnaissance geophysical survey. The survey includes vibracoring to investigate promising locations identified during the reconnaissance geophysical survey. Up to thirty-one (31) vibracores will be collected during the initial investigation of the potential sand sources.

Vibracore Survey Equipment

A 271B Alpine Pneumatic vibracore (or equivalent), configured to collect undisturbed sediment cores up to 20 ft. in length, will be used for this investigation. This self-contained, free-standing pneumatic vibracore unit contains an air-driven vibratory hammer assembly, an aluminum H-beam which acts as the vertical beam upright on the seafloor, 20-ft long steel tubes measuring 4" in diameter (with a plastic core liner) and a drilling bit with a cutting edge. An air hose array provides compressed air from the compressor on deck to drive the vibracore. If recovery is less than 10 feet, the sampled portion will be removed from the pipe, a new core pipe attached, and a jet pump hose will be attached just below the vibracore head. After lowering the rig to the bottom and jetting to two (2) feet above the recovery depth, the jet will be turned off and the vibrator turned on in order to attempt to collect the remaining core. The vibracore unit will be crane deployed from a sufficiently large vessel to adequately deploy and retrieve the unit.

At each core location a vibracore will be taken. If field measurements indicate that less than 10 foot recovery has been achieved, then up to two (2) additional cores will be taken, or a hydraulic jetting technique will be used to facilitate sampling below previously retained material. In the event a jet is used, the recovery of the original vibracore and additional vibracore sections will be combined to determine total recovery. Should the above procedures not result in 10 foot or more recovery, then this drilling effort will be considered a completed core for purposes of payment under this contract.

Geotechnical Data Analysis

Vibracore Logging and Sediment Sample Analysis

Vibracores will be cut into 5 foot sections and transported to CPE for processing. The vibracores will be logged by describing sedimentary properties by layer in terms of layer thickness, color, texture (grain size), composition and presence of clay, silt, gravel, or any other identifying features. The vibracores will be photographed in 2.0 ft. intervals.

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Sediment samples will be extracted from the vibracores at irregular intervals based on distinct stratigraphic layers in the sediment sequence. The vibracores will then be wrapped and archived.

Mechanical Sieve Analysis

The sediment samples will be analyzed to determine color and grain size distribution. During sieve analysis, the wet, dry and washed Munsell colors will be noted. Sieve analysis of the sediment samples will be performed in accordance with the American Society for Testing and Materials (ASTM) Standard Methods Designation D 422-63 for particle size analysis of soils. This method covers the quantitative determination of the distribution of sand size particles. For sediment finer than the No. 230 sieve (4.0 phi) the ASTM Standard Test Method, Designation D 1140-00 will be followed. Weights retained on each sieve will be recorded cumulatively. Grain size results will be entered into the gINT® software program, which computes the mean and median grain size, sorting, silt/clay percentages for each sample using the moment method.

Carbonate Testing

Samples will also be tested for carbonate content. Carbonate content will be determined by percent weight using the acid leaching methodology described in Twenhofel, W.H. and Tyler, S.A., 1941. *Methods of Study of Sediments*. New York: McGraw-Hill, 183p.

Data Analysis and Coordination

Phases I and II will be conducted in Year 1 under Tasks 1 and 2. The investigation will be designed such that the results of Phases I and II will provide general information on the long-term availability of sediment resources for projects in northern Dare County, particularly for the Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills.

Following the completion of Phases I and II in Year 1, CPE and local government representatives will collaborate to prioritize those areas that will be targeted for Phase III investigations. Phase III will be conducted in Year 2 under Task 3 and will be designed to collect the data necessary to fully design borrow sites with sufficient data to obtain permits for their use in future projects. These sites will be determined based on the necessity for additional sand sources in different geographic locations and the potential for each sand source to decrease the overall cost of the next maintenance cycle, scheduled for 2027.

Task 3: Phase III - Design Geophysical and Geotechnical Surveys, Borrow Design(s) (Year 2)

CPE will provide the COUNTY a detailed cost proposal and Scope of Professional Services associated with Task 3 following the conclusion of Tasks 1 and 2. As previously stated, Tasks 1 and 2 are anticipated to be conducted during Year 1 of what is anticipated to be a two (2) year

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project. The following scope of work is a generalized description of the types of activities that will be included in the subsequent proposal for Year 2.

The design level geophysical, geotechnical, and cultural resources investigations will be collected with a relatively narrow line spacing to cover the entirety of potential borrow areas. Vibracores will be collected at a maximum to 1000 ft within potential resources areas. The borrow area design investigations will be specifically designed to comply with the North Carolina Technical Standards for Beach Fill Projects 15A NCAC 07H .0312.

The geophysical survey will include the same equipment listed above for the reconnaissance survey. Line miles will be dependent on the extent of the areas delineated based on the results of the reconnaissance geophysical survey and the vibracore survey. The specifications of the equipment to be used and the data processing methodology are the same as those listed under Phase 2. The purpose of this survey is to delineate the limits of suitable material within a geographic area that can be permitted and to satisfy cultural resource requirements set forth by the State of North Carolina and BOEM. This investigation will supplement the data acquired during the reconnaissance geophysical investigation in order to obtain the 30 meter line spacing required to perform the cultural resource assessment.

A cultural resources report will be prepared by a qualified marine archeologist under the direction of CPE and sent to the State Historic Preservation Office (SHPO) and BOEM for review and approval. The report will include a historical review of the region as well as interpretations of the survey data collected during the reconnaissance and design level geophysical and geotechnical surveys.

This scope of work does not include diver verification of any resources such as hardbottom, sea grass, cultural resources, etc., that may be identified during the course of the reconnaissance or design level geophysical surveys. If during the investigations CPE finds evidence of such resources that would impact borrow area design, CPE will immediately notify the COUNTY. At that time, pending COUNTY approval, CPE will develop a cost proposal for diver verification of potential environmental resources.

Compatibility Analysis, Product and Report Development

A compatibility analysis will be conducted to match the borrow area(s) and beach for optimum project performance and to satisfy the State Technical Standards. Composite values for mean grain size, percent silt, percent gravel, and percent carbonate will be calculated for the sediment contained in each borrow area designed. These composite values for the borrow areas will be compared to composite values for the same sediment characteristics calculated from the native beach sampling previously conducted by CPE for the Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills. The results of the analysis of both borrow area and native beach samples will be included along with the results of the compatibility analysis as part of the final geotechnical report.

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A preliminary draft geotechnical report will be prepared and submitted to the COUNTY in both digital and hardcopy format for review and comment. This report will include project results, including bathymetric and isopach (sediment thickness) maps, sub-bottom (seismic) survey profiles, vibrocore logs, vibrocore photographs, granulometric reports and grain size distribution curves. The COUNTY will identify any revisions that may be necessary and provide recommendations for the final draft report.

A final report summarizing the results of the geotechnical investigation will be prepared and submitted to the COUNTY and Towns (Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills). The report may also be submitted to support any permit decisions for future projects on behalf of the COUNTY and/or Towns.

CAVEATS

CPE proposes to perform the marine sand search to the industry standard of care and will coordinate the investigations with federal and state regulatory agencies as required. Even though the regulatory agencies may agree with the scope of the investigations, beach compatible sand may not be located, regulatory agencies may not approve the sand source(s) we locate, or regulatory agencies may impose a sand placement QA/QC requirement that would be difficult to meet. If any of these events occur, it may be necessary to locate additional beach compatible sand sources at additional cost. CPE will also make reasonable attempts to determine if other entities are exploring the same sand sources or have a permit to use the same sand we intend to investigate. Despite these efforts, it is possible that others may claim the sand that we find, and negotiations and/or further exploration may be required if that occurs. Lastly, cultural or environmental resources may exist in or near the investigated borrow area that would limit or preclude a portion or all of its use.

CPE will attempt to avoid these problems and restrictions, but there may be adverse circumstances that cannot be avoided or mitigated. All of the listed potential outcomes may be beyond the control of CPE and may result in the need for additional services. The COUNTY herein recognizes the above referenced risks and agrees to work with CPE to complete the work, which may include contracting for additional services for sand investigations as needed.

¹Finkl, C.W.; Andrews, J., and Benedet, L., 2003. Shelf sand searches for beach renourishment along Florida Gulf and Atlantic coasts based on geological, geomorphological, and geotechnical principles and practices. Proceedings of Coastal Sediments '03 (March 2003, Clearwater, Florida). Reston, Virginia: American Society of Civil Engineers, CD-ROM.

²Finkl, C.W.; Andrews, J.L.; Willson, K.T.; and Andrews, M.D., Sand mining on U.S. continental shelves: Exploration and exploitation for shore protection and environmental restoration., Marine Minerals: Crossroads of Science, Engineering, and the Environment. Abstracts, 35th Underwater Mining Institute, Monterey, California, 2005.

**EXHIBIT B:
BREAKDOWN OF COSTS
DARE COUNTY
MARINE SAND SEARCH INVESTIGATIONS AND BORROW AREA DESIGN**

Table 1. Breakdown of the total cost of the marine sand search investigations and borrow area design(s) by task.

TASK	DESCRIPTION	Cost
1	Phase 1	\$98,892.00
1.1	Desktop Analysis	\$36,936.00
1.2	Project Planning	\$27,000.00
1.3	G&G Permitting	\$34,956.00
2	Phase 2 Reconnaissance	\$739,226.00
2.1	Reconnaissance Geophysical Survey	\$415,492.00
2.2	Reconnaissance Geotechnical Survey	\$224,204.00
2.3	Reconnaissance Data Analysis, Phase 3 Planning	\$99,530.00
	TOTAL:	\$838,118.00

**EXHIBIT C:
LIST OF DELIVERABLES
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The following items have been identified as deliverables for the completion of this scope of work.

- Monthly progress reports
- Geophysical Survey Summaries
- Vibracore Survey Summaries
- Draft Geotechnical Report (Year 2)
- Final Geotechnical Report (Year 2)

A detailed description and an individual schedule for each deliverable are provided below.

Monthly Progress Reports: CPE will provide the County with a 1-page summary of the project status via e-mail approximately every 30 days during the course of the anticipated 24-month contract period. The letter will describe activities completed throughout the month and update the anticipated schedule of milestones as appropriate.

Geophysical Survey Summaries: Following the completion of the reconnaissance and design geophysical surveys, CPE will provide the County with a letter report describing the results of the survey. This letter report will describe the dates in which the survey was conducted. Maps will be provided showing the areas that were covered. For the reconnaissance geophysical survey, CPE will provide an update to the County on the next steps in the marine sand search and which areas are recommended for further evaluation. For the design geophysical survey, CPE will provide an update to the County on the approximate areas and thicknesses of the potential borrow area location(s). Barring any unforeseen circumstances, the letter report will be provided within 3 months following survey completion.

Vibracore Survey Summaries: Following the completion of the reconnaissance and design geotechnical surveys, CPE will provide the County with a letter report describing the results of the survey. This letter report will describe the dates in which the survey was conducted. Maps will be provided showing the locations of vibracores collected. For the reconnaissance geotechnical survey, CPE will provide an update to the County on the next steps in the marine sand search and which areas are recommended for the design level geophysical survey and cultural resource survey. For the design geotechnical survey, CPE will provide an update to the County on the borrow area design(s). Barring any unforeseen circumstances, the letter report will be provided within 3 months following survey completion.

Draft Geotechnical Report: A preliminary draft geotechnical report will be prepared and submitted to the County in both digital and hardcopy format for review and comment. This

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report will include project results, including bathymetric and isopach (sediment thickness) maps, sub-bottom (seismic) survey profiles, vibracore logs, vibracore photographs, granulometric reports, and grain size distribution curves. Barring any unforeseen circumstances, the preliminary draft report will be provided within 6 months following design level survey completion. The County will identify any revisions that may be necessary and provide recommendations for the final draft report. CPE will make necessary edits and a final draft report will be submitted along with the draft EA to state and federal resource agencies.

Final Geotechnical Report: A final geotechnical report will be submitted to the County following a review by regulatory and permitting agencies. In the event that comments are provided by the resource agencies, CPE will amend the draft report to address those comments. The final geotechnical report will be submitted to the County and state and federal resource agencies as an addendum to the Final EA.



EMS Station 1 Capital Project Ordinance and Architect Contract Amendment

Description

The Town of Kill Devil Hills asked for the design of EMS Station 1 be changed after the final design was complete. This change in design resulted in a cost increase to the architect's contract in the amount of \$61,000. Attached are the Capital Project Ordinance that budgets the cost of the design change as well as additional architect travel expenses, and the Contract Amendment.

Board Action Requested

Approve both the Capital Project Ordinance and the Contract Amendment and Authorize County Manager to sign Amendment.

Item Presenter

Dustin Peele - Project and Procurement Manager

**County of Dare, North Carolina
Capital Project Ordinance
for
Series 2022C
LOBs**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, for the planned Series 2022C LOBs, originally adopted on 9/7/2021 and amended on 1/18/2022 and 7/18/2022, is hereby amended:

Section 1 This amendment is for a contract amendment for the architects, Oakley Collier & Associates for changes made by the Town of Kill Devil Hills after design completion. The total cost of the amendment is to be added to the Town’s share of the project. The amendment also establishes a budget for architect travel expenses.

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

Section 3 The following amounts are additionally appropriated for the projects:

EMS Facilities – architectural services	615531-710900-60360	\$61,000	increase
EMS Facilities – architect expenses	615531-710912-60360	\$10,000	new

Section 4 The following revenues are anticipated to be available to complete the projects as changed or added below:

Debt Proceeds S2022 LOBs	613090-470318-98734	\$71,000	increase
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Section 5 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

Section 6 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, and to the Clerk to the Board of Commissioners.

Adopted this 3rd day of January, 2023.

Chairman, Board of Commissioners

[SEAL]

Cheryl Anby, Clerk to the Board of Commissioners



AIA[®] Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: <i>(name and address)</i> Dare County Long Term Facility CIP MASTER Kill Devil Hills	AGREEMENT INFORMATION: Date: 12/08/2021	AMENDMENT INFORMATION: Amendment Number: 01 Date: 11/28/2022
OWNER: <i>(name and address)</i> Dare County PO Box 1000 Manteo, NC 27954	ARCHITECT: <i>(name and address)</i> Oakley Collier Architects, PA 109 Candlewood Road Rocky Mount, NC 27804	

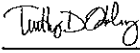
The Owner and Architect amend the Agreement as follows:
Costs for mirroring the Kill Devil Hills Station.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
\$61,000.00

Schedule Adjustment:
N/A

SIGNATURES:

Oakley Collier Architects, PA ARCHITECT <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
 SIGNATURE	_____ SIGNATURE
Tim Oakley, Principal PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
11/28/2022 DATE	_____ DATE

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Consent Agenda

Description

1. Approval of Minutes (12.05.22)
2. Baldwin Aviation Safety Management System Contract
3. Mutual Aid Agreement for Fuel Pump Use by Outside Entities
4. Tax Collector's Report
5. Stumpy Point Disposal Site Modification Budget Amendment
6. Budget amendment - Coronavirus Relief - Transportation

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

The Board of Commissioners will review and approve their previous minutes which follow this page.

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., December 5, 2022

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

Commissioners absent: Ervin Bateman

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 complete account of the meeting is archived on a video available on the Dare County website www.darenc.gov.

At 9:00 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Cherrie Wheeler to share a prayer, and then he led the Pledge of Allegiance to the flag.

The Manteo High School Choir provided holiday entertainment under the direction of Hanna Henderson.

ITEM 1 – SWEARING IN CEREMONY (Att. #1)

The Clerk to the Board administered the oath of office to Jim Tobin (District 1) and Rob Ross (District 2). Cheryl House was also administered the oath of Register of Deeds by the Clerk. The oaths were in the form prescribed in Article IV, Section 7 of the NC Constitution.

ITEM 2 – ELECTION OF CHAIRMAN (Att. #2)

The Clerk outlined the procedures for the election. In accordance with Robert's Rules, no second would be necessary for a nomination and four votes would be required to win the election. The Clerk opened the floor for nominations.

NOMINATION

Commissioner Ross nominated Bob Woodard, Sr. There were no other nominations.

Commissioner Tobin seconded the nomination and moved to close nominations.

VOTE: AYES – Five votes by a show of hands.

Commissioner Woodard was elected as Chairman by unanimous vote.

ITEM 3 – ELECTION OF VICE-CHAIRMAN (Att. #3)

Newly reelected Chairman Woodard conducted the election of the Vice-Chairman.

Commissioner House nominated Wally Overman.

Commissioner Ross seconded the nomination. There were no other nominations.

VOTE AYES – Five votes by a show of hands.

Commissioner Overman was elected as Vice-Chairman by unanimous vote.

ITEM 4 – OPENING REMARKS – CHAIRMAN’S UPDATE

Following is a brief outline of the items mentioned by Chairman Woodard, which may be viewed in their entirety in a video on the Dare County website:

- He thanked the Board for his re-election as Chairman for 2023.
- Superintendent Hallac and the National Park Service would be hosting the 119th anniversary of the Wright brothers’ flight, on December 17, at 9:00 a.m.
- He congratulated Commissioners Tobin, Ross and Bateman on their re-election. He also congratulated Register of Deeds, Cheryl House, on her re-election.
- He stated the “major steps” taken by the Savings Lives Task Force, headed by Vice-Chairman Overman, and the diligent efforts of Commissioner Bateman with the Recovery Court were incredible. Twenty-one Recovery Court graduates were honored last week. There were currently forty individuals in the recovery program.
- Made a special presentation to Carol Ann Angelos, forty-year owner of The Jolly Roger.

The County Manager asked the Board to add Item 8A to the agenda regarding a no-wake zone. The Board unanimously agreed.

ITEM 5 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Karen Norton, received a ten-year pin.
- 2) Bobby Outten, received a fifteen-year pin.
- 3) Willie Brickhouse, received a twenty-five-year pin.

ITEM 6 – EMPLOYEE OF THE MONTH – November, 2022

Ray Griggs received the Employee of the Month award from Shanna Fullmer for November.

ITEM 7 – EMPLOYEE OF THE MONTH – December, 2022

Kelly Aiken, received the December Employee of the Month award from Jodi Wyant.

MEETING RECESSED at 10:00 a.m. – RECONVENED at 10:13 a.m.

ITEM 8 – PUBLIC COMMENTS

At 10:13 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 comments from Manteo:

1. Michael Tillett announced Garage Band Charities, Inc. and Rod & Custom Festival had raised over \$85,000 in four years. His group presented the Children and Youth Partnership with a \$10,000 check. They also gave \$2,500 to the Dare County Motor Sports Charity Group. Donations had also been made to Food for Thought, Roanoke Island Food Pantry and other area programs. Rod & Custom Festival would hold their next event on May 5-6, 2023 with details to come.

2. Virginia Payne, from Watertown, Ohio, asked the Board to aid the residents and homeowners of Rodanthe with beach nourishment. As a thirteen-year homeowner, she said there was no beach left and it was unsafe. She had seen the good results of beach nourishment in other areas. Currently there were ten homes in the ocean and she asked for beach nourishment or other help before it was too late.
3. Daniel Kerlakian, Rodanthe homeowner, was grateful for the willingness of the Board to listen to the issues. He stated the Park Service staff had harassed him and other homeowners regarding the location of their homes on what is now considered Park property. He stated the Park Service had mounted a tremendous effort to preclude homeowners from using their homes and the Park Service had done nothing to prevent the shoreline from eroding.
4. Cheryl Hart, from Chesapeake, stated she had a home in Rodanthe and the area needed help. Rodanthe was receiving terrible national news and social media publicity over the homes falling into the ocean.

With no comments from Buxton., Mr. Outten closed Public Comments at 10:29 a.m.

ITEM 8A – NO-WAKE ZONE FOR THE AREA AT MOTTS CREEK: OREGON INLET FISHING CENTER MARINA AND OREGON INLET PUBLIC BOAT LAUNCH

Mr. Outten stated Superintendent Dave Hallac was available to answer any questions. The Park Service was asking the Board to approve the no wake zone they felt was needed for public safety at the Cape Hatteras Oregon Inlet Fishing Center and boat launch. If the Board approved, NC Wildlife Resources Commission could then approve and enforce the no-wake zone. They had already held public hearings with no comment or opposition.

MOTION

Commissioner Ross motioned to approve the request for the proposed no-wake zone as described at Motts Creek.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 9 – PUBLIC HEARING – FY2024 TRANSPORTATION NCDOT 5310, 5311, AND COMBINED CAPITAL GRANT APPLICATIONS (Att. #4)

At 10:31 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. No one responded and the County Manager closed the Public Hearing at 10:33 a.m. Radcliff Hester, Transportation Program Supervisor, mentioned the increase in part-time pay had helped recruitment of drivers. There was a still a need of drivers for southern Dare.

MOTION

Vice-Chairman Overman motioned to adopt the FY 2024 Program Resolution.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 10 – HUMAN TRAFFICKING AWARENESS MONTH

Bronwyn Thornton and Stephanie Baker presented the Board with a proclamation regarding human trafficking and a recently awarded federal grant totaling \$860,000 to combat human

trafficking in our area. Ms. Thornton stated the number of people, including children and infants, bought and sold was second only to the number of illegal drugs in the country.

MOTION

Commissioner House motioned to adopt the Dare County Human Trafficking Awareness Month Proclamation.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 11 – N.C. OFFICE OF RECOVERY & RESILIENCY STRATEGIC BUYOUT PROGRAM

Mr. Outten explained these funds were given to the state for the purpose of buying out distressed homes throughout the state. They are not Dare funds once received. They go to the individual homeowners who qualify voluntarily. NCORR would appraise the home and make an offer and the owner could accept or reject it. This was not the solution to beach nourishment. It was an opportunity for those homeowners whose homes are close to the ocean. Once the home was demolished, the land would become part of a conservation trust. In a summary provided by Barton Grover, the NC Office of Recovery and Resiliency offered eligible property owners located in flood-prone areas an opportunity to sell their homes. It was a voluntary program in which the State purchased and demolished the houses. The parcels would become permanent green spaces maintained by local government. Mr. Outten added the county had been looking at beach nourishment for the area over five-six years ago. The issue was funding. Other towns had a tax base with which to pay fifty percent of a project. Rodanthe did not have the tax base to carry a project.

MOTION

Commissioner Tobin motioned to authorize the County Manager to enter into an agreement with the North Carolina Office of Recovery & Resiliency.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Chairman Woodard stated he was willing to hold a meeting with Rodanthe residents to educate the public on the beach nourishment process. There were always challenges to fund these projects and it was necessary to have funds available for maintenance. The NC12 Task Force Subcommittee had also recently finalized their findings and would be presenting it to the Task Force soon. Mr. Outten also explained the issue was not that the Park Service was taking private property. The Park Service owned the “wet sand beach” and through continued erosion the property lines were changing. A private owner could never own the wet sand beach. Chairman offered there would be a push for a January meeting with an interactive opportunity for out-of-the-area owners.

ITEM 12 – GRANT APPLICATION – NC DEQ ELECTRIC VEHICLE CHARGING STATIONS

Barton Grover explained funding was available for publicly accessible Level 2 charging stations for electric vehicles on government-owned property. After rebate, expected cost per port would be \$1,000. Dare County would be permitted to set a fee for use of the charging stations. Possible locations would be: Dare Administration Building, Dare County Youth Center, Fessenden Center and the Frisco Satellite Office. The Board discussed the program

relative to future costs and the ability to monitor the stations' usage. If the grant was received, the locations of sites would be discussed and decided at a future meeting.

MOTION

Commissioner Couch motioned to authorize submission of a grant application for electric vehicle charging stations for prioritized locations.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 13 – KITTY HAWK EMS STATION

Mr. Outten explained the Town of Kitty Hawk owned a parcel which was proposed for the construction of an EMS station, which would include a bay for parking a Kitty Hawk fire engine. Kitty Hawk's Board had not yet voted on the proposal. Oakley Collier had provided a preconstruction estimate of \$5.7 million, based upon the cost of the Southern Shores' station. The CIP had \$6.5 million for the station with a proposed 2024 construction start date. If Dare provided the fire engine bay in their design, Kitty Hawk would provide the parcel. It was proposed to add some temporary walls to the design to house three to four staff and the inclusion of a bathroom.

MOTION

Vice-Chairman Overman motioned to approve proceeding with transfer of parcel from Kitty Hawk to Dare County for construction of an EMS station to include a bay for a Kitty Hawk fire engine, contingent upon Kitty Hawk approval.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 14– CONSENT AGENDA

Mr. Outten announced the items as they were visually displayed in the meeting room.

MOTION

Commissioner Couch motioned to approve the Consent Agenda:

- 1) Approval of Minutes (11.07.22) (**Att. #5**)
- 2) Tax Collector's Report
- 3) Sanitation Fund – Capital Outlay Budget Amendment

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 13 – BOARD APPOINTMENTS

- 1) Dare County Tourism Board

Commissioner Cough motioned to appoint Richard Hess as Chamber representative.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

- 2) Juvenile Crime Prevention Council

Commissioner House motioned to appoint Maddox A. Cromwell and Stephanie Baker

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

3) Planning Board

Commissioner Couch motioned to reappoint David Overton, Beth Midgett and John DeBoy for another term.

Commissioner House seconded the motion.

VOTE: AYES unanimous

4) Upcoming Board Appointments

The upcoming Board appointments for January and February, 2023 were announced.

ITEM 14 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS

Following is a brief summary outline of the items mentioned by Commissioners and the County Manager during this segment:

Commissioner Couch

- Good Guys vs. Cancer Phenom Hoops basketball tournament was December 1-3. He had taken thirty kids from Cape Hatteras to play at First Flight High School. These were the top programs in the state. He was proud of First Flight school where “everyone gave 100% effort”. The basketball talent was incredible and it was a county unifying event.

Commissioner Tobin

- He attended his first meeting with Children and Youth Partnership. There were many programs helping children and he noted the diaper program was always in need of more diapers.
- Miss Katie was selected as one of the top ten ships built in the United States. She was awarded 3rd place for the most significant boat design this year.

Commissioner Ross

- December 17th would be the 119th anniversary of powered flight.
- December 6th was the 50th anniversary in recognition of the Albemarle Commission.
- He had attended the Recovery Court banquet and gave high praise for Commissioner Bateman’s commitment to the program.
- On December 7, Dorothy Hester would be joining him with at an interview to be conducted by a student at First Flight to discuss essential housing in Dare County.
- He reviewed education statistics provided by My Future North Carolina. The reading proficiency goal was 73% and Dare came in at 34%. Math proficiency goal was 87% and Dare came in at 35%. Chronic absenteeism: State’s goal was reflected as 11 % or less. The state came in at 27% with Dare coming in at 20%, which translated to 1 out of 5 chronically absent students for the area.
- He wished everyone Happy Holidays and a Merry Christmas.

Commissioner House

- Governor Cooper had made a Proclamation making December, 2022 Marine Fisheries Management and Conservation Month in North Carolina. In December, 1822, the NC General Assembly had enacted the first marine fisheries law, which was to prevent the destruction of oysters and prohibited the export of North Carolina oysters to other states.
- Marine Fisheries Commission had submitted four names to Governor Cooper to fill the vacancy left by Senator Steinburg at the Atlantic Fisheries Management Council.

- For a day in history: In 1893 the first electric car had been built in Toronto and drove fifteen miles between charges.
- He wished everyone a Merry Christmas.

Commissioner Tobin left the meeting at 11:52 a.m. and returned at 11:56 a.m.

Vice-Chairman Overman

- He congratulated the service pin recipients and thanked them for their fifty years cumulative service. He also congratulated the November and December employees of the month.
- He attended the Recovery Court reception/graduation and noted it was a superb program.
- He participated in the Veterans Day ceremony in Manteo on November 11, 2022.
- He had attended the Veterans luncheon on November 16 at the Virginia Tillett Center.
- The Wall That Heals would be here next year. It was a replica of the Vietnam Veterans Memorial wall in Washington.
- He thanked the Board for his re-election as Vice-Chairman and wished everyone a Merry Christmas and a Happy New Year.

MANAGER’S/ATTORNEY’S BUSINESS

Mr. Outten reminded the Board there were a number of repairs and improvements to be done at the Kitty Hawk baseball fields, to include an erosion fence, painting dugouts, wood repair, etc. The cost, estimated at \$65,000, could be paid from contingency funds. He wanted to make the Board aware of the expense and was hopeful the improvements would be completed before the start of baseball season. A memorandum of understanding was also in the works to better identify the responsibilities of those who use the fields.

Weeks Marine had pulled off the Duck nourishment project and would be returning in March, 2023 to begin the project. Although their contract was with Dare, it was Duck’s project. Through several meetings it had been proposed Weeks would be responsible for any additional sand was loss due to the delay in the project. Negotiations would continue and the Manager would be attending Duck’s Board meeting on Wednesday. He requested the Board’s authorization to sign any final changes made to the Weeks’ contract regarding the Duck project.

MOTION

Commissioner Tobin motioned to authorize the County Manager to sign any Weeks contract changes as to the Duck beach nourishment project.

Commissioner Couch seconded the motion

VOTE: Ayes unanimous

Mr. Outten recommended to the Board that Skyler Foley, who had substituted for the Board’s Clerk this summer, and had done a great job, be formally appointed and sworn in as the Deputy Clerk to the Board. She would be attending training later next year.

MOTION

Commissioner House motioned to have Skyler Foley sworn in as Deputy Clerk to the Board. Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

The County Manager advised it was time to renew the contract with McGuireWoods for lobbying and government relations services to Dare County. The terms were unchanged.

MOTION

Commissioner Couch and Vice Chairman Overman motioned to renew the contract.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Mr. Outten stated there was a Recovery Court administrator position funded by the County. There was a MOU between the County and the court for the position. An item in the budget established from the opioid settlement funds included a Recovery Court probation officer. The contract had been received for the new position and he needed Board approval to execute the new contract.

MOTION

Vice-Chairman Overman motioned to authorize the County Manager to sign the final contract for the Recovery Court probation officer position.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Chairman Woodard asked for an update on the opening of park facilities during weekends. Mr. Outten stated the cost would depend upon whether additional staff were hired or overtime was paid to current staff. The cost was estimated between \$75,000-\$115,000. It could be funded from contingency this year. Additional facility time would be 9-5 p.m. on Saturday and 12-5 p.m. on Sunday. The Board discussed and agreed to try a trial weekend opening of facilities with monitoring of activity participation at each facility.

MOTION

Vice-Chairman Overman motioned to open facilities on trial basis on weekends and authorize the County Manager to sign any necessary budget amendments.

Commissioner Ross seconded the motion.

VOTE AYES unanimous

Dorothy Hester announced the website redesign had launched today. The project was a lot of work and Katelin Kight had led the effort. Chairman's State of the County address would be held with an 8:00 a.m. breakfast, on January 25, 2022, at Captain George's Seafood Restaurant.

Dave Clawson stated the audit report had been filed before the December 1 deadline. There had been a change in rating methodology. Dare was reaffirmed as AA+.

Mr. Outten asked for a Closed Session pursuant to NCGS 143-318.11(a)(5) to instruct the County staff, or negotiating agents, concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract, or proposed contract, for the acquisition of real property by purchase, option, exchange, or lease in the matter of Schiffman property in Manteo.

MOTION

Commissioner Ross motioned to go into Closed Session pursuant to the provisions of the North Carolina General Statutes cited by the County Manager.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

At 12:24 p.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 12:48 p.m. Mr. Outten reported that during the Closed Session the Board approved previous Closed session minutes, discussed the negotiations, gave the County Attorney guidance with regard to the real estate matter and took no other action.

Commissioner Tobin did not return to the Boardroom after the Closed Session concluded.

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

MOTION

Commissioner Ross motioned to adjourn the meeting.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

At 12:49 p.m., the Board of Commissioners adjourned until 9:00 a.m., January 3, 2023.

Respectfully submitted,

[SEAL]

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

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

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



Baldwin Aviation Safety Management System Contract

Description

Approval for Baldwin Aviation Safety Management System (SMS) multi-year contract. This will implement a new software and safety monitoring program for Dare MedFlight. The Federal Aviation Administration (FAA) will require all helicopter ambulance agencies to implement a SMS program in the future and Dare EMS is taking proactive measures to implement this program prior to it being mandated.

Board Action Requested

Approval and authority for County Manager to sign contract

Item Presenter

Chief Jennie Collins



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with the Schedules and Exhibits hereto, this "Agreement") dated _____, 2022, by and between **BALDWIN AVIATION, INC.** ("BAI"), a South Carolina corporation, with offices at 11 Palmetto Parkway, Suite 104, Hilton Head Island, SC 29926, and the individual or entity whose signature and address appears on the signature page hereto ("Client"). Client and BAI are each referred to herein as a "Party" and collectively as the "Parties."

The Parties hereby agree as follows:

**ARTICLE I
SERVICES**

Section 1.01 Services. Client hereby engages BAI, and BAI hereby agrees, to provide the services set forth in Schedule 1 ("Services") for and on behalf of Client during the Term (as defined in Section 3.01). The Services shall be provided only with respect to the operations and aircraft of Client described on the Client Data Chart contained on the signature page hereof ("Client Data Chart").

Section 1.02 Client Cooperation. Client will provide such information as BAI may reasonably request from time to time to enable BAI to perform the Services.

Section 1.03 Fees. As consideration for the Services, Client shall pay to BAI the fees set forth in Schedule 1 (collectively, "Fees").

Section 1.04 Payments. The Fees shall be payable by Client to BAI, in advance for each billing period set forth on the Client Data Chart, within thirty (30) days after Client's receipt of statements therefor. All amounts due under this Agreement shall be paid to BAI at its address set forth on the Client Data Chart (unless otherwise set forth in the applicable statements), as and when the same becomes due and payable, without any deduction, credit, set-off, counterclaim or abatement whatsoever. Client shall pay interest on such unpaid amounts, which interest shall accrue at the lesser of an annual rate of 18%, compounded monthly or the maximum rate permitted under applicable law.

Section 1.05 Taxes. The amounts payable under this Agreement are exclusive of any taxes that may be imposed as a result of the provision of the Services under this Agreement. Client shall be responsible for payment, or reimbursement to BAI, of all such taxes, other than taxes based on BAI's income or franchise taxes or capital taxes charged in lieu of income taxes, which shall be BAI's responsibility.

Section 1.06 Independent Contractor. BAI is providing the Services to Client in the sole capacity of an independent contractor. This Agreement does not and is not intended to create or constitute a joint venture, agency, partnership, business organization, association, cooperative arrangement or other similar relationship between Client and BAI.

**ARTICLE II
INTELLECTUAL PROPERTY AGREEMENT**

Section 2.01 Intellectual Property Agreement. The Intellectual Property Agreement attached hereto as Exhibit A is incorporated herein by reference.

**ARTICLE III
TERM AND TERMINATION OF AGREEMENT**

Section 3.01 Term of Agreement. This Agreement shall be effective for the period set forth on the Client Data Chart ("Basic Term") and for successive one-year periods thereafter, unless this Agreement is terminated earlier pursuant to Section 3.02 (such period, or such period as so terminated, is herein referred to as the "Term").

Section 3.02 Early Termination. This Agreement may be terminated prior to the end of the Basic Term as follows:

- (a) by either Party for any or no reason after giving sixty (60) days written notice of termination to the other Party; the amount, if any, payable by Client if it terminates under this subsection (a) during the Basic Term as set forth in Client Data Chart;
- (b) By the Party specified below upon giving written notice of termination to the other Party if one or more of the following events have occurred and are continuing and have not been waived in writing:
 - (i) By BAI if Client fails to pay the Fees on the applicable date due, and

- such failure continues for thirty (30) days after BAI's written demand therefor; or
- (ii) By BAI if Client violates Sections 5.01 or 5.02, or Paragraphs 1(b), 1(g), 2(b), 2(d), 3 and 5 of Exhibit A;
- (iii) By Client after the Basic Term with 30 day written notice; or
- (iv) By a Party if the other Party fails to perform or observe in any material respect such Party's obligations under this Agreement other than those obligations of Client specified in Section 3.02(b)(i)-(ii), within thirty (30) days after written notice of such failure shall have been given by the other Party.

Section 3.03 Survival. The following provisions of this Agreement shall survive the expiration, termination or cancellation of the Term for the period indicated herein or therein or, if no time frame is indicated herein or therein, shall survive indefinitely: Sections 1.05, 3.03, 5.01, 6.03 and 6.05, and Paragraphs 1(c), 1(g), 3, 4 and 5 of Exhibit A. Except as provided in the preceding sentence, the representations, warranties, covenants and agreements contained in this Agreement shall terminate at the end of the Term.

**ARTICLE IV
WARRANTIES AND DISCLAIMERS**

- Section 4.01 Limited Warranty.
- (a) BAI warrants to Client that throughout the Term:
 - (i) BAI will be a registered and recognized implementer with the IS-BAO and IS-BAH Standards Board;
 - (ii) BAI will perform the Services in a professional and workmanlike manner in accordance with generally accepted industry practices;
 - (iii) the Manuals (as defined in Exhibit A) will be compliant with FAA Parts 91, 121, 125, 133 and/or 135, as applicable to the operations and aircraft of Client described on the Client Data Chart, and IS-BAO and IS-BAH standards;
 - (iv) the BAI Property and the use thereof by Client in accordance with this Agreement will not conflict with or infringe, or will be licensed consistent with, the copyrights, patents, trade secrets, trademarks or any other intellectual property rights ("Intellectual Property Rights") of third parties; and
 - (v) all of BAI's computer equipment and software necessary for the operation of the BAI Website (defined in Exhibit A) will be maintained and operated in accordance with generally accepted industry practices.
 - (b) BAI's sole and exclusive obligation and Client's sole and exclusive remedy in respect of a breach of any of the warranties contained in Section 4.01(a) shall be for BAI to take the following actions within a commercially reasonable time after becoming aware of such breach:
 - (i) in the case of a breach of the warranty at Section 4.01(a)(i), reinstate BAI's IS-BAO/IS-BAH registrations, and re-perform in accordance with Section 4.01(a)(i) any Services that were materially and adversely affected by such breach;
 - (ii) in the case of a breach of the warranty at Section 4.01(a)(ii), re-perform in accordance with Section 4.01(a)(ii) any Services that are not in material compliance with such warranty;
 - (iii) in the case of a breach of the warranty at Section 4.01(a)(iii), correct, replace, or modify in accordance with Section 4.01(a)(iii) the Manuals that are not in material compliance with such warranty;
 - (iv) in the case of a breach of the warranty at Section 4.01(a)(iv), correct, replace, modify or license in accordance with Section 4.01(a)(iv) the BAI Property that is not in material compliance with such warranty; and
 - (v) in the case of a breach of the warranty at Section 4.01(a)(v), correct, replace, modify or repair in accordance with Section 4.01(a)(v) BAI's

computer equipment and software that are not in material compliance with such warranty;
provided that BAI shall have no liability with respect to a breach of warranty or an infringement based upon any alteration, change or modification to, copy of or use of the BAI Property by Client in violation of Exhibit A. If Client claims a breach of any warranty, it shall notify BAI of the breach within a reasonable period of time after its determination that the breach has occurred.

Section 4.02 Disclaimer of Warranties. Except as set forth in Section 4.01, BAI shall have no responsibility for and BAI hereby expressly disclaims any warranty, express or implied, with respect to the Services, the BAI Property, the BAI Website, the content of the BAI Website or any site linked to or from the BAI Website, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. BAI does not warrant that the BAI Website will operate uninterrupted or error-free. BAI does not warrant that Client's aircraft or facilities will comply with IS-BAO and/or IS-BAH standards or will operate safely; the Services are strictly advisory in nature and BAI shall have no ownership, leasehold, agency or other interest in, and no operational authority or control over, any aircraft or facility, all of which shall remain with and shall be the sole responsibility of Client.

ARTICLE V INSURANCE

Section 5.01 Client's Insurance. Client shall cause to be carried and maintained, at its sole expense, at all times during the Term, insurance providing coverage for Client's flight operations (including, without limitation, aircraft hull and liability insurance covering bodily injury to passengers and other Persons, and property damage). If BAI requests, Client shall deliver to BAI certificates setting forth such insurance. Client shall, and shall instruct its insurance carriers to, provide BAI thirty (30) days' written notice of any material change restricting or reducing coverage, or the cancellation of any insurance. Nothing relating to the coverage and amounts set forth herein shall operate as a limitation of Client's liability under this Agreement. Client's failure to maintain such insurance shall entitle BAI, in addition to any other rights it may have, to suspend all or a portion of the Services until Client re-obtains the insurance.

ARTICLE VI MISCELLANEOUS

Section 6.01 Notices. All notices, requests, claims, consents and demands or other communications hereunder to any Party shall be in writing and will be deemed duly given upon receipt when delivered by hand, by telecopy or electronic mail, or when sent by a recognized overnight delivery service providing receipt of delivery, in each case correctly addressed to such Party at its address set forth on the signature page hereto or such other address as such Party may specify by written notice to the other Party.

Section 6.02 Force Majeure. The temporary or permanent inability of BAI to perform any of its obligations under this Agreement due to any cause whatsoever, foreseeable or not, beyond the reasonable control of BAI, shall not be deemed a breach of this Agreement, and the duty to perform such obligation shall be suspended until the inability has been removed.

Section 6.03 No Consequential Damages. Under no circumstances shall either Party be liable for any incidental, special or consequential damages under or arising from this Agreement; except that the foregoing shall not apply to damages arising from a claim, damage, lawsuit, action or cause of action which is subject to indemnification

hereunder and is brought against a Party by a Person who is neither a Party nor an indemnitee hereunder.

Section 6.04 Other. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that BAI may, without consent, assign this Agreement (i) to an Affiliate or (ii) in connection with (a) the merger of BAI into or the consolidation of BAI with another company that becomes the surviving entity or (b) the acquisition of all or substantially all of the assets and business of BAI by another company. The terms of this Agreement are not intended to confer any rights or remedies thereunder upon, and shall not be enforceable by, any Person other than the Parties and, with respect to the indemnifications set forth in Section 5.01, each BAI Party. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. Any Party may waive compliance by the other Party with any term or provision of this Agreement, provided such waiver is in writing. No omission or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege, nor shall any such omission or delay preclude the further exercise thereof or of any other right, power or privilege. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection therewith. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. It is the intent of the Parties that if any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement shall not in any way be affected or impaired thereby. As used herein, "Affiliate" means, with respect to any person or entity ("Person"), any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the first Person, and any successors or assigns of such Person; and as used in this definition, the term "control" means direct or indirect beneficial ownership of more than 50% of the voting stock of a Person, or possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through ownership of voting Shares, by contract or otherwise.

Section 6.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, without giving effect to the conflicts of law principles thereof.

Section 6.06 Supplemental Terms. Supplemental terms, if any, are contained in Exhibit B.

Section 6.07 Cost Escalations. The monthly Fee(s), may, in BAI's sole discretion, be adjusted annually, and pursuant to the terms of this Master Service Agreement. The amount of any single increase shall not exceed the greater of the following: (i) four percent (4%) of the amount of such fees, or (ii) the percentage change in the Consumer Price Index for all Urban consumers – U.S. city average, all items (1982-84=100) ("Consumer Price Index") during the immediately preceding calendar year.

[Signatures on following page(s)]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

BALDWIN AVIATION, INC.

CLIENT: DARE COUNTY MEDFLIGHT

By: _____
 Name: Donald E. Baldwin
 Title: President & CEO

By: _____
 Name: _____
 Title: _____

Mailing Address:
 P.O. Box 21312
 Hilton Head Island, SC 29925

Address:
 954 Marshall C. Collins Drive
 P.O. Box 1000
 Manteo, NC 27954

Physical Address:
 Northridge Professional Center
 11 Palmetto Parkway #104
 Hilton Head, SC 29926

Program Point of Contact:
 Chief Pilot Kurt Willenbacher
 252-473-7339
kurt.willenbacher@darenc.com

Attention: Donald Baldwin, President & CEO
 Office: (843) 342-5434
 Email: DBaldwin@BaldwinAviation.com

Accounting Point of Contact:
 Angie Austin
 252-475-5710
angie.austin@darenc.com

CLIENT DATA CHART						
PROGRAM	BaldwinSMS™ <input checked="" type="checkbox"/>	MANUALS* <input checked="" type="checkbox"/>	MRO/FBO <input type="checkbox"/>	SPMP Program <input type="checkbox"/>	ASAP/ASIAS <input type="checkbox"/>	FDM/FOQA <input type="checkbox"/>
DESCRIPTION	Non-Commercial <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/>	Fixed Wing <input type="checkbox"/>	Rotor Wing <input checked="" type="checkbox"/>	Other (Vehicles, etc.) <input type="checkbox"/>	UAS <input type="checkbox"/>
Fees: See <u>Schedule 1</u> , attached*						
* Client may not resell Baldwin products or services to any individual or company by providing access to the Baldwin system or by providing copies of the Baldwin manuals or forms.			*Other: SMS Manual			
Basic Term: See 3.01 on Page 1 Beginning: December 1, 2022 Through: November 30, 2026			Billing Cycle: Annual in advance			
Operations and Aircraft of Client to which Services are to be provided:						
Location(s):			1			
Number of Assets:			1			

Note: Custom or accelerated changes to software code are not included in service fees. However, all forms and charts can be customized based on client's requirements and are included in the program as stated on the Fee Schedule.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. 12/16/2022

Sally Detesse

SCHEDULE 1 - Services and Fees



BaldwinSMS™ Commercial

Client: Dare County MedFlight

Date: November 1, 2022

Program Set-up Services –One Time Fee

	Quantity	Rate	Amount
BaldwinSMS Program Set-up Introduction	1	\$1,850.00	\$1,850.00
MRO/FBO Set-up	0	\$995.00	\$0.00
Program Set-up Introduction (Additional Locations/Bases/Hubs)	0	\$650.00	\$0.00
<input type="checkbox"/> Website Customization and Data Collection <input type="checkbox"/> Webinar/Video Based System Software Training <input type="checkbox"/> 90 Day Follow-Up Data Reporting Training (Leadership) <input type="checkbox"/> Basic SMS Training (Video) or optional Webinar with certificate <input type="checkbox"/> Customization of up to 20 Template Forms (i.e., Risk Assessments, Fatigue Forms, Safety Reports, Internal Audits, etc.) <input type="checkbox"/> Creation of Other Unique Company Forms (priced accordingly)			
Assets (per Asset during life of contract)	1	\$50.00	\$50.00
UAV Program (Small –less than 25)	0	\$395.00	OPTIONAL
Customized Manuals (ICAO/NAA compliant SMS.)	1	\$500.00	\$500.00
HAI SMS DISCOUNT Small Flight Department	1	-\$1,650.00	-\$1,650.00
Note: Plus Shipping and Communication (at cost)			
	Total One-Time:		\$750.00

Program Benefits –Annual

BaldwinSMS™ Program with 24/7 Support (up to 5 aircraft)	12	\$395.00	\$4,740.00
Assets (6+ aircraft)	0	\$25.00	\$0.00
UAV Program (Small –less than 25)	0	\$150.00	\$0.00
MRO/FBO (base location)	0	\$150.00	\$0.00
Other Locations/Bases/Hubs	0	\$150.00	\$0.00
Baldwin Document Management On-Going Maintenance (SMS Manual)	12	\$25.00	\$300.00
Baldwin Safety Management Technology			Included
<input type="checkbox"/> Online Safety Management System and Dashboard <input type="checkbox"/> Maintained Forms (Risk Assessments; Safety Reports; Internal Audits; Policy Waivers; etc.) <input type="checkbox"/> Internal Evaluation Program <input type="checkbox"/> Form Assignments (Investigator/Observer/Contributor) <input type="checkbox"/> Safety Risk Profiles <input type="checkbox"/> Hazard Risk Register and Report Card <input type="checkbox"/> Limited Access for Contractors and other restricted users <input type="checkbox"/> Landing Zones (if Rotor) <input type="checkbox"/> QuickRisk™ Safety Profile –Data Collection throughout system <input type="checkbox"/> SPLizard™ –Customized Safety Performance Indicators <input type="checkbox"/> Online Real-time Interactive Safety Lab™ Reports <input type="checkbox"/> Online Bulletin Board and Document Drawer <input type="checkbox"/> Discussion Board <input type="checkbox"/> Safety Gauge™ –Data Tracking of SMS Components <input type="checkbox"/> StatusBoard™ –Reminder/Tracking System (Training, Medicals, etc.) <input type="checkbox"/> Audit Manager <input type="checkbox"/> Operational Alerts and Safety News <input type="checkbox"/> Safety Newsletter (6x a year)			Included
HAI SMS DISCOUNT	12	-\$25.00	-\$300.00
Taxes may apply and will be added to invoices		12 Months	\$4,740.00

ANNUAL TOTAL: **\$5,490.00**

EXHIBIT A

INTELLECTUAL PROPERTY AGREEMENT

This **INTELLECTUAL PROPERTY AGREEMENT** is attached to and incorporated by reference into the Master Services Agreement between **BALDWIN AVIATION, INC.** ("**BAI**"), and the individual or entity whose signature and address appears on the signature page to such Master Services Agreement ("**Client**"). Terms not otherwise defined herein have the meanings assigned to them in such Master Services Agreement (the "**MSA**").

1. INTELLECTUAL PROPERTY LICENSE.

(a) License. Upon and subject to the terms of this Paragraph 1, BAI grants to Client, for the Term, a non-exclusive, non-transferable, royalty-free license, without the right to grant sublicenses, to use the following for the sole purpose of receiving the Services in accordance with the MSA (collectively, the "**BAI Property**"): (i) the manuals, if any, that are designated in Schedule 1 of the MSA ("**Manuals**"), the other documents, if any, that are designated in Schedule 1 of the MSA ("**Other Documents**"), and all information, communications, opinions, text, graphics, links, electronic art, animations, audio, video, software, photos, music, sounds and other material and data accessible on the BAI Website, except that which is accessed through sites on the Internet linked to or from the BAI Website, (ii) the BAI Website (as defined herein); subject to access under Paragraph 2, and (iii) the Services.

(b) Modifications and Copies. Except as provided in Paragraphs 1(b)(i)-(iv), as applicable, Client may not modify, copy, reproduce, transmit, distribute, publish, create derivative works from, display or otherwise transfer or commercially exploit any of the BAI Property (including the Manuals), in whole or in part.

(i) The Manuals may be customized from time to time by BAI to conform to Client's class(es) of operations as set forth in the Client Data Chart and Schedule 1. Such customizations shall be made only by BAI in its systems (not by Client in its systems).

(ii) Client may download the Manuals and the Other Documents, unmodified from the form thereof provided to Client by BAI, onto Client's personal computer(s)/tablet(s)/ipad(s), but only to the extent reasonably necessary to operate Client's owned or leased aircraft covered by the MSA.

(iii) As and to the extent provided under Schedule 1, the Manuals and the Other Documents may be revised at Client's direction, but only to the extent reasonably necessary to operate Client's owned or leased aircraft covered by the MSA. Revisions shall be made only by BAI in its systems (not by Client in its systems).

(iv) As and to the extent provided under Schedule 1, Client may make and distribute a reasonable number of hard copies of the Manuals and the Other Documents, but only to the extent reasonably necessary to operate Client's owned or leased aircraft covered by the MSA. Any permitted copies of the Manuals and the Other Documents must reproduce in an unmodified form any notices contained thereon, such as Intellectual Property Right notices, and where applicable, an original source attribution to "baldwinaviation.com" and its URL address.

(c) Ownership. As between the Parties, BAI owns all current and future worldwide Intellectual Property Rights in the BAI Property (including the BAI Website and its components, including software and the "look and feel," i.e., the selection, coordination, arrangement and presentation of Content (as hereinafter defined)) provided that the specific and custom data respecting the operations and aircraft of Client that is loaded into the Manuals, the Other Documents or the BAI Website hereunder on behalf of Client ("**Client Operations Data**") is the property of Client.

(d) Limited License. Nothing in the MSA is to be construed as an assignment or grant to Client of any right, title or interest in the BAI Property or other property right beyond the limited license expressly granted hereby.

(e) Other Rights. Client agrees that all use of the BAI Property by Client under the MSA, including any modifications or improvements to the BAI Property resulting from Client's exposure thereto, inures to the sole benefit of BAI. Client agrees that Client will be deemed to have assigned, transferred and conveyed to BAI any rights, equities, goodwill, titles or other rights in and to the BAI Property which may have been obtained by Client or which may have vested in Client in pursuance of endeavors covered hereby.

(f) Protection. Client shall reasonably cooperate with BAI for the purpose of documenting, securing and preserving the BAI's rights in and to the BAI Property, including placing any reasonable notice of such ownership that BAI shall reasonably require, and executing instruments reasonably requested by BAI to accomplish or confirm the foregoing.

(g) Client Actions. Client acknowledges that BAI has substantial and valuable goodwill in the BAI Property. Accordingly, shall not take any action, or by its knowing inaction allow any event to occur, which would injure or impair BAI's proprietary rights in and to the BAI Property and Client shall not contest the validity of the BAI Property or any rights of the BAI therein.

2. BAI WEBSITE TERMS OF USE.

(a) License. BAI grants to Client, for the Term, access to the area of baldwinaviation.com or any replacement thereof that is designated in Schedule 1 as "Client's Portal Page" ("**BAI Website**"), for the sole purpose of receiving the Services in accordance with the MSA.

(b) Security. Client hereby assumes the risk of, and acknowledges that BAI is not responsible for, the interception or misuse by third parties of any confidential information transmitted over the Internet. BAI shall issue login ID names and/or passwords for the BAI Website to such individuals designated by Client ("**Authorized Persons**"). Client will not use or allow anyone other than the Authorized Persons to use such login ID names and passwords directly or indirectly, for any purpose whatsoever. Client is fully responsible for all activities that occur under such login ID names and passwords directly or indirectly, for any purpose whatsoever. Client shall immediately notify BAI of any unauthorized use of such login ID names and passwords or any other breach of security.

(c) Equipment, Etc. Client is responsible for providing all hardware, software, telephone or other communications equipment and/or service to connect to the Internet and access the BAI Website and is responsible for all Internet access charges, telephone charges or other fees or charges incurred in connecting to the Internet and accessing the BAI Website. A working Internet connection and e-mail account are required for access to the Services. BAI shall not be responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused by Client's inability to access the Internet or any site linked to or from the BAI Website.

(d) Client Conduct. Client agrees that it will not: (i) upload or otherwise transmit, post, publish, reproduce or distribute, on or through the BAI Website, information, communications, opinions, text, graphics, links, electronic art, animations, audio, video, software, photos, music, sounds and other material and data of any kind ("**Content**") that (A) is protected by Intellectual Property Rights without first obtaining permission from the owner or right holders, (B) contains a virus or other harmful component, or (C) is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent; (ii) alter, damage or delete any Content that is not its own Content; or (iii) violate any operating rule, policy or guideline of its Internet access provider or online service.

(e) Oversight. BAI reserves the right to monitor the BAI Website and to prohibit conduct, or to edit, refuse to post, or to remove any Content, in whole or in part, which it deems in its sole discretion to (i) violate the provisions of the MSA, or (ii) violate applicable law.

(f) Links. BAI neither endorses any Content, goods or services available on any site linked to or from the BAI Website nor shall it be responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused by Client's use thereof or reliance thereon. Client's use thereof is solely at Client's own risk.

(g) Responsibility for Authorized Persons. Client shall inform the Authorized Persons of the terms of this Paragraph 2 and direct them to comply with them.

(h) International Users and Export Restrictions. The BAI Website is administered by BAI from its offices within the United States of America. BAI does not make any representation that the products, services, programs, or Content referred to or contained at the BAI Website are appropriate or legally available for use at locations outside of the United States. Access to such products, services, programs, or Content from territories where their contents are illegal is prohibited. Client may not use the BAI Website or transfer, download or use any of the Content in violation of U.S. laws and regulations, including those relating to export controls. It is understood and agreed that certain

countries may restrict Internet access and that access to the Services may be limited due to such restrictions. If Client accesses the BAI Website from a location outside of the United States, Client is responsible for compliance with all local laws.

3. CONFIDENTIALITY AGREEMENT.

(a) Confidential Information. The Parties each acknowledge that, in connection with their respective negotiation, execution, delivery and performance of the MSA, each Party (a "Disclosing Party") has or will disclose to the other Party (a "Receiving Party"), in written, hard copy or electronic form, visually (such as by inspection) or orally, information, including but not limited to information protected by the federal Copyright Act, related state laws and international provisions, trade secrets, plans, training, sales techniques, lists of customers and vendors, and research and development, and other business, operating, technical, marketing and financial information, that is or may be proprietary to or confidential to the Disclosing Party. All such information so disclosed, and all information that may be derived therefrom, is hereinafter referred to as "Confidential Information" of the Disclosing Party. Notwithstanding anything to the contrary, the BAI Property is in all events BAI's (not Client's) Confidential Information, and Client Operations data is in all events Client's (not BAI's) Confidential Information.

(b) Confidentiality Obligations. Each Party agrees as a Receiving Party and as a Disclosing Party as follows:

(i) The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any Person or use said Confidential Information for any purpose other than, (A) in the case of Client, to receive the Services in accordance with the MSA, and (B) in the case of BAI, to provide the Services in accordance with the MSA, and to make modifications and improvements to the BAI Property that do not specifically identify Client.

(ii) The Receiving Party may disclose such Confidential Information to its Affiliates, and its and their respective directors, officers, employees, agents, advisors, service providers or consultants (such Party's "Related Persons") who need access to such Confidential Information for the purposes set forth in Paragraph 3(b)(i).

(iii) The Receiving Party will cause such Related Persons to observe the non-disclosure and non-use restrictions herein pertaining to said Confidential Information, and the Receiving Party shall be responsible for any violation of such restrictions by its Related Persons.

(c) Limitation on Obligations. The Receiving Party's obligations under this Section 3 shall not pertain to, and a Disclosing Party's Confidential Information shall not include, information that the Receiving Party demonstrates: (i) is or has become generally available to the public through no fault of the Receiving Party or its Related Persons; (ii) is obtained from a third party which is itself, to the knowledge of the Receiving Party, free of any obligations of confidentiality with respect to that information; (iii) is independently developed by the Receiving Party or any of its Related Persons without any reliance on the Disclosing Party's Confidential Information; or (iv) is required to enable a Person to enforce its rights or remedies under the MSA. The foregoing shall not apply to BAI Property or Client Operations Data, which shall remain strictly confidential.

(d) Required Disclosure. In the event a Receiving Party or its Related Persons is required to disclose the Disclosing Party's Confidential Information by court order or government authority, such Receiving Party shall, to the extent practicable, provide prompt notice to the Disclosing Party, so that it may seek a protective order or other appropriate remedy. In the event such protective orders or other appropriate remedy is not obtained or such Disclosing Party waives compliance, such Receiving Party shall provide and shall cause its

Related Persons to provide only such portion of the Confidential Information that it is advised in an opinion of its counsel it or they are legally required to provide, and such Receiving Party shall exercise, and shall cause its Related Persons to exercise, its and their reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so provided.

(e) Effective Period. The Parties' rights and obligations under this Paragraph 3 shall survive and continue to bind the Parties without limit of time.

(f) Return of Information. Upon any expiration, termination or cancellation of the Term, the Receiving Party shall and shall cause its Related Persons to immediately discontinue its use of the Disclosing Party's Confidential Information, and return to the Disclosing Party such Confidential Information (including all copies, reproductions, summaries, analyses, compilations, reports or extracts thereof in the Receiving Party's possession or in the possession of any of its Related Parties), together with the Receiving Party's written certification to the Disclosing Party that the foregoing has been fully accomplished.

4. NON-COMPETITION, ETC.

(a) During the period commencing on the date hereof and ending one year after the expiration, termination or cancellation of the Term, Client agrees that it will not, directly or indirectly, for its benefit or for the benefit of any other Person, do any of the following:

(i) persuade or attempt to persuade any customer, supplier, contractor or any other Person to cease doing business with BAI or to reduce the amount of business it does with BAI;

(ii) solicit the employment or services of any Person that was or is employed by BAI during the period commencing the date hereof and ending one year after the expiration, termination or cancellation of the Term.

For purposes of this Paragraph 4(a): "BAI" shall be construed to include BAI and its current and future Affiliates; and "Client" shall be construed to include Client and its current and future Affiliates.

(b) Client acknowledges that, given the nature of the business of BAI, the covenants contained in this Paragraph 4 contain reasonable limitations as to time, geographical area and scope of activity to be restrained, and do not impose a greater restraint than is necessary to protect and preserve for the benefit of BAI the goodwill of BAI and to protect the legitimate business interests of BAI. If, however, this Paragraph 4 is determined by any court or tribunal of competent jurisdiction to be unenforceable by reason of its extending for too long a period of time or over too large a geographic area or by reason of its being too extensive in any other respect or for any other reason it will be interpreted to extend only over the longest period of time for which it may be enforceable and/or over the largest geographical area as to which it may be enforceable and/or to the maximum extent in all other aspects as to which it may be enforceable, all as determined by such court or tribunal and in such action.

5. **INJUNCTIVE RELIEF.** Each Party agrees that the other Party's remedies at law for any breach or threat of breach by the first Party of the provisions of this Exhibit A will be inadequate, and that the other Party shall be entitled to seek an injunction or injunctions, without the necessity for the posting of a bond or other collateral security, to prevent breaches of and to enforce specifically the terms and provisions of this Exhibit A, and that the first Party will not oppose the granting of such relief.

[End of Intellectual Property Agreement]

EXHIBIT B

[Applies to programs that include Baldwin-based Manuals]

SUPPLEMENTAL TERMS

1. **POST-TERMINATION LICENSE**

(a) License and Fee.

(i) Upon and subject to the terms of this Paragraph 1, BAI shall grant to Client, a perpetual, non-exclusive, non-transferable royalty-free license, without the right to grant sublicenses, to use the Manuals, as modified in accordance with Paragraph 1(b) of the Intellectual Property Agreement to which this Exhibit B is attached (the "Licensed Material"), solely for the purpose of operating Client's owned or leased aircraft.

(ii) The license shall be effective upon any expiration, termination or cancellation of the Term that is not the result of any breach or material violation of the MSA by Client, and the payment by Client of the license fee in accordance with Paragraph 1(a)(iv).

(iii) The license fee shall be an amount calculated by multiplying the Early Termination Fee set forth on the Client Data Chart by a fraction, the numerator of which shall be the number of days (if any) by which such expiration, termination or cancellation of the Term preceded the second anniversary of the date of the MSA, and the denominator of which shall be 730.

(iv) Client shall pay the license fee to BAI within 30 days after such expiration, termination or cancellation of the Term.

(b) Access. As soon as practicable after payment by Client of the license fee, BAI shall provide Client with a copy of the most recent version of the Licensed Material in an industry-standard electronic format that permits the copying and modification of the Licensed Material by Client in accordance with Paragraph 1(c).

(c) Modifications and Copies. Except as provided in Paragraphs 1(c)(i)-(iii), as applicable, Client may not modify, copy, reproduce, transmit, distribute, publish, create derivative works from, display or otherwise transfer or commercially exploit any of the Licensed Material (including the Licensed Material), in whole or in part.

(i) Client may download the Licensed Material onto Client's personal computer(s)/tablet(s)/ipad(s), but only to the extent reasonably necessary to operate Client's owned or leased aircraft.

(ii) The Licensed Material and the Other Documents may be revised by Client but only to the extent reasonably necessary to operate Client's owned or leased aircraft, and such revisions ("Permitted Post-Term Modifications") shall be the property of Client").

(iii) Client may make and distribute a reasonable number of hard copies of the Licensed Material and the Other Documents, but only to the extent reasonably necessary to operate Client's owned or leased aircraft. Any permitted copies of the Licensed Material and the Other Documents must reproduce in an unmodified form any notices

contained thereon, such as Intellectual Property Right notices, and where applicable, an original source attribution to "baldwinaviation.com" and its URL address.

(d) Ownership. Client acknowledges that the Licensed Material, worldwide, is the property of BAI and in some cases other third party licensors (the "Licensed Material Owners"), that the Licensed Material is protected by Intellectual Property Rights, that Client's use of the Licensed Material is governed by laws applicable thereto, and that the Licensed Material Owners have substantial and valuable goodwill in the Licensed Material.

(e) Limited License. Nothing in this Paragraph 1 is to be construed as an assignment or grant to Client of any right, title or interest in the Licensed Material or other property right beyond the limited license expressly granted in this Paragraph 1.

(f) Other Rights. Client agrees that all use of the Licensed Material by Client under this Paragraph 1, except for Permitted Post-Term Modifications, inures to the sole benefit of BAI. Client agrees that Client will be deemed to have assigned, transferred and conveyed to BAI any rights, equities, goodwill, titles or other rights in and to the Licensed Material which may have been obtained by Client or which may have vested in Client in pursuance of endeavors covered by this Paragraph 1, except for Permitted Post-Term Modifications.

(g) Protection. Client shall reasonably cooperate with BAI for the purpose of documenting, securing and preserving the Licensed Material Owners' rights in and to the Licensed Material, including placing any reasonable notice of such ownership that BAI shall reasonably require, and executing instruments reasonably requested by BAI to accomplish or confirm the Licensed Material.

(h) Client Actions. Client shall not take any action, or by its knowing inaction allow any event to occur, which would injure or impair the Licensed Material Owners' proprietary rights in and to the Licensed Material.

(i) Confidentiality. Client shall keep the Licensed Material confidential in accordance with the Confidentiality Agreement respecting BAI data set forth in Paragraph 3 of the Intellectual Property Agreement to which this Exhibit B is attached.

[End of Supplemental Terms]



Mutual Aid Agreement for Fuel Pump Use by Outside Entities

Description

The County Finance Director and the County Attorney determined that for outside entities to use the County fuel pumps to buy fuel, 1) there has to be an agreement between the two entities, and 2) the County is required to change the cost of that use.

Board Action Requested

Approve and sign each of the 6 mutual aid agreements between Dare County and RIVFD, SPVFD, MHVFD, Board of Education, Dare ABC Board, and Town of Manteo.

Item Presenter

Robert Outten, County Manager



County of Dare

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

During the last Hurricane training exercise, the County was notified that the State-wide mutual aid agreement did not cover day to day operations such as fuel pump and fuel use.

The County Finance Director and the County Attorney determined that for outside entities to use the County fuel pumps to buy fuel, 1) there has to be an agreement between the two entities, and 2) the County is required to change the cost of that use.

The 2022 cost of the fuel pumps divided by the total # of gallons used by all users, including the County, is \$0.0164 per gallon (1.64 cents per gallon).

Annual Gasboy maintenance contract	\$2,350
Annual R&M done by County	3,171
Annual system depreciation	0 (System is fully depreciated)
Total	\$5,521
Annual gallons	336,952
Cents per gallon	1.64 cents



County of Dare

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

STATE OF NORTH CAROLINA
COUNTY OF DARE

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into this the _____ day of _____, 2023 (“Effective Date”) by and between the COUNTY OF DARE, a North Carolina Body Politic (“County”), and the DARE COUNTY BOARD OF EDUCATION (“Board,”); collectively, the County and the Board are collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, the County owns and maintains certain fueling stations (hereinafter “Fueling Stations”) located on County-owned property (also referred to as 1018 Driftwood Drive, Manteo, North Carolina) which are utilized to provide fuel to governmental service vehicles; and

WHEREAS, the Board provides the necessary resources to support the students and teachers in the Dare County school system; and

WHEREAS, the Board desires to utilize the Fueling Stations for the purpose of providing fuel to its vehicles; and

WHEREAS, the County, to benefit the County students serviced by the Board, approves of and authorizes the Board’s use of the Fueling Stations for the aforesaid purpose, subject to the terms of this Memorandum; and

WHEREAS, the purpose of this Agreement is to authorize the Board’s use of the Fueling Stations for the purpose(s) stated herein and reduce to writing the understanding of the parties as to the terms of said use.

NOW, THEREFORE, in consideration of the various mutual covenants, promises and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and the County do hereby agree as follows:

1. The Board shall be allowed to utilize the County-owned Fueling Stations for the purpose of providing fuel to the Board’s vehicles which are used to carry out its daily operations.
2. The Board’s use of the pumps for the above-stated purpose includes access to any County-owned property on which such Fueling Stations may exist, and namely being 1018 Driftwood Drive, North Carolina, for the purpose of fueling Board vehicles.

3. The Board agrees to compensate the County for said fuel usage in the following manner:
 - a. The Board agrees to pay the County the amounts accounting for the Board's actual monthly usage of the fuel at the County's wholesale price, net of refundable taxes, if any, which amounts will be presented to the Board by the County via monthly invoices. The Board agrees to pay said invoices upon receipt.
 - b. The Board further agrees to pay County \$0.0164 per gallon used for actual maintenance and administrative costs associated with the Board's usage of the Fueling Stations, which amount will be updated annually as of each June 30 with notification to the Board.
4. The County will continue to maintain and operate the Fueling Stations throughout the course of this Agreement, unless otherwise stated in writing.
5. The Parties agree to indemnify and hold the other harmless for any negligent acts or omissions committed by one party in relation to this Agreement which result in a claim, loss, or damage to the other party.
6. This Agreement shall remain in full force and effect, until such time as the Parties expressly agree in otherwise, which agreement shall be in writing.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
8. This Agreement contains the entire understanding between the parties and may not be altered, modified, terminated, or discharged except in writing.
9. Each person who signs this Agreement on behalf of the Parties named above is authorized to do so.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

COUNTY OF DARE

By: _____

Position/Title: _____

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF DARE

I, _____, a Notary Public of the County and State aforesaid, certify that _____, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this ____ day of _____, 2022.

Notary Public

Printed Name

My commission expires:

This instrument has been preaudited in the manner required by the NC Local Government Budget and Fiscal Control Act

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

DARE COUNTY BOARD OF EDUCATION

By: _____

Position/Title: _____

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF DARE

I, _____, a Notary Public of the County and State aforesaid, certify that _____, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this ____ day of _____, 2022.

Notary Public

Printed Name

My commission expires:

This instrument has been preaudited in the manner required by the NC School Budget and Fiscal Control Act



County of Dare

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

STATE OF NORTH CAROLINA
COUNTY OF DARE

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this the _____ day of _____, 20____ ("Effective Date") by and between the COUNTY OF DARE, a North Carolina Body Politic ("County"), and the DARE COUNTY ALCOHOLIC BEVERAGE CONTROL BOARD ("Board,"); collectively, the County and the Board are collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the County owns and maintains certain fueling stations (hereinafter "Fueling Stations") located on County-owned property (also referred to as 1018 Driftwood Drive, Manteo, North Carolina) which are utilized to provide fuel to governmental service vehicles; and

WHEREAS, the Board provides customer service, fiscal responsibility, operational effectiveness and compliance with laws that govern the sale and use of alcoholic beverages in Dare County; and

WHEREAS, the Board desires to utilize the Fueling Stations for the purpose of providing fuel to its vehicles; and

WHEREAS, the County, to benefit the County residents serviced by the Board, approves of and authorizes the Board's use of the Fueling Stations for the aforesaid purpose, subject to the terms of this Memorandum; and

WHEREAS, the purpose of this Agreement is to authorize the Board's use of the Fueling Stations for the purpose(s) stated herein and reduce to writing the understanding of the parties as to the terms of said use.

NOW, THEREFORE, in consideration of the various mutual covenants, promises and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and the County do hereby agree as follows:

1. The Board shall be allowed to utilize the County-owned Fueling Stations for the purpose of providing fuel to the Board's vehicles which are used to carry out its daily operations.
2. The Board's use of the pumps for the above-stated purpose includes access to any County-owned property on which such Fueling Stations may exist, and namely being 1018 Driftwood Drive, North Carolina, for the purpose of fueling Board vehicles.

3. The Board agrees to compensate the County for said fuel usage in the following manner:
 - a. The Board agrees to pay the County the amounts accounting for the Board's actual monthly usage of the fuel at the County's wholesale price, net of refundable taxes, if any, which amounts will be presented to the Board by the County via monthly invoices. The Board agrees to pay said invoices upon receipt.
 - b. The Board further agrees to pay County \$0.0164 per gallon used for actual maintenance and administrative costs associated with the Board's usage of the Fueling Stations, which amount will be updated annually as of each June 30 with Board notification.
4. The County will continue to maintain and operate the Fueling Stations throughout the course of this Agreement, unless otherwise stated in writing.
5. The Parties agree to indemnify and hold the other harmless for any negligent acts or omissions committed by one party in relation to this Agreement which result in a claim, loss, or damage to the other party.
6. This Agreement shall remain in full force and effect, until such time as the Parties expressly agree in otherwise, which agreement shall be in writing.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
8. This Agreement contains the entire understanding between the parties and may not be altered, modified, terminated, or discharged except in writing.
9. Each person who signs this Agreement on behalf of the Parties named above is authorized to do so.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

COUNTY OF DARE

By: _____

Position/Title: _____

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF DARE

I, _____, a Notary Public of the County and State aforesaid, certify that _____, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this ____ day of _____, 2022.

Notary Public

Printed Name

My commission expires:

This instrument has been preaudited in the manner required by the NC Local Government Budget and Fiscal Control Act

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

DARE COUNTY ALCOHOLIC BEVERAGE
CONTROL BOARD

By: 

Position/Title: General Manager

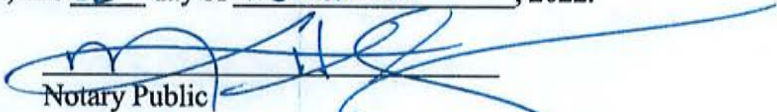
ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF ~~DARE~~ Halifax

I, Matthew Henley, a Notary Public of the County and State aforesaid, certify that Ted Toliver, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this 22th day of November, 2022.




Notary Public

Matthew D. Henley
Printed Name

My commission expires: May 28th, 2025



County of Dare

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

STATE OF NORTH CAROLINA
COUNTY OF DARE

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this the 16 day of November, 2022 ("Effective Date") by and between the COUNTY OF DARE, a North Carolina Body Politic ("County"), and the MANN'S HARBOR VOLUNTEER FIRE DEPARTMENT, "Fire Department"); collectively, the County and the Fire Department are collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the County owns and maintains certain fueling stations (hereinafter "Fueling Stations") located on County-owned property (also referred to as 1018 Driftwood Drive, Manteo, North Carolina) which are utilized to provide fuel to governmental service vehicles; and

WHEREAS, the Fire Department provides firefighting, rescue, and vehicle extrication services to Dare County mainland communities and other communities upon mutual aid requests for first responder services and assistance to Dare County EMS mainland calls; and

WHEREAS, the Fire Department desires to utilize the Fueling Stations for the purpose of providing fuel to its vehicles; and

WHEREAS, the County, to benefit the County residents serviced by the Fire Department, approves of and authorizes the Fire Department's use of the Fueling Stations for the aforesaid purpose, subject to the terms of this Memorandum; and

WHEREAS, the purpose of this Agreement is to authorize the Fire Department's use of the Fueling Stations for the purpose(s) stated herein and reduce to writing the understanding of the parties as to the terms of said use.

NOW, THEREFORE, in consideration of the various mutual covenants, promises and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Fire Department and the County do hereby agree as follows:

1. The Fire Department shall be allowed to utilize the County-owned Fueling Stations for the purpose of providing fuel to the Fire Department's vehicles which are used to provide firefighting, rescue, and vehicle extrication services in daily operations.
2. The Fire Department's use of the pumps for the above-stated purpose includes access to any County-owned property on which such Fueling Stations may exist, and namely being 1018 Driftwood Drive, North Carolina, for the purpose of fueling Fire Department vehicles.

Land of Beginnings

3. The Fire Department agrees to compensate the County for said fuel usage in the following manner:
 - a. The Fire Department agrees to pay the County the amounts accounting for the Fire Department's actual monthly usage of the fuel at the County's wholesale price, net of refundable taxes, if any, which amounts will be presented to the Fire Department by the County via monthly invoices. The Fire Department agrees to pay said invoices upon receipt.
 - b. The Fire Department further agrees to pay County \$0.0164 per gallon used for actual maintenance and administrative costs associated with the Fire Department's usage of the Fueling Stations, which amount will be updated annually as of each June 30 with notification to the Fire Department.
4. The County will continue to maintain and operate the Fueling Stations throughout the course of this Agreement, unless otherwise stated in writing.
5. The Parties agree to indemnify and hold the other harmless for any negligent acts or omissions committed by one party in relation to this Agreement which result in a claim, loss, or damage to the other party.
6. This Agreement shall remain in full force and effect, until such time as the Parties expressly agree in otherwise, which agreement shall be in writing.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
8. This Agreement contains the entire understanding between the parties and may not be altered, modified, terminated, or discharged except in writing.
9. Each person who signs this Agreement on behalf of the Parties named above is authorized to do so.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

COUNTY OF DARE

By: _____

Position/Title: _____

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF DARE

I, _____, a Notary Public of the County and State aforesaid, certify that _____, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this ____ day of _____, 2022.

Notary Public

Printed Name

My commission expires:

This instrument has been preaudited in the manner required by the NC Local Government Budget and Fiscal Control Act

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

MANNS HARBOR VOLUNTEER FIRE DEPARTMENT

By: David Padgett

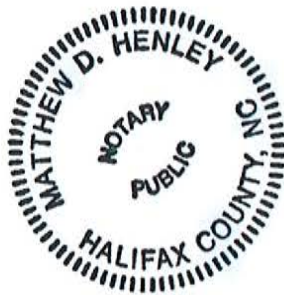
Position/Title: Deputy Chf 18
PRESIDENT, CEO BOARD OF DIRECTORS

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF DARE - Halifax

I, Matthew Henley, a Notary Public of the County and State aforesaid, certify that David Padgett, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this 16th day of November, 2022.



[Signature]
Notary Public

Matthew Henley
Printed Name

My commission expires: 11/28/2025



County of Dare

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

STATE OF NORTH CAROLINA
COUNTY OF DARE

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this the 7 day of December, 2022 ("Effective Date") by and between the COUNTY OF DARE, a North Carolina Body Politic ("County"), and the ROANOKE ISLAND VOLUNTEER FIRE DEPARTMENT, "Fire Department"); collectively, the County and the Fire Department are collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the County owns and maintains certain fueling stations (hereinafter "Fueling Stations") located on County-owned property (also referred to as 1018 Driftwood Drive, Manteo, North Carolina) which are utilized to provide fuel to governmental service vehicles; and

WHEREAS, the Fire Department provides firefighting services to Dare County Roanoke Island communities and other communities upon mutual aid requests; and

WHEREAS, the Fire Department desires to utilize the Fueling Stations for the purpose of providing fuel to its vehicles; and

WHEREAS, the County, to benefit the County residents serviced by the Fire Department, approves of and authorizes the Fire Department's use of the Fueling Stations for the aforesaid purpose, subject to the terms of this Memorandum; and

WHEREAS, the purpose of this Agreement is to authorize the Fire Department's use of the Fueling Stations for the purpose(s) stated herein and reduce to writing the understanding of the parties as to the terms of said use.

NOW, THEREFORE, in consideration of the various mutual covenants, promises and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Fire Department and the County do hereby agree as follows:

1. The Fire Department shall be allowed to utilize the County-owned Fueling Stations for the purpose of providing fuel to the Fire Department's vehicles which are used to provide firefighting services in daily operations.
2. The Fire Department's use of the pumps for the above-stated purpose includes access to any County-owned property on which such Fueling Stations may exist, and namely being 1018 Driftwood Drive, North Carolina, for the purpose of fueling Fire Department vehicles.

Land of Beginnings

3. The Fire Department agrees to compensate the County for said fuel usage in the following manner:
 - a. The Fire Department agrees to pay the County the amounts accounting for the Fire Department's actual monthly usage of the fuel at the County's wholesale price, net of refundable taxes, if any, which amounts will be presented to the Fire Department by the County via monthly invoices. The Fire Department agrees to pay said invoices upon receipt.
 - b. The Fire Department further agrees to pay County \$0.0164 per gallon used for actual maintenance and administrative costs associated with the Fire Department's usage of the Fueling Stations, which amount will be updated annually as of each June 30 with notification to the Fire Department.
4. The County will continue to maintain and operate the Fueling Stations throughout the course of this Agreement, unless otherwise stated in writing.
5. The Parties agree to indemnify and hold the other harmless for any negligent acts or omissions committed by one party in relation to this Agreement which result in a claim, loss, or damage to the other party.
6. This Agreement shall remain in full force and effect, until such time as the Parties expressly agree in otherwise, which agreement shall be in writing.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
8. This Agreement contains the entire understanding between the parties and may not be altered, modified, terminated, or discharged except in writing.
9. Each person who signs this Agreement on behalf of the Parties named above is authorized to do so.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

COUNTY OF DARE

By: _____

Position/Title: _____

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF DARE

I, _____, a Notary Public of the County and State aforesaid, certify that _____, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this ____ day of _____, 2022.

Notary Public

Printed Name

My commission expires:

This instrument has been preaudited in the manner required by the NC Local Government Budget and Fiscal Control Act

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

ROANOKE ISLAND VOLUNTEER FIRE DEPARTMENT

By: _____

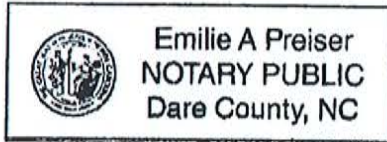
Position/Title: _____

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF DARE

I, Emilie A. Preiser, a Notary Public of the County and State aforesaid, certify that David Pennington, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this 28 day of November, 2022.



Emilie A. Preiser
Notary Public

Emilie A. Preiser
Printed Name

My commission expires:

06.14.2027



County of Dare

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

STATE OF NORTH CAROLINA
COUNTY OF DARE

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this the 9 day of December, 2022 ("Effective Date") by and between the COUNTY OF DARE, a North Carolina Body Politic ("County"), and the STUMPY POINT VOLUNTEER FIRE DEPARTMENT, "Fire Department"); collectively, the County and the Fire Department are collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the County owns and maintains certain fueling stations (hereinafter "Fueling Stations") located on County-owned property (also referred to as 1018 Driftwood Drive, Manteo, North Carolina) which are utilized to provide fuel to governmental service vehicles; and

WHEREAS, the Fire Department provides firefighting, rescue, and vehicle extrication services to Dare County mainland communities and other communities upon mutual aid requests for first responder services and assistance to Dare County EMS mainland calls; and

WHEREAS, the Fire Department desires to utilize the Fueling Stations for the purpose of providing fuel to its vehicles; and

WHEREAS, the County, to benefit the County residents serviced by the Fire Department, approves of and authorizes the Fire Department's use of the Fueling Stations for the aforesaid purpose, subject to the terms of this Memorandum; and

WHEREAS, the purpose of this Agreement is to authorize the Fire Department's use of the Fueling Stations for the purpose(s) stated herein and reduce to writing the understanding of the parties as to the terms of said use.

NOW, THEREFORE, in consideration of the various mutual covenants, promises and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Fire Department and the County do hereby agree as follows:

1. The Fire Department shall be allowed to utilize the County-owned Fueling Stations for the purpose of providing fuel to the Fire Department's vehicles which are used to provide firefighting, rescue, and vehicle extrication services in daily operations.
2. The Fire Department's use of the pumps for the above-stated purpose includes access to any County-owned property on which such Fueling Stations may exist, and namely being 1018 Driftwood Drive, North Carolina, for the purpose of fueling Fire Department vehicles.

3. The Fire Department agrees to compensate the County for said fuel usage in the following manner:
 - a. The Fire Department agrees to pay the County the amounts accounting for the Fire Department's actual monthly usage of the fuel at the County's wholesale price, net of refundable taxes, if any, which amounts will be presented to the Fire Department by the County via monthly invoices. The Fire Department agrees to pay said invoices upon receipt.
 - b. The Fire Department further agrees to pay County \$0.0164 per gallon used for actual maintenance and administrative costs associated with the Fire Department's usage of the Fueling Stations, which amount will be updated annually as of each June 30 with notification to the Fire Department.
4. The County will continue to maintain and operate the Fueling Stations throughout the course of this Agreement, unless otherwise stated in writing.
5. The Parties agree to indemnify and hold the other harmless for any negligent acts or omissions committed by one party in relation to this Agreement which result in a claim, loss, or damage to the other party.
6. This Agreement shall remain in full force and effect, until such time as the Parties expressly agree in otherwise, which agreement shall be in writing.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
8. This Agreement contains the entire understanding between the parties and may not be altered, modified, terminated, or discharged except in writing.
9. Each person who signs this Agreement on behalf of the Parties named above is authorized to do so.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

COUNTY OF DARE

By: _____

Position/Title: _____

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF DARE

I, _____, a Notary Public of the County and State aforesaid, certify that _____, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this ____ day of _____, 2022.

Notary Public

Printed Name

My commission expires:

This instrument has been preaudited in the manner required by the NC Local Government Budget and Fiscal Control Act

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

STUMPY POINT VOLUNTEER FIRE DEPARTMENT

By: [Signature]

Position/Title: Stumpy Point Vol. Fire Chief

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF DARE

I, Jillian Etheridge, a Notary Public of the County and State aforesaid, certify that Bernair Mathias, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this 9 day of December, 2022.



[Signature]
Notary Public
Jillian Etheridge
Printed Name

My commission expires: 9-22-2024



County of Dare

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

STATE OF NORTH CAROLINA
COUNTY OF DARE

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this the 7th day of December, 2022 ("Effective Date") by and between the COUNTY OF DARE, a North Carolina Body Politic ("County"), and the TOWN OF MANTEO, a North Carolina Municipal Corporation ("Town"); collectively, the County and the Town are collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the County owns and maintains certain fueling stations (hereinafter "Fueling Stations") located on County-owned property (also referred to as 1018 Driftwood Drive, Manteo, North Carolina) which are utilized to provide fuel to governmental service vehicles; and

WHEREAS, the Town provides for governmental services to citizens of the Town; and

WHEREAS, the Town desires to utilize the Fueling Stations for the purpose of providing fuel to its vehicles; and

WHEREAS, the County, to benefit the County citizens of Manteo, approves of and authorizes the Town's use of the Fueling Stations for the aforesaid purpose, subject to the terms of this Memorandum; and

WHEREAS, the purpose of this Agreement is to authorize the Town's use of the Fueling Stations for the purpose(s) stated herein and reduce to writing the understanding of the parties as to the terms of said use.

NOW, THEREFORE, in consideration of the various mutual covenants, promises and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the County do hereby agree as follows:

1. The Town shall be allowed to utilize the County-owned Fueling Stations for the purpose of providing fuel to the Town's vehicles which are used to deliver governmental services in daily operations.
2. The Town's use of the pumps for the above-stated purpose includes access to any County-owned property on which such Fueling Stations may exist, and namely being 1018 Driftwood Drive, North Carolina, for the purpose of fueling Town vehicles.

Land of ¹Beginnings

3. The Town agrees to compensate the County for said fuel usage in the following manner:
 - a. The Town agrees to pay the County the amounts accounting for the Town's actual monthly usage of the fuel at the County's wholesale price, net of refundable taxes, if any, which amounts will be presented to the Town by the County via monthly invoices. The Town agrees to pay said invoices upon receipt.
 - b. The Town further agrees to pay County \$0.0164 per gallon used for actual maintenance and administrative costs associated with the Town's usage of the Fueling Stations, which amount will be updated annually as of each June 30 with notification to the Town.
4. The County will continue to maintain and operate the Fueling Stations throughout the course of this Agreement, unless otherwise stated in writing.
5. The Parties agree to indemnify and hold the other harmless for any negligent acts or omissions committed by one party in relation to this Agreement which result in a claim, loss, or damage to the other party.
6. This Agreement shall remain in full force and effect, until such time as the Parties expressly agree in otherwise, which agreement shall be in writing.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
8. This Agreement contains the entire understanding between the parties and may not be altered, modified, terminated, or discharged except in writing.
9. Each person who signs this Agreement on behalf of the Parties named above is authorized to do so.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

COUNTY OF DARE

By: _____

Position/Title: _____

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF DARE

I, _____, a Notary Public of the County and State aforesaid, certify that _____, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this ____ day of _____, 2022.

Notary Public

Printed Name

My commission expires:

This instrument has been preaudited in the manner required by the NC Local Government Budget and Fiscal Control Act

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.



TOWN OF MANTEO

By:

Bobby Owens

Position/Title:

MAYOR

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF DARE

I, *Jamie Whitley*, a Notary Public of the County and State aforesaid, certify that *Bobby Owens*, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this *7th* day of *December*, 2022.



Jamie Whitley
Notary Public

Jamie Whitley
Printed Name

My commission expires: *August 29, 2027*

This instrument has been preaudited in the manner required by the NC Local Government Budget and Fiscal Control Act

Date: *Jamie Whitley*
December 7th, 2022



Tax Collector's Report

Description

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

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over \$100.00)

MONTH: NOVEMBER

DATE RANGE: 11/1/2022 - 11/31/2022

Submitted By: Becky Huff

Taxpayer Name	District Code	Parcel #	Bill Year	AR	Reason	Released Value	Released Tax
SAUNDERS, ROBERT	17	962916000	2022	PP	BOAT SOLD	\$ (27,380.00)	\$ (168.43)
SAUNDERS, ROBERT	17	962916000	2021	PP	BOAT SOLD	\$ (27,380.00)	\$ (165.41)
SAUNDERS, ROBERT	17	962916000	2020	PP	BOAT SOLD	\$ (28,227.00)	\$ (170.09)
SAUNDERS, ROBERT SHELDON	14	007104022	2022	RE	BOAT NOT OWNED BY TAXPAYER	\$ (26,559.00)	\$ (117.01)
SAUNDERS, ROBERT SHELDON	14	007104022	2021	RE	BOAT NOT OWNED BY TAXPAYER	\$ (26,559.00)	\$ (117.01)
SAUNDERS, ROBERT SHELDON	14	007104022	2020	RE	BOAT NOT OWNED BY TAXPAYER	\$ (27,380.00)	\$ (120.63)
JONES, GREGORY	02	938106000	2022	PP	CAMPER YEARLY TAGGED BY DMV	\$ (25,000.00)	\$ (148.56)
GURDO, SCOTT	05	937983000	2022	PP	BOAT SITUS IN FL	\$ (29,100.00)	\$ (178.30)
GURDO, SCOTT	05	937983000	2021	PP	BOAT SITUS IN FL	\$ (29,100.00)	\$ (175.10)
TAXPAYER	07		2022	RE	REVISE TO EXEMPT	\$ -	\$ (324.23)
TAXPAYER	03		2022	RE	REVISE TO EXEMPT	\$ -	\$ (579.63)
Total Tax Released:							\$ (2,264.40)

Refund Report for Real Estate and Personal Property

(Refunds over \$100)

MONTH: NOVEMBER

DATE RANGE: 11/1/2022 - 11/30/2022

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
SENTARA ALBEMARLE REGIONAL MEDICAL	010364777	13300	2019	\$ (31,799.79)	REVISE TO EXEMPT	11/10/2022
SENTARA ALBEMARLE REGIONAL MEDICAL	010364777	13300	2019	\$ (31,799.79)	REVISE TO EXEMPT	11/10/2022
SENTARA ALBEMARLE REGIONAL MEDICAL	010364777	13300	2019	\$ (31,799.79)	REVISE TO EXEMPT	11/10/2022
SENTARA ALBEMARLE REGIONAL MEDICAL	026588777	36662	2019	\$ (1,326.78)	REVISE TO EXEMPT	11/10/2022
SENTARA ALBEMARLE REGIONAL MEDICAL	026588777	36662	2019	\$ (1,326.78)	REVISE TO EXEMPT	11/10/2022
SENTARA ALBEMARLE REGIONAL MEDICAL	026588777	36662	2019	\$ (1,326.78)	REVISE TO EXEMPT	11/10/2022
SENTARA ALBEMARLE REGIONAL MEDICAL	010364777	27679	2020	\$ (36,178.02)	REVISE TO EXEMPT	11/10/2022
SENTARA ALBEMARLE REGIONAL MEDICAL	010364777	27679	2020	\$ (36,178.02)	REVISE TO EXEMPT	11/10/2022
SENTARA ALBEMARLE REGIONAL MEDICAL	010364777	27679	2020	\$ (36,178.02)	REVISE TO EXEMPT	11/10/2022
SENTARA ALBEMARLE REGIONAL MEDICAL	026588777	51044	2020	\$ (1,681.20)	REVISE TO EXEMPT	11/10/2022
SENTARA ALBEMARLE REGIONAL MEDICAL	026588777	51044	2020	\$ (1,681.20)	REVISE TO EXEMPT	11/10/2022
SENTARA ALBEMARLE REGIONAL MEDICAL	026588777	51044	2020	\$ (1,681.20)	REVISE TO EXEMPT	11/10/2022
TSIPAS, GEORGE K	002828016	3689	2022	\$ (759.32)	OVERPAYMENT	11/10/2022
NGUYEN, CU	004631005	5915	2022	\$ (719.70)	OVERPAYMENT	11/10/2022
GALIN, TAD JR	009452000	11820	2022	\$ (2,652.07)	OVERPAYMENT	11/10/2022
WINE DUCKS LLC	010063000	12722	2022	\$ (2,443.53)	OVERPAYMENT	11/10/2022
ELHOFF, WILLIAM KEITH	011812000	15153	2022	\$ (4,365.68)	OVERPAYMENT	11/10/2022
MERJOS, RITSA G	014224001	18134	2022	\$ (200.03)	OVERPAYMENT	11/10/2022
ELHOFF, WILLIAM K	014880000	19848	2022	\$ (1,954.68)	OVERPAYMENT	11/10/2022
MAHAN, TODD DOUGLAS	019274000	26255	2022	\$ (1,094.70)	OVERPAYMENT	11/10/2022
HUTH, MATTHEW T	024423017	32560	2022	\$ (2,350.89)	OVERPAYMENT	11/10/2022
WARE, MARK A	024652018	32987	2022	\$ (2,307.92)	OVERPAYMENT	11/10/2022
ELHOFF, WILLIAM K	026445420	36529	2022	\$ (187.72)	OVERPAYMENT	11/10/2022
Total Refunds:				\$ (231,993.61)		



North Carolina Vehicle Tax System

NCVTS Pending Refund report

November 2022

Payee Name	Secondary Owner	Address 1	Address 3	Tax Jurisdiction	Change	Interest Change	Total Change
FROELICH, HOLLY DEBORAH		119 EAGLE DR	KILL DEVIL HILLS, NC 27948	C99	(\$122.07)	\$0.00	(\$122.07)
				F50	(\$34.90)	\$0.00	(\$34.90)
				S99	(\$30.48)	\$0.00	(\$30.48)
				Refund			\$
MARINO, GEORGE LEROY	POWELL MARINO, MARGARET ELIZABETH	2225 KENDALL ST	VIRGINIA BEACH, VA 23451	C99	(\$253.39)	\$0.00	(\$253.39)
				T10	(\$218.60)	\$0.00	(\$218.60)
				Refund			\$
NORTHRUP, MARGARET FEARING		157 DOGWOOD CIRCLE	MANTEO, NC 27954	C99	(\$102.07)	\$0.00	(\$102.07)
				F51	(\$9.33)	\$0.00	(\$9.33)
				S99	(\$25.49)	\$0.00	(\$25.49)
				Refund			\$
TAVES, ZACHARY HARRIS		4001 RIVER PARK DR	SUFFOLK, VA 23435	C99	(\$267.01)	\$0.00	(\$267.01)
				T20	(\$130.54)	\$0.00	(\$130.54)
				T20BN	(\$26.67)	\$0.00	(\$26.67)
				T20MSD2	(\$20.00)	\$0.00	(\$20.00)
				Refund			\$
Refund Total						\$	1,240.55



Stumpy Point Disposal Site Modification Budget Amendment

Description

The Board of Commissioners previously passed a Resolution to apply for DEQ cost share for improvements to the existing Stumpy Point disposal site to create capacity for a USACE FY24 dredging event to deepen the emergency ferry channel. Coastal Protection Engineering will provide administrative and engineering services for the project.

Board Action Requested

Approve Budget Amendment and authorize the County Manager to negotiate a contract with CPE for administrative and engineering services

Item Presenter

Barton Grover, Grants & Waterways Administrator

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
NCDEQ-St Pt Disposal Mod	253571	427013	00784	626,250	
 <u>Expenditures:</u>					
Maintenance-St Pt Disposal Mod	254571	559913	00784	835,000	
Reserve	254571	555000			208,750

Explanation:

NC DEQ grant for costs associated with modifying the existing Stumpy Point disposal site to create capacity for a USACE dredging event in FY24

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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



Budget amendment - Coronavirus Relief - Transportation

Description

Close out of Coronavirus Relief fund Transportation CARES grants.

Board Action Requested

Approve budget amendment.

Item Presenter

None.

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Fund 14 Coronavirus Relief					

Revenues:

Expenditures:

Transfer to General Fund	144925	591000	\$511,072	
Transportation-Salaries	144461	500200		\$3,897
Transportation-FICA	144461	500300		\$483
Transportation-Retirement	144461	500400		\$434
Transportation-Health Ins	144461	500500		\$6,685
Transportation-Operating	144461	513400		\$499,573

Explanation:

Close out of Transportation CARES grants, and transfer to general fund for portion of grant reimbursements related to operating expenses paid from Transportation department.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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

Transportation CARES Funds
Fund 14

	Budget	FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Actual	Life to Date Actual*	Available Budget*
Revenues:							
143025-422216	567,732.00	2,935.00	216,758.00	295,970.00	52,069.00	567,732.00	-
143025-422218	587.00		586.50			586.50	0.50
Expenditures:							
144661-500200	33,000.00			29,102.68		29,102.68	3,897.32
144661-500300	2,525.00			2,042.26		2,042.26	482.74
144661-500400	3,770.00			3,336.23		3,336.23	433.77
144661-500500	15,851.00			9,165.78		9,165.78	6,685.22
144661-513400	513,173.00		364.80	8,920.76	4,315.00	13,600.56	499,572.44
General Fund operating	-	2,935.00	216,980.20	243,402.29	47,754.00	511,071.49	
Total Expenditures	568,319.00	2,935.00	217,345.00	295,970.00	52,069.00	568,319.00	511,071.49

*As of 11/30/2022

DHHS CARES Transports	587.00		587.00			587.00	-
Round 1	140,519.00	2,935.00	137,584.00			140,519.00	-
Round 2	247,694.00		79,174.00	168,520.00		247,694.00	-
Round 3	47,965.00			47,965.00		47,965.00	-
Round 4	131,554.00			79,485.00	52,069.00	131,554.00	-
	<u>568,319.00</u>	<u>2,935.00</u>	<u>217,345.00</u>	<u>295,970.00</u>	<u>52,069.00</u>	<u>568,319.00</u>	<u>-</u>



Board Appointments

Description

The following Boards have appointments this month:

1. Stumpy Point Community Center Board
2. Library Board - Regional East Albemarle Regional Library
3. Older Adult Services Advisory Council
4. Commissioner for Working Watermen
5. Airport Authority
6. Upcoming Board Appointments

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Stumpy Point Community Center Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January, 2023

Stumpy Point Community Center Board

(Three Year Term)

**Member terms for
Johnny Midgett, Tammi Perry-Inscore, Naomi Midgett and Jeff Griffith
have expired and all four want to be reappointed.**

No other applications have been received.

Other Members:
See attached list

STUMPY POINT COMMUNITY CENTER

(Three Year Term)

This Board operates and maintains the Stumpy Point Community Center facility and amenities for the use and benefit of all members of the Stumpy Point community.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Johnny Midgett 136 Bayview Dr. Stumpy Point, NC 27978 midgettoni@yahoo.com 252-216-6830	8-22	Apptd. 3/19 Reapptd 8/19
VACANT		
Tammi Perry-Inscore. 143 Bayview Drive Stumpy Point, NC 27978 mailto:tammie@obhotline.org 252-261-8164 business	8-22	Apptd. 01/22 to fill term of Sheila Golden
Naomi Midgett 178 Bayview Dr. Stumpy Point, NC 27978 windybayhorsegirl@gmail.com 252-473-1641	8-22	Apptd. 10/00 Reapptd. 8/01, 04,07,10,13,16 19
Jeff Griffith 212 Bayview Dr. Stumpy Point, NC 27978 252-473-3390	8-22	Apptd. 10/00 Reapptd. 8/01, 04,07,10,13,16, 19

MEETING INFO: No set date, meet as needed

CONTACT INFO: Johnny Midgett

MEMBERS COMPENSATED: NO

County Attorney informed 12-5-86 that this Board has a three year term rather than the two year term listed in the Board file. This is according to the 1965 Session Laws of Dare County.

Dick Best resigned 1988., Ginger Midgett and H.O. Golden were replaced 8/86.

Douglas Hooper was not reappointed 8/89, Calvin Gibbs replaced Ben Barbee 4/91.

John Calvin Midgett was reappointed 8/89, but did not wish to serve. He was replaced by John Receveur.

Calvin Gibbs resigned, replaced by Jim Meekins, Sr.

Roger Best did not wish to serve again, replaced by Roy Midgett.

Roger Best filled unexpired term of Roy Midgett and Jeff Griffith filled unexpired term of John Receveur 10/00.

Linda Barbee filled unexpired term of Louise Hooper 3/07.

Shelia Golden filled unexpired term of Linda Barbee 10/09.

Johnny Midgett filled unexpired term of Roger Best who passed away 3/19.

Sheila Golden, Jeff Griffith, Johnny Midgett and Naomi Midgett all reappointed 08/19.

David Midgett moved out of state leaving a vacancy 2021; Sheila Golden resigned (12/21)

Tammy Perry-Inscore appointed to fulfill term of resigning Sheila Golden (01/22)

REVISED 01/22



Library Board - Regional East Albemarle Regional Library

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January 2023

BOARD APPOINTMENT

Library Board
East Albemarle Regional Board
(Four Year Term)

All members of the Regional Library Board have moved out of the area
and are no longer eligible to serve on this board.

You must be a member of the Dare Library Board to serve on the Regional Library Board.

Mary Lou Hoffert wishes to serve on the Regional Board

There are two remaining vacancies to be filled.

Other Members:
See attached

LIBRARY BOARD – REGIONAL
EAST ALBEMARLE REGIONAL LIBRARY
(Four Year Term)

This Board serves as the governing board and sets policy for the eight libraries within the East Albemarle Regional Library System. The Board is responsible for setting region-wide policies, and approving and reviewing the regional budget. Regional library board members must be a member of the local library advisory board at the time of their appointment.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Vacant		
Vacant		
Vacant		

NOTES: Jonathan Wark, Director
jwark@earlibrary.org
252-473-2372

Bea Mulford appointed to fill unexpired term of Wayne Gray 11/87.
Polly Bernd replaced Jack Hohmann 7/92.
Martha Hohmann replaced Bea Mulford 8/94.
Stella Green replaced Mary Lou Mankedick 8/94.
Ray Gray replaced Stella Green 7/96.
Jan DeBlieu appointed to fill unexpired term of Polly Bernd 8/97.
Pat Eure appointed to fill unexpired term of Martha Hohmann 8/97.
Elizabeth Newman appointed to fill unexpired term of Ray Gray 8/97.
Dorothy Fink appointed to fill unexpired term of Jan DeBlieu 12/01.
Jan Willis appointed to fill unexpired term of Pat Eure 12/01.
Laura Catoe appointed to fill unexpired term of Elizabeth Newman 8/02.
Paul Charron appointed to fill unexpired term of Jan Willis 3/04.
Amy Huggins appointed to fill unexpired term of Dorothy Fink 10/05
Betty Swanson appointed to fill unexpired term of Paul Charron 11/05.
Elizabeth Gaimel replaced Betty Swanson 7/10.
Joyce Bornfriend replaced Lynne Foster 6/12.
Mike Hogan appointed to fill Board vacancy 4/19
Mike Hogan, Elizabeth Gaimel and Willard Haithcock are no longer in the area to serve 5/22

REVISED 5/22



Older Adult Services Advisory Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January, 2023

Board Appointment
Older Adult Services Advisory Council
(Four Year Term)

Apollonia (Bella) Reber has resigned for health issues. The Council recommends the appointment of Don Berg to complete her term and Beulah Ashby to fill the Council's vacancy.

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)	11-26	Apptd. 11/14 Reapptd. 11/18, 11/22
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
Emily Gould 213 Woodland Drive Kitty Hawk, NC 27949 252-475-5550 (O) ekarr@darenc.com Social Services Rep.	11-26	Apptd. 11/22
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 Prodanchek 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 reaptd. 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
Mary Pendill reaptd., Emily Gould to replace Melissa Turnage 11/22
Bella

REVISED 11/22



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Older Adult Services Advisory Council

2nd Choice Roanoke Island Community Center Board

3rd Choice

Name Beulah Charity Ashby

Address 105 Jones Circle

City/State/Zip 27954

Email beulahashby67@gmail.com

Personal Phone (252)256-0987

Business Phone

Business Address

Occupation Retired and restaurant hostess

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 Graduated from Manteo High School and received an associate degree from College of The Albemarle in business.

Business and civic experience and skills I have worked in business and finance as a career choice. I served on local PTA, member of COA alumni, served 9 years on OBX Hospital Board, OBX Food Pantry, Elizabethan Gardens, as well as many other boards and committees over the years.

Other boards, Committees, Commissions on which you presently serve Serving on the committee to bring and retain medical personnel to our county.

REFERENCE #1

Name Bobby Owens

Business Mayor for Town of Manteo

Address Manteo

Phone (252)256-0668

REFERENCE #2

Name Coquetta Brooks

Business

Address Manteo

Phone (252)305-4598

REFERENCE #3

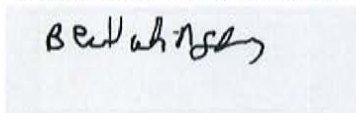
Name Betty Selby

Business

Address Manteo

Phone (252)423-0958

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

A rectangular area containing a handwritten signature in black ink. The signature appears to read "Betty Selby".

Date 11/14/2022

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 Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice 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 Arnold</u>			<u>919 268 9065</u>
<u>Curt Gordon</u>			<u>(206) 391-4420</u>
<u>Larry 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: _____



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Waterways Commission
2nd Choice Oregon Inlet Task Force
3rd Choice

Name John K. Berquist
Address 105 Mariners View
City/State/Zip Kitty Hawk NC 27949
Email john@drumbeatfishing.com
Personal Phone (252)455-2707
Business Phone
Business Address
Occupation Charter Fishing
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 In 2000, I graduated from Hickory High School and sought further education at Tidewater Community College and Old Dominion University. Despite not acquiring a college diploma, I continued the EMT work that I was certified and employed with beginning my senior year in high school. Ongoing education has remained a high priority of mine. I completed my Private Pilot's License in 2016 and OUPV in 2017 while pursuing varying business ventures.

Business and civic experience and skills Post EMT, I worked as a Commercial Insurance Producer- greatly increasing knowledge & understanding of a vast field of regulation & risk. Relocated from Norfolk to Kitty Hawk in 2011 & worked as owner/operator of Pizza Stop in Southern Shores. After selling, I put my OUPV license to work & began Drumbeat Fishing, running charters out of Oregon Inlet. I also developed Kitty Hawk Chairs, designing & building durable, eco-friendly outdoor furniture.

Other boards, Committees, Commissions on which you presently serve Though not currently serving on any boards, community involvement is extremely important to me. The maintenance & health of our local waterways is tantamount to the recreation & fishing industry as a whole & an issue I'm strongly passionate about. I have a keen interest in local policy & would love the opportunity contribute to the Dare County Waterways Commission.

REFERENCE #1

Name David Hines
Business Coastal NC Holdings

Address 306 First Flight Run, Kitty Hawk NC 27949

Phone (252)573-9547

REFERENCE #2

Name Will Thorp

Business High Cotton BBQ

Address

Phone (252)202-5378

REFERENCE #3

Name Justin Stewart

Business TWs Tackle Kitty Hawk

Address

Phone (252)619-1198

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.

John Benquist

Date 3/28/2022

REFERENCE #2

Name Jim Tobin
Business Pirates Cove
Address Manteo, NC
Phone (800)367-4728

REFERENCE #3

Name RV Owens
Business Entrepreneur
Address Manteo, NC
Phone (252)473-3425

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.

Eddie Trueme

Date 8/9/2022



Commission for Working Watermen

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January, 2023

DARE COUNTY COMMISSION FOR WORKING WATERMEN

This Commission works to protect and enhance the commercial fishing industry in Dare County.

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

The following terms expire in January:

Jaimie Reibel

(Charter Boat Captain
(Current Term 1/21 – 1/23)
(Originally Apptd. 1/19)

Joe Wilson

(Commercial Fisherman)
(Current Term 1/20 – 1/23)
(Originally Apptd. 1/19)

Dewey Hemilright

(Commercial Fisherman)
(Current Term 1/20 – 1/23)
(Originally Apptd. 1/19)

Steve House

(Commissioner Representative and Chairman)
(Current Term 1/21 – 1/23)
(Originally Apptd. 1/19)

All would like to be reappointed.

There are no applications on file.

Other Members:
See attached list

COMMISSION FOR WORKING WATERMEN

(Staggered Terms)

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

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

<u>MEMBERS</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Jamie Reibel (Charter Boat Captain) 305 Sir Walter Raleigh St. Manteo, NC 27954 252-473-8051 phideaux@charter.net	1/23	Apptd. 1/19 Reapptd. 1/21
Joe Wilson (Commercial Fisherman) 379 ER Daniels Road Wanchese, NC 27981 252-473-1235	1/23	Apptd. 1/19 Reapptd. 1/20
(Non-Voting Science Advisor) vacant		
Dewey Hemilright (Commercial Fisherman) P.O. Box 667 Wanchese, NC 27981 252-473-0135 fvtarbaby@embarqmail.com	1/23	Apptd. 1/19 Reapptd. 1/20
Steve House, Chairman (Commissioner Rep.) 288 N. Dogwood Trail P.O. Box 1093 Southern Shores, NC 27949 252-216-8985 Steve.house@darenc.com	1/23	Apptd. 1/19 Reapptd. 1/21
Alana Harrison (Fish House Dealer) P.O. Box 522 Hatteras, NC 27943 252-986-2039 Alanaharrison22@gmail.com	3/25	Appt. 3/19 Reapptd. 2/22

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

5/25

Appt. 5/19, 22

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

5/25

Appt. 5/19, 22

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

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

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

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

The Board of Commissioners was informed that the following appointments would be made at a future meeting: Fish House Dealer with a 3-year term, Commercial Fisherman with a 3-year term Commercial Fisherman with a 3-year term
Amanda Hooper Walters (Commercial Fisherman) & Joe J. Vandyke (Commercial Fisherman) were reappointed. 5/22

Updated 05/22



Airport Authority

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January, 2023

AIRPORT AUTHORITY

(Four Year Term)

The Airport Authority Board is responsible for maintaining and operating airports owned by the Authority or Dare County. They provide air transportation services to the aviation traveling public and other aviation related services.

**William Pope is no longer serving on the Airport Authority
His term expires April, 2023**

The Authority recommends James R. Kenny be appointed to fill his term.

Applications on file:

**James R. Kenny, William J. Overman, Jr.,
Raymond Pate, and Earl (Tim) Shearin, Jr.**

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 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 Regional Airport

2nd choice _____

3rd choice _____

Name James R. Kenny

Address 4535 Hilltop Lane

City/State/Zip Kitty Hawk NC 27949

Email Address JimK@islandxpertees.com

Telephone ^{cell} Home: 252-256-0540

Business: 252-480-3990

Resident of Dare County: Yes no

Occupation: Screen printing Island Xpertees

Business Address: 2224 30. Lark Ave Wags Head

Educational background:
US coast guard, some college

Business and civic experience and skills:

President Island Xpertees, founding member outer banks Relief foundation various charities

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

Ducks unlimited

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
Charlie Davidson	3618 Old Nasshead Woods Rd	Nasshead NC 27959	252-548-9141
RV Owens	unit 1 KDH 27948	301 W. Fresh Pond Dr PO Box 243	252-216-8079
Jim Tobin		Wanderherber NC 27953	252-256-0629

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: 12-12-19 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 12/12/19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Airport Authority

2nd choice Planning Board

3rd choice ~~Veterans Advisory Council~~

Name William J. Overman, Jr.

Address 110 Puddle Lane

City/State/Zip Manteo, NC 27954-9595

Email Address ~~fourbranch@earthlink.net~~

Telephone Home: 252-473-2126 wjack.overman@gmail.com

Business: —

Resident of Dare County: yes no

Occupation: Retired U.S. Navy

Business Address: —

Educational background:

B.S. Wake Forest University

Post Grad U of Pitt

Business and civic experience and skills:

Airport Authority early 2000s

Albemarle Commission

First Fit society Bd 20 yrs
1st Fit military Officers Ass. (MOAA) Local chapter 4 yrs Pres
MOAA State President & Bd of Directors
4th Branch Bd (Federal co-chair)
Boy Scouts
214

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>CLARENCE SKINNER</u>			
<u>Dr. Charles Davidson</u>			
<u>day wheeles</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: 1/26/17

Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 1/26/17

Application renewed
via attached letter
received 7/6/2020

Cheryl Auby, Clerk.

William J "Jack" Overman, Jr

110 Puddle Lane

Manteo, NC 27954

473-2126

wjack.overman@gmail.com

Please list me as desiring to be appointed to the

1st Airport Authority

2nd Planning Board





APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Airport Authority

2nd Choice Zoning Board of Adjustment - Dare County

3rd Choice Planning Board

Name Raymond G Pate

Address POB 350

City/State/Zip Kill Devil Hills, NC 27948

Email rgpatepepls@gmail.com

Personal Phone (252)435-8785

Business Phone (252)435-8785

Business Address POB 228, Point Harbor, NC, 27964, United States

Occupation Professional Engineer & Professional Land Surveyor

Dare County YES
Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Attended Louisburg College in Louisburg , NC from August 1972 to August 1974 studying general college with an emphasis on English literature. Attended the University of North Carolina at Wilmington from January 1975 to May 1977 receiving a BA degree in earth sciences with an emphasis on global positioning/geology. Attended North Carolina State University from 1978 to May 1981 receiving a BS degree in Civil Engineering-Construction Option.

Business and civic experience and skills Received Private Pilot single engine land certification with flight training in Bessemer Alabama and glider certification in 1992 with flight training in Hampton County NC.

Other boards, Committees, Commissions on which you presently serve Member of St. Andrews Episcopal by the Sea, Nags Head, NC.

REFERENCE #1

Name Dr. Charles Davidson

Business 3618 Old Nags Head Woods

Address 3618 Old Nags Head Woods, Nags Head, NC, 27959

Phone (252)548-9141

REFERENCE #2

Name Mr. George Henderson
Business POB 606 Manteo, NC 27954
Address 153 Dogwood Circle, Manteo, NC 27954
Phone (252)473-2791

REFERENCE #3

Name Mrs. Lib Fearing
Business POB 184, Manteo, NC 27954
Address 337 Aripport Rd., Manteo, NC, 27954
Phone (252)473-3307

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.

Raymond G Pate

Date 12/31/2021



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Tourism Board
2nd Choice ABC Board
3rd Choice Airport Authority
Name Earl C Shearin, Jr. (Tim)
Address 136 Cannon Trail
City/State/Zip Manteo, NC 27954
Email tim.shearin3@gmail.com
Personal Phone (252)216-0260
Business Phone (252)475-5980

Business Address

Occupation Retired

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 BSBA East Carolina University

Business and civic experience and skills Manager, Belk Dept. Store 36 years

Other boards, Committees, Commissions on which you presently serve Dare County Health/Human Services Board Chairman

REFERENCE #1

Name Mr. Brown Douglas
Business Retired
Address 112 Lidia Lane, Manteo, NC 27954
Phone (252)216-8294

REFERENCE #2

Name Mr. Robert Woodard
Business Towne Bank
Address 2305 Bay Dr., Kill Devil Hills NC 27948
Phone (252)702-7219

REFERENCE #3

Name Mr. Jay Burrus
Business Retired
Address 134 Cannon Trail, Manteo, NC 27954
Phone (252)473-7148

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.

Earl C. Shearin, Jr.

Date 7/11/2022

APPLICATION FOR APPOINTMENT TO
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Advisory Board or Committee interested in:

1st choice Dare County Regional Airport

2nd choice _____

3rd choice _____

Name James R. Kenny

Address 4535 Hilltop Lane

City/State/Zip Kitty Hawk NC 27949

Email Address JimK@islandxpertees.com

Telephone ^{cell} Home: 252-256-0540

Business: 252-480-3990

Resident of Dare County: Yes no

Occupation: Screen printing Island Xpertees

Business Address: 2224 30. Lark Ave Wags Head

Educational background:
US coast guard, some college

Business and civic experience and skills:

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Advisory Board or Committee interested in:

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2nd choice Planning Board

3rd choice ~~Veterans Advisory Council~~

Name William J. Overman, Jr.

Address 110 Puddle Lane

City/State/Zip Manteo, NC 27954-9595

Email Address ~~fourbranch@earthlink.net~~

Telephone Home: 252-473-2126 wjack.overman@gmail.com

Business: —

Resident of Dare County: yes no

Occupation: Retired U.S. Navy

Business Address: —

Educational background:

B.S. Wake Forest University

Post Grad U of Pitt

Business and civic experience and skills:

Airport Authority early 2000s

Albemarle Commission

First Fit society Bd 20 yrs

1st Fit military Officers Ass. (MOAA) Local chapter 4 yrs Pres

MOAA State President & Bd of Directors

4th Branch Bd (Federal co-chair)

Boy Scouts

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NONE

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via attached letter
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Cheryl Anby, Clerk.

William J "Jack" Overman, Jr

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Manteo, NC 27954

473-2126

wjack.overman@gmail.com

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2nd Planning Board





APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Airport Authority

2nd Choice Zoning Board of Adjustment - Dare County

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Name Raymond G Pate

Address POB 350

City/State/Zip Kill Devil Hills, NC 27948

Email rgpatepepls@gmail.com

Personal Phone (252)435-8785

Business Phone (252)435-8785

Business Address POB 228, Point Harbor, NC, 27964, United States

Occupation Professional Engineer & Professional Land Surveyor

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REFERENCE #3

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Business POB 184, Manteo, NC 27954
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Phone (252)473-3307

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.

Raymond G Pate

Date 12/31/2021



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2nd Choice ABC Board
3rd Choice Airport Authority
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Address 136 Cannon Trail
City/State/Zip Manteo, NC 27954
Email tim.shearin3@gmail.com
Personal Phone (252)216-0260
Business Phone (252)475-5980

Business Address

Occupation Retired

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.

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Phone (252)216-8294

REFERENCE #2

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Phone (252)702-7219

REFERENCE #3

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Business Retired
Address 134 Cannon Trail, Manteo, NC 27954
Phone (252)473-7148

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.

Earl C. Shearin, Jr.

Date 7/11/2022



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

February, 2023

Aging Advisory Council - - two terms expiring

Senior Tar Heel Legislature Delegates - - two terms expiring

March, 2023

None

~~~~~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



Closed Session

Description

Closed Session pursuant to:
NCGS 143-318.11(a)(3) to consult with the attorney in order to preserve the attorney-client privilege
In Re: Opioid litigation and to approve the minutes of the last Closed Session.

Board Action Requested

Approve Closed Session

Item Presenter

Robert Outten, County Manager