



**COUNTY OF DARE**  
PO Box 1000. MANTEO, NC 27954

**DARE COUNTY BOARD OF COMMISSIONERS**

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

**Monday, July 17, 2023**

**“HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?”**  
*Caring for Our Community – A Nurturing Place Where All Can Live and Grow.*

**AGENDA**

- 5:00 PM**      **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1**      Opening Remarks - Chairman's Update
- ITEM 2**      Service Pins - July, 2023
- ITEM 3**      Employee of the Month
- ITEM 4**      Public Comments
- ITEM 5**      Update - Senior Tar Heel Legislature
- ITEM 6**      Dare County N.C. Cooperative Extension Report
- ITEM 7**      Resolution Advocating Increased Funding to Help Landowners Improve Their Property and Reduce Nutrient Loading in NC's Coastal Waters
- ITEM 8**      Dare County DHHS - Public Health Opioid Settlement Funds Resolution
- ITEM 9**      Health and Human Services Medicaid Expansion Presentation
- ITEM 10**      Relocation of Graves at Dare County Regional Airport
- ITEM 11**      Revision to Travel Policy
- ITEM 12**      Rodanthe Beach Nourishment Feasibility Study
- ITEM 13**      Water Department Water System Development Fee & Water Connection Fee Increase
- ITEM 14**      Recommended Water Capital Improvements Plan for 2024 Through 2029
- ITEM 15**      S-13 and S-14 Supplements to the County Ordinances
- ITEM 16**      NCACC Voting Delegate
- ITEM 17**      Dare Educational Foundation and Teacher Housing

**ITEM 18      Consent Agenda**

1. Approval of Minutes
2. Budget Adjustments for FY 2022 Actual Collections of System Development Fees
3. Dare County Wilkenson Building Lease
4. Transportation Department - SureBus Software License Agreement
5. NC Governor's Highway Safety Program (GHSP) Local Governmental Resolution
6. Outer Banks Gun Club Lease
7. Public Works - Refuse Trucks Budget Amendment
8. Systel Multi-Function Machine Lease
9. Tax Collector's Report
10. Amendment to Capital Project Ordinance & Budget Amendment for Final FY23 System Development Fees
11. Water Department NCDOT Three Party Right of Way Encroachment Agreement
12. Health & Human Services-Public Health Div.  
Community Linkages to Care for Overdose Prevention and Response Grant
13. Health & Human Services-Public Health Div. Breaking Through Task Force - Public Awareness Campaign to Address Community Mental Health Grant
14. Reimbursement Resolutions - FY 23-24 Vehicle & Equipment Financing  
FY 23-24 Sanitation Equipment Financing
15. Dare County Sheriff's Office - Flock Safety License Plate Reader

**ITEM 19      Board Appointments**

1. Jury Commission Board
2. Fessenden Center Advisory Board
3. Manns Harbor Community Center
4. A.B.C. Board
5. Wanchese Community Center
6. Virginia S. Tillett Community Center Advisory Board
7. Upcoming Board Appointments

**ITEM 20      Commissioners' Business & Manager's/Attorney's Business**

**ITEM 21      Closed Session**

***ADJOURN UNTIL 9:00 A.M. ON AUGUST 7, 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.



*Service Pins - June, 2023*

**Description**

Service pins for the month of June 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



*Update - Senior Tar Heel Legislature*

**Description**

Kaye White, the Dare County Delegate to the North Carolina Senior Tar Heel Legislature, will provide an annual report to the Board. She will be accompanied by Alternate Delegate, Sue Kelly.

**Board Action Requested**

None - Informational Presentation

**Item Presenter**

Kaye White, Dare County Delegate  
Sue Kelly, Alternate Delegate



*Dare County N.C. Cooperative Extension Report*

**Description**

County Extension Director, Tanya Lamo, County Extension Director will provide a report on Extension activities and accomplishments.

**Board Action Requested**

None - Informational Presentation

**Item Presenter**

Tanya Lamo, County Extension Director



***Resolution Advocating Increased Funding for Voluntary Cost-Share Programs to Help Landowners Improve Their Property and Significantly Reduce Nutrient Loading in North Carolina's Coastal Waters***

**Description**

This resolution advocates the state increasing its allocation to cost-share programs such as the Community Conservation Assistance Program (CCAP), Streamflow Rehabilitation Assistance Program (StRAP), Agricultural Water Resources Assistance Program (AgWRAP), and Agriculture Cost Share Program (ACSP).

**Board Action Requested**

Adopt resolution

**Item Presenter**

Charles Sanders, Soil and Water





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May 2, 2023

The Honorable Robert Woodard, Sr.  
Chairman, Dare County Board of Commissioners  
PO Box 1000  
Manteo, NC 27954

Dear Commissioner Woodard,

The North Carolina Environmental Management Commission (NCEMC), Coastal Resources Commission, and Marine Fisheries Commission, adopted the Coastal Habitat Protection Plan in 2004 as a way to summarize and guide the development and restoration of coastal fisheries through habitat protection and enhancement. This plan is revised every five years. The most recent amendment in 2021 included the formation of a public/private partnership. This partnership is operating under the name Stakeholder Engagement for Collaborative Coastal Habitats Initiative (SECCHI).

The Division of Soil & Water Conservation, under the North Carolina Department of Agriculture & Consumer Services, operates several cost-share programs in cooperation with 96 local Soil & Water Conservation Districts, including Dare County. These programs include the Agriculture Cost Share Program (ACSP), Community Conservation Assistance Program (CCAP), Agricultural Water Resources Assistance Program (AgWRAP), and Streamflow Rehabilitation Assistance Program (StRAP). These programs are designed to address nonpoint source water pollution, which typically originates from sources such as fertilizer use, animal waste, improper use of pesticides and herbicides, and stormwater runoff (see enclosures for more details).

Dare County regularly maxes out our CCAP allocations. During FY2022 there was \$99,914 allocated to Dare County through CCAP and \$50,000 during FY2023 for seven and two projects, respectively. For those same years there were 41 and 21 applicants, which means 34 and 14 projects were not funded each year due

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to lack of funds. The statewide CCAP funding allocation was \$1.5 million in FY2023. We consistently receive funds for stream debris removal including \$32,700 to remove stream blockages after Hurricane Dorian, \$201,196 after Hurricane Matthew, and \$35,710 under the new StRAP program. The state funding allocation for ACSP during Fiscal Year 2023 was \$6.5 million respectively, while StRAP was allocated \$38 million for Fiscal Year 2022.


SECCHI has adopted a resolution (NCEMC agenda item 23-08, March 9, 2023) advocating increased funding for voluntary cost-share programs that will help landowners improve their property and significantly reduce nutrient loading in North Carolina's coastal waters (see enclosures). This resolution encourages an increase in state funding to cost-share programs such as CCAP and StRAP in both one-time and reoccurring annual increases. We, the undersigned members of the Dare Soil & Water Conservation District add our support to this resolution and encourage the Dare County Board of Commissioners to do so as well. Thank you for your time.

Sincerely,

Dare Soil & Water Conservation Board



Matt Paulson, Chairman



Erin Fleckenstein, Vice Chair



Lora Eddy



Alana Harrison



Clarence Beasley

CS

Enclosures (3)

CC Wally Overman, Vice Chairman  
Rob Ross, Commissioner  
Steve House, Commissioner  
Jim Tobin, Commissioner  
Danny Couch, Commissioner  
Ervin Bateman, Commissioner  
Robert Outten, County Manager & Attorney





# Detailed Implementation Plan Fiscal Year 2023

August 16, 2022

## AGRICULTURE COST SHARE PROGRAM SUMMARY

The North Carolina Agriculture Cost Share Program (ACSP) was authorized by the General Assembly in 1983 to improve water quality associated with agriculture in three nutrient sensitive watersheds covering 16 counties. In 1990, the program was expanded to include 96 soil and water conservation districts (districts) covering all 100 counties across the state. In FY2023, there are 66 approved best management practices (BMPs) in the ACSP. BMPs include both short-term and long-term practices.

ACSP is administered by the North Carolina Soil and Water Conservation Commission and implemented through local soil and water conservation districts. The commission meets with stakeholders to gather input on ACSP's development and administration through the Technical Review Committee. ACSP currently receives a recurring state appropriation of \$4,016,998 for BMP allocation. A separate recurring appropriation in the amount of \$2,448,778 is used to support technical assistance funding for districts.

## FISCAL YEAR 2023 ANNUAL GOALS

- (1) Allocate funds to soil and water conservation districts for all ACSP BMPs.
  - a. Award funds to all districts requesting an allocation following 02 NCAC 59D .0103.
- (2) Support implementation of a Job Approval Authority process for ACSP BMPs.
  - a. Review job approval category requirements to ensure technical competency.
  - b. Maintain the job approval database.
- (3) Conduct training for districts.
  - a. Continue to train districts on the program.
  - b. Provide technical training for the required skills to plan and implement approved ACSP BMPs.
  - c. Maintain the [ACSP website](#) with all relevant information.

## DISTRICT ALLOCATIONS

- (1) Allocations will be made to all districts requesting funds in their FY2023 Strategy Plan.
- (2) Allocation parameters are described 02 NCAC 59D .0103 Agriculture Cost Share Program Financial Assistance Allocation Guidelines and Procedures (Effective January 1, 2020).

**Table 1. Allocation parameters**

PARAMETER	PERCENT
Percentage of total acres of agricultural land in North Carolina that are in the respective district as reported in the most recent edition of the North Carolina Census of Agriculture.	20%
Percentage of total number of animal units in North Carolina that are in the respective district as reported in the most recent edition of the North Carolina Census of Agriculture and converted to animal units.	20%
Relative rank of the percentage of the county outside of municipal boundaries draining to waters identified as impaired or impacted on the most recent Integrated Report produced by the North Carolina Division Water Resources.	20%
Relative rank of the percentage of the county draining to waters classified as Primary Nursery Areas, Outstanding Resource Waters, High Quality Waters, and Trout Waters on the current schedule of Water Quality Standards and Classifications, Shellfish Harvesting Areas (open) as determined by the Division of Marine Fisheries, and North Carolina Drinking Water Assessment Areas as determined by the Division of Water Resources.	10%
Percentage of program funds allocated to a district that are expended for installed BMPs in the highest three of the most recent seven-year period as reported in the NC Cost Share Contracting System.	20%
Relative rank of the number of acres of highly erodible land in the county as reported by the United States Department of Agriculture Farm Service Agency.	10%

**TECHNICAL ASSISTANCE ALLOCATIONS**

- (1) Allocations for technical assistance shall be based on the recommendation of the Division, the funding requested in the district’s strategic plan, and the need to install BMPs in the district.
- (2) Each district shall provide at least 50% matching funds for technical assistance.
- (3) The allocation is made based on the implementation of conservation practices for which district employees provided technical assistance:
  - a. Commission Cost Share Programs funded practices: 100%
  - b. Local, State, Federal and grant funded practices that meet the purpose requirements of Commission Cost Share Programs: 25%



- c. Allocations are calculated using the highest three of the most recent seven years. This calculation was approved at the February 24, 2021 Commission meeting and is effective this fiscal year.
  - d. Allocations are calculated once every three years, unless there is a change in technical assistance State appropriations.
- (4) Technical assistance funds may be used for any expense of the district in implementing Commission Cost Share Programs.
- (5) The minimum allocation for districts with the required match is \$20,000. The maximum allocation per district is \$30,000.
- (6) If a district is not spending more financial assistance funds on Commission Cost Share Programs than they receive for technical assistance, the district will appeal to the Commission to receive technical assistance funding.
- (7) All technical district employees shall obtain Job Approval Authority for two BMPs from the Commission or United States Department of Agriculture Natural Resources Conservation Service (USDA-NRCS) within three years of being hired or by January 1, 2023, whichever is later.
  - a. One BMP must be a design practice as described in Commission Program Detailed Implementation Plans, such as this document, or as defined as an engineering practice by USDA-NRCS.
  - b. Boards of Supervisors may request a one-year extension for their employees in meeting this requirement for extenuating circumstances outside the employees' control.

#### **BEST MANAGEMENT PRACTICES ELIGIBLE FOR COST SHARE PAYMENTS**

- (1) The best management practices eligible for cost sharing include the practices listed in Table 2 and any approved District BMPs.
  - District BMPs shall be reviewed by the Division for technical merit in achieving the goals of this program. Upon approval by the Division, the District BMPs will be eligible to receive cost share funding as described in 02 NCAC 59D .0106.
- (2) The minimum life expectancy of the BMPs shall be that listed in Table 2. Practices designated by a District shall meet the life expectancy requirement established by the Division for that District BMP.
- (3) The list of BMPs eligible for cost sharing may be revised by the Soil and Water Conservation Commission as deemed appropriate in order to meet program purpose and goals. Additional practices may be adopted and introduced during the program year.

**Table 2.** Best management practices eligible for cost sharing, the minimum life expectancy of each practice and the practice type.

<b>PRACTICE</b>	<b>MINIMUM LIFE EXPECTANCY (years)</b>	<b>PRACTICE TYPE</b>
Abandoned Tree Removal	10	AGRONOMIC
Abandoned Well Closure	1	DESIGN
Agrichemical Containment and Mixing Facility	10	DESIGN
Agrichemical Handling Facility	10	DESIGN
Agricultural Pond Repair/Retrofit	10	DESIGN
Agricultural Pond Sediment Removal	1	DESIGN
Agricultural Road Repair/Stabilization	10	DESIGN
Agricultural Water Collection System	10	DESIGN
All-Season Agricultural Access	10	DESIGN
Backflow Prevention System (Chemigation or Fertigation)	10	DESIGN
Closure of Abandoned Waste Impoundment	10	DESIGN
Concentrated Nutrient Source Management System	10	DESIGN
Conservation Cover	6	AGRONOMIC
Constructed Wetland for Land Application	10	DESIGN
Cover Crops	1	AGRONOMIC
Critical Area Planting	10	AGRONOMIC
Cropland Conversion	10	AGRONOMIC
Diversion	10	DESIGN
Drystack	10	DESIGN
Feeding/Waste Storage Structure	10	DESIGN
Field Border	10	AGRONOMIC
Filter Strip	10	AGRONOMIC
Grade Stabilization Structure	10	DESIGN
Grassed Waterway	10	DESIGN
Heavy Use Area Protection	10	DESIGN
Insect Control System	5	DESIGN
Lagoon Biosolids Removal Practice	1	DESIGN
Land Smoothing	5	DESIGN
Livestock Exclusion Fence	10	AGRONOMIC
Livestock Feeding Area	10	DESIGN
Livestock Mortality Management System - Incinerator	5	DESIGN
Livestock Mortality Management System - Other Systems	10	DESIGN



<b>PRACTICE</b>	<b>MINIMUM LIFE EXPECTANCY (years)</b>	<b>PRACTICE TYPE</b>
Manure Composting Facility	10	DESIGN
Manure/Litter Transportation Incentive	1	DESIGN
Micro-Irrigation System	10	DESIGN
Nutrient Management	3	AGRONOMIC
Odor Management System	1 to 10	AGRONOMIC
Pasture Renovation	10	AGRONOMIC
Pastureland Conversion	10	AGRONOMIC
Portable Agrichemical Mixing Station	5	DESIGN
Precision Agrichemical Application	5	AGRONOMIC
Precision Nutrient Management	3	AGRONOMIC
Prescribed Grazing	3	AGRONOMIC
Residue and Tillage Management	1 to 3	AGRONOMIC
Retrofit of On-going Animal Operations	10	DESIGN
Riparian Buffer	10	AGRONOMIC
Rock-lined Waterway or Outlet	10	DESIGN
Rooftop Runoff Management System	10	DESIGN
Sediment Control Basin	10	DESIGN
Sod-based Rotation	3, 4 or 5	AGRONOMIC
Solids Separation from Tank-Based Aquaculture Production	10	DESIGN
Spring Development	10	DESIGN
Stock Trail and Walkway	10	DESIGN
Storm Water Management System	10	DESIGN
Stream Crossing	10	DESIGN
Stream Debris Removal	1	DESIGN
Stream Protection Well	10	DESIGN
Stream Restoration	10	DESIGN
Streambank and Shoreline Protection	10	DESIGN
Stripcropping	5	AGRONOMIC
Terrace	10	DESIGN
Trough or Tank	10	DESIGN
Waste Application System	10	DESIGN
Waste Treatment Lagoon/Storage Pond	10	DESIGN
Water Control Structure	10	DESIGN
Wetlands Restoration System	10	DESIGN

## BEST MANAGEMENT PRACTICE DEFINITIONS

### Agrichemical Pollution Prevention Practices

- (1) **Abandoned tree removal:** Remove Christmas and/or apple tree fields for integrated pest management and for reducing sedimentation. An abandoned tree field can be of any size or age trees where standard management practices (e.g., maintaining groundcover, insect and disease control, fertilizer applications and annual shearing practices) for the production of the trees are discontinued or abandoned. The field must have been abandoned for at least 5 years. Abandonment leads to adverse soil erosion formations such as gullies and to production of disease inoculums and increased pest population. Conversion to perennial vegetation on abandoned fields further protects soil loss by preventing runoff on steep slopes due to a better groundcover thereby providing additional water quality protection. Benefits include water quality protection, prevention of soil erosion, and wildlife habitat establishment.
- (2) **Agrichemical containment and mixing facility:** A system of components that provide containment and a barrier to the movement of agrichemicals. The purpose of the system is to provide secondary containment to prevent degradation of surface water, groundwater, and soil from unintentional release of pesticides or fertilizers.
- (3) **Agrichemical handling facility:** A permanent structure that provides an environmentally safe means of mixing agrichemicals and filling tanks with agrichemicals for application and storage to improve water quality. Benefits may include prevention of accidental degradation of surface and ground water.
- (4) **Chemigation or Fertigation backflow prevention:** A combination of devices (valves, gauges, injectors, drains, etc.) to safeguard water sources from contamination by fertilizers used during the irrigation of agricultural crops. The practice is intended to modify or improve fertilizer injection systems with components necessary to prevent backflow or siphoning of contaminants into the water supply thereby improving and protecting the state's waters.
- (5) **Precision agrichemical application:** Using a system of components that enable reduction and greater control of fertilizer or pesticide application. This is accomplished through avoidance of excessive overlapping, unnecessary application to end/turn rows, and more precise control of application rates.
- (6) **Portable agrichemical mixing station:** A portable device to be used in the field to prevent the unintentional release of agrichemicals to the environment during mixing and transferring of agrichemicals. Benefits may include prevention of accidental degradation of surface and ground water.

### Erosion and Nutrient Management Practices

- (1) **Conservation cover:** Establish and maintain a conservation cover of grass, legumes, or other approved plantings on fields previously with no groundcover established, to reduce soil erosion and improve water quality. Other benefits may include reduced offsite sedimentation and pollution from dissolved and sediment-attached substances. Eligible land includes that planted to Christmas Trees, orchards, ornamentals, vineyards and other cropland needing protective cover.



- (2) **Cover crop:** A crop of grasses, legumes, small grain or brassicas grown primarily for seasonal vegetative protection, erosion control and soil improvement. Cover crops are typically grown for one year or less. The practice can be implemented to support one or more of the following purposes: reduce erosion from wind and water; reduce water quality degradation by utilizing excessive soil nutrients; improve infiltration of rainfall; maintain or increase soil health and organic matter content; suppress excessive weed pressures and break pest cycles; improve soil moisture use efficiency and/or minimize soil compaction.
- (3) **Critical area planting:** An area of highly erodible land that cannot be stabilized by ordinary conservation treatment on which permanent perennial vegetative cover is established and protected to improve water quality. Benefits may include reduced soil erosion and sedimentation.
- (4) **Cropland conversion:** To establish and maintain a conservation cover of grasses, trees, or wildlife plantings on fields previously used for crop production to improve water quality. Benefits may include reduced soil erosion, sedimentation and pollution from dissolved and sediment-attached substances.
- (5) **Diversion:** A channel constructed across a slope with a supporting ridge on the lower side to control drainage by diverting excess water from an area to improve water quality. Benefits may include reduced soil erosion, sedimentation and pollution from dissolved and sediment-attached substances.
- (6) **Land smoothing:** Reshaping the surface of agricultural land to planned grades for the purpose of improving water quality. Improvements to water quality include reduction in nutrient loss; reduction in concentrated flow of water from an agricultural field and improved infiltration.
- (7) **Micro-irrigation:** An environmentally safe system for the conveyance and distribution of water, chemicals, and fertilizer to agricultural fields for crop production. A micro-irrigation system is for frequent application of small quantities of water on or below the soil surface as drops, tiny streams, or miniature spray through emitters or applicators placed along a water delivery line. This practice may be applied as part of a conservation management system to support one or more of the following purposes: to efficiently and uniformly apply irrigation water and maintain soil moisture for plant growth; to efficiently and uniformly apply plant nutrients in a manner that protects water quality; to prevent contamination of ground and surface water by efficiently and uniformly applying chemicals and fertilizers and/or to establish desired vegetation.
- (8) **Pasture-land conversion:** Establishing trees or perennial wildlife plantings on excessively eroding land with a visible sediment delivery problem to the waters of the state used for pasture that is too steep to mow or maintain with conventional equipment to improve water quality. Benefits may include reduced soil erosion and sedimentation.
- (9) **Pasture renovation:** Establish and maintain a conservation cover of grass, where existing pasture vegetation is inadequate. Benefits may include reduced soil erosion, sedimentation and pollution from dissolved and sediment-attached substances.
- (10) **Prescribed Grazing:** Managing the intensity, frequency, duration, timing, and number of grazing animals on pastureland in accordance with site production limitations, rate of plant growth, physiological needs of forage plants for production and persistence, and nutritional needs of the

grazing animals. The goal of this practice is to reduce accelerated soil erosion and compaction, to improve or maintain riparian and watershed function, to maintain surface and/or subsurface water quality and quantity, to improve nutrient distribution, and to improve or maintain desired species composition and vigor of plant communities. Productive pastures maintain wildlife habitat and permeable green space.

- (11) **Residue and Tillage management:** Maintaining crop and other plant residue on the soil surface year-round and limiting soil disturbing activities to protect water quality. Residue and tillage management also provides seasonal soil protection from wind and rain erosion, adds organic matter to the soil, conserves soil moisture, and improves infiltration, aeration and tilth. Benefits may include reduction in soil erosion, sedimentation and pollution from sediment-attached substances.
- (12) **Rooftop runoff management:** A system of collection and stabilization practices (dripline stabilization, guttering, collection boxes, etc.) to prevent rainfall runoff from agricultural rooftops from causing erosion where vegetative practices are insufficient to address erosion concerns and protect water quality.
- (13) **Sod-based rotation:** An adapted sequence of crops, grasses and legumes or a mixture thereof established and maintained for a definite number of years as part of a conservation cropping system which is designed to provide adequate organic residue for maintenance or improvement of soil tilth to improve water quality. Benefits may include reduced soil erosion, sedimentation and pollution from dissolved and sediment-attached substances.
- (14) **Stripcropping:** To grow crops and sod in a systematic arrangement of alternating strips or bands on the contour to improve water quality. Benefits may include reduced soil erosion, sedimentation, and pollution from dissolved and sediment-attached substances. The crops are arranged so that a strip of grass or close-growing crop is alternated with a strip of clean-tilled crop, fallow, or no-till crop, or a strip of grass is alternated with a close-growing crop.
- (15) **Terraces:** An earth embankment, a channel, or a combination ridge and channel constructed across the slope to improve water quality. Benefits may include reduced soil erosion, sedimentation, and pollution from dissolved and sediment-attached substances.
- (16) **Stream debris removal:** The removal of vegetation along the bank (clearing) and/or selective removal of snags, drifts, or other obstructions (snagging) from natural or improved channels and streams.
- (17) **Wetland restoration system:** A system of practices designed to restore the natural hydrology of an area that had been drained and cropped.

#### Sediment and Nutrient Management Practices

- (1) **Abandoned well closure:** The sealing and permanent closure of a supply well no longer in use. This practice serves to prevent entry of contaminated surface water, animals, debris, or other foreign substances into the well. It also serves to eliminate the physical hazards of an open hole to people, animals, and farm machinery.



- (2) **Agricultural pond repair/retrofit:** To restore or repair existing failing agricultural pond systems. Benefits may include erosion control, flood control, and sediment and nutrient reductions from farm fields for better water quality. This practice is only applicable to low hazard classification ponds.
- (3) **Agricultural pond sediment removal:** Remove sediment from existing agricultural ponds to increase water storage capacity. Benefits may include water supply, erosion control, flood control, and sediment and nutrient reductions from farm fields
- (4) **Agricultural road repair/stabilization:** Repair or stabilization of existing access roads utilized for agricultural operations, including roads to existing crop fields, pastures, and barns.
- (5) **Agricultural Water Collection System:** Construct an agricultural water collection system for water reuse or irrigation to improve water quality. These systems may include construction of new ponds, utilizing existing ponds, water storage tanks and pumps in order to intercept sediment, nutrients, manage chlorophyll a. These systems may have the added benefit of reducing the demand on the water supply and decreasing withdrawal from aquifers, but these benefits shall not be the justification for this practice.
- (6) **All-season Agricultural Access:** An accompanying best management practice (BMP) to provide stabilized access to agriculture BMPs to reduce erosion and improve water quality. This accompanying BMP is not intended to be used to construct new roads.
- (7) **Field border:** A strip of perennial vegetation established at the edge of the field that provides a stabilized outlet for row water to improve water quality. Benefits may include reduced soil erosion, sedimentation and pollution from dissolved and sediment-attached substances.
- (8) **Filter strip:** An area of permanent perennial vegetation for removing sediment, organic matter, and other pollutants from runoff and wastewater to improve water quality. Benefits may include reduced soil erosion, sedimentation, pathogen contamination and pollution from dissolved, particulate, and sediment-attached substances.
- (9) **Grade stabilization structure:** A structure (earth embankment, mechanical spillway, detention-type, etc.) used to control the grade and head cutting in natural or artificial channels to improve water quality. Benefits may include reduced soil erosion and sedimentation.
- (10) **Grassed waterway:** A natural or constructed channel that is shaped or graded to required dimensions and established in suitable vegetation for the stable conveyance of runoff to improve water quality. Benefits may include reduced soil erosion, sedimentation and pollution from dissolved and sediment-attached substances.
- (11) **Nutrient management:** A definitive plan to manage the amount, form, placement, and timing of applications of nutrients to minimize entry of nutrients to surface and groundwater and improve water quality.
- (12) **Precision nutrient management:** Applying nitrogen; phosphorus and lime in a site-specific manner (with specialized application equipment or multiple application events) based on the site-specific

recommendations for each GPS-referenced sampling point to minimize entry of nutrients to surface and groundwater and improve water quality.

- (13) **Riparian buffer:** A permanent, long-lived vegetative cover (grass, shrubs, trees, or a combination of vegetation types) established adjacent to and up-gradient from watercourses or water bodies to improve water quality. Benefits may include reduced soil erosion and nutrient delivery, sedimentation, pathogen contamination and pollution from dissolved, particulate and sediment-attached substances.
- (14) **Rocklined outlet:** A waterway having an erosion-resistant lining of concrete, stone or other permanent material where an unlined or grassed waterway would be inadequate to improve water quality. Benefits may include safe disposal of runoff, reduced erosion and sedimentation.
- (15) **Sediment basin:** A basin constructed to trap and store waterborne sediment where physical conditions or land ownership preclude treatment of a sediment source by the installation of other erosion control measures to improve water quality.
- (16) **Stream restoration:** The use of bioengineering practices, native material revetments, channel stability structures, and/or the restoration or management of riparian corridors in order to protect upland BMPs, restore the natural function of the stream corridor and improve water quality by reducing sedimentation to streams from streambank.
- (17) **Streambank and shoreline protection:** The use of vegetation to stabilize and protect banks of streams, lakes, estuaries, or excavated channels against scour and erosion. This practice should be used to prevent the loss of land or damage to utilities, roads, buildings, or other facilities adjacent to the banks, to maintain the capacity of the channel, to control channel meander that would adversely affect downstream facilities, to reduce sediment load causing downstream damages and pollution, or to improve the stream for recreation or fish and wildlife habitat.
- (18) **Water control structure:** A permanent structure placed in a farm canal, ditch, or subsurface drainage conduit (drain tile or tube), which provides control of the stage or discharge of surface and/or subsurface drainage. The management mechanism of the structure may be flashboards, gates, valves, risers, or pipes. The primary purpose of the water control structure is to improve water quality by elevating the water table and reducing drainage outflow. A secondary purpose is to restore hydrology in riparian buffers to the extent practical. Elevating the water table promotes denitrification and lower nitrate levels in drainage water from cropping systems and minimizes the effects of short-circuiting of drainage systems passing through riparian buffers. Other benefits may include reduced pollution from other dissolved and sediment-attached substances, reduced downstream sedimentation and reduced stormwater surges of fresh water into estuarine areas. This practice is not intended to be used to control water inflow from tidal influence (i.e., no tide gates).

#### Stream Protection Management Practices

- (1) **Heavy use area protection:** An area used frequently and intensively by animals, which must be stabilized by surfacing with suitable materials to improve water quality. Benefits may include reduced soil erosion, sedimentation and pollution from dissolved, particulate, and sediment-attached substances.



- (2) **Livestock exclusion fencing:** A system of permanent fencing (board, barbed, high tensile or electric wire) installed to exclude livestock from streams and critical areas not intended for grazing to improve water quality. Benefits may include reduced soil erosion, sedimentation, pathogen contamination and pollution from dissolved, particulate, and sediment-attached substances.
- (3) **Livestock feeding area:** A sized concrete pad where feeders are located, surrounded by a heavy use area. The livestock feeding area is designed for the purpose of improving the lifespan of the heavy use area and to reduce the runoff of nutrients and fecal coliform to adjacent water bodies. The practice is to be used to address water quality concerns where livestock feeding areas are in close proximity to streams and where relocation or rotation of feeding areas is infeasible due to physical limitations (e.g., slope) and where other stream protection measures are insufficient to protect water quality.
- (4) **Spring development:** Improving springs and seeps by excavating, cleaning, capping or providing collection and storage facilities.
- (5) **Stocktrails and walkways:** Provide a stable area used frequently and intensively for livestock movement by surfacing with suitable material to improve water quality. Benefits may include reduced soil erosion, sedimentation and pollution from dissolved, particulate, and sediment-attached substances.
- (6) **Stream crossing:** A trail constructed across a stream to allow livestock to cross without disturbing the bottom or causing soil erosion on the banks.
- (7) **Trough or tank:** Devices installed to provide drinking water for livestock at a stabilized location.
- (8) **Stream Protection Well:** Constructing a drilled, driven or dug well to supply water from an underground source.

#### Waste Management Practices

- (1) **Closure of waste impoundments:** The safe removal of existing waste and wastewater and the application of this waste on land in an environmentally safe manner. This practice is only applicable to waste storage ponds and lagoons.
- (2) **Concentrated nutrient source management system:** A system of vegetative and structural measures used to manage the collection, storage, and/or treatment of areas where agricultural products may cause an area of concentrated nutrients. Examples could include sweet potato culls and silage leachate.
- (3) **Constructed wetlands:** An artificial wetland area into which liquid animal waste from a waste storage pond or lagoon is dispersed over time to lower the nutrient content of the liquid animal waste.
- (4) **Dry stack:** A fabricated structure for temporary storage of animal waste.
- (5) **Feeding/waste storage structure:** A structure designed for improving the collection/storage of animal waste and to reduce runoff of nutrients and fecal coliform to adjacent water bodies. The practice is intended to be used where livestock feeding areas are in close proximity to streams and

where relocation or rotation of feeding areas is infeasible due to physical limitations (e.g., slope) and where other stream protection measures are insufficient to address water quality concerns.

- (6) **Insect control system:** A practice or combination of practices (planting windbreaks, pre-charging structures, incorporation of waste into soil, etc.) which manages or controls insects from confined animal operations, waste treatment and storage structures, and waste applied to agricultural land.
- (7) **Lagoon biosolids removal:** Removing accumulated biosolids from active lagoons. The biosolids will be properly utilized on farmland or forestland or processed to a value-added product, including energy production, to reduce nutrient impacts from nitrogen-only based planning and impacts of phosphorus accumulation on application land.
- (8) **Livestock mortality management system:** A facility for managing livestock mortalities such as to minimize water quality impacts or to produce a material that can be recycled as a soil amendment and fertilizer substitute. Cost shareable mortality management system components include composter, rotary drum composter, forced aeration static pile composter, mortality freezer/refrigeration unit and mortality incinerator system.
- (9) **Manure composting facility:** A facility for the biological treatment, stabilization and environmentally safe storage of organic waste material (such as manure from poultry and livestock) to minimize water quality impacts and to produce a material that can be recycled as a soil amendment and fertilizer substitute.
- (10) **Manure/litter transportation:** Transporting dry litter and dry manure from livestock and poultry farms that lack sufficient land to effectively utilize the animal-derived nutrients. The litter/manure will be properly utilized on alternative land or processed to a value-added product, including energy production, to reduce nutrient impacts.
- (11) **Odor control management system:** A practice or combination of practices (planting windbreaks, pre-charging structures, incorporation of waste into soil, etc.) which manages or controls odors from confined animal operations, waste treatment and storage structures and waste applied to agricultural land and improves air quality by reducing and intercepting airborne particulate matter, chemical drift and odor.
- (12) **Retrofit of on-going animal operations:** Modification of structures to increase storage or to correct design flaws to meet current standards. This practice may also be used to close waste impoundments on on-going operations, including the safe removal of existing waste and wastewater and the application of this waste on land in an environmentally safe manner.
- (13) **Solids separation from tank/raceway-based aquaculture production:** A facility for the removal, storage and dewatering of solid waste from the effluent of intensive tank-based aquaculture production systems. The system is used to capture organic solids from the effluent stream of intensive fish production systems that would otherwise flow to effluent ponds for storage and further treatment. This waste comes from uneaten feed and feces generated by fish while being fed within a tank-or raceway-based fish farm.



- (14) **Storm water management system:** A system of collection and diversion practices (guttering, collection boxes, diversions, etc.) to prevent unpolluted storm water from flowing across concentrated waste areas on animal operations.
- (15) **Waste Application Systems:** An environmentally safe system (such as solid set, dry hydrant, mobile irrigation equipment, etc.) for the conveyance and distribution of animal wastes from waste treatment and storage structures to agricultural fields as part of an irrigation and waste utilization plan.
- (16) **Waste treatment lagoon/storage pond:** An impoundment made by excavation or earth fill for biological treatment and storage of animal waste.



**Resolution Advocating Increased Funding for Voluntary Cost-Share Programs That Will Help Landowners Improve Their Property and Significantly Reduce Nutrient Loading in North Carolina’s Coast Waters**

**WHEREAS**, the undersigned endorse and approve immediate implementation of the non-regulatory actions described below and strongly advocate that this Resolution immediately be shared with key State and Federal agencies and decision-makers that have the authority to significantly increase funding for landowner cost-share programs already proven to greatly reduce harmful nutrient loading in the State’s coastal waters.

**WHEREAS**, Article XIV, Section 5 of our Constitution, entitled “Conservation of Natural Resources,” expressly provides: “It shall be the policy of this State to conserve and protect its lands and waters for the benefit of all its citizenry, and to this end it shall be a proper function of the State of North Carolina and its political subdivisions to acquire and preserve park, recreational, and scenic areas, to control and limit the pollution of our air and water, to control excessive noise, and in every other appropriate way to preserve as a part of the common heritage of this State its forests, wetlands, estuaries, beaches, historical sites, open lands, and places of beauty.”

**WHEREAS**, much of the coastal economy in North Carolina depends on clean water to thrive and grow; and

**WHEREAS**, excessive amounts of nitrogen and phosphorus currently entering the State’s coastal waters are well-documented as significantly contributing to one of North Carolina’s most widespread, costly, and continuing water quality problems; and

**WHEREAS**, while nitrogen and phosphorus are nutrients that are natural parts of our aquatic systems and important for the growing of crops, when too much nitrogen and phosphorous enter the State’s waters they cause a wide range of pollution issues that have negative effects on our streams, rivers, lakes, bays, sounds, and other coastal waters, and are causing serious environmental and human health issues that adversely affect our fisheries, wetlands, estuaries, beaches, parks, recreational areas, open lands, places of beauty, and the ability of our citizens to safely use and enjoy these important public resources – all to the detriment of property owners, fishermen, recreational businesses, tourism, real estate, local communities and our entire State economy; and

**WHEREAS**, these excessive nutrients cause algal blooms that result in large fish kills, significant loss of submerged aquatic vegetation, and otherwise endanger public health; and

**WHEREAS**, the Coastal Habitat Protection Plan Amendment approved by the Environmental Management Commission, Marine Fisheries Commission and Coastal Resources Commission in 2021 calls for adoption of voluntary measures to help landowners reduce the amount of these nutrients entering the State’s waters; and



**WHEREAS**, there are a wide range of proven best management practices and cost share programs already available to landowners that are proven non-regulatory ways to significantly reduce the amount of excess nutrients that reach the State’s waters; and

**WHEREAS**, these proven non-regulatory programs currently are underfunded and in need of data-driven strategic efforts to focus them where the needs are greatest; and

**WHEREAS**, these same best management practices frequently provide concurrent benefits that can help our citizens to increase the productivity of their lands, reduce flooding, and make land uses more resilient to extreme weather; and

**WHEREAS**, the current funding levels for these landowner assistance programs have not kept pace with population growth or price increases in our economy; and

**WHEREAS**, these programs are needed by landowners in both rural and urban areas, and especially in watersheds that are near the State’s coastal waters and the rivers, streams, creeks and tributaries that flow into these coastal waters; and

**WHEREAS**, the 2021 CHPP Amendment recommends forming a public-private partnership of stakeholders to advance voluntary water quality protection to safeguard coastal habitats such as submerged aquatic vegetation, wetlands, and oyster reefs through a variety of strategies; and

**WHEREAS**, a public-private stakeholder group was organized by North Carolina Department of Environmental Quality, and that group requests that interested parties endorse this resolution to help expand voluntary cost- share programs to improve coastal water quality.

**THEREFORE, BE IT RESOLVED**, that the Dare County Board of Commissioners fully support a significant increase in one-time, but more importantly in reoccurring funding, for cost-share programs that will assist landowners in managing and reducing the amount of nutrient runoff into the State’s waters. We call upon our State’s decision-makers to expeditiously address and evaluate how to most effectively expand these already proven and effective cost-share programs with sufficient annual planning, staffing, and funding. We further call upon our State’s decision-makers to use their best efforts to further increase the effectiveness of these proven programs by communicating and coordinating with appropriate Federal agency partners. We further pledge to work together with each other and our state’s decision-makers and leaders to expeditiously increase funding and staff support for these proven cost-share programs, thereby significantly reducing unhealthy nutrient loading in our State’s waterways and thereby greatly enhancing our State’s economic health.

This the 17<sup>th</sup> day of July, 2023.

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Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board



*Dare County DHHS -Public Health  
Opioid Settlement Funds Resolution*

**Description**

A Resolution by the County of Dare to direct the expenditure of opioid settlement funds.

**Board Action Requested**

Adopt the Grant Ordinance Amendment

**Item Presenter**

N/A



**County of Dare, North Carolina  
Grant Project Ordinance Amendment  
for  
Opioid Settlement Funds FY2024**

BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance, originally adopted March 6, 2023, is hereby amended as follows:

Section 1 This ordinance is to establish a budget for Opioid Settlement activities funded by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation.

Section 2 The following budget shall be conducted within the Opioid Settlement Fund (fund #31).

Section 3 The following amounts are appropriated for the projects with project number 56011 for NC Opioid Settlement funds:

		<u>From</u>	<u>To</u>	<u>Increase</u>
Salaries	314600-500200-56011	\$38,921	\$81,339	\$42,418
FICA	314600-500300-56011	\$2,977	\$6,222	\$3,245
Retirement	314600-500400-56011	\$4,733	\$10,201	\$5,468
Health insurance	314600-500500-56011	\$21,317	\$33,029	\$11,712
401k	314600-500601-56011	\$1,168	\$2,441	\$1,273
Retiree health insurance	314600-500700-56011	\$-	\$72	\$72
Contracted services	314600-510700-56011	\$125,000	\$175,000	\$50,000
Professional services – court	314600-510900-56011	\$100,000	\$200,000	\$100,000
Supplies	314600-513300-56011	\$42,000	\$192,000	\$150,000
Awareness & education	314600-525500-56011	\$40,000	\$40,000	\$-
Linkage	314600-525722-56011	\$25,000	\$85,000	\$60,000

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

NC Opioid Settlement funds	313052-460100-56011	\$401,116	\$825,304	\$424,188
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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 monthly and annual reporting processes.

Section 6 The Opioid Settlement Fund is a multi-year special revenue fund for non-recurring activities. All funds are appropriated pursuant to section 13.2 of Chapter 159 of the NCGS, therefore, appropriations do not lapse at the end of the fiscal year.

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

Adopted this 17<sup>th</sup> day of July, 2023

\_\_\_\_\_  
Chairman, Board of Commissioners

[SEAL]

\_\_\_\_\_  
Cheryl Anby, Clerk to the Board

A RESOLUTION BY THE COUNTY OF DARE  
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

**WHEREAS** Dare County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

**WHEREAS** the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”);

**WHEREAS** Dare County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

**WHEREAS** section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

**NOW, THEREFORE BE IT RESOLVED**, in alignment with the NC MOA, Dare County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
  - a. Name of strategy: Recovery Support Services
  - b. Strategy is included in Exhibit A
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #3
  - d. Amounted authorized for this strategy: \$64,188
  - e. Period of time during which expenditure may take place:  
Start date July 1 2023 through End date June 30 2024
  - f. Description of the program, project, or activity: Post Overdose Response Coordinator
  - g. Provider: Dare County Health & Human Services
2. Second strategy authorized
  - a. Name of strategy: Evidenced based addiction Treatment

- b. Strategy is included in Exhibit A
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #2
  - d. Amounted authorized for this strategy: \$50,000
  - e. Period of time during which expenditure may take place:  
Start date July 1 2023 through End date June 30 2024
  - f. Description of the program, project, or activity: Tuition for treatment fee's
  - g. Provider: Changing Tides Addiction Center & Dare Challenge Addiction Center.
3. Third authorized strategy
- a. Name of strategy: Criminal Justice Diversion
  - b. Strategy is included in Exhibit A
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #10
  - d. Amounted authorized for this strategy: \$100,000
  - e. Period of time during which expenditure may take place:  
Start date July 1 2023 through End date June 30 2024
  - f. Description of the program, project, or activity: Recovery Court Coordinator
  - g. Provider: Dare County/NC Courts
4. Fourth authorized strategy
- a. Name of strategy: Criminal Justice Diversion
  - b. Strategy is included in Exhibit A
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #10
  - d. Amounted authorized for this strategy: \$50,000
  - e. Period of time during which expenditure may take place:  
Start date July 1 2023 through End date June 30 2024
  - f. Description of the program, project, or activity: Link Jail population to resources needed, counseling services, co pays, entry fees, Rehab costs, clothing, med assistance, healthcare
  - g. Provider: Dare County Detention Center
5. Fifth authorized strategy
- a. Name of strategy: Naloxone Distribution
  - b. Strategy is included in Exhibit A
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #7
  - d. Amounted authorized for this strategy: \$150,000
  - e. Period of time during which expenditure may take place:  
Start date July 1 2023 through End date June 30 2024
  - f. Description of the program, project, or activity: Supply Naloxone and Fentanyl test strips to the community
  - g. Provider: Dare County Health & Human Services
6. Sixth authorized strategy
- a. Name of strategy: Recovery Support Services
  - b. Strategy is included in Exhibit A
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #3
  - d. Amounted authorized for this strategy: \$10,000
  - e. Period of time during which expenditure may take place:  
Start date July 1 2023 through End date June 30 2024

- f. Description of the program, project, or activity: Address community recovery supports for transportation assistance to recovery groups, counseling appts, rehab, food, clothing, healthcare needs, medications.
  - g. Provider: Dare County Health & Human Services
- 7.

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$424,188.

Adopted this the 17<sup>th</sup> day of July, 2023.

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Robert Woodard Sr, Chairman  
Dare County Board of Commissioners

ATTEST:

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Cheryl C Anby, Clerk to the Board

**COUNTY SEAL**



*Health and Human Services  
Medicaid Expansion Presentation*

**Description**

Provide an update on the potential impact of Medicaid expansion.

**Board Action Requested**

N/A

**Item Presenter**

Sheila Davies - DHHS Director  
Chuck Lycett - Social Services Director



*Relocation of Graves at Dare County Regional Airport*

**Description**

The Dare County Airport Authority (DCAA) has adopted a resolution entitled "Resolution to Certify the Need to Relocate Graves" at the Wescott Cemetery with reinterment of graves to the Roanoke Island Memorial Gardens Cemetery.

**Board Action Requested**

Adopt Resolution

**Item Presenter**

Vice-Chairman Wally Overman



DARE COUNTY AIRPORT AUTHORITY



**Dare County Regional Airport**

P.O. Box 429 ~ 410 Airport Road  
Manteo, NC 27954  
(252) 475-5570 ~ Fax (252) 473-1196

**RESOLUTION TO CERTIFY THE NEED TO RELOCATE GRAVES**

**WHEREAS**, Dare County Airport Authority (“DCAA”) is a body politic located in the State of North Carolina; and

**WHEREAS**, there is a cemetery, known locally as the Wescott Cemetery (the “Cemetery”) that is located within the paved aircraft ramp (aircraft parking area) of the Dare County Regional Airport (the “Airport”); and

**WHEREAS**, the land on which the Cemetery is located is owned by Dare County (the “County”) and is leased exclusively by the County to the Dare County Airport Authority (“DCAA”); and

**WHEREAS**, the Cemetery contains marked and unmarked gravesites which are believed to be occupied with human remains; and

**WHEREAS**, the DCAA Board of Directors has determined that it is in the best interest of the safety of aircraft operations at the Airport and the flying public to move the Cemetery from the Airport to another location away from busy aircraft operations (the “Project”); and

**WHEREAS**, the DCAA is the owner of the Roanoke Island Memorial Gardens Cemetery, which is a perpetual care cemetery, and which has ample room to receive the relocation of the Cemetery from the Airport as part of the Project, and would be a more appropriate location for the Cemetery; and

**WHEREAS**, North Carolina General Statute Section 65-106 (the “Statute”) authorizes the disinterment and reinterment of graves after securing the permission of the governing body in which the cemetery is located; and

**WHEREAS**, the Statute requires the DCAA to certify to the County Board of Commissioners that such removal of graves is reasonably necessary for the DCAA to perform its governmental functions and the duties delegated to it by law.

**NOW THEREFORE, BE IT RESOLVED THAT THE DARE COUNTY AIRPORT AUTHORITY BOARD OF DIRECTORS** hereby certifies to the Board of Commissioners of Dare County, North Carolina, that the removal and relocation of graves in the Wescott Cemetery is reasonably necessary for the DCAA to perform its governmental functions and the duties delegated to it by

Adopted this 31 day of May, 2023.

  
Board Chair



**Resolution  
Authorizing the Removal of Graves from  
The Dare County Regional Airport**

**WHEREAS**, there is a cemetery, known locally as the Wescott Cemetery (the “Cemetery”) that is located within the paved aircraft ramp (aircraft parking area) of the Dare County Regional Airport (the “Airport”); and

**WHEREAS**, the land on which the Cemetery is located is owned by Dare County (the “County”) and is leased exclusively by the County to the Dare County Airport Authority (“DCAA”); and

**WHEREAS**, the Cemetery contains marked and unmarked gravesites which are believed to be occupied with human remains; and

**WHEREAS**, the DCAA Board of Directors has determined that it is in the best interest of the safety of aircraft operations at the Airport and the flying public to move the Cemetery from the Airport to another location away from busy aircraft operations (the “Project”); and

**WHEREAS**, the DCAA is the owner of the Roanoke Island Memorial Gardens Cemetery, which is a perpetual care cemetery, and which has ample room to receive the relocation of the Cemetery from the Airport as part of the Project, and would be a more appropriate location for the Cemetery; and

**WHEREAS**, North Carolina General Statute Section 65-106 authorizes the disinterment and reinterment of graves after securing the permission of the governing body in which the cemetery is located; and

**WHEREAS**, the DCAA has certified to the County Board of Commissioners that such removal of graves is reasonably necessary for the DCAA to perform its governmental functions and the duties delegated to it by law; and

**WHEREAS**, the consent and cooperation of the County Board of Commissioners is required by statute for the DCAA to proceed with the Project.

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Dare County Board of Commissioners hereby approves the Project described above and authorizes the DCAA to commence the Project described above.



2. The Dare County Board of Commissioners delegates to the DCAA any and all responsibility to take any action necessary on behalf of the Board of Commissioners to commence and complete the Project described above.

This the 17<sup>th</sup> day of July, 2023.

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Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board



*Revision to Travel Policy*

**Description**

Please see the following Item Summary.

**Board Action Requested**

The Board is requested to approve the above change to Travel Policy Section 2.3.2.b.

**Item Presenter**

David Clawson, Finance Director

**Item Summary: Revision to Travel Policy**

The current Travel Policy allows the use of purchasing cards for air fare and lodging for eight named department heads. The County has used purchasing cards for an extended period of time. With user and reporting experience and the implementation of a purchasing card internal audit program, staff is now comfortable recommending that the use for certain travel costs be expanded to all departments heads as detailed below.

**Travel Policy Section 2.3.2.b**

**From:**

The following positions are approved to use County purchasing cards for **hotel** and air fare costs for **themselves** when traveling, based upon frequency of travel: Board of Commissioners, the County Manager, the County Attorney, **the Finance Director, the Public Relations Officer, the Human Services Director, the Health Director, the Planning Director, the Social Services Director, the Sheriff, and the Public Utilities Director.**

Staff estimates this change will eliminate 15 to 20 travel advance checks and reconciliations per year.

**To:**

The following positions are approved to use County purchasing cards for **lodging** and air fare costs for **themselves** when traveling, based upon frequency of travel: Board of Commissioners, the County Manager, the County Attorney, and all department heads. For DHHS, authorized are the DHHS Director, the Health Director, and the DSS Director. For Tax, authorized are the Tax Assessor and the Tax Collector. For EMS and HEMS, authorized is the EMS Director.

Board Action: The Board is requested to approve the above change to Travel Policy Section 2.3.2.b.



*Rodanthe Beach Nourishment Feasibility Study*

**Description**

Congressman Gregory F. Murphy has requested county participation in a Rodanthe beach nourishment feasibility study. See attached.

**Board Action Requested**

Take appropriate action

**Item Presenter**

Robert Outten, County Manager

GREGORY F. MURPHY, M.D.  
3RD DISTRICT, NORTH CAROLINA

COMMITTEE ON WAYS & MEANS

COMMITTEE ON VETERANS' AFFAIRS

COMMITTEE ON HOUSE ADMINISTRATION

CO-CHAIR, DOCTOR'S CAUCUS



**Congress of the United States**  
**House of Representatives**  
**Washington, DC 20515-3303**

June 16, 2023

The Honorable Chairman Robert Woodard  
954 Marshall C Collins Drive  
Manteo, N.C. 27954

Dear Chairman Woodard:

Thank you for contacting my office in support of federal funding to perform a beach renourishment project in the Village of Rodanthe on Hatteras Island.

Erosion is a serious issue that I have witnessed first-hand during my visits to Dare County. It is an unfortunate reality that our beautiful beaches are constantly being whittled away. As much as I wish there was a simple way to address this issue, there is a required process to follow.

As you know, a feasibility study must be conducted by the U.S. Army Corps of Engineers before a beach nourishment project in the Village of Rodanthe can be undertaken. The minimum cost of the feasibility study is \$3 million. Per the Water Resources Development Act of 1986, half of the cost of the study must be incurred at the state and local levels.

Attached is the U.S. Army Corps of Engineers Feasibility Study process for your information. Additionally, I have attached the Model Agreement for Cost Shared Feasibility Studies and the template for the Letter of Intent that must be sent to Colonel Benjamin Bennett, USA, Commander, U. S. Army Corps of Engineers, Wilmington District.

My point of contact on this important matter is Ray Celeste, Jr. at [Raymond.Celeste@mail.house.gov](mailto:Raymond.Celeste@mail.house.gov); work 202/225-3415 or cell phone 703/819-5203.

Many thanks for your consideration and leadership on this important issue.

Sincerely,

A handwritten signature in black ink that reads "Gregory F. Murphy".

Gregory F. Murphy, M.D.  
Member of Congress

Attachments

Cc: Governor Cooper; Colonel Bennett

WASHINGTON OFFICE:  
407 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(202) 225-3415

DISTRICT OFFICES:  
1105 CORPORATE DRIVE, SUITE C  
GREENVILLE, NC 27858  
(252) 931-1003

954 MARSHALL C.  
COLLINS DR. ROOM 194  
MANTEO, NC 27954  
(252) 230-3549

815 NEW BRIDGE ST.  
JACKSONVILLE, NC 28540  
(910) 937-6929

2402 DR. M.L.K. JR BLVD.  
NEW BERN, NC 28562  
(252) 636-6612



**SAMPLE Letter of Intent for a Investigation (Feasibility) Study**

**(LETTERHEAD OF LOCAL SPONSOR)**

**(CURRENT DATE)**

Colonel xxxx xxxx  
Commander, Wilmington District  
U.S. Army Corps of Engineers  
69 Darlington Avenue  
Wilmington, North Carolina 28403

Dear Colonel xxxx:

The **(Name of Sponsor)** is willing and able to participate as the Sponsor for the **(name of study)**, in partnership with the U.S. Army Corps of Engineers (USACE), to cooperatively investigate **(briefly state the water resources problems and opportunities)** in the **(name of location, such as watershed or city/county)**.

Our agency **(or Name of Sponsor)** understands that a study cannot be initiated unless it is selected as a new start study with associated allocation of Federal funds provided through the annual Congressional appropriations process. If selected, we intend to sign a Feasibility Cost Sharing Agreement (FCSA) to initiate the study with USACE. It is our understanding the FCSA targets completion of the feasibility study within 3 years at a total cost of no more than \$3 million. After signing the FCSA, a Project Management Plan will be developed and agreed upon by our agency **(or Name of Sponsor)** and USACE. The study will be conducted and managed by USACE. The cost-sharing for the study is based on a 50% contribution by the Federal government, with our agency's 50% contribution provided in cash, or by a portion or all of the contribution provided through in-kind non-monetary services.

Our agency **(or Name of Sponsor)** is aware that this letter constitutes an expression of intent to initiate a study partnership to address the specified water resources problems and is not a contractual obligation. We understand that work on the study cannot commence until it is included in the Administration's budget request, funds are appropriated by the Congress, and an FCSA is signed. It is understood that we or USACE may opt to discontinue the study at any time after the FCSA is signed but will commit to work together as partners from the scoping phase, and subsequent decision points throughout the feasibility study, on providing the necessary support to risk-informed decision making. If it is determined that additional time or funding is necessary to support decisions to be made in order to complete the study, our agency will work with USACE to determine the appropriate course of action.

If you require additional information, please contact: **(Designee)** at **(Telephone Number and/or Email)**.

**(Signed by Individual or Group with Appropriate Decision Making Authority)**





**MODEL AGREEMENT  
FOR  
COST SHARED FEASIBILITY STUDIES  
APRIL 2, 2015  
(with updates as of FEBRUARY 17, 2022)**

**APPLICABILITY AND INSTRUCTIONS:**

1. The attached model feasibility cost sharing agreement (FCSA) must be used for all cost shared feasibility studies of proposed projects that will require specific authorization from Congress; for cost shared general reevaluation studies; and for cost shared feasibility studies of projects authorized without a completed Corps feasibility study. In addition, it will be used, with Option 4 or Option 5, as applicable, for cost shared feasibility studies under the Tribal Partnership Program for construction of water resources development projects or for the construction of projects for the preservation of cultural and natural resources related to water resources development.
2. Authority to approve a FCSA that does not deviate from the approved model, or for an amendment to this model for the purpose of including an approved option to the model, has been delegated to the MSC Commander and may be further delegated to the District Commander. Division Counsel concurrence that the FCSA does not deviate from the subject model, and is appropriate for use for the particular study, is required prior to approval. In addition, authority to approve non-substantive deviations to the model FCSA also has been delegated to the MSC Commander. Division Counsel concurrence that a deviation is non-substantive, with the recommendation to approve the deviation, is required prior to approval by the MSC Commander. An agreement with substantive deviations, including deviations involving policy issues, unique circumstances, or controversial matters, must be forwarded for MSC review and then transmitted to the appropriate HQUSACE RIT and the Headquarters Agreements Team (DLL-HQ-Agreements-Team@usace.army.mil), with MSC Division Commander recommendations, for review and approval by the Director of Civil Works. The District Commander is authorized to execute the FCSA after its approval.
3. The following options, including language for the FCSA, are addressed in the Attachment:
  - a. Option 1: Not An Obligation of Future Appropriations (page A-1).
  - b. Option 2: Multiple Sponsors (page A-2).
  - c. Option 3: Study in American Samoa, Guam, the Northern Mariana Islands, the Virgin Islands, or Puerto Rico, or involving an Indian Tribe or tribal organization (except a study under the Tribal Partnership Program eligible for the ability to pay adjustment, in which case Option 4 will be used) (page A-3).
  - d. Option 4: Tribal Partnership Program ability to pay adjustment (page A-5).
  - e. Option 5: Accelerated Funds (page A-7).
  - f. Option 6: Contributed Funds, following Committee notification (page A-8).
4. Reminder: Make all required insertions, including language associated with an option; remove this cover page; remove the open and close brackets and any instructional text; ensure the page numbering, spacing, and page breaks throughout the FCSA are appropriate; if more than one option is used, ensure the Article and paragraph numbering and references therein are correct; and delete the Attachment.
5. The Certificate of Authority, Certification Regarding Lobbying, and the Non-Federal Sponsor's Self-Certification of Financial Capability should be included as a part of the FCSA package. These certificates can be found on the Corps' "Project Partnership Agreements" website under the "Forms" tab.



AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
[NON-FEDERAL SPONSOR'S NAME]  
FOR THE  
[FULL NAME OF FEASIBILITY STUDY]

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for [Name of USACE District, e.g., New Orleans District] (hereinafter the "District Commander") and the [Non-Federal Sponsor's Name] (hereinafter the "Non-Federal Sponsor"), represented by the [Title].

WITNESSETH, THAT:

WHEREAS, [Insert cite to authority] authorizes [Insert short description of the study];

WHEREAS, Section 105(a) of the Water Resources Development Act (WRDA) of 1986, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for [Insert project purpose] at [Insert location].

B. The term "study costs" means all costs incurred by the Government and Non-Federal Sponsor after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes the Government's costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement.



C. The term "PMP" means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsor, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsor's in-kind contributions, and that guides the performance of the Study.

D. The term "in-kind contributions" means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the PMP.

E. The term "maximum Federal study cost" means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount.

F. The term "fiscal year" means one year beginning on October 1<sup>st</sup> and ending on September 30th of the following year.

## ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall contribute 50 percent of the study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Sponsor shall provide funds in the amount of \$25,000, for the Government to initiate the Study, including preparation of the PMP. In the event more funds are needed to develop the PMP, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor, and no later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

2. As soon as practicable after completion of the PMP, and after considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar



days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

3. No later than August 1<sup>st</sup> prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1<sup>st</sup> prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in study costs and credit towards the Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor's share of study costs less the amount of funds provided pursuant to paragraph B.1. of this Article.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.



G. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in study costs or the maximum Federal study cost.

H. In addition to the ongoing, regular discussions between the parties regarding Study delivery, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsor's costs for participation on the Study Coordination Team shall not be included in study costs and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

### ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, study costs are projected to be \$ \_\_\_\_\_, with the Government's share of such costs projected to be \$ \_\_\_\_\_ and the Non-Federal Sponsor's share of such costs projected to be \$ \_\_\_\_\_, which includes creditable in-kind contributions projected to be \$ \_\_\_\_\_, and the amount of funds required to meet its cost share projected to be \$ \_\_\_\_\_. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, [Insert District and EROC code, e.g., New Orleans (B2)]" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of study costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.



E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, [Insert District and EROC code, e.g., New Orleans (B2)]" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of study costs, including contract claims or any other liability that may become known after the final accounting.

#### ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a Report of the Chief of Engineers, or, if applicable, a Report of the Director of Civil Works, is not signed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

#### ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred.



The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

#### ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

#### ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

#### ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

[TITLE (NOT the name of the individual)]  
[NON-FEDERAL SPONSOR'S NAME]  
[ADDRESS]

If to the Government:

District Commander

U.S. Army Corps of Engineers, \_\_\_\_\_ District

[ADDRESS]

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

[NON-FEDERAL SPONSOR'S NAME]

BY: \_\_\_\_\_

[TYPED NAME]  
[Insert Rank], U.S. Army  
District Commander

BY: \_\_\_\_\_

[TYPED NAME]  
[Full Title]

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



Attachment

**Option 1: Not An Obligation of Future Appropriations.** Section 221(a) of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that an agreement may reflect that it does not obligate future appropriations when doing so is inconsistent with constitutional or statutory limitations of a State or political subdivision thereof. However, section 221(a) does NOT provide that the Non-Federal Sponsor's performance and payments are subject to appropriations of funds. The Government retains the right to exercise any legal rights it has to protect the Government's interests. If applicable and requested by the Non-Federal Sponsor, insert into the FCSA as the last Article the following:

**"ARTICLE XI - OBLIGATIONS OF FUTURE APPROPRIATIONS**

The Non-Federal Sponsor intends to fulfill fully its obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the **[Insert name of the legislative body that makes the appropriations, e.g., legislature of the State of New York or the New York City Council]**, where creating such an obligation would be inconsistent with **[Insert the specific citation to the constitutional or statutory limitation on committing future appropriations]**. If the Non-Federal Sponsor is unable to, or does not, fulfill its obligations under this Agreement, the Government may exercise any legal rights it has to protect the Government's interests."

Attachment

**Option 2: Multiple Non-Federal Sponsors.**

1. It is strongly preferred that there is one party only as the Non-Federal Sponsor for the FCSA. Nonetheless, it is permissible to have more than one Non-Federal Sponsor if the Non-Federal Sponsors are jointly and severally responsible for all non-Federal obligations and responsibilities under the FCSA. **The FCSA should be modified to use the term “Non-Federal Sponsors” throughout along with the necessary modifications to change, as appropriate, verbs and pronouns from singular to plural.** In addition, insert into the FCSA as the last Article the following:

**“ARTICLE XI – JOINT AND SEVERAL RESPONSIBILITY OF THE  
NON-FEDERAL SPONSORS**

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.”

2. If one of the Non-Federal Sponsors is a non-profit entity, in accordance with ASA(CW) Memorandum, dated April 5, 2012, Subject: Implementation Guidance for Section 2003(b) of the Water Resources Development Act of 2007 - Definition of Non-Federal Interest, confirm eligibility of the non-profit entity to serve as one of the Non-Federal Sponsors and ensure that a legally constituted public body is also serving as one of the Non-Federal Sponsors on the agreement. This memorandum can be found on the Corps’ “Project Partnership Agreements” website under the “Guidance” tab. Also, for the non-profit entity that is serving as one of the Non-Federal Sponsors, use the Certificate of Authority for a Non-Profit Entity as provided on the Corps’ PPA website under the “Forms” tab.

In addition to the FCSA changes in paragraph 1. above, when one of the Non-Federal Sponsors is a non-profit entity also make the following changes to the FCSA:

Delete the “and” at the end of the second WHEREAS clause and insert the following WHEREAS clauses after the second WHEREAS clause in the agreement:

“WHEREAS, the [FULL NAME OF NONPROFIT ENTITY] is an organization that is incorporated under the applicable laws of the [State of \_\_\_\_\_ or Commonwealth of \_\_\_\_\_] as a non-profit organization, exempt from paying Federal income taxes under Section 501 of the Internal Revenue Code (26 U.S.C. 501);

WHEREAS, by letter dated [MONTH DAY, YEAR], the [FULL NAME OF AFFECTED LOCAL GOVERNMENT], the affected local government has consented to the [FULL NAME OF NON-PROFIT ENTITY], serving as a Non-Federal Sponsor for the Study; and”



Attachment

**Option 3: Study in American Samoa, Guam, the Northern Mariana Islands, the Virgin Islands, or Puerto Rico, or involving an Indian Tribe or tribal organization (as defined in Section 4 of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. 5304). This option will be used for a study under the Tribal Partnership Program, Section 203 of WRDA 2000, as amended (33 U.S.C. 2269), unless the tribe qualifies for the ability to pay adjustment provided by 33 U.S.C. 2269(d)(1), in which case Option 4 will be used. In accordance with Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310), up to \$200,000 at FY 1987 price levels (with such amount adjusted annually for inflation) in non-Federal cost-sharing is waived. For FY 2022, the waiver amount adjusted for inflation is \$530,000. For a FCSEA executed after FY 2022, the updated waiver amount will be provided in an Economic Guidance Memorandum that will be released each fiscal year (typically in mid to late October).**

The following changes to the FCSEA should be made:

1. Replace the last sentence in Article I.B. with the following:

“The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or for negotiating this Agreement. It also does not include any costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I.”

2. Replace Article II.B. in its entirety with the following:

“B. The Non-Federal Sponsor shall contribute 50 percent of study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. As soon as practicable after completion of the PMP, and after considering the cost sharing waiver in accordance with Article II.I. and the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

2. No later than August 1<sup>st</sup> prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1<sup>st</sup> prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.”

3. Replace the last sentence in Article II.C.1. with the following:

“The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor’s share of study costs.”



Attachment

4. Add a new paragraph I. to Article II as follows:

“I. Pursuant to Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310), the Government shall waive up to \$[Insert Section 1156 waiver amount for current FY] in non-Federal cost sharing of the Study. The amount of the waiver shall not be included in study costs, but shall be included in calculating the maximum Federal study cost.”

5. Replace Article III.B. its entirety with the following:

“B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated study costs and the Government’s and Non-Federal Sponsor’s estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I.; and the estimated remaining cost of the Study.”

Attachment

**Option 4: Tribal Partnership Program (TPP) Ability to Pay Adjustment:** In accordance with Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310), up to \$200,000 at FY 1987 price levels (with such amount adjusted annually for inflation) in non-Federal cost-sharing is waived. For FY 2022, the waiver amount adjusted for inflation is \$530,000. For a FCSA executed after FY 2022, the updated waiver amount will be provided in an Economic Guidance Memorandum that will be released each fiscal year (typically in mid to late October). If a tribe qualifies for the ability to pay adjustment as described in the TPP Implementation Guidance dated February 5, 2018 and after application of the above waiver, the following changes to the FCSA should be made:

1. Substitute the following three WHEREAS clauses for the first two WHEREAS clauses in the FCSA:

“WHEREAS, Section 203 of WRDA 2000, as amended (33 U.S.C. 2269) establishes the Tribal Partnership Program and authorizes the Secretary to carry out studies for construction of water resources development projects and projects for the preservation of cultural and natural resources related to water resources development;

WHEREAS, Section 105(a) of WRDA 1986, as amended (33 U.S.C. 2215(a)) specifies the cost-sharing requirements;

WHEREAS, Section 203(d)(1) of WRDA 2000, as amended (33 U.S.C. 2269(d)(1)) requires that cost share agreements under the Tribal Partnership Program shall be subject to the ability of the non-Federal interest to pay in accordance with procedures established by the Secretary, and the Non-Federal Sponsor has met the applicable criteria for the ability to pay adjustment consisting of the application of a 25 percent factor to the otherwise applicable 50 percent non-Federal share, resulting in a non-Federal share of 12.5 percent of study costs; and”

2. Replace the last sentence in Article I.B. with the following:

“The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or for negotiating this Agreement. It also does not include any costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I.”

3. Replace Article II.B. in its entirety with the following:

“B. The Non-Federal Sponsor shall contribute 12.5 percent of study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. As soon as practicable after completion of the PMP, and after considering the cost sharing waiver in accordance with Article II.I. and the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.



Attachment

2. No later than August 1<sup>st</sup> prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1<sup>st</sup> prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.”

4. Replace the last sentence in Article II.C.1. with the following:

“The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor’s share of study costs.”

5. Add a new paragraph I. to Article II as follows:

“I. Pursuant to Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310), the Government shall waive up to \$[Insert Section 1156 waiver amount for current FY] in non-Federal cost sharing of the Study. The amount of the waiver shall not be included in study costs, but shall be included in calculating the maximum Federal study cost.”

6. Replace Article III.B. its entirety with the following:

“B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated study costs and the Government’s and Non-Federal Sponsor’s estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I.; and the estimated remaining cost of the Study.”



## Attachment

**Option 5: Accelerated Funds.** To allow the acceptance of accelerated funds, the FCSEA should include the following changes:

Guidance on Accelerated Funds is provided in CECW-P (2020-01) Director's Policy Memorandum FY 2020, dated December 19, 2019, Subject: Acceptance of Contributed Funds, Advanced Funds, and Accelerated Funds. This memorandum can be found on the Corps' "Project Partnership Agreements" website.

1. Insert the following WHEREAS clause before the next to last WHEREAS clause in the FCSEA:

"WHEREAS, the Non-Federal Sponsor proposes to accelerate its provision of funds (hereinafter "accelerated funds") for the immediate use by the Government for the Study;"

2. Add a new paragraph G. to Article I as follows:

"G. The term "accelerated funds" means non-Federal funds out of proportion with Federal funds but within the ultimate non-Federal cash contribution."

3. Add new paragraph I. to Article II as follows.

"I. In addition to providing the funds required by paragraph B. of this Article, the Non-Federal Sponsor may provide accelerated funds for immediate use by the Government. The Non-Federal Sponsor understands that use of accelerated funds shall not constitute any commitment by the Government to budget, or the Congress to appropriate, funds for this Study or to match any accelerated funds provided by the Non-Federal Sponsor; that any accelerated funds will be credited toward the Non-Federal Sponsor's cost share only to the extent matching Federal funds are provided; and that the Non-Federal Sponsor is not entitled to any repayment for any accelerated funds obligated by the Government even if the Study ultimately is not completed."

## Attachment

**Option 6: Contributed Funds, following Committee notification.** The cost of work funded with Contributed Funds is included in study costs subject to cost sharing. Contributed Funds are applied toward the Federal cost share.

Guidance on Contributed Funds is provided in CECW-P (2020-01) Director's Policy Memorandum FY 2020, dated December 19, 2019, Subject: Acceptance of Contributed Funds, Advanced Funds, and Accelerated Funds. This memorandum can be found on the Corps' "Project Partnership Agreements" website.

Following completion of the Committee notification process, the FCSA may include the following changes:

1. Insert the following WHEREAS clause before the next to last WHEREAS clause in the FCSA:

"WHEREAS, in addition to providing the required non-Federal cost share, the Non-Federal Sponsor considers it to be in its own interest to contribute funds voluntarily (hereinafter the "Contributed Funds") to be used by the Government for the Study, as authorized pursuant to 33 U.S.C. 701h;"

2. Add as the third sentence in Article I.B. the following:

"The term also includes the cost of work funded with Contributed Funds."

3. Add a new paragraph G. to Article I as follows:

"G. The term "Contributed Funds" means those funds above any statutorily required non-Federal cost share that are provided voluntarily by the Non-Federal Sponsor for funding the Study, with no credit or repayment authorized for such funds."

4. Add a new paragraph I. to Article II as follows:

"I. In addition to providing the funds required pursuant to paragraph B. of this Article, the Non-Federal Sponsor will be providing Contributed Funds currently estimated at \$\_\_\_\_\_, for the Study. The Non-Federal Sponsor shall make the full amount of such funds available to the Government by delivering a check payable to "FAO, USAED, [Insert District and EROC code, e.g., New Orleans (B2)]" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. No credit or repayment is authorized, nor shall be provided, for any Contributed Funds provided by the Non-Federal Sponsor that are obligated by the Government. In addition, acceptance and use of Contributed Funds shall not constitute, represent, or imply any commitment to budget or appropriate funds for the Study in the future."





*Water Department Water System Development Fee and Connection Fee Increase*

**Description**

Dare County Water is Department is requesting the Water System Development Fee and the Water Connection Fee, set by Raftelis, be approved.

**Board Action Requested**

Approval to increase Water System Development Fee and Water Connection Fee

**Item Presenter**

William Nash



May 11, 2023

Mr. J. David Clawson  
Finance Director  
County of Dare  
954 Marshall C. Collins Drive  
Manteo, North Carolina 27954

**Subject: System Development Fee Study Update**

Dear Mr. Clawson:

Raftelis Financial Consultants, Inc. (“Raftelis”) has completed an evaluation to develop cost-justified water system development fees for fiscal year (“FY”) 2024 for consideration by the Dare County Water Department (“Dare County”). This report documents the results of the analysis, which was based on an approach for establishing system development fees set forth in North Carolina General Statute 162A Article 8 – “System Development Fees.” The purpose of this report is to summarize Raftelis’ conclusion related to the cost of justified water system development fees. It is not intended to address anything else associated with the system development fees, such as the administration of these fees, etc.

The preparation of this report was developed by Raftelis for the Dare County Water Department based on a specific scope of work agreed to by both parties. The scope of Raftelis’ work consisted of completing a calculation of cost justified water system development fees using common industry practices and industry standards. We provide no opinion on the legality of the system development fees implemented by Dare County. It is the responsibility of Dare County to ensure compliance of the system development fees with North Carolina General Statute 162A Article 8 – “System Development Fees.” The scope of work does did not include any additional work other than the calculation associated with the system development fees, such as opinions or recommendations on the administration of these fees, the timing and application of revenues from the collection of these fees, etc., as that is the responsibility of Dare County.

In developing the conclusions contained within this report, Raftelis has relied on certain assumptions and information provided by Dare County, who is most knowledgeable of the water system, its finances, etc. Raftelis has not independently verified the accuracy of the information provided by Dare County. We believe such sources are reliable and the information obtained to be reasonable and appropriate for the analysis undertaken and the conclusions reached. The conclusions contained in this report are as of the stated date, for a specific use and purpose, and made under specific assumptions and limiting conditions. The reader is cautioned and reminded that the conclusions presented in this report apply only to the effective date indicated. Raftelis makes no warranty, expressed or implied, with respect to the opinions and conclusions contained in this report. Any statement in this report involving estimates or matters of opinion, whether or not specifically designated, is intended as such, and not as a representation of fact.

## Background

System development fees are one-time charges assessed to new water and/or sewer customers for their use of system capacity and serve as an equitable method by which to recover up-front system capacity

costs from those using the capacity. North Carolina General Statute 162A Article 8 (“Article 8”) provides for the uniform authority to implement system development fees for public water and sewer systems in North Carolina and was passed by the North Carolina General Assembly and signed into law on July 20, 2017 and was modified by Session Law 2021-76 and House Bill 344, which was approved on July 2, 2021. According to the statute, system development fees are required to be adopted in accordance with the conditions and limitations of Article 8, and the fees are required to conform to the requirements set forth in the Article no later than July 1, 2018.<sup>1</sup> In addition, the system development fees must also be prepared by a financial professional or licensed professional engineer, qualified by experience and training or education, who, according to the Article, shall:

- Document in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
- Employ generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost approaches for each service, setting forth appropriate analysis to the consideration and selection of an approach appropriate to the circumstances and adapted as necessary to satisfy all requirements of the Article.
- Document and demonstrate the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
- Identify all assumptions and limiting conditions affecting the analysis and demonstrate that they do not materially undermine the reliability of conclusions reached.
- Calculate a final system development fee per service unit of new development and include an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
- Consider a planning horizon of not less than five years, nor more than 20 years.
- Use the gallons per day per service unit that the local government unit applies to its water or sewer system engineering for planning purposes for water or sewer, as appropriate, in calculating the system development fee.

This letter report documents the results of the calculation of water system development fees for FY 2024 in accordance with these requirements. In general, system development fees are calculated based on (1) a cost analysis of the existing or planned infrastructure that is in place, or will be constructed, to serve new capacity demands, and (2) the existing or additional capacity associated with these assets. Article 8 is relatively explicit in the identification of infrastructure assets that may be included as part of the system development fee calculation, as the Article defines allowable assets to include the following types, as provided in Section 201:

*“A water supply, treatment, storage, or distribution facility, or a wastewater collection, treatment, or disposal facility providing a general benefit to the area that facility serves and is owned or operated, or to be owned or operated, by a local governmental unit. This shall include facilities for the reuse or reclamation of water and any land associated with the facility.”*

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<sup>1</sup> The Authority’s system development fees in FY 2018 were prepared by Raftelis in accordance with the requirements set forth in Article 8.

Therefore, the method used to calculate system development fees for Dare County included system facility assets that satisfied this definition.

Article 8 references three methodologies that could be used to calculate system development fees. These include the buy-in method, the incremental cost method, and the combined cost method. A description of each of these methods is included in the following paragraphs:

Capacity Buy-In Method:

Under the Capacity Buy-In Method, a system development fee is calculated based on the proportional cost of each user's share of existing system capacity. This approach is typically used when existing facilities can provide adequate capacity to accommodate future growth. The cost of capacity is derived by dividing the estimated value of existing facilities by the current capacity provided by existing facilities. Adjustments to the value of existing facilities are made for developer contributed assets, grant funds, and outstanding debt.

Incremental Cost Method:

Under the Incremental Cost (or Marginal Cost) Method, a system development fee is calculated based on a new customer's proportional share of the incremental future cost of system capacity. This approach is typically used when existing facilities have limited or no capacity to accommodate future growth. The cost of capacity is calculated by dividing the total cost of growth-related capital investments by the additional capacity provided as a result of the investments.

Combined Method:

Under the Combined Method, a system development fee is calculated based on the blended value of both the existing and expanded system capacity. As such, it is a combination of the Capacity Buy-In and Incremental Cost methods. This method is typically used when existing facilities provide adequate capacity to accommodate a portion of the capacity needs of new customers, but where significant investment in new facilities to address a portion of the capacity needs of future growth is also anticipated, or where some capacity is available in parts of the existing system, but incremental capacity will be needed for other parts of the system to serve new customers at some point in the future.

The Combined method was used to calculate the water system development fees for Dare County, since in general, Dare County's existing water treatment facilities have some capacity to accommodate anticipated future growth over the near term, and the capital improvements projects are adding additional capacity to serve new customers. The following steps were completed to calculate the fees under the Combined Method:

1. The replacement value of existing system facilities was calculated, and adjustments were made to derive a net replacement value estimate in accordance with Article 8. Adjustments to the calculated replacement value included deducting accumulated depreciation, developer contributions, and a portion of outstanding debt. The growth-related capital improvement projects were incorporated into the total system value, making adjustments to the calculated value to account for future debt to fund the projects. A combined net system value was calculated by adding together the net system asset replacement value (net of contributions) and the growth-related capital spending (net of grants), and subtracting the current outstanding principal and the future borrowing net present value.



2. The unit cost of system capacity was estimated by dividing the calculated system value from step 3 by the total capacity of the system. This includes the current capacity of the system plus any capacity added by the capital projects.
3. The amount of capacity assumed to be demanded by one service unit of new development was identified. One equivalent residential unit (“ERU”) was defined as the smallest service unit of new development.
4. The system development fee for one service unit of development was calculated by multiplying the cost per unit of system capacity by the capacity associated with one ERU, as defined below.
5. The calculated system development fee for one ERU was scaled for different categories of demand. Meter capacity ratios were used to scale system development fees from a base meter size, or the smallest unit of new development (one ERU), to different categories of demand, as defined by the different customer meter sizes.

## Calculation of System Development Fees

### *Step 1 – Estimate the System Value and Apply Adjustments*

A listing of fixed assets provided by Dare County Water Department, as of June 30, 2022, was reviewed and each individual asset was categorized into one of the categories shown in Table 1. General assets, such as those related to administrative buildings, certain rolling stock, and certain equipment items were not directly attributable to a specific category. As a result, these assets were categorized as “Other Non-Core Assets.” These assets were excluded from the calculation of system value as these assets were not specifically identified as allowable under Article 8. Excluded assets included those relating to administrative and miscellaneous type buildings, rolling stock, and various types of equipment.

**Table 1. Fixed Asset Categories by System**

<b>Water System</b>
<b>Buildings</b>
<b>Equipment</b>
<b>Improvements</b>
<b>Land</b>
<b>Machinery</b>

Next, the replacement value of existing assets in allowable categories was estimated. Each asset’s original cost, as contained in the fixed asset listing provided by Dare County, was escalated to 2023 dollars based on the year the asset was purchased and the corresponding escalation factor for that year. Escalation factors for each year were developed using the Handy-Whitman Index (“ENR HWI”) for the South Atlantic Region, which provides an annual index value representing the relative change in construction costs for each year from 1908 to 2023. Using HWI to estimate an asset’s current replacement cost is an industry accepted method by which to value system facilities.

The replacement costs of the assets were adjusted by their indexed accumulated depreciation to derive the replacement cost new less accumulated depreciation (“RCNLD”) amounts. The estimated RCNLD values for water system assets allowable under Article 8 are summarized in Table 2.

As shown in Table 2, the RCNLD value of the water system was estimated to be approximately \$114 million. Several additional adjustments were made to the estimated water system RCNLD values in accordance with Article 8, which included adjustments for meters, vehicles, other non-core assets, developer contributed assets, and a portion of outstanding debt, as described below.

Non-Core and Developer Contributed or Grant Funded Assets:

Assets such as meters, vehicles, etc. are not allowable under Article 8, and as such are excluded from the total system value used in the fee calculation. Additionally, the listing of fixed assets was reviewed to identify assets that were contributed, or paid for, by developers or funded with grants. These assets were subtracted from the RCNLD value, as these assets do not represent an investment in system capacity by the County. The total RCNLD value of the non-core and contributed/ grant funded system assets was estimated to be approximately \$12.2 million.

Growth Related Capital Spending

The other component of the system value when utilizing the Combined Method is the growth-related capital spending. Dare County staff provided us with the capital improvements plan for the next 10 years, as well as which projects are growth related, and capacity adding, and funding sources for each. The growth-related portion of the spending is incorporated into the system value, with revenue credit given for future borrowing, as discussed below. For Dare County, \$3 million of growth-related water capital spending was added to the system value. The total system value used in the fee calculation including capital spending is shown in Table 2 below.

**Table 2. Water System Value**

<b>Description</b>	<b>Water</b>
Assets (RCNLD)	\$115,776,694
Less: Non-Core Assets/ Contributed Capital	\$13,646,714
Total Net Assets RCNLD	\$102,102,980
Plus: Growth Related CIP	\$3,510,000
Total System Value Before Credits	\$105,639,980

Debt Credit

Article 8 specifies that the buy-in calculation should be determined using generally accepted methods, including the consideration of debt credits and other generally accepted valuation adjustments. Article 8 also states that in applying the incremental cost or the combined cost methods to calculate a system

development fee, the analysis must include a credit against the projected aggregate cost of capital improvements and that in no case shall the credit be less than 25 percent of the aggregate cost of capital improvements. In calculating the system development fees for Dare County, a debt credit was included in the calculation as described below.

The debt credit was applied to reflect that a portion of the outstanding debt associated with system facilities will be repaid with water user charges and a portion will be repaid with system development fee revenues. An adjustment was made to prevent recovering the cost of the assets twice, once when assessing system development fees for new customers, and then again when these customers pay user charges.

The amount of the credit was calculated by first identifying the amount of existing outstanding debt attributable to the water system that funded qualifying assets. Then, the amount of existing outstanding debt anticipated to be funded with system development fee revenues and the portion anticipated to be funded with water user charges was estimated. The portion of outstanding debt anticipated to be funded with these charges was then credited in the system development fee calculation. The total outstanding debt used to fund existing qualifying assets was approximately \$22 million. The debt credit was increased to ensure the credit is no less than 25%. Table 3 shows the summary of the debt credit.



**Table 3. Debt and Revenue Credit**

Description	Water
Outstanding Principal	\$22,175,000
Credit to Satisfy 25% requirement	\$4,234,995
Total Credit	\$26,409,995

The resulting adjustments to the water system values are shown in Table 4.

**Table 4. Calculation of Net Water System Value**

Description	Water
System Facilities RCNLD Eligible for Inclusion	\$102,129,980
Plus: Growth CIP	\$3,510,000
Less: Debt Credit/Revenue Credit	<u>-\$26,409,995</u>
Net System Value	\$79,229,985

*Step 2 – Calculate the Unit Cost of System Capacity*

The cost per unit of system capacity was calculated by dividing the adjusted system values (derived in Step 1) by the water system capacity. The treatment capacity of the water system is currently 13.61 million gallons per day (“MGD”). Additionally, Dare County will be adding 0.7 MGD of capacity with the capital expansion, for a total water system capacity of 14.31 MGD. Therefore, the cost per unit of system capacity for the water system was calculated to be \$5.54 per gallon per day ( $\$79,229,985 \div 14.31$  MGD).

*Step 3 – Estimate the Amount of Capacity Per Service Unit of New Development*

Section 205 of Article 8 states that the system development fee calculation “...use the gallons per day per service unit that the local governmental unit applies to its water or sewer system engineering for planning purposes for water or sewer, as appropriate, in calculating the system development fee.” For Dare County, one ERU of peak day capacity for the water system was defined to be 593 gallons per day (“GPD”). For planning purposes, Dare County uses NCDEQ flows as specified in 15A NCAC 02T .0114, assuming an average 3-bedroom house, with a 120 gallon per day consumption as allocated to coastal communities. Dare County’s system peaking factor of 1.65 is then applied to derive the peak day usage per unit of new development.

*Step 4 – Calculate the System Development Fee for One ERU*

The system development fee for one ERU was calculated by multiplying the unit cost of capacity from Step 2 by the capacity demanded by one ERU from Step 3. The calculations are provided in Table 5.

**Table 5. Calculation of Water System Development Fees for One ERU**

<b>Description</b>	<b>Water</b>
Net System Value	\$79,229,985
System Capacity (MGD)	14.31
Unit Cost of Capacity (\$ / gallon per day)	\$5.54
Capacity Required for 1 ERU (gallons per day)	593
System Development Fee per ERU	\$3,282

*Step 5 – Scale the System Development Fees for Various Categories of Demand*

The system development fees for various categories of demand were scaled using water meter capacity ratios. The scaling factors were based on rated meter capacities for each meter size, as published by the American Water Works Association in Principles of Water Rates, Fees, and Charges.<sup>2</sup> The meter scaling factors are shown in Table 6.

**Table 6. Meter Capacities and Scaling Factors by Meter Size**

<b>Meter Size</b>	<b>Scaling Factor</b>
3/4"	1.00
1"	1.67
1.5"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33

The system development fees scaled by meter size are shown in Table 7 below.

**Table 7. Water Development Fees by Meter Size**

<b>Meter Size</b>	<b>Water Fee</b>
3/4"	\$3,282
1"	\$5,469
1.5"	\$10,939
2"	\$17,502
3"	\$32,816
4"	\$54,693
6"	\$109,386

<sup>2</sup> Manual of Water Supply Practices (M1), Principles of Water Rates, Fees, and Charges, American Water Works Association, 7th Edition, Table VII.2-5 on p. 338.

The water system development fees shown in Table 7 represent the maximum cost justified level of system development fees that can be assessed by Dare County per Article 8. If Dare County chooses to assess fees that are less than those shown in the table, the adjusted fee amounts should still reflect the scaling factors by meter size, as shown in Table 6.

We appreciate the opportunity to assist the Dare with this important engagement. Should you have questions, please do not hesitate to contact me at (704) 373-1199.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.



**Elaine Conti**

*Executive Vice President*



Dare County Water System  
 Raftelis Reports May 2023  
 System Development Fee Calculation  
 Connection Fee (cost based) Calculation

<u>System development fees</u>			
<u>Meter size</u>	<u>Current</u>	<u>Allowed per Study</u>	
3/4"	\$ 2,405	\$	3,282
1"	\$ 4,008	\$	5,469
1 1/2"	\$ 8,017	\$	10,939
2"	\$ 12,827	\$	17,502
3"	\$ 24,050	\$	32,816
4"	\$ 40,083	\$	54,693
6"	\$ 80,166	\$	109,386

<u>Connection fees</u>				
<u>Meter size</u>	<u>Current</u>	<u>Allowed per Study</u>		
		<u>Same Side</u>	<u>Across</u>	
3/4"	\$ 340	\$ 2,010	\$	2,404
1"	\$ 500	\$ 2,156	\$	2,550
1 1/2"	\$ 1,050	\$ 3,087	\$	3,481
2"	\$ 1,325	\$ 3,255	\$	3,649
3"	\$ 2,000	\$ 5,231	\$	5,625
4"	\$ 3,000	\$ 6,831	\$	7,225
6"	\$ 4,500	\$ 6,931	\$	7,325



*Recommended Water Capital Improvements Plan for 2024 Through 2029*

**Description**

Following this page are:

The recommended Water CIP;

The Water CIP project descriptions;

The Water Rate Model dashboard and fund balances with the recommended Water CIP;

A capital project ordinance for the Water Capital Projects Fund, a budget amendment for the Water Fund, and a budget amendment for the Water Capital Reserve Fund.

**Board Action Requested**

Approve the 2024 - 2029 Water CIP, adopt the capital projects ordinance, and adopt the budget amendments for the Water Fund and the Water Capital Reserve Fund.

**Item Presenter**

William Nash, Water Director, and David Clawson, Finance Director

**Dare County Financial Planning & Rate Model  
Schedule 4  
Capital Improvement Plan**

		Source	Funding	2024	2025	2026	2027	2028	2029
<b>Dare County CIP</b>									
<b>Sources - Funds Available</b>									
	Capital Outlay			\$ 180,000	\$ 180,000	\$ 560,000	\$ 180,000	\$ 180,000	\$ -
	Membrane Reserve			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	E&R			\$ 3,660,000	\$ 3,550,000	\$ 652,000	\$ 350,000	\$ -	\$ -
	Water Revenue Bonds			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>				<b>\$ 3,840,000</b>	<b>\$ 3,730,000</b>	<b>\$ 1,212,000</b>	<b>\$ 530,000</b>	<b>\$ 180,000</b>	<b>\$ -</b>
<b>Uses - Projects</b>									
1	Automated Meter Reading System per Feasibility Study	Distribution	E&R	\$ 1,000,000	\$ 1,000,000				
2	Cape Hatteras Village 300k Tank Painting & Maintenance	South Dist	Capital Outlay	\$ 180,000					
3	Skyco Nanofiltration Units 4 & 5 with Generator	Skyco WTP	E&R	\$ 2,600,000					
4	Skyco Well #13 Well House Replacement	Skyco WTP	E&R	\$ 60,000					
5	Cape Hatteras 700,000 GPD RO Unit	Cape Hatteras WTP	E&R		\$ 850,000				
6	Avon 400k Tank Painting & Maintenance	South Dist	Capital Outlay		\$ 180,000				
7	Skyco WTP New Well Project	Skyco WTP	E&R		\$ 1,700,000				
8	Buxton 400k Tank Painting & Maintenance	South Dist	Capital Outlay			\$ 180,000			
9	NRO WTP 1250 kW, 277/480V Diesel Generator	NRO WTP	E&R			\$ 302,000			
10	Colington 300k Painting & Maintenance	North Dist	Capital Outlay			\$ 180,000			
11	Duck 1MG Water Tower Painting & Maintenance	North Dist	Capital Outlay			\$ 200,000			
12	NRO Arsenic Media Replacement	NRO WTP	E&R			\$ 350,000			
13	Skyco Elevated 200k Tank Painting & Maintenance	North Dist	Capital Outlay				\$ 180,000		
14	Skyco Trains 1-3 Membrane Replacement	North Dist	E&R				\$ 350,000		
15	Roanoke Island 300k Water Tank Painting & Maintenance	North Dist	Capital Outlay					\$ 180,000	
16									
17									
18									
19									
20									
21									
<b>Total</b>				<b>\$ 3,840,000</b>	<b>\$ 3,730,000</b>	<b>\$ 1,212,000</b>	<b>\$ 530,000</b>	<b>\$ 180,000</b>	<b>\$ -</b>
Check				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



County of Dare, NC  
Capital Improvement Projects  
Fiscal Year 2024 through Fiscal Year 2028 Capital Improvements Plan  
Project Descriptions

Fiscal Year 2024 Projects

**Project:** Automated Meter Infrastructure  
**Cost Estimate:** \$1,000,000.00  
**Fiscal Year:** 2024  
**Description/Comments:** Implementation of the Automated Meter Infrastructure (AMI) system.

**Project:** Cape Hatteras Village 300K Water Tower Maintenance & Tank Painting.  
**Cost Estimate:** \$180,000.00  
**Fiscal Year:** 2024  
**Description/Comments:** Engineering services, exterior painting and maintenance of 300K elevated storage tank.

**Project:** Add Skyco Nanofiltration Units 4 & 5 to Treatment Plant & Generator  
**Cost Estimate:** \$2,600,000.00  
**Fiscal Year:** 2024  
**Description/Comments:** Install two nanofiltration units to replace anion exchange units at Skyco WTP. This project also includes a generator.

**Project:** Skyco Well #13 Well House Replacement & Electric Upgrade  
**Cost Estimate:** \$60,000.00  
**Fiscal Year:** 2024  
**Description/Comments:** Replace the existing well house with a Dyer Fiberglass housing and upgrade the electrical system.

Fiscal Year 2025 Projects

**Project:** Automated Meter Infrastructure System  
**Cost Estimate:** \$1,000,000.00  
**Fiscal Year:** 2025  
**Description/Comments:** Implementation of the Automated Meter Infrastructure (AMI) system

**Project:** Cape Hatteras 700,000 GPD RO Unit  
**Cost Estimate:** \$850,000.00  
**Fiscal Year:** 2025  
**Description/Comments:** Add an additional 700,000 GPD reverse osmosis unit to the Cape Hatteras Water Treatment Plant.

**Project:** Avon 400K Tank Maintenance  
**Cost Estimate:** \$180,000.00  
**Fiscal Year:** 2025  
**Description/Comments:** Engineering services and exterior painting and maintenance of 400K spheroid elevated storage tank.

**Project:** Skyco WTP New Well Project  
**Cost Estimate:** \$1,700,000.00  
**Fiscal Year:** 2025  
**Description/Comments:** A new well is necessary to expand the current Nanofiltration treatment at the Skyco WTP

**Fiscal Year 2026 Projects**

**Project:** Buxton 400K Tank Maintenance  
**Cost Estimate:** \$180,000.00  
**Fiscal Year:** 2026  
**Description/Comments:** Engineering services and exterior painting and maintenance of 400K spheroid elevated storage tank.

**Project:** NRO WTP 1,250kW Emergency Diesel Generator  
**Cost Estimate:** \$302,000.00  
**Fiscal Year:** 2026  
**Description/Comments:** Replace the 37 year old generator with a new one.

**Project:** Colington 300K Water Tank Painting & Maintenance  
**Cost Estimate:** \$180,000.00  
**Fiscal Year:** 2026  
**Description/Comments:** Engineering services, exterior painting and maintenance of 300K spheroid elevated storage tank.

**Project:** Duck Water Tower Maintenance  
**Cost Estimate:** \$200,000.00  
**Fiscal Year:** 2026  
**Description/Comments:** Engineering services, exterior painting and maintenance of 500K hydro pillar elevated storage tank.

**Project:** NRO WTP Arsenic Media Replacement  
**Cost Estimate:** \$350,000.00  
**Fiscal Year:** 2026  
**Description/Comments:** Replacement of spent first bank arsenic filter media. The media has been in service since 2005. The original GFH media is still in service and the first bank is removing 75% and the second bank 100% of the arsenic.

**Fiscal Year 2027 Projects**

**Project:** Skyco WTP Elevated 200k Tank Painting & Maintenance  
**Cost Estimate:** \$180,000.00  
**Fiscal Year:** 2027  
**Description/Comments:** Engineering services, exterior painting, and maintenance of 200K spheroid elevated storage tank.

**Project:** Skyco Nanofiltration Trains 1-3 Membrane Replacement  
**Cost Estimate:** \$350,000.00  
**Fiscal Year:** 2027  
**Description/Comments:** Changing out nanofiltration membranes that are 10 years old.

**Fiscal Year 2028 Projects**

**Project:** Roanoke Island 300K Water Tower Maintenance  
**Cost Estimate:** \$180,000.00  
**Fiscal Year:** 2028  
**Description/Comments:** Engineering services, exterior painting, and maintenance of 300K spheroid elevated storage tank.





# Dare County, NC

## Financial Planning & Rate Model



Financial Plan Summary	2023 Budget	2024 Budget	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed
<b>Revenues</b>							
From Rates							
Volumetric	\$ 8,881,334	\$ 9,101,395	\$ 9,328,981	\$ 9,564,122	\$ 9,806,982	\$ 10,052,032	\$ 10,304,876
Base	3,370,690	3,455,207	3,542,026	3,631,218	3,722,123	3,815,459	3,911,203
Other	2,692,308	2,724,947	2,691,152	2,666,814	2,667,440	2,674,748	2,685,362
<b>Total</b>	<b>\$ 14,944,332</b>	<b>\$ 15,281,549</b>	<b>\$ 15,562,159</b>	<b>\$ 15,862,154</b>	<b>\$ 16,196,545</b>	<b>\$ 16,542,239</b>	<b>\$ 16,901,441</b>
E&R Fund Transfer / Balance Appropriations	625,000	1,900,000	1,100,000	-	-	-	-
<b>Total Revenues</b>	<b>\$ 15,569,332</b>	<b>\$ 17,181,549</b>	<b>\$ 16,662,159</b>	<b>\$ 15,862,154</b>	<b>\$ 16,196,545</b>	<b>\$ 16,542,239</b>	<b>\$ 16,901,441</b>
<b>Revenue Requirements</b>							
O&M	\$ 10,768,519	\$ 10,943,772	\$ 11,356,959	\$ 11,788,299	\$ 12,238,649	\$ 12,708,909	\$ 13,200,022
PAYGO	3,250,100	3,840,000	3,730,000	1,212,000	530,000	180,000	-
Debt	2,335,038	2,327,038	1,510,788	1,511,538	1,515,288	1,511,788	1,511,288
<b>Total</b>	<b>\$ 16,353,657</b>	<b>\$ 17,110,810</b>	<b>\$ 16,597,747</b>	<b>\$ 14,511,837</b>	<b>\$ 14,283,937</b>	<b>\$ 14,400,697</b>	<b>\$ 14,711,310</b>
Surplus/(Deficit)	(784,325)	70,740	64,412	1,350,318	1,912,609	2,141,542	2,190,132
Ending Cash Balance	30,750,109	28,950,058	27,983,335	29,405,542	31,393,209	33,613,128	35,885,112
	(814,100)	(41,720)	(837,469)	(51,877)	1,276,786	806,958	1,142,663
Debt Service Coverage	2.29	2.92	3.89	3.09	3.02	2.96	2.89
Debt Service Coverage w/ 20% of Fund Balance	4.68	5.16	7.21	6.58	6.76	6.99	7.21

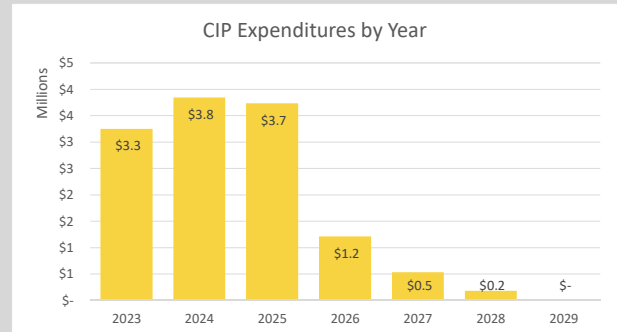
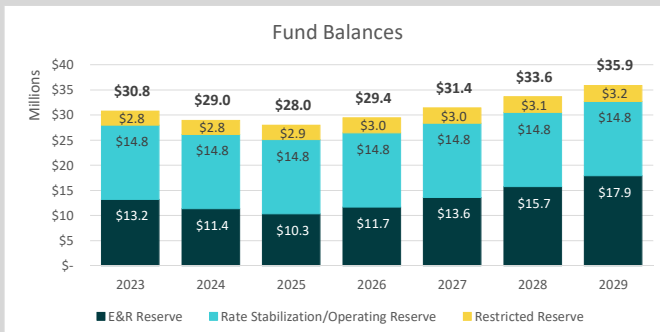
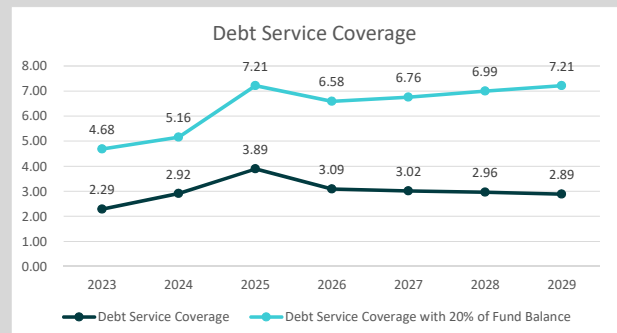
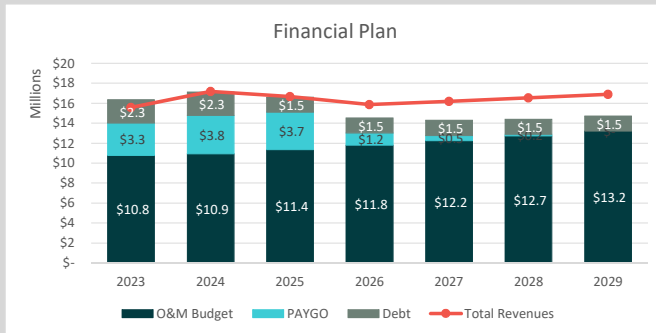
### Adjust Rate Increases

Volumetric Rate Increases  
Base Charge Rate Increases

2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

### Consumption Scenario:

Scenario 2



Fund Balances

Dare County Financial Planning & Rate Model  
 Schedule 9  
 Calculation of Annual Fund Balances

updated from FF22

	<i>Actual</i>	<i>Budget</i>	<i>Budget</i>	<i>Proposed</i>				
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Capital Improvements Plan	\$ -	\$ 2,361,000	\$ 3,840,000	\$ 3,730,000	\$ 1,212,000	\$ 530,000	\$ 180,000	\$ -
Appropriated Fund Balance	\$ -	\$ (550,000)	\$ (1,820,000)	\$ (1,030,000)	\$ -	\$ -	\$ -	\$ -
<b>Unrestricted Fund Balance</b>								
Extension and Replacement Estimated Ending Balance	\$ 17,184,830	\$ 14,074,380	\$ 12,254,011	\$ 11,227,403	\$ 12,586,790	\$ 14,508,559	\$ 16,659,354	\$ 18,858,830
Rate Stabilization and Operatir Reserve Estimated Ending Balance	\$ 13,325,914	\$ 14,770,076	\$ 14,770,076	\$ 14,770,076	\$ 14,770,076	\$ 14,770,076	\$ 14,770,076	\$ 14,770,076
<b>Estimated Total Unrestricted</b>	<b>\$ 30,510,744</b>	<b>\$ 28,844,456</b>	<b>\$ 27,024,087</b>	<b>\$ 25,997,479</b>	<b>\$ 27,356,866</b>	<b>\$ 29,278,635</b>	<b>\$ 31,429,430</b>	<b>\$ 33,628,906</b>

Note: The Rate Stabilization and Operating Reserve Balance does not change, as no transfers are planned for during the study period.

**County of Dare, North Carolina  
Capital Project Ordinance  
for  
Approved FY 2024 Water CIP Projects**

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

Section 1           The projects authorized are those per the adopted 2023 CIP approved by the Board with the adoption of the fiscal year 2023 budget.

Section 2           The following budget shall be conducted within the Water Capital Projects Fund (fund #38).

Section 3           The following amounts are appropriated for the projects:

AMR system	385815-740001-71024	\$1,000,000
Skyco well #13 well house	385814-744814-71024	\$60,000
Skyco Nano filtration units 4 & 5	385814-744814-71024	\$2,600,000

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

Transfer from Water Capital Reserve Fund (E&R)	383090-473700-71024	\$630,195
Transfer from Water Fund (E&R)	383090-473600-71024	\$3,127,305
Bond proceeds, Series 2025 Water Revenue Bonds	383090-470506-98736	(\$97,500)

Section 5           The amount transferred from the Water Capital Reserve Fund is the estimated amount of system development fees collected in fiscal year 2023. These fees are hereby identified as to use by project number per the requirements of a Resolution adopted by the Board on July 1, 2018 and are used for the Skyco Nano filtration project.

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

Section 7           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 17<sup>th</sup> day of July, 2023.

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Chairman, Board of Commissioners

[SEAL]

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Cheryl Anby, Clerk to the Board of Commissioners



# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Water Fund					
<u>Revenues:</u>					
Appropriated fund balance E&R	363800	499900	71024		\$3,127,305
<u>Expenditures:</u>					
Transfer to Water Capital Projects Fund	364815	590138	71024		\$3,029,805
Transfer to Water Capital Projects Fund	364813	590138	71023		\$97,500

Explanation:

Water 2024 CIP adopted on 7/17/2023.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

(sign in red)

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Water Capital Reserve Fund					
<u>Revenues:</u>					
Appropriated fund balance E&R	374820	590138	71022	\$80,195	
<u>Expenditures:</u>					
Transfer to Water Capital Projects Fund	374820	590138	71022	\$80,195	

Explanation:

To amend adopted FY2024 budget fo actual FY2023 system development fees revenue for use for the FY2024 Water CIP. Original FY 2024 budget was \$550,000. Actual FY 2023 SDFs were \$630,195.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

(sign in red)

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_



*S-13 and S-14 Supplements to the County Ordinances*

**Description**

The American Legal Publishing Company has completed an update of the Dare County Code of Ordinances. (Supplements S-13 and S-14). A public hearing is recommended and adoption of a resolution by the Board to accept all S-13 and S-14 amendments to the Dare County Ordinance Book.

**Board Action Requested**

Request Public Hearing for August 7, 2023, at 10:00 a.m.

**Item Presenter**

Robert Outten, County Manager





On Monday, August 7, 2023, the Dare County Board of Commissioners will conduct a Public Hearing to adopt the S-13 and S-14 supplements to the County Ordinances.

The S-13 and S-14 supplements represent an update to the County Ordinances including all revisions and amendments made to the Code since the S-12 supplement to the code was adopted.

Comments can be made during the hearing which will be held in the Dare County Board of Commissioners meeting room at the Dare County Administrative Building, 954 Marshall Collins Drive in Manteo, NC. Written comments may also be submitted to the Board of Commissioners at P. O. Box 1000 Manteo, NC 27954. Following the close of the hearing, the Board may choose to act on the proposed amendments, make revisions based on citizen input or subsequent Board discussions; or delay action until a later date.

DATE: Monday, August 7, 2023

TIME: 10:00 a.m.

PLACE: Dare County Administration Building  
Commissioners Meeting Room  
954 Marshall Collins Drive  
Manteo, NC 27954



*NCACC Voting Delegate*

**Description**

The North Carolina Association of County Commissioners (NCACC) provides that each county is entitled to one vote on all questions at their August annual conference in Wake County. A written designation of Voting Delegate is needed for a Commissioner and an alternate to act on behalf of Dare County.

**Board Action Requested**

Vote for a delegate and an alternate to the NCACC.

**Item Presenter**

County Manager, Robert Outten



*Dare Educational Foundation and Teacher Housing*

**Description**

The Dare Board of Education advises they are having difficulty hiring teachers because of the lack of housing. They advise the Dare Educational Foundation can expand Kill Devil Hills teacher housing but are \$1 million short in funding. The Board of Education has asked if the County has funds available to assist. The County has sufficient funds in Fund Balance to move necessary funds. This funding will allow them to construct from 9 - 12 additional units.

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



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# DARE COUNTY

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## BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
General Fund					

Revenues:

Appropriated fund balance                      103090      499900                      \$1,000,000

Expenditures:

Transfer to CD Housing Fund                      104925      591800                      \$1,000,000

Explanation:

Transfer to Housing Fund for Dare Educational Foundation teacher housing project.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Community Development Housing Fund					
<u>Revenues:</u>					
Transfer from General Fund	183090	491000		\$1,000,000	
<u>Expenditures:</u>					
DEF teacher housing project	184625	510757		\$1,000,000	

Explanation:

Housing Fund for Dare Educational Foundation teacher housing project.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_



*Consent Agenda*

**Description**

See attached summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



## **Consent Agenda Summary**

1. Approval of Minutes (May 17 and June 5, 2023)
2. Budget Amendments FY22 Actual Collections of System Development Fees
3. Transportation Department SureBus Software Lease Agreement
4. Dare County Wilkenson Building Lease
5. NC Governors Highway Safety Program – Local Government Resolution
6. Outer Banks Gun Club Lease
7. Public Works – Refuse Trucks Budget Amendment
8. Systel Multi-Function Machine Lease
9. Tax Collector’s Report
10. Amendment to Capital Project Ordinance & Budget Amendment for Final FY23 System Development Fees
11. Water Department NCDOT Three Party Right of Way Encroachment Agreement
12. Health & Human Services-Public Health Div. Community Linkages to Care for Overdose Prevention and Response Grant
13. Health & Human Services-Public Health Div. Breaking Through Task Force – Public Awareness Campaign to Address Community Mental Health Grant
14. Reimbursement Resolutions – FY23-24 Vehicle & Equipment Financing  
FY23-24 Sanitation Equipment Financing
15. Sheriff’s Office – Flock Safety License Plate Reader



*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

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

5:00 p.m., May 17, 2023

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

Commissioners absent: Danny Couch, Jim Tobin

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, Deputy Clerk, Skyler Foley

**A full and complete account of the entire Board of Commissioners meeting is archived on a video that is available for viewing on the Dare County website [www.darenc.gov](http://www.darenc.gov).**

At 5:00 p.m. Chairman Woodard called to order the special meeting. He shared an invocation and then he led the Pledge of Allegiance to the flag.

#### **ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE**

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

- The Lost Colony would begin their 86<sup>th</sup> season on June 2, 2023.
- National Parks Service had begun the path for the Buxton Multi Use Path. It would be constructed in two segments with the first possibly completed by next summer.

#### **ITEM 2 – PUBLIC HEARING ON ZONING TEXT AMENDMENT FOR THE REMOVAL OF 22 ZONING DISTRICTS FROM SECTION 22-31.1 CLUSTER HOME DEVELOPMENT ORDINANCE**

Noah Gillam explained that in March the Board had asked the Planning Board and staff to look at potential revisions to the Cluster Home Ordinance. In April when the Planning Board met, a motion was made to remove cluster home developments from a number of districts. When their discussion concluded, twenty-two residential districts were identified for removal of cluster homes. A table of districts identified with maps were provided to the Board.

At 5:06 p.m. the Mr. Outten outlined the procedure for making comments during today’s public hearing. There were no comments from Buxton.

Following is a summary of all citizen remarks in Manteo:

1. Audra Shackelford voiced her concerns of watershed quality, amount of fill being used, lack of space in the schools, and rooms in the hospital. She estimated the cost of the Old Wharf homes would be \$2,500/month and not be affordable.
2. Lorraine Tillett wanted the cluster home ordinance removed and rescinded from Wanchese Village. Zoning was created in 2006 to maintain the village because in 2004 the Commissioners were concerned with overdevelopment.
3. Angel Khoury stated there was a piece of property that could be developed under this ordinance near the Mother Vine. She wanted the Board to move forward with the Planning Board's recommendation to remove cluster homes from the ordinance.
4. Mitchell Bateman thanked Commissioner Bateman for attending the community meeting last night. He thanked the Planning Board for the community's request to change the zoning and remove the cluster home from Wanchese Village.
5. Britton Shackelford appreciated the work by the Board as to dredging and other good accomplishments by the Board. He asked the Board to remember that they were working for area families and children.
6. Pixie Wescott remembered her mother taking her to the United Nations as a child. UN members worked together to solve problems and respect one another and the same should be done with regard to the cluster home situation.
7. Robin Mann supported the 2007 zoning committee's zoning as written. She wanted to preserve the village and recalled the 2005 battle with a housing project to replace the Wanchese marina, but it did not get approved. She wanted the ordinance rescinded.
8. Joseph Willis stated Mr. Alexander owned the Board. Real estate developers were only interested in money. He asked the Board to make it a prerequisite for businesses to support their staff with housing. He wanted cluster homes rescinded.
9. Lynne Davis had been a resident since 1978 and stated the fire department could not handle the number of calls they were currently receiving as a volunteer facility. He wanted the cluster home ordinance rescinded.
10. Michelle Lewis, a Manteo resident, felt community services and schools were strained with the current population and growth. She encouraged environmental impact reports should be conducted before more development was done.
11. Andy Petsch, an attorney, handed out Section 22-31.1 Cluster Home Development. He stated there was no contrary evidence to avoid the passage of the Old Wharf Road development. He urged the passage of the zoning amendment.
12. Sandra Barile thanked the Planning Board for listening to them and reviewing the zoning ordinance. She wanted the cluster home ordinance rescinded.
13. Will Brooks, a Wanchese resident, presented a prayer.
14. Ralph Barile thanked the Board for the speed in which the Planning Board reviewed the cluster home development zoning concerns.



15. Craig Parker disagreed with the additional developments. He noted the townships on the beach had over built and now they wanted Wanchese to pay the price with cluster homes. He wanted cluster home developments rescinded.
16. Connie Bateman, Wanchese resident, was concerned about the growth and traffic. She wanted to remove the text of cluster housing in Wanchese.
17. Cammie Daniels, former Wanchese resident, asked the Board to consider what the cluster home development would do in Wanchese.
18. Ken Mann asked the Board to move slowly and see what happens with the current projects. He felt efforts to bring forth some ease in housing issues were needed and offered his help to the Board.
19. Rex Mann felt growth needed to be looked at and a vision was needed moving forward. He stated strict standards in the future would protect the future.
20. Laurie Tillett thanked the Board and Planning Board for the expeditious review of the ordinance. She stated there was a need to try to control the county's growth and asked for the Board to rescind the ordinance.
21. Justin Bateman apologized for his statements from the previous meeting. He thanked the Board for moving forward with the ordinance text amendment review. He asked if the text amendment could be "put to bed" and not changed again in the future.
22. Mickey Daniels asked the Board what their vision was for Wanchese. He was concerned about the water quality in the area and wanted the community to help clean up the waterways.
23. Donna McGarris, moved here in 1988, and gave remembrances of how her life had been blessed with her family in Wanchese. She warned the cluster home development would change the safety of the village and asked the Board to vote for the changes.
24. Chris Garey thanked the Board for reviewing the cluster home development zoning ordinance and asked for rescission. He stated the ordinances had not been properly vetted and the Board should consider county engineer oversight.
25. Michael Egan, a longtime resident, wanted to protect the trees. He stated the islands were here because of the trees. Trees reduced the threat of wind damage and he did not want clear cutting done with the new developments.
26. Amy Stone thanked the Board for the speed in review and wanted the cluster home text removed from county ordinances. Mr. Alexander said he would build more developments and she was concerned about the saturation point in Dare County.
27. Rosemarie Doshier, resident of East Lake and a Realtor, spoke regarding Wanchese and stated it was a serious problem. She was thankful East Lake was included in the conversation for exclusion of future cluster home developments.

28. Denise Davis, resident since 1978, had cleaned up the lots she had purchased. She was unhappy with the cluster home development which had been approved for Wanchese Village.

With no other speakers, the County Manager closed the public hearing at 6:34 p.m. Chairman Woodard yielded to the Board for comment.

**MOTION**

Commissioner Bateman motioned for the draft amendment to Section 22-31.1 of the Dare County Zoning Ordinance to remove the 22 zoning districts listed on the Statement of Consistency and Reasonableness be adopted as proposed. A statement of consistency and reasonableness, as prepared by staff, to be adopted as part of this motion and of public record.

Commissioner House seconded the motion.

Vice-Chairman Overman wanted to add to the motion something to require the Planning Board to go back at the cluster home language and redefine what Dare County wanted a higher density development to look like. Mr. Gillam advised the Board the Planning Board was still looking at further revisions.

Chairman Woodard supported the motion and stated moving forward the County needed to publish with large newspaper articles and highway notices for better citizen awareness of zoning actions. The county had grown and we need to find a way to work through future issues.

VOTE: AYES unanimous

***Meeting recessed at 6:42 a.m. – and reconvened at 6:59 p.m.***

**ITEM 3 – COUNTY OF DARE HUMAN RESOURCES PERSONNEL MANUAL (Att. #2)**

Elizabeth Reilly, Dare County Human Resources Director, presented the Board with a revised personnel manual. The manual had been revised and updated with the help of a consultant who worked with HR to bring it up to modern standards. It had been vetted by Human Resources and department heads for their input. There were changes to holiday leave and retiree health payment benefits, which would be applied to personnel hired after the new manual was approved. The grievance procedure had been streamlined.

**MOTION**

Vice-Chairman Overman motioned to adopt the revised Dare County personnel manual as presented and adopt the resolution.

Commissioner House seconded the motion.

Discussion followed: Chairman Woodard asked for a succession plan by departments in writing and placed in the manual and under the responsibility of Human Resources. Mr. Outten stated staff would prepare a written succession plan. One had been done several years ago and it would be brought back to the Board for discussion. It would not be part of the personnel manual, but the Board would have to discuss a plan and set up a timeframe.

VOTE: AYES unanimous

**ITEM 4 – PRESENTATION OF MANAGER’S 2024 RECOMMENDED BUDGET**

**(Please reference the PowerPoint presentation provided during the meeting)**

Mr. Outten announced the budget for fiscal year 2023-24 Dare County Budget \$224,553,176 with the General Fund at \$130,083,408 of that amount. (See budget as posted on website)

Commissioner Ross said safety and welfare should be added as a key goal in the future.

There would be no property tax increase. Negative effects from COVID-19 were short lived for Dare with higher than normal tourism levels. The CIP would be completed sometime in the near future. He explained the budget requests were provided by department heads in February and then expenditures exceeded the revenues. He reviewed the major requests and then the expenditure increases. Mr. Outten reviewed expenditures: Personnel, Health Plan (no projected increase in cost), Position Changes (adds one position and eliminates 11 positions), Employee Compensation (3% cost of living increase) and Capital. The Dare County Schools (local funding for school operating costs increased to \$28,306,301).

Additional departmental increases included the animal shelter, COA, detention center, emergency medical services, helicopter, grounds maintenance, health department, information technology, parks and recreation, recycling, sheriff, and tax assessment.

Mr. Outten referenced from the recent CIPC meeting that funding levels may not allow all the projects in the timeframe originally planned. They would re-evaluate moving forward and be providing recommendations to the Board as soon as available. The approved CIP will be incorporated into budget

Mr. Outten also reviewed the Disaster Recovery Fund, E911 Fund, Beach Nourishment Fund, and the Sanitation Fund. The Water Fund reflected an annual 2% rate increase over the next five years.

Commissioner House asked how often the healthcare policies were shopped. County Manager advised the county was self-insured and MedCost manages our funds. High deductibles were chosen by the county to keep costs in line.

**MOTION**

Commissioner Ross motioned to set a Public Hearing on the recommended budget for June 5, 2023 at 9:00 a.m.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 5 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

A brief summary outline of the items mentioned by Commissioners and the County Manager:

**Commissioner Bateman**

- Voiced concerns regarding a development at 706 Ocean Boulevard in Kill Devil Hills. There were fourteen houses on one lot, close together, and he commented they looked out of place. He was concerned with overdevelopment and wanted unincorporated Dare to have an updated land use plan.

**Vice-Chairman Overman** had no further business to add.

Commissioner House

- Stated HB 655 was introduced with Coastal Fisheries licensing reforms. He would follow up with an update, as it was currently in wildlife committee.
- History: In 1973, Senate committee was formed to investigate Watergate, in 1792 the New York Stock Exchange was organized, and in 1875 the first Kentucky Derby was held.

Commissioner Ross

- He had attended an Outer Banks Hotline meeting and toured their facility in Nags Head. He applauded the services they provided to those experiencing family violence.

**MANAGER’S/ATTORNEY’S BUSINESS**

Mr. Outten had no further business.

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

**MOTION**

Commissioner House motioned to adjourn the meeting.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

At 8:09 p.m., the Board of Commissioners adjourned until 9:00 a.m., June 5, 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.), and supporting material considered by the Board at this meeting are on file in the office of the Clerk. Public comments have been summarized and attempts have been made to accurately reflect the spelling of each name based on the legibility of the sign-in sheet.





# 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., June 5, 2023**

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

Commissioners absent: County Manager/Attorney, Robert Outten

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

**A full and complete account of the entire Board of Commissioners meeting is archived on a video which is available for viewing on the Dare County website [www.darenc.gov](http://www.darenc.gov).**

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

#### **ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE**

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

- Announced Mr. Outten would not be at the meeting and Commissioner Tobin was online.
- The new Manteo Masonic Lodge would be celebrating the opening in their new building on June 10, 2023 at 1:00 p.m.
- Manteo High School women’s soccer scored 5 goals in the second half to beat Wheatmore at the N.C. High School Athletic Assoc. The 2A title match was held in Greensboro.
- First Flight Hunter Safety and Shooting Team placed third in the 2023 District Tournament held at the 4H Center in Columbia. He introduced the players and coaches present.

#### **ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS**

- 1) Julie Anderson received a 20-year pin.

#### **ITEM 3 – EMPLOYEE OF THE MONTH – May and June, 2023**

Dustin Peele, Special Projects and Purchasing Manager, received the Employee of the Month award for June from Dave Clawson.

Carleen Darsee, Administrative Assistant for EMS, received the Employee of the Month award for May from Jennie Collins.

#### **ITEM 4 – PUBLIC COMMENTS**

At 9:38 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks made in Manteo:

1. Janice Booth voiced concern over the many changes in the Outer Banks and attributed many problems to new residents insisting on amenities they had in the communities they had moved here from. She urged the Board to protect the quality of life here.
2. Marcie Chovaz was concerned with schools, gun safety, and urged attention to the threats of SB 406 and HB756. She asked for continued Commissioner advocacy for the schools and children. She also wanted current soccer fields to remain for child use.
3. Hannah Bunn West addressed the childcare shortage. She stated there was not enough programs in the area and the cost of daycare was prohibitive for most families.
4. Tianna Stathis urged the Board to continue their support of the school system. She disagreed with the voucher program and stated teachers deserved better pay and housing. She opposed using Satterfield Landing for pickleball courts.
5. Jamie Wegener thanked the Board for their support of local schools but stated concern for the direction of public education and issuance of school vouchers. She applauded the work on the collection of concerns over the Wanchese development.
6. Brian Mervine opposed the Manns Harbor cluster development and was concerned with fire safety in Manns Harbor with the proposed homes being so close together.
7. Michele Lewis stated there would be a Juneteenth celebration the Pea Island Cookhouse on June 17. She applauded the child partnership for their work and other daycares providing services in the community.
8. Amy Stone, a member of the Wanchese Preservation Alliance, opposed the proposed Manns Harbor cluster home development. She also voiced concerns about the fire safety in Manns Harbor with more cluster homes being built.

With no comments made in Buxton, the Chairman closed Public Comments at 10:06 a.m.

#### **ITEM 5 – PUBLIC HEARING – MANAGER’S PROPOSED FY2024 BUDGET (Att. #1)**

At 10:06 a.m. the Board held a Public Hearing to receive input concerning this item. No one responded to the invitation to address the Board. The public hearing was closed at 10:07 a.m.

A handout was provided the Board and Mr. Clawson explained there were only two items changed from the May presentation of the budget to the Board. The Sheriff’s office had requested to reclassify a telecommunicator position to an assistant analyst position. The change would net a zero change except in FY25 with a proposed increase to \$15,797. The Manager had allocated an increase of \$667,181 to the EMS Department, as he presented in May. The Board was given a detailed listing of how the EMS Department wanted those funds assigned. Chairman Woodard stated the Board had received a presentation of the Manager’s Budget in May, the public hearing had been held today, and the budget had been available for public review. He asked the pleasure of the Board with regard to the FY2024 budget.

**MOTION**

Vice-Chairman Overman motioned to approve the FY2024 Manager's Budget.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 6 – TRILLIUM HEALTH RESOURCES – ANNUAL REPORT**

*Vice-Chairman Overman left the meeting at 10:11 a.m. and returned 10:13*

Mr. Peterson, Central Regional Director, gave an overview of Trillium's area of coverage, with 28 counties and approximately 550 behavioral health and intellectual development disability providers. The original date to go live with Medicaid Transformation was July, 2022, which was moved to October, 2023. They were allowed to launch Care Management in December, 2022 for individuals with severe behavioral health, substance use and I/DD. He provided project updates on opioid settlements, mobile clinics, tribal engagement, co-responder pilots, and the Healing Place in New Hanover. The Healing Place provides recovery services with an eighteen-month program and a high success rate. See PowerPoint presentation for statistics and details.

**ITEM 7 – CHILDREN & YOUTH PARTNERSHIP FOR DARE COUNTY**

Sara Sampson, Jennifer Bradshaw Garrett and Bonnie Brumbeloe provided a PowerPoint presentation. They focused on the early care program and daycare situation in Dare County. There were over 1,600 attendees at this years Kids Fest. CYP had distributed over 6,700 diapers to families through their diaper program. One hundred families were served each month through private and corporate donations. Jennifer and Bonnie spoke about childcare-related services in the area and stated North Carolina was a childcare desert. Dare County had 1,594 children under the age of five in daycare. There were twenty-six licensed programs in the area. It was estimated there were eight children waiting on each potential space in current facilities. Some specific challenges to improving and increasing the number of facilities included: wages, lack of benefits, lack of real estate for new daycares, and employee turnover. Grant funds were available to aid in the upstart of new centers. Ms. Bradshaw Garrett estimated there were approximately 1,100 needed daycare slots from Southern Shores to Hatteras. There was approximately 75 in the workforce now. Some businesses had slots but not enough teachers for proper child provider ratios. There were plans to host a child conference in 2024.

*At 10:56 a.m., the Board meeting recessed and reconvened at 11:04 a.m.*

**Chairman Woodard had several County Manager items to present.**

The Old Swimming Hole had been addressed several times. It was proposed to close the area to swimming, move the lifeguard assigned there to Rodanthe. The picnic grounds and gazebo would remain open to the public.

**MOTION**

Commissioner Ross motioned to close the swimming hole, leave the picnic grounds open, remove the life guard and move him to serve in Rodanthe.

Commissioner Couch seconded

Vote: AYES unanimous

There were not enough available funds in the Beach Nourishment Fund to prepare for or complete a project in Rodanthe. Congressman Murphy's office had reached out explaining there could possibly be a pot of federal funds to be used for a Rodanthe project. Murphy did not want

to pursue further without a specific request from the Board. The Board briefly discussed briefly the opportunity. The county's fund would be used to continue providing maintenance to other previously nourished areas. Mr. Clawson affirmed the model for the beach nourishment fund could handle covering maintenance on any future Rodanthe project.

**MOTION**

Vice-Chairman Overman motioned for Board to send a letter of support to Congressman Murphy for inquiry into federal funding for a Rodanthe beach nourishment project.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

The Lions Club had requested the donation of a truck. Dustin Peele provided the Board with more information about three possible options of trucks available to them.

**MOTION**

Commissioner Bateman motioned to provide The Lions Club with accessibility to a truck that could be donated by the County for their use.

Commissioner House seconded the motion.

VOTE: AYES unanimous

The Health Director advised there were three additional positions needed in the county in advance of the implementation of Medicaid expansion. Dr. Davies explained they would need income maintenance assistants. At the July meeting she and Chuck Lycett would provide an overview of the impact of Medicaid expansion in the county.

**MOTION**

Commissioner Couch motioned to authorize the County Manager to sign the budget amendments necessary to implement the hiring of three new positions as requested.

Commissioners Bateman and House seconded the motion

VOTE: AYES unanimous

**ITEM 8 – “THE WALL THAT HEALS”**

Vice-Chairman Overman and Patricia O’Sullivan provided the Board with a presentation. Several Veterans advisory council members were present. A video showing how the event would work was shown. There were several thousand veterans in the area, many unable to travel to DC to have an opportunity to see the wall. There would also be a war timeline and artifacts in the mobile information trailer. The opening would be November 16 and more volunteers were needed. Ms. Sullivan thanked Dare County for their help. Vice-Chairman Overman commented all the towns had been receptive and many had pledged donations. The smaller wall had begun its tour in California and Dare county would be its final stop.

**ITEM 9 – “THE WALL THAT HEALS” – EVENT GRANT**

The Dare County Tourism Board approved to award an Event Grant in the amount of \$25,000 for the “The Wall That Heals” project to be held November 15-19, 2023.

**MOTION**

Commissioner Bateman motioned to approve the Event Grant Contract from Dare County Tourism Board to Dare County Veterans Advisory Council.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous



**ITEM 10– ANCHOR COMMERCIAL LLC CLUSTER HOME DEVELOPMENT – SPECIAL USE PERMIT APPLICATION #4-2023 (Att. #2)**

This agenda item was handled as a quasi-judicial proceeding. Before offering any testimony, Planning Director Noah Gillam, the applicant Mike Nice and engineer, Mike Robinson were duly sworn by the Clerk to the Board. Planning Director Gillam outlined a Special Use Permit (SUP) application for Anchor Commercial LLC for a development to be built consisting of twelve single family dwellings. There would also be a boat ramp/docking facility and trailer storage. The developments' combined parcels totaled 3.14 acres. Chairman Woodard asked the applicant if he agreed to the findings of fact listed in the SUP, the supporting documents on file, and the facts presented by the Planning Director. Mike Nice indicated his agreement. Vice-Chairman Overman stated there was a one-year minimum occupancy requirement for the Wanchese development, recently heard by the Board. He asked the developer if he would agree to the same and Mr. Nice agreed. Board members addressed the applicant with approval of the community look of the proposed development with amenities. Commissioner Tobin commented the development was a good opportunity to meet the housing need for the area's permanent workforce. There would eventually be an HOA with covenants to maintain the common areas. Mike Robinson, project engineer, addressed Commissioner House's questions and concerns relative to the dry hydrant. The engineer did not know the depth of the ditch; however, survey data would be obtained. Commissioner Tobin commented the canal depth was pretty stable.

**MOTION**

Vice-Chairman Overman motioned that SUP #4-2023 and the associated site plan for the proposed cluster home group development be approved as amended.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

**ITEM 11 – DHHS – PUBLIC HEALTH OPIOID SETTLEMENT FUNDS PROPOSAL AND RECOMMENDATION FY2024**

Roxana Ballinger presented an overview of the FY2023 expenditures of the funds disbursed to Dare County thus far from the opioid settlement. She also provided the names of the organizations who received FY22-23 grant funds. In April 2023, a stakeholder survey was conducted regarding how to prioritize the allocation of settlement funds. The top three priorities were residential local treatment, agency support to increase capacity, and medication assistance for treatment. There were many who still did not understand the toxicity of fentanyl. She also reviewed other initiatives to be considered for funding, harm reduction, prevention treatment, and transportation.

***Chairman Woodard left the meeting at 12:07 p.m. Vice-Chairman Overman chaired the remainder of the meeting. Commissioner Ross left meeting at 12:11 p.m. and returned at 12:13 p.m.***

There would be a fentanyl kills campaign posted with The Coastland Times. She reviewed the FY23/24 priorities for how funds will be spent from the opioid settlement. Commissioner Ross asked about the vending machine proposal with Narcan and fentanyl test strips. The applicant for the project did not ratify the award grant to purchase the vending machines. They were also working with lifeguards on the beach to have the naloxone nasal spray available. The proposed FY2024 opioid expenditures totaled \$423,000.

**MOTION**

Commissioner Bateman motioned to approve the proposed opioid settlement funds recommendations for FY23/24.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 12 – BRIGHTSPEED SERVICE DELIVERY UPDATE**

Steve Brewer provided a presentation update for Brightspeed plans to build 800k fiber to pass through North Carolina. He provided the history of transition over to Brightspeed. The time to repair and install services had improved with the new provider. County storm damages included exposed fiber and some lines were exposed during removing sand from roadways. They had applied for a \$13 million dollar grant to put submarine cable from Ocracoke to Cedar Island to keep services available. Microwave links were in the works to allow voice traffic to continue after a storm. He reviewed a map of deployment of fiber installation in the county. He noted the 7,500 fiber locations in KDH were currently on hold. There was discussion regarding the determination of what areas would be covered with future improvements and towers to provide backup for voice calls for Hatteras in an emergency. The best long-term fix would be the installation of submarine cable. They should hear soon on the grant application.

**ITEM 13 – HATTERAS HARBOR EMERGENCY DREDGING (Att.#3)**

Barton Grover, Grants and Waterways Administrator explained the Waterways Commission's request for emergency dredging by the Corps due to shoaling which was impeding vessels leaving Hatteras Harbor. The Corps currently held \$217,000 in Dare County/State funds for the Hatteras Connector Channel. Proposed dredging would take one day to complete.

**MOTION**

Commissioner Couch motioned to adopt the resolution as presented.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 14 – BUDGET AMENDMENT AND CAPITAL PROJECT ORDINANCE FOR RECREATION PICKLEBALL COURTS**

During the May, 2023 CIP meeting, it was recommended to allocate a not-to-exceed amount of \$500,000 for pickleball courts in the county. The budgeted funds would be used for professional service fees and construction costs of any proposed pickleball courts.

**MOTION**

Commissioner Ross motioned to approve the budget amendment and adopt the capital project ordinance for the creation of pickleball courts.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 15 – PROFESSIONAL SERVICES CONTRACT FOR THE CREATION OF PICKLEBALL COURTS**

Dustin Peele provided the Albemarle & Associates professional service contract for \$41,775.00 to design and pickleball courts with location(s) to be determined at a later date.

**MOTION**

Commissioner Couch motioned to approve the professional services contract and authorize the County Manager to sign the final agreement.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

### **ITEM 16 – CONSENT AGENDA**

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

#### **MOTION**

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (4/28/23, 05/01/23) **(Att. #4 and 5)**
- 2) Budget Amendment – Rodanthe Bulkhead Project
- 3) Public Works – Fuel, Maintenance and Repair Budget Amendment
- 4) Avon Property Owners Association “Fourth of July” 2023 Fireworks Display
- 5) Quitclaim Deed - 48944 NC Hwy 12 – Parcel 026511000 – Buxton Harbor
- 6) Water Dept. NC Div. of Water Resources Local Water Supply Resolution **(Att. #6)**
- 7) Water Dept. NC Div. of Water Resources Water Shortage Response Plan Res **(Att. #7)**
- 8) East Albemarle Regional Library Agreement
- 9) Budget Amendment for Equipment Leases
- 10) Grant Application – Oregon Inlet Construction Admin. Services **(Att.# 8)**
- 11) Grant Application – Hatteras Inlet Construction Admin. Services **(Att.# 9)**
- 12) DC Tourism Board Request Consent Expenditure from Restricted Fund Line Item 4503

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

### **ITEM 17 – BOARD APPOINTMENTS**

- 1) Extra Territorial Jurisdiction (ET) District Town of Nags Head

Commissioner Bateman motioned to appoint Gary Ferguson.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

- 2) Airport Authority

Commissioner House motioned to reappoint George Henderson, Joseph Blakaitis, Walton “Pete” Burkhimer, Jr. and David Crownover for another term.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

- 3) Dare County Waterways Commission

Commissioner Couch motioned to appoint John K. Berquist.

Commissioner House seconded the motion.

VOTE: AYES unanimous

- 4) Roanoke Island Community Center

Commissioner House motioned to reappoint Jonique Lee, Betty Shelby and Clarence Lewis.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

- 5) Game and Wildlife Commission

Commissioner Couch motioned to reappoint Kyle Perry, Missy McPherson, Robert Owens and George Henderson.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

6) Hatteras Community Center

Commissioner Bateman motioned to reappoint George Banks, Dennis Robinson and Jeff Oden.

Commissioner House seconded the motion.

VOTE: AYES unanimous

7) Dare County Transportation Advisory Board

Commissioner Ross motioned to appoint Jenna Wienert, to replace retired Brandi Bohanan, and Steve House to temporary replace Commissioner Jim Tobin.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

8) Upcoming Board Appointments

The upcoming Board appointments for July, August, and September 2023 were announced.

**ITEM 18 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

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

Commissioner Ross

- Nags Head Links Ladies had a drive for the cure for local breast cancer.
- He had recently recorded a short radio announcement for OBX Hotline in support of their campaign against interpersonal violence.
- On June 3<sup>rd</sup> the Virginia Tillet Center sent their 2023 Special Olympic team with chaperones to compete in the summer games. He wished them the very best.
- He congratulated Manteo soccer team.
- He had recently visited the NC Aquarium on Roanoke Island and said it was a great facility with updated exhibits. He encouraged everyone to visit.

Commissioner House

- Mid-Atlantic Fishery Management Council would be meeting June 6, 2023.
- He offered congratulations to the Manteo soccer team for their championship win.
- Special Olympics – 2 bronze one four and one fifth – (results)
- Day in History: The assassination of presidential candidate Robert F. Kennedy on 6/6/1968.

Commissioner Bateman

- He attended the 100<sup>th</sup> birthday in East Lake of Minnie Spruill on May 27<sup>th</sup>.

Commissioner Couch

- Attended the celebration of a convenience store in Kill Devil Hills.
- He had been attending baccalaureate ceremonies with good messages for graduates.
- He congratulated the Manteo soccer team on their recent state win.

Commissioner Couch



- The 120<sup>th</sup> anniversary of the Wright’s first flight was being planned for 2028. He read a resolution to add Katharine Wright to the co-celebration for her contributions.

**MOTION**

Commissioner House motioned to adopt the resolution honoring Katharine Wright and to recognize her birthday to be co-celebrated on National Aviation Day.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous (**Att.#10**)

**Commissioner Tobin**

- Mentioned the Channel out of Oregon Inlet and the little connector channel had been working well. We should be proud of the work performed by Miss Katie.
- He provided an update on his health and announced his tumors had all been reduced by 40%. He would be continuing with chemotherapy for another three months.

Vice-Chairman Overman: Congratulated Julie Anderson for her service pin. He also offered appreciation for the employee of the month recipients, Dustin Peele and Carlee Darsee.

**MANAGER’S/ATTORNEY’S BUSINESS**

Dorothy Hester said the Brightspeed presentation provided good information. She mentioned there would be a Dare County booth at various farmers’ markets this year. A schedule for having a commissioner present was being created.

At the conclusion of the meeting, Vice-Chairman Overman asked for a motion to adjourn.

**MOTION**

Commissioner House motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 1:37 p.m., the Board of Commissioners adjourned until 5:00 p.m., July 17, 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. During the meeting, several agenda items involved public comment and each speaker’s position has been summarized.



*Budget Adjustments for Fiscal Year 2022 Actual Collections of System Development Fees*

**Description**

This item is to adjust budgets to the actual collected amounts for 2022 for system development fees. Budget amendments for the Water Fund and the Water Capital Reserve Fund, as well as an amendment to the Water Capital Projects Fund ordinance for the 2022 Water CIP, are all included for approval. Each adjusts the related budget for transfers of the system development fees for use for capital projects.

**Board Action Requested**

Adopt two budget amendments and one amendment to the capital project ordinance.

**Item Presenter**

David Clawson, Finance Director

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Water Fund					
<u>Revenues:</u>					
Appropriated fund balance E&R	363800	499900	71022	\$16,986	
<u>Expenditures:</u>					
Transfer to Water Capital Projects Fund	364815	590138	71022	\$16,986	

Explanation:  
Water 2022 CIP - adjustment of transfer to actual Sd fees collected.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

(sign in red)

Finance only:

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_

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# DARE COUNTY

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## BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Water Capital Reserve Fund					

Revenues:

Appropriated fund balance E&R - FY 2022	373800	499900		\$534,619
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Expenditures:

Transfer to Water Capital Projects Fund	374820	590138		\$534,619
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Explanation:

Water 2024 Adopted CIP - transfer and identification of water impact fee use for FY2022 actual.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

(sign in red)

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_



**County of Dare, North Carolina  
Capital Project Ordinance  
for  
Approved FY 2022 Water CIP Projects**

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

Section 1           The projects authorized are those per the adopted 2022 CIP approved by the Board with the adoption of the fiscal year 2022 budget.

Section 2           The following budget shall be conducted within the Water Capital Projects Fund (fund #38).

Section 3           The following revenues anticipated to be available to complete the projects are changed as indicated:

Transfer from Water Capital Reserve Fund (E&R)	383090-473700-71022	\$16,986 decrease
Transfer from Water Fund (E&R)	383090-473600-71022	\$16,986 in cease

Section 5           The amount transferred from the Water Capital Reserve Fund is the estimated amount of system development fees collected in fiscal year 2021 and an additional amount to reconcile to actual fees collected for fiscal years 2019 and 2020. These fees are hereby identified as to use by project number per the requirements of a Resolution adopted by the Board on July 1, 2018 and are used for the AMR (automated meter reading) project. This amendment adjusts for the actual 2022 amount.

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

Section 7           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 17<sup>th</sup> day of July, 2023.

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Chairman, Board of Commissioners

[SEAL]

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Cheryl Anby, Clerk to the Board of Commissioners



*Dare County Wilkenson Building Lease*

**Description**

Dare County published a notice informing the public that it plans to lease the 2nd floor of the County-owned Wilkenson Building in Kill Devil Hills to the Department of Transportation for an annual payment of \$6,000.

**Board Action Requested**

Approve lease and authorize signature by the County Manager

**Item Presenter**

Robert Outten, County Manager

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

COUNTY OF DARE

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between, **COUNTY OF DARE**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**WITNESSETH:**

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7, 1999, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18<sup>th</sup> day of January, 2017 and,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Kill Devil Hills, County of Dare**, North Carolina, more particularly described as follows:

**Being ± 1,085 net square feet of office space located at Wilkinson Building 2<sup>nd</sup> Floor, 2601 North Croatan Highway, Kill Devil Hills, Dare County, North Carolina. See Attached Exhibit "A" Floor Plan**

**DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, commencing on the **1<sup>st</sup> day of November, 2023**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31<sup>st</sup> day of October, 2026**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$6,000.00** Dollars per annum, which sum shall be paid in equal monthly installments of **\$500.00** Dollars, said rental to be payable within five (5) days from receipt of invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.



3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the reasonable satisfaction of the Lessee:

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- C. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.
- D. Janitorial services and supplies.
- E. Parking.
- F. All utilities except telephone.
- G. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- H. All fire or safety inspection fees and storm water fee shall be paid by lessor.
- I. All land transfer tax/fees imposed by the County or Town which the space is located.
- J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-Advertised Lease".
- K. If Lessor fails to comply with provisions of paragraph 3 above or the provisions of the attached "Specifications of Non Advertised Lease", Lessee's sole remedy shall be termination after which neither party shall have any further obligation or liability to the other.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term



as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee. Occupation of the premises by Lessee constitutes Lessee's acceptance of the premises. By execution of this lease, Lessee acknowledges compliance with the provisions of this paragraph.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this

lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **P. O. Box 1000, Manteo, North Carolina 27954**. The Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27603**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**[Remainder of page intentionally left blank; signatures on following pages]**



IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSOR:  
COUNTY OF DARE

By: \_\_\_\_\_ (SEAL)  
Robert L. Outten, Dare County Manager

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in the County and for the State aforesaid, do hereby certify that **Robert L. Outten, Dare County Manager**, personally came before me this day and acknowledge the due execution of the foregoing instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission expires \_\_\_\_\_

LESSEE:  
STATE OF NORTH CAROLINA

By: \_\_\_\_\_ (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and the State aforesaid, do certify that \_\_\_\_\_, personally came before me this day and acknowledged that he/she is the Purchasing Director of the Department of Public Safety, State of North Carolina, and that by authority duly given and as the act of the Department, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_ day of \_\_\_\_\_, 2023.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission expires \_\_\_\_\_



SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Internal signage to be customary (directory) to the building that will provide easy identification of the office by the general public. All other signage is to be provided by the Lessor as agreed upon by the County.
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
11. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; storm water fees; land transfer tax; common area maintenance and other building operational costs.
12. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

\_\_\_\_\_  
Signature of the Lessor

\_\_\_\_\_  
Date



NAME	Highway Patrol Office
PIN	
PARCEL	
PERMIT	
EST. COST	
STREET ADDR	
DSTR	
ROUTE	
PUSE	
STYLE	
EXTW/L	
RF STRT	
INT/FIN	
HEAT	
GRADE	
BEDS	
DEPR	
BUSE	
RF CVR	
FLR	
AIR	
BATHS	
AGE	



SCALE 1/8" BLOCKS

1440 sq ft

Exhibit "A"



THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED.

**NON-ADVERTISED LEASE PROPOSAL**

**PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA NON-ADVERTISED- PO-28**

1. NAME OF LESSOR: COUNTY OF DARE  
 2. LESSOR'S AGENT: ROBERT OUTTEN, COUNTY MANAGER

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE:  A. PROPRIETORSHIP  B. PARTNERSHIP  C. CORPORATION  D. GOVERNMENTAL  E. NON-PROFIT  F. \*\*\* (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES  G. OTHER: TAX I.D. # \_\_\_\_\_

MAILING ADDRESS: PO BOX 1000  
 CITY: MANTEO ZIP: 27954  
 PHONE#: 252-475-5811 CELL#: \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)  
 2601 N. CROATAN HWY  
 STREET ADDRESS CITY COUNTY ZIP CODE  
 2601 N. CROATAN HWY KILL DEVIL HILLS DARE 27948

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED  
 A. OFFICE B. WAREHOUSE C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in the State Specifications (form PO-27 if applicable)

**A. DESIRED PROPOSAL**

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	1,085	\$6,000	\$5.53	YES	YES	YES	
WAREHOUSE							
OTHER							
TOTALS			XXXX	XXXX			XXXX

Lessor will provide ( ) employee parking spaces in above proposal at no additional charge to the State.

Comments: Lessor will provide (3) employee parking spaces in above proposal at no additional charge to the State

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL (see NOTE on page #2)

**B. OPTIONAL ALTERNATE PROPOSAL NO. 1**

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES YES/NO	JANITORIAL SERVICES YES/NO	WATER/SEWER YES/NO
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide ( ) clientele parking spaces, ( ) employee parking spaces and ( ) state vehicle parking spaces

Comments:

7. LEASE TERM: \_\_\_\_\_ YEARS 3 BEGINNING DATE: November 1, 2023

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS: None

**NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)**

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, wastepaper and cardboard.

**THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.**

Is the proposed building free of hazardous asbestos?	YES <input checked="" type="checkbox"/> NO _____
Is the proposed building free of hazardous lead paint?	YES <input checked="" type="checkbox"/> NO _____

DEPARTMENT: Department of Public Safety (SHP) DIVISION: \_\_\_\_\_  
 CITY: \_\_\_\_\_ SQUARE FEET: \_\_\_\_\_ AGENT: \_\_\_\_\_  
 DATE: \_\_\_\_\_



LESSOR:

9. ADDITIONAL INFORMATION

10. Is Property To Be Leased Within An Area Designated By Fema To Be In A Flood Prone Area (100 Year, 500 Year)? If So, Please Provide Details Below

11. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?

X YES NO PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

12. This proposal is made in compliance with the specifications furnished by insert agency I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Robert L. Outten Printed Name of Lessor

Signature of Lessor Date

ELECTRONIC DELIVERY INSTRUCTIONS

NON-ADVERTISED PROPOSAL: Questions should be directed to your NC agency contact or to NC State Property Office at: 984-236-0270

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

- 1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the Inside area the following:
\*a. Toilets and lounges
\*b. Entrance and elevator lobbies
\*c. Corridors
\*d. Stairwells
\*e. Elevators and escalator shafts
\*f. Building equipment and service areas
\*g. Stacks, shafts, and interior columns
\*h. Other space not usable for State purposes

\*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT DIVISION: CITY: SQUARE FEET: AGENT: DATE:





*Transportation Department  
SureBus Software License Agreement*

**Description**

SureBus is an all-in-one cloud-based fleet-management software designed to provide cameras via GPS tracking for County vans.

**Board Action Requested**

Approve and authorize County Manager to sign final agreement

**Item Presenter**

Radcliff Hester, Transportation Program Supervisor

# SureBus™ Software License Agreement

This Agreement is made between Dare County Transportation System (the "Licensee") located at 954 Marshall Collins Drive, Manteo, NC 27954 and Fortress Mobile (the "Licensor") with a principal place of business at 3801 Rose Lake Drive, Charlotte, North Carolina 28217.

## 1. DEFINITIONS.

- (a) "Software" means the computer programs and documentation listed and described in Schedule A attached to this Agreement.
- (b) "Install" means placing the Software on a computer's hard disk, CD-ROM or other secondary storage device.
- (c) "Use" means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

**2. GRANT OF RIGHTS.** Licensor hereby grants to Licensee a nonexclusive license to install and use the Software on up to X Amount single-user computers in its possession.

**3. LICENSE TERM.** This License is effective when executed by both parties and the license granted to the Software remains in force for a term of 3 years or until Licensor terminates this License because of Licensee's failure to comply with any of its terms and conditions.

## 4. LICENSE FEES and PAYMENT.

- (1) Licensee agrees to pay Licensor the following license Fees: \$485.00 **Per Vehicle per Year.** License Fees are based on the contract terms (one year, three years, and five years). Fees can be paid by check, ACH or wire; no credit card will be accepted. Fees are due upon invoice receipt.*
- (2) FSI will invoice the Licensee license Fees annually, recurring on start date of Service for the duration of the contract.*
- (3) Full payment must be received prior to start of service.*
- (4) Unless otherwise agreed upon in the order, all payments are due within 30(thirty) days of the date of FSI invoice.*
- (5) The license fees are non-refundable and do not including taxes and the Licensee is responsible for all taxes.*
- (6) Without prejudice to any other rights FSI may have, if FSI has not received payment for any overdue invoices, FSI may charge licensee late fee at the rate*



*of 1% per month.*

**5. TERMINATION.** Licensor shall have the right to immediately terminate this License if Licensee fails to perform any obligation required of Licensee under this License or if Licensee becomes bankrupt or insolvent.

**6. RETURN OR DESTRUCTION OF SOFTWARE UPON TERMINATION.** Upon termination of this License, Licensee shall return to Licensor or destroy the original and all copies of the Software including partial copies and modifications.

**7. TITLE TO SOFTWARE.** Licensor retains title to and ownership of the Software and all enhancements, modifications and updates of the Software.

**8. MODIFICATIONS AND ENHANCEMENTS.** Licensee will make no efforts to reverse engineer the Software or make any modifications or enhancements without Licensor's express written consent.

**9. WARRANTY LIMITATIONS.** THE SOFTWARE IS PROVIDED "AS IS." LICENSOR DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**10. REMEDY LIMITATIONS.** Licensor's entire liability and Licensor's sole and exclusive remedy for breach of the foregoing warranty shall be Licensor's option to either:

- return to Licensee the license fee for the period in which the Software did not perform according to this warranty, or
- repair the defects or replace the Software.

**11. DAMAGE LIMITATIONS.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, AND LICENSOR'S LIABILITY TO LICENSEE FOR ANY OTHER DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR OTHERWISE WILL BE LIMITED TO THE AMOUNT RECEIVED BY LICENSOR FROM LICENSEE AS COMPENSATION FOR THE SOFTWARE DURING THE 36 MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME SUCH CLAIM AROSE.

**12. CONFIDENTIALITY.** Licensee will treat the Software as a trade secret and proprietary know-how belonging to Licensor that is being made available to Licensee in confidence. Licensee agrees to treat the Software with at least the same care as it treats its own confidential or proprietary information.



initial X \_\_\_\_\_ /

~~13. **ARBITRATION.** The parties agree to submit any dispute under this License to binding arbitration under the rules of the American Arbitration Association in the following location: Charlotte, NC. Judgement upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.~~

**14. ATTORNEY FEES.** If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

**15. GENERAL PROVISIONS.**

(a) Complete Agreement: This License Agreement together with all schedules referred to in

this Agreement, all of which are incorporated herein by reference, constitutes the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements, representations and documentation relating to the subject matter of this Agreement.

(b) Modifications: Modifications and amendments to this Agreement, including any exhibit, schedule or attachment hereto, shall be enforceable only if in writing and signed by authorized representatives of both parties.

(c) Applicable law: This License will be governed by the laws of the State of North Carolina.

(d) Notices: All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:

- When delivered personally to the recipient's address as appearing in the introductory paragraph to this License;
- Three days after being deposited in the United States mail, postage prepaid to the recipient's address as appearing in the introductory paragraph to this License; or
- When sent by fax or telex to the last fax or telex number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail or the recipient delivers a written confirmation of receipt.

Any party may change its address appearing in the introductory paragraph to this License by given notice of the change in accordance with this paragraph.

(e) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the parties.

**16. ASSIGNMENT.** The rights conferred by this License shall not be assignable by the Licensee without Licensor's prior written consent. Licensor may impose a reasonable license fee on any



such assignment.

**17. SIGNATURES.** This License shall be signed by Jack Su, CEO, on behalf of Fortress Mobile, and by Robert Outten on behalf of Dare County Transportation System. The License shall be effective once both parties have signed.

LICENSOR  
Fortress Mobile

By: Jack Su / CEO

\_\_\_\_\_ Date \_\_\_\_\_

LICENSEE

Company Name Dare County Transportation System

Authorized Signee \_\_\_\_\_ Date \_\_\_\_\_

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

*Sally DeFosse 6/12/23*



*North Carolina Governors Highway Safety Program (GHSP)  
Local Government Resolution*

**Description**

The Dare County Sheriff's Office requests to be approved to receive an award for the 2024 fiscal year for the Law Enforcement Traffic Safety Grant

**Board Action Requested**

Approve

**Item Presenter**

Sheriff J.D. "Doug" Doughtie





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

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

**A. Federal Provisions**

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
  - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
  - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
  - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
  - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
  - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
  - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
  - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
  - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
  - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
  - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
  - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
  - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 ([www.nhtsa.gov](http://www.nhtsa.gov)) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
  - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



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

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

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

#### 6. Audits.

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

#### 7. Instructions for Lower Tier Certification.

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



suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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



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

#### B. General Provisions

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



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



incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

**14. Out-of-State Travel.**

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

**15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

**16. Conditions for Local Governmental Agencies.**

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

**17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

**18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

**19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

**20. Continued Federal and State Funding.**


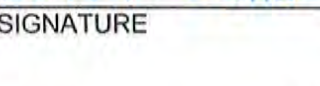

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally



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



- to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
  - (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
  - (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.
27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.
28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
  - (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
  - (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.
30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is June 30, 2024.
31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
Edward J. Scarborough	Captain	Po Box 757 Manteo NC 27954
	DATE	TELEPHONE NUMBER
	6/6/2023	252-475-5705
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
Robert L. Outten	County Manager	Po Box 1000 Manteo NC 27957
	DATE	TELEPHONE NUMBER
		252-475-5811
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
Jeff Deringer	Chief Deputy	Po Box 1000 Manteo NC 27954
	DATE	TELEPHONE NUMBER
	06-14-2023	252-475-9176





*Outer Banks Gun Club Lease*

**Description**

As required by North Carolina General Statute, a public notice was advertised in the May 28th printing of the Coastland Times notifying the public of the Boards intention of renewing the lease agreement with the Outer Banks Gun Club. The lease agreement will begin August 1st, 2023 and end July 31st, 2028. The property being leased is located at 1521 Link Road, Manns Harbor, North Carolina 27953.

**Board Action Requested**

Approve the lease with Outer Banks Gun Club and authorize the County Manager to sign the lease.

**Item Presenter**

Dustin Peele - Project and Procurement Manager

**NORTH CAROLINA**

**DARE COUNTY**

THIS LEASE, made and entered into this 17<sup>th</sup> day of July, 2023 by and between County of Dare, (hereinafter "Landlord") and Outer Banks Gun Club, Inc., (hereinafter "Tenant");

**WITNESSETH:**

For and in consideration of the mutual terms and conditions contained herein Landlord hereby leases and demises unto Tenant, and Tenant hereby rents and leases from Landlord the Leased Premises herein described upon the following terms and conditions:

1. **Leased Premises.** The Leased Premises shall consist of all that lot or parcel of land and improvements thereon located in Dare County, North Carolina, together with all improvements thereon, and being more particularly described as:

See Platt attached

2. **Structures and Equipment.** In addition to the Leased Premises described above, Landlord shall let and lease unto Tenant structures, fixtures and equipment located upon the leased premises.

3. **Term.** The term of this Lease shall commence on the 1st day of August, 2023 and terminate the 31st day of July, 2028.

4. **Rental.** As rental for the said premises, Tenant shall pay unto Landlord the sum of \$1.00 per year, said sum being due in advance, the first rental payment shall be due upon execution and shall continue on the 15<sup>th</sup> day of August each year thereafter.

5. **Taxes.** Tenant shall not be responsible for ad valorem taxes on the real property but shall be responsible for and pay any ad valorem personal property taxes which accrue upon personalty owned or otherwise taxable to Tenant as the same may become due.

6. **Utilities.** Tenant shall be responsible for and pay all utility costs associated with the leased premises, including but not limited to water, telephone, electricity, TV, sewage, internet, and bottled gas (if any).

7. **Insurance.** Tenant shall indemnify and hold harmless Landlord against any and all liabilities loss, damage and expense incurred or suffered by Landlord as a result of failure of Tenant, its agents, or employees, to perform any covenant hereunder or for any accident, injury or damage to personal property occurring upon the Leased Premises from the Tenant's use or occupancy or activities upon the Leased Premises. Tenant shall keep and maintain a policy of liability insurance with aggregate coverage of not less than \$500,000.00. Tenant shall obtain a fire, wind, hail, and extended coverage insurance policy or policies upon any building and improvements upon the premises, together with flood insurance if the property is located in a flood zone in which flood insurance coverage is available. The amount of coverage for such polices of insurance shall be equal to or greater than the fair market value of the buildings and improvements upon the premises. Tenant shall keep and maintain insurance on the contents of the building at tenant's expense.

8. **Repairs and Maintenance.** Tenant shall keep the demised premises in clean and sanitary condition and will keep and maintain all portions of the Leased Premises, including, but not limited to, the plumbing, electrical systems, septic system, HVAC, fixtures, painted surfaces, equipment, fixtures, windows, doors, glass, roofs, grounds and all structures and improvements



from time to time located therein in as good of repair as they are now in. Landlord shall have no maintenance responsibilities or costs.

9. **Improvements and Alterations.** Tenant shall not place any structures upon the premises or make structural improvements or structural alterations to the Leased Premises without the consent of the Landlord. Landlord may withhold such consent at its discretion and for any reason. If such structural improvements are permitted, they shall become a part of the leased premises and shall be the property Landlord upon termination of this lease without cost to or reimbursement from Landlord.

10. **Use of the Premises.** Tenant shall be allowed to use the premises for shooting range purposes only. In no event shall Tenant store any hazardous waste upon the premises or engage in any unlawful activities. Tenant shall operate the premises pursuant to National Rifle Association or other nationally recognized rules or standards for the operation of a shooting range. Tenant's use of the premises is subject to Landlord's right to designate use of the premises for the exclusive use or joint use by law enforcement personnel at such times and for such periods as Landlord shall deem necessary or appropriate. Tenant's use of the premises shall be subject to such other rules, regulations, or ordinances, in effect or adopted from time to time during the term of his lease by Landlord concerning the hours of operation.

11. **Mortgage.** Tenant shall not permit or allow any mortgage, deed of trust, lien or other encumbrance to be placed upon or attached to the property which is the subject matter of this lease.

12. **Default.** Breach of any covenant or condition of this Lease shall be deemed a default by Tenant under this Lease. However, a default (except as to payment of rent or any other sum due to Landlord) as to a matter capable of being cured shall be deemed waived if Tenant, in

good faith commences performance required to cure the same within 10 days after receipt of such notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default and such default is cured within 60 days of notice of default from Landlord.. Tenant shall be deemed in default if Tenant during the term of this Lease should be adjudged bankrupt or insolvent by any Court of competent jurisdiction, a receiver shall be appointed for substantially all of Tenant's assets, or tenant shall fail to comply with any other condition of this lease. Upon default Landlord may, at Landlord's option terminate this Lease and may exercise all remedies available at law or in equity, such remedies are to be cumulative. Tenant shall remain liable for all Tenants' obligations under this Lease and for such loss and damages as Landlord may sustain as a result of Tenant's breach hereof, including reasonable attorney's fees.

13. **Holdovers.** If Tenant shall continue possession after the end of the term of this Lease and such holdover is with the permission of the Landlord, the terms of this Lease shall continue to apply with the exception that the tenancy thus created may be terminated by either party by giving the other party not less than 30 days written notice of the date in which they intend to terminate this Lease.

14. **Notices.** All notices required to be given hereunder shall be by mailing, registered or certified mail, a letter addressed to the Landlord or the Tenant at the address specified below. Either of the parties may change this address by written notice to the other.

**Landlord's address is:**

PO Box 1000

Manteo, NC 27949

Attention: County Manager

**Tenant's address is:**

PO Box 118

Manns Harbor, NC 27953

15. **Sublease.** Tenant shall not be permitted to sublease any or all demised premises without the consent of Landlord. Landlord shall have no obligation to grant consent and may give or withhold its consent for any reason or no reason. In the event that Landlord should approve a sublease, all terms and conditions of the sublease shall be subject to the terms of this lease agreement and shall not relieve the Tenant of any of its obligations under the terms of this lease. Breach of any terms of this agreement by any sub lessee shall be deemed a default by Tenant.

16. **Fire or Other Casualty.** In the event of a loss to the property by fire or any other casualty, wherein the property is damaged to an extent that requires repairs but not sufficiently damaged that the improvements are uninhabitable, Tenant shall make the necessary repairs. Such repairs will be arranged as expeditiously as possible. In the event that the damage to the premises is of a substantial nature such that it leaves the premises uninhabitable (uninhabitable shall mean that the premises are in such a condition that Tenant cannot occupy or use the property for its intended purposes or the property and/or the repairs to the premises shall take more than 30 days to complete), Landlord shall have the option to terminate this lease.

17. **Inspection of the Premises.** Landlord shall have the right to inspect the premises at reasonable times during the term of this lease.

18. **Quiet Enjoyment.** Subject to the other provisions of this Lease, Landlord covenants that Tenant shall be allowed to peaceably and quietly enjoy the Leased premises for the term of this Lease without hindrance or interruption by Landlord or any other person or entity claiming by or through Landlord.



19. **Compliance.** Tenant agrees that at all times it shall remain as nonprofit corporation as defined by the North Carolina General Statutes and shall abide by all provisions of the North Carolina General Statutes applicable thereto. Tenant further agrees that it shall at all times abide by and follow the terms and conditions of its articles of incorporation, bylaws and other rules and that it shall not change its Articles of Incorporation or bylaws without the express written consent of Landlord which consent Landlord may withhold for any reason or no reason. Tenant further agrees that it shall abide by and follow all other governmental statutes, rules and regulations applicable to Tenant or to Tenants use of the property.

20. **Nondiscrimination.** Tenant agrees that membership shall be open to the public and that it shall not discriminate in authorizing membership based upon race, color, creed, sex, or religion, or upon any other characteristic or class protected under the laws of the United States or the State of North Carolina.

21. **Termination.** This lease may be terminated as otherwise provided in this lease or by either party upon 90 days notice to the other. Upon termination, all structures, fixtures and equipment affixed to the premises shall become the property of Landlord without cost or liability to Landlord, except that if termination occurs by other than Tenant's default, any mobile home located upon the premises shall be the property of tenant if removed by Tenant from the premises within 30 days of termination, but if not removed within 30 days of termination, such mobile home shall become the property of landlord without cost or liability to Landlord.

22. **Entire Agreement.** This instrument contains the complete agreement of the parties regarding the terms and conditions of the lease of the demised premises and replaces any other leases or agreements and there are no oral or written conditions, terms or understandings or other agreements pertaining thereto which have not been incorporated herein.

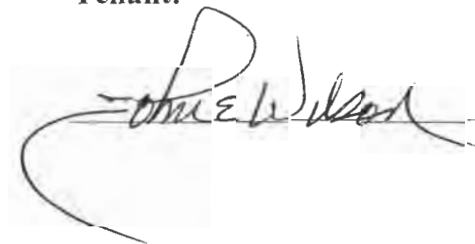
23. **Evacuation Orders.** In the event the Dare County Control Group or other governmental entity shall order a mandatory evacuation due to a hurricane or other potential disaster, Tenant and sub lessee, if any, shall secure the premises, bring inside and secure all outside furniture, furnishings, fixtures, or other items of personal property located on the premises and evacuate the premises.

**IN WITNESS WHEREOF**, parties have hereunto set their hands and seals the day and year first above written.

**Landlord:**

\_\_\_\_\_ (SEAL)

**Tenant:**

 (SEAL)

NORTH CAROLINA, DARE COUNTY

I, a Notary Public for the above named State and County do hereby certify that \_\_\_\_\_ appeared before me this day and acknowledged the execution of the foregoing instrument. WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2023

My commission expires:

\_\_\_\_\_ Notary Public

(NOTARIAL SEAL)

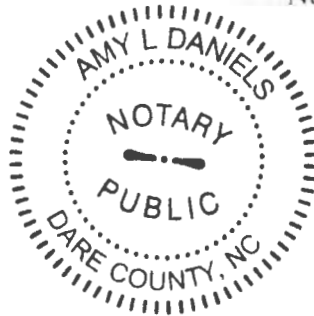
NORTH CAROLINA, DARE COUNTY

I, a Notary Public for the above named State and County do hereby certify that John E. Wilson appeared before me this day and acknowledged the execution of the foregoing instrument. WITNESS my hand and notarial seal, this the 16<sup>th</sup> day of June, 2023.

My commission expires:

03-30-2026 \_\_\_\_\_ Amy L Daniels  
Notary Public

(NOTARIAL SEAL)







*Public Works - Refuse Trucks Budget Amendment*

**Description**

Increase capital outlay funding and related debt proceeds associated with the purchase of three (3) new refuse trucks due to price increase between the time the quote was submitted and the time a Purchase Order will be prepared. Original price was \$1,071,507. The total price for the three trucks will now be \$1,097,534.

**Board Action Requested**

Approve budget amendment

**Item Presenter**

Shanna Fullmer, Public Works Director

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# ***DARE COUNTY***

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## ***BUDGET AMENDMENT***

***F/Y 2023-2024***

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ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

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Revenues:

Expenditures:

Explanation:

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_



*Systel Multi-Function Machine Lease*

**Description**

Systel is a State Contract vendor that supplies Dare County the multi-functioning machines used daily throughout all of Dare County. The new term for the Dare County contract will begin July 1st, 2023 and end June 30th, 2026. At the conclusion of this contract, Dare County will have two (2) additional one (1) year optional renewal periods.

**Board Action Requested**

Approve the lease with Systel and authorize the County Manager to sign the lease.

**Item Presenter**

Dustin Peele - Project and Procurement Manager



## Statement of Work

### Section A. Statement of Work Purpose

This Statement of Work (SOW) is between Dare County (“Agency”) and Systel Business Equipment Co., Inc. (“Vendor”). This SOW is issued under the authority of Statewide Contract ITS-400095, also known as Statewide Contract 920M Managed Print Services, and is subject to all provisions of that contract which is incorporated by reference.

The Agency and Vendor agree to implement a Managed Print Services Program containing the components indicated in Table 1 and defined in Statewide Contract ITS-400095.

Managed Print Services Components Provided Under Contract (indicate Yes for all that apply)			
Implementation and Project Management	YES	Standard and Ad-Hoc Reporting and Documentation	
Change Management		Asset Tracking	
Procurement Services for new Document Output Devices	YES	Managed Print Accounting Services	
Support Services for Legacy and Vendor Provided Document Output Devices	YES	Installation / Move / Change / De-Installation Services	YES
Technical Support / Help Desk Services		Secure Print Services	
End User Training	YES	End of Engagement / Transition Management	
Document Imaging/Scanning Services		MPS related Consulting Services	
Document Workflow Automation Services		Managed IT Services	
Card Readers		Device Level Business Applications	
Coin Op Devices		Other	

Table 1: Managed Print Services Program Components

The objective of the Managed Print Services Program is to provide the agency with cost-effective output devices to meet the departmental requirements.

Vendor will provide devices, full service, and preventative maintenance, all consumables including genuine manufacturer supplies, parts and labor except for paper for the term of this agreement.

### Section B. Term of the Agreement

The initial term of this agreement is 3 year term.

Effective Date – This contract is effective 07/01/2023, or the date the Agency obtains all required signatures. Vendor will not begin work described within this SOW until the agreement is fully executed.

Expiration Date – This agreement expires on 06/30/2026, or until all obligations have been satisfactorily fulfilled, whichever is first.

The contract will have up to two (2), one (1) year renewal options at the end of the 36 month term.

### Section C. Key Resources

The Agency Program Manager and Agency Authorized Representative are designated in Table 2

Agency Program Manager		Agency Authorized Representative	
Name	Dustin Peele	Name	Sally DeFosse
Title / Position	Project and Purchasing Manager	Title / Position	Assistant Finance Director
Phone Number (Office)	252-475-5891	Phone Number (Office)	252-475-5733
Email Address	Dustin.Peele@darenc.gov	Email Address	Sallyd@darenc.gov

Table 2: Agency Key Resources

The Agency Program Manager is responsible for managing the relationship with the Vendor during the agreement, making recommendations to the Agency Authorized Representative for acceptance or rejection of Vendor’s services, and making recommendations to the Agency Authorized Representative for certification of payment of invoices submitted by the Vendor.

The Agency Authorized Representative has the authority to accept or reject the services provided under this SOW and certify for payment invoices submitted by the Vendor.

The Vendor Program Manager is designated in Table 3.

Vendor Program Manager	
Name	Eric Pritchard
Title / Position	Account Manager
Phone Number (Office)	252-489-8511
Email Address	Eric.Pritchard@systemloa.com

Table 3: Vendor Key Resource

The Vendor Program Manager is the single point of contact for the Agency for all matters related to the deployment and ongoing management of the Managed Print Services Program.

Additional key resources that have been identified by the Vendor are designated in Table 4.

Name	Title / Position	Phone Number	Email Address
Ralph Autry	Regional Sales Manager / Back-Up Vendor Program Manager	252-916-6970	RAutry@systemloa.com
Justin Helmer	Regional Service Manager	800-849-1500	Justin.Helmer@systemloa.com
Shane Jordan	Service Technician	800-849-1500	support@systemloa.com
Travis Pangle	Service Technician	800-849-1500	support@systemloa.com

Table 4: Additional Vendor Key Resources

The Agency Program Manager and the Vendor Program Manager agree to meet every quarter to review status of the MPS Program, identify and mitigate risks to the MPS Program, address issues, monitor Vendor performance against established Service Level Agreements, and explore additional opportunities to deliver the target objectives.

**Section D. Target Objectives**

Vendor and Agency have been in a similar engagement for a previous contract which had a mixture of Agency Owned and Vendor Owned technology. Vendor and Agency have worked together to identify areas where there are concerns with existing devices and replacements have already been completed. Vendor will continue to address any concerns identified by Agency and technical support team and where devices fail or no longer perform to manufacturer specifications, replacements will be provided with the same features, functionality, speed, and age. In the event that replacement devices are required, there will be no additional costs associated with replacement unless specified herein.

**Section E. Performance**

The Vendor and Agency agree to the Service Level Agreements (SLAs) and minimum thresholds in Table 5. For every instance during the reporting period of below minimum threshold performance for each SLA, the Vendor shall provide the Agency with a \$50.00 invoice credit. The agreed upon reporting period for the SLAs in Table 6 is monthly, with the Vendor being responsible to track, validate and report the SLAs to the Agency Program Manager within thirty (30) calendar days from the end of a reporting period. Vendor will provide Agency with:

Service Level Agreement	Definition	Minimum Threshold
Document Output Device Uptime	Time Document Output Device managed by Vendor is available for all output options divided by total time during reporting period	99%
Console Device <u>Urban</u> On-Site Response Time (locations within 60 miles of Charlotte, Raleigh, Greensboro, Fayetteville, Asheville, and Rocky Mount)*	Time between service request call being logged with the Vendor and either time service technician arrives on site or the issue is solved through Vendor's phone support	4 business hours
Console Device <u>Non-Urban</u> On-Site Response Time (locations not within 60 miles of Charlotte, Raleigh, Greensboro, Fayetteville, Asheville, and Rocky Mount)*	Time between service request call being logged with the Vendor and either time service technician arrives on site or the issue is solved through Vendor's phone support	6 business hours

## Managed Print Services Agreement

Service Level Agreement	Definition	Minimum Threshold
Desktop Device On-Site Response Time	Time between service request call being logged with the Vendor and either time service technician arrives on site or the issue is solved through Vendor's phone support	8 business hours
Break Fix Resolution	Reported issue will be resolved and the Document Output Device will be fully operational within two business days after the service request call was logged with the Vendor	99%
First Time Fix	No other service calls are placed for the same Document Output Device for the same equipment-related issue (e.g., issue was not due to user error) within 90 calendar days of issue being solved	90% of all service calls
Timely Reporting	Produce agreed upon standard reports within 30 calendar days of the closing of the reporting period	100%
New Device Installation Time	Time between request for new Document Output Device and date the new Document Output Device is installed and operational	20 business days
Asset Tracking Accuracy	Accuracy of asset tracking database within five business days of adding, moving, or removing a managed Document Output Device	100%

Table 6: Service Level Agreements

### Section F. Agency Specific Requirements

Any Agency specific requirements for Managed Print Services shall be documented in this section. The list below contains some examples:

1. Hard drives may be retained by the Agency at the end of the device life for a cost of \$150 per hard drive for devices owned by Vendor. If retaining the hard drive is not required by Agency, Vendor will provide standard hard drive cleaning processes and may provide certification upon request at no charge to Agency.
2. Quarterly review of volume and identify issues or concerns.

### Section G. Vendor Specific Requirements

Any Vendor requirements to implement and support the Managed Print Services Program shall be documented in this section. The list below contains some examples:

1. Meter collection software must be installed and functional for meter collection for all devices included in this agreement.

### Section H. Pricing

MPS Base Service Components	Per Hour	Per Device	Per Seat	Comments
Implementation and Project Management				There are no fees for this component
Change Management				Not applicable
End User Training				End-user training is included
End of Engagement / Transition Management				Not applicable
Technical Support / Help Desk Services				Not applicable
Standard and Ad-Hoc Reporting and Documentation				Not applicable
Asset Tracking				Not applicable
Managed Print Accounting Services				Not applicable
Installation / Move / Change / De-Installation Services		\$45.00/device		For impacted Document Output Devices only
Secure Print Services				Not applicable
Document Imaging/Scanning Services				Not applicable
Document Workflow Automation Services				Not applicable

Managed Print Services Agreement

MPS related consulting services				Not applicable
Managed IT Services				Not applicable
Device Level Business Applications				Not applicable
Coin Op Devices				Not applicable
Card Readers				Not applicable

Table 7: Monthly Base Service Fee Rates

Vendor will charge the Cost per Click Fees based on rates in Table 8 for Agency Owned Legacy Document Output Devices that are included in the scope of the MPS Program.

Device Type		Document Output Device Rated Copies per Minute <sup>1</sup>					
		Less than 30	31 to 60	61 to 90	91 to 120	121 to 150	151 or more
Single Function Document Output Device	Mono	.0324	.0324	.0238			
	Color	.0650	.0650	.0620			
Multifunction Document Output Device	Mono	.0324	.0319	.0238			
	Color	.0620	.0620	.0620			

Table 8: Cost per Click Fee Rates for Agency Owned Legacy Devices

Vendor will charge the Monthly Base Rate Fees and Cost per Click Fees based on rates in Table 9 for Vendor Provided Document Output Devices that are included in the scope of the MPS Program.

Device Type		Document Output Device Rated Copies per Minute <sup>1</sup>					
		Less than 30	31 to 60	61 to 90	91 to 120	121 to 150	151 or more
Single Function (Mono Only)	Monthly Base Fee	NA	NA	NA			
	Cost Per Click - Mono	.0340	.0340	.0340			
Single Function (Color)	Monthly Base Fee	NA	NA	NA			
	Cost Per Click - Mono	.0340	.0340	.0340			
	Cost Per Click - Color	.0650	.0650	.0650			
Multifunction (Mono Only)	Monthly Base Fee	NA	NA	NA			
	Cost Per Click - Mono	.0340	.0340	.0340			
Multifunction (Color)	Monthly Base Fee	NA	NA	NA			
	Cost Per Click - Mono	.0340	.0340	.0340			
	Cost Per Click - Color	.0650	.0650	.0620			

Table 9: Cost per Click Fee Rates for Vendor Provided Devices

**Wide format devices placed on the agreement under this contract will be invoiced at .19 per square ft.**

**Section I. Payment**

Agency will promptly pay the Vendor after the Vendor presents an itemized invoice for the Managed Print Services Program services actually performed and the Agency accepts the invoiced services.

Vendor will invoice Agency monthly based on the service fees specified herein, cost per page and any additional Base Component Service required.



**Section J. Agency Locations**

Vendor shall provide Managed Print Services for the Agency locations in Table 10.

Location Code	Location Name	Street Address	City	State	Zip Code
01	Administration Building	954 Marshall Collins Dr	Manteo	NC	27954
02	Justice Center	962 Marshall Collins Dr	Manteo	NC	27954
03	Detention Center	1044 Driftwood Dr	Manteo	NC	27954
04	Cooperative Extension Office	517 Budleigh St	Manteo	NC	27954
05	Parks and Rec - Lions Club Center	1000 Westscott P[ark Rd	Manteo	NC	27954
06	Dare County Center	950 Marshall Collins Dr	Manteo	NC	27954
07	Dare County Airport	410 Airport Rd	Manteo	NC	27954
08	Dare County Health Clinic	109 Exeter St	Manteo	NC	27954
09	Dare County Socials Services	107 Exeter St	Manteo	NC	27954
10	Dare county Emergency Management	370 Airport Rd	Manteo	NC	27954
11	Dare County Building and Grounds	1037 Driftwood Dr	Manteo	NC	27954
12	Dare County Mosquito Control	138 California Lane	Manteo	NC	27954
13	Skyco Water Plant	359 Water Plant Road	Manteo	NC	27954
14	Dare County Public Works Bldg	1018 Driftwood Dr	Manteo	NC	27954
15	Dare County Sheriffs Dept	410 Ananias Dare St	Manteo	NC	27954
16	EMS Station #7 Crews Quarters	1025 Driftwood Dr	Manteo	NC	27954
17	EMS Station #7 Dare Med Flight	1078 Driftwood Dr	Manteo	NC	27954
18	EMS Station #2	515 Bowerstown Rd	Manteo	NC	27954
19	Thomas A Baum Senior Center	300 Mustian St	Kill Devil Hills	NC	27948
20	Dare County Water Dept	2077 Colington Rd	Kill Devil Hills	NC	27948
21	Dare County Sheriffs - Colington	2089 Colington Rd	Kill Devil Hills	NC	27948
22	EMS Station #1	1632 N Croatan Hwy	Kill Devil Hills	NC	27948
23	Dare County Planning Satellite Ofc/ Environmental Health	2601 N Croatan Hwy	Kill Devil Hills	NC	27948
24	Dare County Water Distribution	600 S Mustian St	Kill Devil Hills	NC	27948
25	Dare County Parks and Rec	602 S Mustian St	Kill Devil Hills	NC	27948
26	Dare County Planning Satellite Ofc / Health Dept/DSS Hatteras Island Ofc	50347 NC Hwy 12	Frisco	NC	27936
27	Cape Hatteras Water Plant	50225 Water Association Rd	Frisco	NC	27936
28	EMS Station #3	50346 NC Hwy 12	Frisco	NC	27936
29	Joseph Mac Midgette Water Plant	23697 NC Hwy 12	Rodanthe	NC	27968
30	EMS Station #6	24297 Atlantic Dr	Rodanthe	NC	27968
31	Dare County Sheriff	50347 NC Hwy 12	Buxton	NC	27920
32	EMS Station #5	5314 S Croatan Hwy	Nags Head	NC	27959
33	Dare County Health Dept	2514 S Croatan Hwy	Nags Head	NC	27959
34	EMS Station #4	28 E Dogwood Tr	Southern Shores	NC	27949
35	Stumpy Point Reverse Osmosis Plant	98 Bayview Dr	Stumpy Point	NC	10980
36	EMS Station #8	6677 Hwy 64/264	Manns Harbor		27953

Table 10: Agency Locations in MPS Program

**Section K. Future Document Output Device Plan**

Document output devices will be maintained in Schedule A, which will be a living document, updated as devices may change throughout the term of the agreement. See Schedule A.

**Section L. Signatures**

Systel Business Equipment Co., Inc.

*J. Michelle Shepard*  
 \_\_\_\_\_  
 Signature  
*J. Michelle Shepard*  
 \_\_\_\_\_  
 Printed Name of Signatory  
 6/15/2023  
 \_\_\_\_\_  
 Date

Dare County

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name of Signatory  
 \_\_\_\_\_  
 Date

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

*Sally Detosse 6/15/23*

	A	B	C	D	E	F	G	H	I	J	K	M		
2	<b>Below units will be upgraded with NEW RICOH DEVICES</b>													
3	#	ID#	Model	Qty.	Make	Product #:	Model	Description:				Price		
4	1	FB611	C3504EX	1	RICOH	417989	IM C3500	<b>35DC44 Admin County Manager Rm 286</b>						
5		MOVING TO Commissioners Replacing DZ675		1		418349		PB3280 PAPER FEED UNIT						
6				1		418337		SR3260 FINISHER						
7				1		418345		BU3090						
8								418600		TYPE M37 FAX OPTION				
9						1		D5133ntused		Surge (existing)				
10	2	FB614	C3504EX	1	RICOH	417989	IM C3500	<b>35DC44 Admin Public Relations RM 111</b>						
11		MOVING TO Sanitation Replacing Dz634		1		418349		PB3280 PAPER FEED UNIT						
12				1		418337		SR3260 FINISHER						
13				1		418345		BU3090						
14								418600		TYPE M37 FAX OPTION				
15						1		D5133ntused		Surge (existing)				
16	3	FB613	C3504EX	1	RICOH	417989	IM C3500	<b>35DC44 Admin Elections RM 187</b>						
17		PICKING UP		1		418349		PB3280 PAPER FEED UNIT						
18				1		418337		SR3260 FINISHER						
19				1		418345		BU3090						
20								418600		TYPE M37 FAX OPTION				
21						1		D5133ntused		Surge (existing)				
22	4	FB610	C3504EX	1	RICOH	417989	IM C3500	<b>35DC44 Admin Finance Rm 215</b>						
23		PICKING UP		1		418349		PB3280 PAPER FEED UNIT						
24				1		418337		SR3260 FINISHER						
25				1		418345		BU3090						
26								418600		TYPE M37 FAX OPTION				
27						1		d5133ntused		Surge (existing)				
28	5	FB596	3555SP	1	RICOH	418825	IM 3500A	<b>35DC44 Admin Human Resources</b>						
29		MOVING TO SHERIFFS OFC CID MANTEO Replacing DZ656		1		418352		PB3300 Paper Tray						
30				1		418337		SR3260 Finisher						
31				1		418345		BU3090 Bridge						
32				1		418871		Fax Option M45						
33						1		D5133ntused		Surge (existing)				
34	6	FB587	C2504EX	1	RICOH	418284	IM C2500	<b>35DC44 Admin Copy Rm Downstairs</b>						
35		MOVING TO EMS TATTION 3 FRISCO Replacing DV949		1		418352		PB3300Paper Tray						
36				1		417589		SR3130 Internal Finisher						
37				1		417510		Fax Option M19						
38								D5133ntused		Surge (existing)				
39	7	FB590	C2504EX	1	RICOH	418284	IM C2500	<b>35DC44 Admin Copy Rm Upstairs</b>						
40		MOVING TO EMS 7 CREWS QTRS Replacing DV978		1		418532		PB3280 Paper Tray						
41				1		418378		SR3250 Internal Finisher						
42				1		418600		Fax Option M437						
43								D5133ntused		Surge (existing)				
44	8	FB594	3555SP	1	RICOH	418825	IM 3500A	<b>35DC44 Admin Transportation</b>						
45		MOVING TO EMERG COMMUNICATIONS Replacing DZ617		1		418352		PB3300 Paper Tray						
46				1		418376		BN3130 Bin Tray						
47				1		418871		Fax Option M45						
48						1		D5133ntused		Surge (existing)				
49	9	FB586	C2504EX	1	RICOH	418284	IM C2500	<b>35DC41 Mapping (Justice Ctr)</b>						
50		MOVING TO EMS STATION 2 MANTEO Replacing DZ624		1		418532		PB3280 Paper Tray						
51				1		418378		SR3250 Internal Finisher						
52				1		418600		Fax Option M437						
53								D5133ntused		Surge (existing)				

	A	B	C	D	E	F	G	H	I	J	K	M
54	10	FB585	C2504EX	1	RICOH	418284	IM C2500	35DC42 Tax Dept Revaluation (Justice Ctr)				
55		MOVING TO EMS DARE MED FLIGHT Replaces EQ991		1		418352		PB3300 Paper Tray				
56				1		418378		SR3250 Internal Finisher				
57				1		418600		Fax Option M37				
58								D5133ntused		Surge (existing)		
59	11	FB593	3555SP	1	RICOH	418825	IM 3500A	35DC40 Tax Collection (Justice Ctr)				
60		MOVING TO DSS FS DAYCARE POD Replaces DZ604		1		100478fng		Cabinet F				
61				1		418376		BN3130 Bin Tray				
62				1		418871		Fax Option M45				
63						1		D5133ntused		Surge (existing)		
64	12	FB601	C3504EX	1	RICOH	417989	IM C3500	35DC39 Register of Deeds RM 165A (Justice				
65		PICKING UP		1		418349		PB3280 PAPER FEED UNIT				
66				1		418337		SR3260 FINISHER				
67				1		418345		BU3090				
68				1		418600		TYPE M37 FAX OPTION				
69						1		D5133ntused		Surge (existing)		
70	13	FB609	3555SP	1	RICOH	418825	IM 3500A	35DC39 Register of Deeds (Justice Ctr)				
71		MOVING TO REGISTER OF DEEDS Replaces DZ661		1		100478fng		Cabinet F				
72				1		418376		BN3130 Bin Tray				
73				1		418871		Fax Option M45				
74						1		D5133ntused		Surge (existing)		
75	14	FB589	C2504EX	1	RICOH	418284	IM C2500	35DC38 Sheriff (Justice Ctr)				
76		MOVING TO EMS STATION 8 MANN'S HARBOR Replacing DZ621		1		418352		PB3300 Paper Tray				
77				1		418378		SR3250 Internal Finisher				
78				1		418600		Fax Option M37				
79								D5133ntused		Surge (existing)		
80	15	FB612	C3504EX	1	RICOH	418300	IM C3500	35DC38 Sheriff (Justice Ctr)				
81		PICKING UP		1		100478fng		Cabinet F				
82				1		418376		BN3130 Bin Tray				
83				1		418600		Fax Option M37				
84						1		d5133ntused		Surge (existing)		
85	16	FB595	3555SP	1	RICOH	417930	IM 3500A	35DC22 Detention Ctr (1044 Driftwood)				
86		MOVING TO EMERG COMM - DISPATCH Replaces EJ300		1		418352		PB3300 Paper Tray				
87				1		418376		BN3130 Bin Tray				
88				1		418871		Fax Option M45				
89						1		D5133ntused		Surge (existing)		
90	17	FA325	3555SP	1	RICOH	417930	IM 3500A	35DC22 Detention Ctr Booking (1044				
91		MOVING TO SHERIFFS COLLINGTON KDH Replaces DZ610		1		418352		PB3300 Paper Tray				
92				1		418376		BN3130 Bin Tray				
93				1		418871		Fax Option M45				
94						1		D5133ntused		Surge (existing)		
95	18	FB597	C3504EX	1	RICOH	418300	IM C3500	35DC44 Admin Planning				
96		PICKING UP		1		418349		PB3280 paper tray				
97				1		418871		Fax Option M45				
98						1		d5133ntused		Surge (existing)		
99	19	FB588	C2504EX	1	RICOH	418284	IM C2500	35DC31 Cooperative Ext (517 Budleigh)				
100		MOVING TO EMD STATION 6 RODANTHE Replaces DV979		1		418352		PB3300 Paper Tray				
101				1		418378		SR3250 Internal Finisher				
102				1		418600		Fax Option M37				
103								D5133ntused		Surge (existing)		
104	20	FB405	C3004EX	1	RICOH	418300	IM C3500	35DC04 Parks & Rec - Buxton				
105		PICKING UP		1		418349		PB3280 Paper Tray				
106				1		418337		SR3260 Finisher				
107				1		418345		BU3090 Bridge				
108				1		418600		Fax Option M37				
109						1		D5133ntused		Surge (existing)		

	A	B	C	D	E	F	G	H	I	J	K	M
110	21	FB409	C3504EX	1	RICOH	418300	IM C3500				35DC16 Parks & Rec - KDH	
111		PICKING UP		1		418349					PB3280 paper tray	
112				1		418376				BN3130 Bin Tray		
113				1		418337				SR3260 Internal Finisher		
114				1		418600				Fax Option M37		
115				1		D5133ntused				Surge (existing)		
116	22	FB598	C3504EX	1	RICOH	417989	IM C3500				35DC28 Parks & Rec (Lions Club Ctr-Manteo)	
117		PICKING UP		1		418349					PB3280 PAPER FEED UNIT	
118				1		418337				SR3260 FINISHER		
119				1		418345				BU3090		
120						418600				TYPE M37 FAX OPTION		
121				1		D5133ntused				Surge (existing)		
122	23	FB578	C4504EX	1	RICOH	418227	IM C4500				35DC43 Dare County Ctr (950 Marshall Collins)	
123		PICKING UP		1		418349					PB3280 paper tray	
124				1		418385				SR3280 Finisher		
125				1		418345				BU3090 Bridge		
126				1		418600				Fax Option M37		
127				1		D5133ntused				Surge (existing)		
128	24	FB410	C3504EX	1	RICOH	417989	IM C3500				35DC17 Adult & Sr Ctr - KDH (Thomas Baum sr	
129		MOVING TO EMS STATION 4 SOUTHERN SHORES Replaces DZ618		1		418349					PB3280 PAPER FEED UNIT	
130				1		418378				SR3250 INTERNAL FINISHER		
131				1		418376				BN3130 INTERNAL SHIFT TRAY		
132				1		418600				FAX OPTION M37		
133				1		D5133ntused				Surge (existing)		
134	25	FB404	3555SP	1	RICOH	418828	IM 3500				35DC27 Enviromental Health - KDH	
135		MOVING TO KDH WATER DEPT Replaces DZ616		1		418352					PB3300 Paper Tray	
136				1		418376				BN3130 Bin Tray		
137				1		418871				Fax Option M45		
138				1		D5133ntused				Surge (existing)		
139	26			FB575	4055SP	1	RICOH	418826	IM 4000			
140		MOVING TO SOCIAL SERVICES FRONT RECP Replaces DZ606		1		418352					PB3300 Paper Tray	
141				1		418871				Fax Option M45		
142				1		D5133ntused				Surge (existing)		
143	27			FB584	C2504EX	1	RICOH	418284	IM C2500			
144		MOVING TO EMS STATION 5 NAGS HEAD Replaces DZ647		1		418352					PB3300 Paper Tray	
145				1		418378				SR3250 Internal Finisher		
146				1		418600				Fax Option M37		
147						D5133ntused				Surge (existing)		
148	28	FB576	4055SP	1	RICOH	418826	IM 4000				35DC12 Health Clinic Front Office (Manteo)	
149		MOVING TO HEALTH DEPT - GEN ADMISSION Replaces DZ613		1		418352					PB3300 Paper Tray	
150				1		418337				SR3260 Finisher		
151				1		418345				BU3090 Bridge		
152				1		418781				Fax Option M45		
153				1		D5133ntused				Surge (existing)		
154	29	FB580	5055SP	1	RICOH	418828	IM 5000				35DC12 Health Clinic Front Office (Manteo)	
155		PICKING UP		1		418352					PB3300 Paper Tray	
156				1		418337				SR3260 Finisher		
157				1		418345				BU3090 Bridge		
158				1		418871				Fax Option M45		
159				1		D5133ntused				Surge (existing)		
160	30	FB579	C4504EX	1	RICOH	418227	IM C4500				35DC12 Health Clinic -General Admin (Manteo)	
161		PICKING UP		1		418349					PB3280 paper tray	
162				1		418385				SR3280 Finisher		
163				1		418345				BU3090 Bridge		
164				1		418600				Fax Option M37		
165				1		D5133ntused				Surge (existing)		



	A	B	C	D	E	F	G	H	I	J	K	M
166	31	FB574	4055SP	1	RICOH	418826	IM 4000	35DC13 Social Services FS Ongoing POD				
167		MOVING TO ADULT CENTER KDH Replaces DZ627		1		418352		PB3300 Paper Tray				
168				1		418871		Fax Option M45				
169				1		D5133ntused		Surge (existing)				
170	32	FB592	3555SP	1	RICOH	418825	IM 3500	35DC13 Social Services CPS POD (Manteo)				
171		MOVING TO PLANNING SATELLITE KDH Replaces DZ660		1		418352		PB3300 Paper Tray				
172				1		418337		SR3260 Finisher				
173				1		418345		BU3090 Bridge				
174				1		418871		Fax Option M45				
175				1		D5133ntused		Surge (existing)				
176	33	FB583	4055SP	1	RICOH	418826	IM 4000	35DC13 Social Services ES Intake POD				
177		MOVING TO SHERIFFS DEPT, MANTEO RECPT Replaces EJ282		1		418352		PB3300 Paper Tray				
178				1		418337		SR3260 Finisher				
179				1		418345		BU3090 Bridge				
180				1		418781		Fax Option M45				
181				1		D5133ntused		Surge (existing)				
182	34	FB582	4055SP	1	RICOH	418826	IM 4000	35DC13 Social Services Mailroom				
183		MOVING TO SHERIFFS DEPT, MANTEO INVEST Replaces EJ281		1		418352		PB3300 Paper Tray				
184				1		418337		SR3260 Finisher				
185				1		418345		BU3090 Bridge				
186				1		418781		Fax Option M45				
187				1		D5133ntused		Surge (existing)				
188	35	FB629	C3504EX	1	RICOH	417989	IM C3500	35DC13 Social Services AS Ongoing POD				
189		MOVING TO SANITATION Replaces DZ634		1		418349		PB3280 PAPER FEED UNIT				
190				1		418378		SR3250 INTERNAL FINISHER				
191				1		418376		BN3130 INTERNAL SHIFT TRAY				
192				1		418600		FAX OPTION M37				
193				1		D5133ntused		Surge (existing)				
194	36	FB581	4055SP	1	RICOH	418826	IM 4000	35DC13 Social Services ES Ongoing POD				
195		MOVING TO COOPERATIVE EXT MANTEO Replaces DZ636		1		418352		PB3300 Paper Tray				
196				1		418337		SR3260 Finisher				
197				1		418345		BU3090 Bridge				
198				1		418781		Fax Option M45				
199				1		D5133ntused		Surge (existing)				
200	37	FB577	4055SP	1	RICOH	418826	IM 4000	35DC13 Social Services AS Case Management				
201		MOVING TO HOME HEALTH MANTEO Replaces DZ611		1		418352		PB3300 Paper Tray				
202				1		418781		Fax Option M45				
203				1		D5133ntused		Surge (existing)				
204	38	FB411	C3504EX	1	RICOH	417989	IM C3500	35DC10 Social Services - FRISCO				
205		PICKING UP		1		418349		PB3280 PAPER FEED UNIT				
206				1		418600		FAX OPTION M37				
207				1		d5133ntused		Surge (existing)				
208	39	FB407	C3504EX	1	RICOH	417989	IM C3500	35DC14 EMS Station 1 KDH				
209		PICKING UP		1		418349		PB3280 PAPER FEED UNIT				
210				1		418378		SR3250 INTERNAL FINISHER				
211				1		418376		BN3130 INTERNAL SHIFT TRAY				
212				1		418600		FAX OPTION M37				
213				1		D5133ntused		Surge (existing)				
214	40	FB599	C3504EX	1	RICOH	417989	IM C3500	35DC21 Emergency Mgmt (Airport rd,				
215		PICKING UP		1		418349		PB3280 PAPER FEED UNIT				
216				1		418337		SR3260 FINISHER				
217				1		418345		BU3090				
218				1		418600		TYPE M37 FAX OPTION				
219				1		D5133ntused		Surge (existing)				

	A	B	C	D	E	F	G	H	I	J	K	M
220	41	FB406	3555SP	1	RICOH	417930	IM 3500A	<b>35DC09 Water Dept -Frisco</b>				
221		MOVING TO Sheriffs Office Frisco Replaces DV951		1		100478fng		Cabinet F				
222				1		418376		BN3130 Bin Tray				
223				1		418871		Fax Option M45				
224				1		D5133ntused		Surge (existing)				
225	42	FB408	C3504EX	1	RICOH	417989	IM C3500	<b>35DC15 Water Dept - KDH</b>				
226		PICKING UP		1		418349		PB3280 PAPER FEED UNIT				
227				1		418378		SR3250 INTERNAL FINISHER				
228				1		418376		BN3130 INTERNAL SHIFT TRAY				
229				1		418600		FAX OPTION M37				
230				1		D5133ntused		Surge (existing)				
231	43	FB600	C3504EX	1	RICOH	417989	IM C3500	<b>Airport Manteo (35DC35)</b>				
232		PICKING UP		1		418349		PB3280 PAPER FEED UNIT				
233				1		418337		SR3260 FINISHER				
234				1		418345		BU3090				
235						418600		TYPE M37 FAX OPTION				
236				1		D5133ntused		Surge (existing)				
237	<b>Below units will be upgraded with New FLEET devices</b>											
238	44	DX943	C305	1	RICOH	C307		35DC44 TAX REVALUATION				
239	45	EA102	C305	1	RICOH	C307		35DC44 TAX COLLECTOR				
240	46	DZ638	4002	1	RICOH	3555		35DC44 Admin Friends of Youth Room 228				
241	47	DZ657	4002	1	RICOH	3555		35DC44 Admin Info Technology, Manteo				
242	48	DZ646	4002	1	RICOH	3555		35DC23 Building and Grounds				
243	49	DZ655	4002	1	RICOH	3555		35DC52 Mosquito Control				
244	50	DV952	4002	1	RICOH	3555		35DC11 Water Dept J Mac Midgette, Rodanthe				
245	51	DZ626	4002	1	RICOH	3555		35DC15 Water Dept - KDH				
246	52	DZ609	4002	1	RICOH	3555		35DC03 Water Dept, Skyco				
247	<b>PICK UP BELOW UNIT</b>			<b>MOVING EXISTING UNIT</b>			<b>DEPT/LOCATION</b>					
248	53	DV949	4002	1	RICOH	FB587	C2504EX	35DC07 EMS Station #3, Frisco				
249	54	DZ618	4002	1	RICOH	FB410	C3504EX	35DC20 EMS Station #4, Southern Shores				
250	55	DZ624	4002	1	RICOH	FB586	C2504EX	35DC34 EMS Station #2, Manteo				
251	56	DZ621	4002	1	RICOH	FB589	C2504EX	35DC36 EMS Station #8, Manns Harbor				
252	57	DV979	4002	1	RICOH	FB588	C2504EX	35DC45 EMS Station #6, Rodanthe				
253	58	DZ647	4002	1	RICOH	FB584	C2504EX	35DC26 EMS Station #5, Nags Head				
254	59	DV978	4002	1	RICOH	FB590	C2504EX	35DC48 EMS #7 Crews Quarters				
255	60	DV955	4002	1	RICOH	EJ282	4054sp	35DC05 Planning Satellite ofc, Frisco				
256	61	DZ636	4002	1	RICOH	FB581	4055sp	35DC31 Cooperative Ext (517 Budleigh)				
257	62	DZ627	4002	1	RICOH	FB574	4055sp	35DC17 Adult & Sr Ctr-KDH (Thomas Baum sr Ctr)				
258	63	DV954	4002	1	RICOH	EJ281	4054sp	35DC06 Health Dept, Frisco				
259	64	DZ611	4002	1	RICOH	FB577	4055sp	35DC37 Home Health & Hospice, Manteo				
260	65	DZ613	4002	1	RICOH	FB576	4055sp	35DC12 Health Dept, General Admission				
261	66	DZ606	4002	1	RICOH	FB575	4055	35DC13 Social Services, Front Reception				
262	67	DZ634	C3503	1	RICOH	FB614	C3504EX	35DC25 Sanitation				
263	68	DZ617	4002	1	RICOH	FB594	3555sp	35DC47 Emergency Communications				
264	69	DZ656	4002	1	RICOH	FB596	3555sp	35DC33 Sheriffs CID Manteo				
265	70	DZ660	4002	1	RICOH	FB592	3555sp	35DC29 Planning satellite Ofc, KDH				
266	71	DZ604	4002	1	RICOH	FB593	3555sp	35DC13 Social Services FS Day Care POD				
267	72	EQ991	C3001	1	RICOH	FB585	c2504ex	35DC46 EMS Dare Med Flight				
268	73	EJ300	4002	1	RICOH	FB595	3555sp	35DC47 Emergency Communications-dispatch				
269	74	DZ616	4002	1	RICOH	FB404	3555sp	35DC18 Water Dept KDH				
270	75	DZ661	4002	1	RICOH	FB609	3555sp	35DC39 Register of Deeds				
271	76	EJ281	4054	1	RICOH	FB582	4055sp	Sheriffs Dept Manteo INVEST.				
272	77	EJ282	4054	1	RICOH	FB583	4055sp	Sheriffs Dept Manteo RECEPTION				



*Tax Collector's Report*

**Description**

April 2023 Releases over \$100  
April 2023 NCVTS Refunds over \$100  
May 2023 Releases over \$100  
May 2023 Refunds over \$100  
May 2023 NCVTS Refunds over \$100  
June 2023 Releases over \$100  
June 2023 Refunds over \$100  
June 2023 NCVTS Refunds over \$100

**Board Action Requested**

Approve

**Item Presenter**

Becky Huff, Tax Collector

Release Report for REAL ESTATE and PERSONAL PROPERTY  
*(Releases over \$ 100 )*

**MONTH: APRIL**

**DATE RANGE: 4/1/2023 - 4/30/2023**

**Submitted By: Becky Huff**

Taxpayer Name	District Code	Parcel #	Bill Year	AR	Reason	Released Value	Released Tax
DONAHUE, FRANCIS L.		831234238	2022	25	BOAT LOCATED IN TN 2021	(16,659.00)	(103.14)
<b>Totals:</b>						<b>(\$16,659.00)</b>	<b>(\$103.14)</b>





## North Carolina Vehicle Tax System

### NCVTS Pending Refund report

April 2023

Payee Name	Address 1	Address 3	Tax Jurisdiction	Change	Interest Change	Total Change
ANDERSON, BONNIE PRINCE	55 HAMMOCK DR	MANTEO, NC 27954	C99	(\$293.20)	\$0.00	(\$293.20)
			T10	(\$252.94)	\$0.00	(\$252.94)
			<b>Refund</b>		<b>\$546.14</b>	
ANDERSON, MICHAEL SPENCER	55 HAMMOCK CT	MANTEO, NC 27954	C99	(\$148.56)	\$0.00	(\$148.56)
			T10	(\$128.16)	\$0.00	(\$128.16)
			<b>Refund</b>		<b>\$276.72</b>	
BERRY, LUCY ROBBINS	PO BOX 241	MANTEO, NC 27954	C99	(\$166.31)	\$0.00	(\$166.31)
			F51	(\$15.20)	\$0.00	(\$15.20)
			S99	(\$41.52)	\$0.00	(\$41.52)
			<b>Refund</b>		<b>\$223.03</b>	
COASTLINE INVESTMENTS LLC	PO BOX 998	NAGS HEAD, NC 27959	C99	(\$196.46)	\$0.00	(\$196.46)
			T14	(\$141.03)	\$0.00	(\$141.03)
			T14MD3	(\$2.45)	\$0.00	(\$2.45)
			<b>Refund</b>		<b>\$339.94</b>	
REILLY, BENJAMIN THOMAS	2617 S PILOT LN	NAGS HEAD, NC 27959	C99	(\$82.42)	(\$4.12)	(\$86.54)
			T14	(\$59.17)	(\$2.96)	(\$62.13)
			<b>Refund</b>		<b>\$148.67</b>	
SIMPSON, TERRY ALLEN	42 HICKORY TRL	SOUTHERN SHORES, NC 27949	OVERPAYMENT	(\$275.96)	\$0.00	(\$275.96)
			<b>Refund</b>		<b>\$275.96</b>	
WALLACE, MELISSA JILL	108 WOODHILL CT	KITTY HAWK, NC 27949	C99	(\$93.18)	\$0.00	(\$93.18)
			T08	(\$61.65)	\$0.00	(\$61.65)
			T08BN	(\$8.14)	\$0.00	(\$8.14)
			<b>Refund</b>		<b>\$162.97</b>	
<b>Refund Total</b>						<b>\$1973.43</b>

Release Report for REAL ESTATE and PERSONAL PROPERTY  
*(Releases over \$100)*

**MONTH: MAY**

**DATE RANGE: 5/1/2023 - 5/31/2023**

**Submitted By: Becky Huff**

Taxpayer Name	District Code	Parcel #	Bill Year	AR	Reason	Released Value	Released Tax
BROWN, JEFFERY RAY		962992000	2022	25	BOAT SOLD	(15,345.00)	(121.62)
<b>Totals:</b>						<b>(\$15,345.00)</b>	<b>(\$121.62)</b>

## Refund Report for Real Estate and Personal Property

(Refunds over \$100)

MONTH: MAY

DATE RANGE: 5/1/2023 - 5/31/2023

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
SURLES, DAN M	030836062	42795	2018	-292.4	Overpayment	5/8/2023
DUNCAN, JAMES D	018601019	25150	2021	-1098.43	Overpayment	5/8/2023
SPLT & CO LLC	006610000	8249	2022	-2997.57	Overpayment	5/8/2023
ISKANDER, PETER	007970017	9773	2022	-459.69	Overpayment	5/8/2023
CARTWRIGHT, GLENN R	011859000	15198	2022	-3250.33	Remove Rental	5/8/2023
BALLANCE, WILLIAM TAYLOR	015959000	21266	2022	-100	Overpayment	5/8/2023
LEE, HEATH WAYNE	018782014	25652	2022	-790.26	Overpayment	5/8/2023
LOOS, RACHEL A	018788208	25777	2022	-1634.67	Overpayment	5/8/2023
TILLET, DAVE T	023509000	31309	2022	-333.08	Overpayment	5/8/2023
HEROUX, ROBERT T	024359000	32382	2022	-680.33	Overpayment	5/8/2023
FRANK, NICHOLAS LEWIS	024410023	32491	2022	-3458.92	Overpayment	5/8/2023
BARNES, DALLAS J	027304000	37733	2022	-2982.98	Overpayment	5/8/2023
DOMITROVITS, MICHAEL J	027385000	37816	2022	-3843.13	Overpayment	5/8/2023
OVERTON, JAMES L JR	027505721	38045	2022	-1020.16	Overpayment	5/25/2023
<b>Total Refunds:</b>				<b>(\$22,941.95)</b>		





# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

May 2023

Payee Name	Address 1	Address 3	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ALBEE, TORREE ANNE	3204 RAYMOND AVE	KILL DEVIL HILLS, NC 27948	C99	Tax	(\$88.11)	\$0.00	(\$88.11)
			T07	Tax	(\$70.40)	\$0.00	(\$70.40)
					<b>Refund</b>		<b>\$158.51</b>
BEASLEY, CHARLIE ROBINSON JR	62 DEERPATH LN	KITTY HAWK, NC 27949	C99	Tax	(\$328.20)	(\$16.40)	(\$344.60)
			T20	Tax	(\$160.45)	(\$8.03)	(\$168.48)
			T20BN	Tax	(\$32.78)	(\$1.64)	(\$34.42)
					<b>Refund</b>		<b>\$547.50</b>
FALACCO CHAPPELLE, PATRINA MARIE	102 TURTLE POND CT	SOUTHERN SHORES, NC 27949	C99	Tax	(\$68.54)	\$0.00	(\$68.54)
			T20	Tax	(\$33.51)	\$0.00	(\$33.51)
			T20BN	Tax	(\$6.85)	\$0.00	(\$6.85)
					<b>Refund</b>		<b>\$108.90</b>
JONES, CHRISTINA PENA	218 SHILOH ST	KILL DEVIL HILLS, NC 27948	C99	Tax	(\$214.33)	\$0.00	(\$214.33)
			T07	Tax	(\$171.25)	\$0.00	(\$171.25)
					<b>Refund</b>		<b>\$385.58</b>
TRENHOLM, ANGELINE MARIE	1133 HARBOUR VIEW DR	KILL DEVIL HILLS, NC 27948	C99	Tax	(\$121.71)	\$0.00	(\$121.71)
			F50	Tax	(\$34.80)	\$0.00	(\$34.80)
			S99	Tax	(\$30.39)	\$0.00	(\$30.39)
					<b>Refund</b>		<b>\$186.90</b>
UNIVERSITY HEALTH SYSTEMS OF EASTERN CAROLINA INC	PO BOX 6028	GREENVILLE, NC 27835	C99	Tax	(\$710.37)	\$0.00	(\$710.37)
			T14	Tax	(\$509.94)	\$0.00	(\$509.94)
					<b>Refund</b>		<b>\$1220.31</b>
						<b>Refund Total</b>	<b>\$2607.70</b>



Release Report for REAL ESTATE and PERSONAL PROPERTY  
*(Releases over \$100)*

**MONTH: JUNE**

**DATE RANGE: 6/1/2023 - 6/30/2023**

**Submitted By: Becky Huff**

Taxpayer Name	District Code	Parcel #	Bill Year	AR	Reason	Released Value	Released Tax
CAPT'N ROLO'S DRUM ROLL CHARTERS		962520000	2022	25	Remove Boats	(19,432.00)	(135.40)
<b>Totals:</b>						<b>(\$19,432.00)</b>	<b>(\$135.40)</b>

## Refund Report for Real Estate and Personal Property

(Refunds over \$100)

MONTH: JUNE

DATE RANGE: 6/1/2023 - 6/30/2023

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
GLADSTEIN, IGOL	018782036	25674	2022	-174.29	Duplicate Bill	6/8/2023
FOGLE, JON C	021389000	28435	2022	-154.79	Remove Rental	6/8/2023
LOGUE, CLARIE BERNADETTE	025694413	35322	2022	-100.61	Remove Rental	6/8/2023
LOGUE, CLARIE BERNADETTE	025694413	35243	2021	-91.46	Remove Rental	6/8/2023
<b>Total Refunds:</b>				<b>(\$521.15)</b>		



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

June 2023

Payee Name	Secondary Owner	Address 1	Address 3	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
DANIELS, KARL BRUCE		168 CHICAHAWK TRL	SOUTHERN SHORES, NC 27949	C99	Tax	(\$189.72)	\$0.00	(\$189.72)
				T20	Tax	(\$92.75)	\$0.00	(\$92.75)
				T20BN	Tax	(\$18.94)	\$0.00	(\$18.94)
				<b>Refund</b>			<b>\$301.41</b>	
GALLEO, LAURA MICHELLE	GALLEO, DARRIN LEE	PO BOX 692	FRISCO, NC 27936	C99	Tax	(\$77.00)	\$0.00	(\$77.00)
				F05	Tax	(\$9.25)	\$0.00	(\$9.25)
				R01	Tax	(\$1.62)	\$0.00	(\$1.62)
				S99	Tax	(\$19.22)	\$0.00	(\$19.22)
<b>Refund</b>			<b>\$107.09</b>					
JENNINGS, WILLIAM JOSEPH		20 FOXWOOD CIR	SOUTHERN SHORES, NC 27949	C99	Tax	(\$158.00)	\$0.00	(\$158.00)
				T20	Tax	(\$77.25)	\$0.00	(\$77.25)
				T20BN	Tax	(\$15.78)	\$0.00	(\$15.78)
				<b>Refund</b>			<b>\$251.03</b>	
MANN, EUGENE EARL JR		501 W EDEN ST	KILL DEVIL HL, NC 27948	C99	Tax	(\$55.75)	\$0.00	(\$55.75)
				T07	Tax	(\$44.55)	\$0.00	(\$44.55)
				<b>Refund</b>			<b>\$100.30</b>	
MAPLES, DARRELL WAYNE SR	MAPLES, PAMELA BAYLISS	807 BACK BAY RD	MANTEO, NC 27954	C99	Tax	(\$122.18)	\$0.00	(\$122.18)
				T10	Tax	(\$105.40)	\$0.00	(\$105.40)
				<b>Refund</b>			<b>\$227.58</b>	
SMITH, TEANA DOUGHTIE		4613 CARRIGE DR	VIRGINIA BEACH, VA 23462	C99	Tax	(\$100.00)	\$0.00	(\$100.00)
				T14	Tax	(\$71.79)	\$0.00	(\$71.79)
				<b>Refund</b>			<b>\$171.79</b>	
WEAVER, DONALD WAYNE		2900 S LOST COLONY DR	NAGS HEAD, NC 27959	C99	Tax	(\$94.86)	\$0.00	(\$94.86)
				T14	Tax	(\$68.09)	\$0.00	(\$68.09)
				<b>Refund</b>			<b>\$162.95</b>	
<b>Refund Total</b>								<b>\$1322.15</b>



*Amendment to Capital Project Ordinance & Budget Amendment for Final FY 2023 System Development Fees*

**Description**

The transfer of water system development fees for water capital projects is based on estimates at the time the CIP is adopted. The following items adjust the budgets for the final amounts of FY 2023 water system development fees used for the FY 2023 water CIP.

**Board Action Requested**

Adopt the amendment to the water capital projects ordinance for the FY 2023 CIP and adopt the budget amendment for the water capital reserve fund.

**Item Presenter**

David Clawson, Finance Director



**County of Dare, North Carolina**  
**Capital Project Ordinance**  
**for**  
**Approved FY 2023 Water CIP Projects**

BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance originally adopted on May 16, 2022, is hereby amended:

Section 1           The projects authorized are those per the adopted 2023 CIP approved by the Board with the adoption of the fiscal year 2023 budget and this amendment is to adjust the project budget for the final FY 2023 system development fees revenue.

Section 2           The following budget shall be conducted within the Water Capital Projects Fund (fund #38).

Section 3           The following revenues anticipated to be available to complete the projects are changed as indicated:

Transfer from Water Capital Reserve Fund (E&R)	383090-473700-71023	\$40,291 increase
Transfer from Water Fund (E&R)	383090-473600-71023	\$40,291 decrease

Section 4           The amount transferred from the Water Capital Reserve Fund is the estimated amount of system development fees collected in fiscal year 2023. These fees are hereby identified as to use by project number per the requirements of a Resolution adopted by the Board on July 1, 2018 and are used for the AMR (automated meter reading) project.

Section 5           The Finance Officer is directed to report the financial status of the project as a part of the normal monthly 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 17<sup>th</sup> day of July, 2023.

---

Chairman, Board of Commissioners

[SEAL]

---

Cheryl Anby, Clerk to the Board of Commissioners

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Water Capital Reserve Fund					
<u>Revenues:</u>					
Appropriated fund balance	373800	499900		\$40,291	
<u>Expenditures:</u>					
Transfer to water capital projects fund for FY 2023 water CIP	374820	590138		\$40,291	

Explanation:

To adjust transfer to capital project fund to the actual amount of FY 2023 system development fees.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_



*Water Department NCDOT Three Party Right of Way Encroachment Agreement*

**Description**

The Dare County Water Department is requesting that the NCDOT Three Party Right of Way Encroachment Agreement be approved for Sea Gull Street Homeowners Association water line relocation and for Kellogg Supply Company waterline extension.

**Board Action Requested**

Approval of NCDOT Three Party Right of Way Encroachment Agreement.

**Item Presenter**

William Nash

DEPARTMENT OF TRANSPORTATION

THREE PARTY RIGHT OF WAY  
ENCROACHMENT AGREEMENT ON  
PRIMARY AND SECONDARY SYSTEM

-AND-  
Gus Gusler, Attorney for Sea Gull St. Homeowners  
812 W. Johnson St., Raleigh, NC 27605

-AND-  
Dare County Water Department  
600 Mustian St., Kill Devil Hills, NC 27948

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Transportation, party of the first part; and \_\_\_\_\_ party of the second part; and \_\_\_\_\_ party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) NC Hwy 12, located approximately 0.33 mile north of the intersection of NC Hwy 12 roundabout for Jug Handle Bridge

with the construction and/or erection of: 956 l.f. of 6" watermain replacement w/ 5 l.f. of 2" watermain along the western extents of NC Hwy 12 parallel to Sixteenth of August St.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.



During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
DIVISION ENGINEER

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Gus Gusler, Attorney for Sea Gull St. Homeowners  
812 W. Johnson St., Raleigh, NC 27605  
\_\_\_\_\_

Second Party

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Third Party

ROUTE Driftwood Dr. (SR 1118) PROJECT Kellogg Door Shop Fire Hydrant extension COUNTY OF STATE OF NORTH CAROLINA  
Dare

DEPARTMENT OF TRANSPORTATION

THREE PARTY RIGHT OF WAY  
ENCROACHMENT AGREEMENT ON  
PRIMARY AND SECONDARY SYSTEM

-AND-  
Kellogg Supply Company, Inc.

P.O. Box 99, Manteo, NC 27954

-AND-

Dare County Water Department

600 Mustian St., Kill Devil Hills, NC 27948

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Transportation, party of the first part; and \_\_\_\_\_

\_\_\_\_\_ party of the second part; and \_\_\_\_\_

\_\_\_\_\_ party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) Driftwood Dr. (SR 1118), located approximately 0.3 mile west of the intersection of Harriot St./Driftwood Dr.

with the construction and/or erection of: 540 l.f. of 6" watermain extension from Driftwood Dr. to 1021 Driftwood Dr. (address approximate)

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.



During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
DIVISION ENGINEER

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Joe Gaca, Kellogg Supply Company, Inc.  
\_\_\_\_\_  
P.O. Box 99, Manteo, NC 27954  
\_\_\_\_\_  
Second Party

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Third Party



*Health & Human Services-Public Health Division  
Community Linkages to Care for Overdose Prevention and Response Grant*

**Description**

The Public Health Division has received continued funding from the NC Division of Public Health to continue the Community Linkages for Care for Overdose Prevention & Response grant. The purpose of this grant is to continue to implement its approved core strategies for community-based programs to prevent fatal and non-fatal opioid overdoses, increase access and linkages to care services for the most vulnerable populations, and build local capacity to respond to the overdose crisis in North Carolina. Funding will be used to maintain and support the syringe services program, increase the connection of justice involved persons to care and to maintain and expand the post overdose response.

Also received a revision of additional funding to purchase and distribute additional supplies for overdose prevention and harm reduction.

**Board Action Requested**

Approve Budget Amendment

**Item Presenter**



# ***DARE COUNTY***

## ***BUDGET AMENDMENT***

***F/Y 2023-2024***

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u> Health & Human Services-Public Health					
<u>Revenues:</u>					
State/Federal - CLC for OD Prevention	103027	424207	56007	\$37,000	
<u>Expenses:</u>					
Contract Services-CLC	104600	510700	56007	\$3,000	
Telephone-CLC	104600	511100	56007	\$350	
Supplies-CLC	104600	513300	56007	\$30,650	
Operating-CLC	104600	513400	56007	\$1,500	
Travel-CLC	104600	525100	56007	\$1,500	

Explanation:

Continued Funding for the Community Linkage to Care for OD Prevention Grant.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

(sign in red)

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_

# Division of Public Health Agreement Addendum FY 23-24

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

CDI / Injury and Violence Prevention Branch

**Local Health Department Legal Name**

**DPH Section / Branch Name**

491 CLC Core Strategies: Community Linkages to  
Care for Overdose Prevention and Response

Amanda Isac, 919-707-5372,  
Amanda.isac@dhhs.nc.gov

**Activity Number and Description**

**DPH Program Contact**  
(name, phone number, and email)

06/01/2023 – 08/31/2023

**Service Period**

**DPH Program Signature**

**Date**

(only required for a negotiable Agreement Addendum)

07/01/2023 – 09/30/2023

**Payment Period**

- Original Agreement Addendum  
 Agreement Addendum Revision # \_\_\_\_\_

**I. Background:**

The number of all intents poisoning deaths in North Carolina (NC) has increased by more than 106% since 2010, from 1,201 to 2,479 in 2019. Additionally, in 2019, there were over 12,000 hospitalizations and over 38,000 Emergency Department (ED) visits related to medication and drug poisoning. The percent of unintentional medication and drug overdose deaths involving multiple substances is on the rise, and there are continued increases not only in opiate-involved overdose deaths, but also stimulant-involved overdose deaths. Fentanyl is now infiltrating both opiate and stimulant products, which may be adding to the potency of these products, and in turn, leading to increased risk of unintentional overdose deaths.

Governor Roy Cooper launched the NC Opioid Action Plan in 2017, which was updated and released as the NC Opioid Action Plan 2.0 in June 2019 and most recently updated to the Opioid and Substance Use Action Plan 3.0 in May 2021.<sup>1</sup> The NC Opioid and Substance Use Action Plan advances various strategies for overdose prevention and response, including prevention, connections to care, and harm reduction. The Plan highlights a specific strategy of addressing non-medical drivers of health, or social determinants of health. These non-medical drivers of health are often associated with exacerbated health disparities and contribute to the disproportionate impact of the overdose epidemic on people who may be housing insecure or experiencing homelessness, have lack of access to employment or transportation, have lower socio-economic status, or are part of a historically marginalized population (African Americans, Latinx, Native Americans/American Indians, Immigrants, Refugees, and LGBTQ people).

<sup>1</sup> <https://www.ncdhhs.gov/about/department-initiatives/opioid-epidemic/north-carolinas-opioid-action-plan>


4/17/23  
 \_\_\_\_\_  
 Health Director Signature (use blue ink or verifiable digital signature) Date

LHD to complete: [For DPH to contact in case follow-up information is needed.]	LHD program contact name: <u>Roxana Ballinger</u> Phone and email address: <u>252.475.5619 roxana.ballinger@darenc.gov</u>
---	---

**Signature on this page signifies you have read and accepted all pages of this document.** Template rev. July 2022

The Injury and Violence Prevention (IVP) Branch under the NC Division of Public Health (DPH), Chronic Disease and Injury (CDI) Section works to identify, implement, and support evidence-based and emerging prevention and response strategies in injury and violence, including drug poisoning and overdose.

In 2019, North Carolina was awarded Centers for Disease Control and Prevention (CDC) funding via the *Injury Prevention and Control Research and State and Community Based Programs - Overdose Data to Action* grant. This grant enabled the IVP Branch to release a Request for Applications (RFA) entitled *Community Linkages to Care for Overdose Prevention and Response for Local Health Departments and Districts*. This initiative enables those local health departments and districts selected by the IVP Branch (from the RFA responses) to implement community-based strategies to prevent fatal and non-fatal opioid overdoses, increase access and linkages to care services for the most vulnerable populations, and build local capacity to respond to the overdose crisis in NC. The three approved core strategies are to (1) develop or expand one or more syringe services programs; (2) connect justice-involved persons to care; and (3) establish post-overdose response teams. Through each of these strategies, local health departments and districts should include efforts to decrease health disparities among people who use drugs.

## II. **Purpose:**

This Agreement Addendum enables the Local Health Department to continue to implement its approved core strategy or strategies for community-based programs to prevent fatal and non-fatal opioid overdoses, increase access and linkages to care services for the most vulnerable populations, and build local capacity to respond to the overdose crisis in North Carolina.

## III. **Scope of Work and Deliverables:**

The Local Health Department shall:

1. **Staff:** Provide any contact information updates within 30 days, if there is a change, including vacancy, for the staff member that was designated under Activity 491 Agreement Addendum for FY 21-22. This staff member is responsible for carrying out all duties outlined in this Agreement Addendum. These updates are to be shared with the DPH Program Contact via email.
2. **Perform an updated evaluation of community activities for overdose prevention:** Compile the county or district evaluation data for mid- and end-of-Service Period reporting and provide these data reports to DPH. The Local Health Department shall provide data via an online survey administered by DPH on drug overdose strategies implemented in its community.
3. **Continue to implement the strategy or strategies** proposed in its RFA response and **accepted by the IVP Branch in November 2019**. The following is the complete list of strategies presented in IVP's RFA:
  - a. **Maintain or expand one or more syringe services programs (SSPs)** through a host organization that has experience working with people directly impacted by drug use. This organization may be a community-based non-profit organization, a faith-based organization, another local health department, a human services department, a pharmacy, or other entity with relevant experience. All new SSPs must collaborate on program development and implementation with an active, registered SSP. A list of SSPs in North Carolina is available at <https://www.ncdhhs.gov/divisions/public-health/north-carolina-safer-syringe-initiative/syringe-exchange-programs-north>. The following list of activities are supported in this Agreement Addendum:

1. Maintain internal capacity to deliver SSP services:
  - a. Hire SSP staff, peers/outreach workers, administrative personnel, case managers, and other roles to support program services and operations.
  - b. Train SSP staff and participants in first aid, CPR, wound care, safer use practices, rapid testing for communicable/blood-borne diseases, and related harm reduction and disease prevention practices.
  - c. Purchase eligible SSP and wound care supplies, such as biohazard disposal containers, safer use supplies, alcohol swabs, gauze, bandages, hygiene products, barrier methods for sexual health, bags, food, naloxone, and syringes only to be used with the intramuscular administration of naloxone. Drug checking supplies or tools for the purpose of harm reduction and overdose prevention, such as fentanyl test strips or mass spectrometers, are now allowed (as of AA 491 for FY23). Cookers, intravenous syringes, intramuscular syringes not used for naloxone administration, and all medications other than naloxone are not allowed to be purchased.
  - d. Develop comprehensive support programs within the SSP, such as harm reduction-based support groups, peer navigation to identify participant needs and enroll in local services accordingly, and other methods to ensure connection to appropriate care services.
2. Continue to build an extensive referral network:
  - a. Develop processes and infrastructure to provide all required and recommended SSP services under North Carolina law (G.S. 90-113.27), including naloxone access and hepatitis/HIV testing services.
  - b. Develop processes and infrastructure to provide additional referral services, such as connections to treatment providers, housing, transportation, employment, recovery, and related care services.
- b. **Connect justice-involved persons to care**, including harm reduction, social/health services, treatment, and recovery services. The following list of activities are supported in this Agreement Addendum:
  1. Educate incarcerated people and their loved ones on harm reduction strategies before release, including but not limited to training on overdose prevention planning and on overdose recognition and response with naloxone.
  2. Develop a program for take-home naloxone distribution for people upon release.
  3. Establish reentry programs to link or refer people to care services once released from incarceration and provide care service referrals, focusing on individuals with substance use disorder.
  4. Develop a comprehensive medication-assisted treatment (MAT) or medications for opioid use disorder (MOUD) program in the jail/detention center setting.
- c. **Maintain post-overdose response teams** led by Emergency Medical Services (EMS) and/or a community-based organization with experience working with people directly impacted by drug use to prevent repeat overdose and connect those who have experienced a non-fatal overdose to harm reduction, social and health services, treatment and recovery supports, including housing or employment. The following list of activities are supported in this Agreement Addendum:
  1. Engage people with lived experience, those in recovery, and other harm reduction specialists in the planning, implementation, and evaluation of the post-overdose response team program.



2. Develop a referral list to include:
  - a. Harm reduction organizations including syringe services programs,
  - b. Social/health services including housing, employment, and transportation, and
  - c. Treatment and recovery supports.
3. Define roles and responsibilities for each member of the post-overdose response team.
4. Determine or refine a process to share information on overdose patients with the outreach staff.
5. Develop a clear process to follow-up with patients who have experienced an overdose, including initial response and frequency of additional outreach.

**4. Uphold the following performance standards:**

- a. Ensure that program design, implementation and evaluation efforts are promoting health equity such as specific outreach to underserved communities and engagement with historically marginalized populations.
- b. Ensure that all activities are culturally sensitive, linguistically appropriate, and at an appropriate comprehension level to accommodate stakeholders of varying harm reduction and overdose prevention backgrounds.
- c. Use data to identify priority populations within the county for program strategies and activities.
- d. Engage priority populations, such as those with lived experience, those directly impacted by drug use, and people who currently use drugs, in planning, implementing and/or evaluating program strategies and activities.
- e. Obtain written preapproval on language for all materials intended for the public (digital or printed) by submitting the materials to the DPH Program Contact for **at least a two-week review** before publication to ensure non-stigmatizing messaging and consistent messaging across local health departments and districts participating in Activity 491.
- f. Ensure that all trainings are conducted by appropriately trained individuals with experience in harm reduction principles, community outreach, and naloxone administration.
- g. Collect appropriate evaluation data from training and presentation participants to assess knowledge gains and effectiveness of training sessions or presentations.
- h. Provide opportunities for staff and partners to learn about health equity and social determinants of health, and apply these concepts to program design, implementation, and evaluation.
- i. Partner with organizations, agencies and/or community groups that deliver services that support the social determinants of health needs of participants.

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

The Local Health Department shall:

**1. Performance Measures:**

- a. In the event of a staff change, train the newly hired or appointed designated staff person to implement the strategy or strategies proposed in its RFA response and accepted by the IVP Branch in November 2019 and adjusted and approved by IVP throughout the service history within the first month of hiring or appointing to the role.
- b. Update your list of community resources which should include project partners, harm reduction services, treatment providers, social service providers (e.g. transportation, housing, vocational,

- food); and add at least three additional contacts that focus on the social determinants of health or health equity by the end of the Service Period.
- c. Incorporate participant feedback to refine any program assessment tools for each selected strategy. These tools should collect information directly from participants about how to improve service delivery and adjust strategy implementation. Include a copy of the tools and any preliminary results in the final progress report.
  - d. Collect information about the number of staff and community partners who received training on health equity and/or social determinants of health.
  - e. Develop a data tracking process to collect key metrics for each selected strategy. The following lists the required key metrics for each strategy:
    1. Maintain and expand syringe services programs (SSPs)
      - a. Number of unique individuals served by the syringe services program
      - b. Number of total contacts the program had with all participants
      - c. Number of syringes dispensed by the program in the past reporting period
      - d. Number of syringes returned to the program in the past reporting period
      - e. Number of naloxone kits distributed through the SSP
      - f. Number of overdoses reversed with naloxone that have been reported to the program
      - g. Challenges to completing project goals, strategies for overcoming these challenges, and lessons learned from engaging in the work.
    2. Connect justice-involved persons to care
      - a. Number of naloxone kits distributed by the program
      - b. Number of reported overdose reversals using naloxone among justice-involved persons
      - c. Number of unique individuals served
      - d. Number of total contacts with all participants
      - e. Challenges to completing project goals, strategies for overcoming these challenges, and lessons learned from engaging in the work.
    3. Maintain EMS-led or community-led Post-Overdose Response Teams (PORT)
      - a. Number of naloxone kits distributed by the program
      - b. Number of referrals made to obtain naloxone from another source
      - c. Type of organizations suggested for naloxone referrals (e.g. pharmacy, LHD, SSP)
      - d. Number of unique individuals served by the Post-Overdose Response Team
      - e. Number of total contacts with all participants of the program
      - f. Number of overdoses reversed with the take-home/leave-behind naloxone kits that have been reported to the program
      - g. Number of people the program referred to treatment for substance use disorders and/or mental health services
      - h. Challenges to completing project goals, strategies for overcoming these challenges, and lessons learned from engaging in the work.

## 2. Reporting Requirements:

- a. **Administrative Calls and Verbal Reports:** Schedule a meeting with the DPH Program Contact, no later than July 15, 2023, to review the progress and lessons learned. The verbal reports will be conversational, and notes will be recorded by the DPH Program Contact. The meeting will consist of:
  1. Program highlights and overall progress to date
  2. Overview of engaged partners and referral network
  3. Review of participant engagement for each selected strategy
  4. Summary of challenges and lessons learned
  5. Overview of fiscal performance and budgeting considerations
- b. **Qualtrics Written Reports:** Provide the final activity report outlining progress on all performance measures and deliverables to the DPH Program Contact no later than September 15, 2023. The reporting will be issued via Qualtrics by the DPH Program Contact and will include the following components:
  1. Summary of implemented activities, accomplishments, and work to prevent fatal and non-fatal opioid overdoses and build local capacity to respond to the overdose crisis in North Carolina
  2. List of engaged partners for each major activity with key collaborations highlighted
  3. Details of how priority populations, such as those with lived experience, those directly impacted by drug use, and people who currently use drugs, have been engaged in the planning, implementation, and evaluation of activities to reduce overdose
  4. Completed data for metrics specific to the chosen strategy or strategies
  5. Summary of lessons learned, including a description of challenges, methods for overcoming challenges, and any potential barriers that are anticipated
  6. Summary of sustainability efforts or plans to continue the work as outlined
  7. Copies of developed or adopted policies, protocols, educational materials, presentations, training materials, and related outputs as attachments to demonstrate evidence of implemented activities
  8. List of outcomes associated with activities and outputs, to date, and/or expected outcomes from said activities related to these efforts.

## V. Performance Monitoring and Quality Assurance:

The IVP Branch shall maintain contact via email and telephone to monitor programmatic and fiscal performance. The DPH Program Contact will monitor the performance based on information contained in project reports, including supporting evidence such as summaries, methods descriptions, sign-in sheets, examples of completed activities, sample policies or educational materials. The DPH Program Contact will follow up with the Local Health Department via email or phone as needed for consultation and project improvement.

If the Local Health Department is deemed out of compliance, the DPH Program Contact shall make every effort to work with the Local Health Department to produce a corrective action plan. The Local Health Department shall report evaluation data to DPH in accordance with the timeframes and quality standards outlined. Failure to comply with the requirements listed above may result in a decrease in funding or removal from consideration for future funding for related activities.

## VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
  
2. Funds may **not** be used for:
  - a. Cookers, all medications other than naloxone, and any syringes not used for naloxone administration
  - b. Clinical care or any direct medical service.
  - c. Prescription drug take-back programs including medication drop-boxes, take-back events, or disposal of medications.
  - d. Purchasing vehicles or paying down existing mortgages and/or other loans.
  - e. Capital expenses, new construction or renovation of facilities, or equipment.
  - f. Any type of research.
  - g. Match funding on other federal awards or duplicate expenses covered by other federal sources.
  - h. Lobbying (publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body).
  
3. Funds may be used for:
  - a. Full-time salaries, stipends, and other wages for program staff and other supporting positions, such as peers, outreach workers, linkage-to-care navigators, case managers, administrators, contractors, and volunteers.
  - b. Costs associated with program implementation, linkage to care, and participant engagement, such as offering phone cards, cell phones, start-up expenses, application fees, and related expenses.
  - c. Renting equipment, such as leasing vehicles, for mobile outreach and delivery of services and mileage reimbursement.
  - d. Transportation-related needs through items such as bus vouchers, ride-share services, cab gift cards, or other partnerships to support linkages to care.
  - e. Housing-related needs, such as short-term move-in deposit, rental, or utility assistance for those who use drugs, are in recovery, or are transitioning from residential treatment or incarceration.
  - f. Syringe services program care supplies, syringes only to be used with the intramuscular administration of naloxone, alcohol swabs, gauze, band aids, hygiene products, bags, and food.



Drug checking supplies or tools, such as mass spectrometers or fentanyl test strips, for the purpose of harm reduction and overdose prevention are allowed.

- g. Training and technical assistance for harm reduction skills and expertise.
- h. Attending trainings and conferences related to program implementation.
- i. Subcontracts, developing memoranda of understanding, or utilizing another form of demonstrated commitment with partners for technical assistance, trainings, or direct support.

**FY24 - FAS**

federal award supplement

Activity Nbr + Name: **491** CLC Core Strategies: Community Linkages to Care for Overdose Prevention and Response  
 FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.  
 CFDA Nbr + Name: **93.136** Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response  
 Is award R&D?: **NO** FAIN: **NU17CE925024** IDC rate: **n/a** Fed awd total amt: \$ **7,003,731**

Fed award project description: North Carolina's Cooperative Agreement for Emergency Response: Public Health Crisis Response

Fed awd date + awarding agency: 08-12-19 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	FSVHYUU13NC5	\$ 29,000	\$ 29,000	Jackson	X7YWWY6ZP574		
Albemarle	WAAVS51PNMK3	\$ 29,000	\$ 29,000	Johnston	SYGAGFDHYR7		
Alexander	XVEEJSNY7UX9			Jones	HE3NNNUE27M7		
Anson	PK8UYTSNJCC3			Lee	F6A8UC99JWJ5		
Appalachian	CD7BFHB8W539	\$ 24,000	\$ 24,000	Lenoir	QKUF37VPGH6		
Beaufort	RN1SXF4DLXN6			Lincoln	UGGQGSKBGJ5		
Bladen	TLCTJWDJH1H9			Macon	LLPJBC6N2LL3		
Brunswick	MJBMXLN9NJT5			Madison	YQ96F8BJYTJ9		
Buncombe	W5TCDKMLHE69	\$ 29,000	\$ 29,000	MTW	ZKK5GNRNBBY6	\$ 14,000	\$ 14,000
Burke	G855APCNL591			Mecklenburg	EZ15XL6BMM68	\$ 23,000	\$ 23,000
Cabarrus	RXDXNEJKJFU7	\$ 9,000	\$ 9,000	Montgomery	E78ZAJM3BFL3		
Caldwell	HL4FGNJNGE97			Moore	HFNSK95FS7Z8		
Carteret	UC6WJ2MQMJS8			Nash	NF58K566HQM7		
Caswell	JDJ7Y7CGYC86			New Hanover	F7TLT2GMEJE1		
Catawba	GYUNA9W1NFM1	\$ 29,000	\$ 29,000	Northampton	CRA2KCAL8BA4		
Chatham	KE57QE2GV5F1			Onslow	EGE7NBXW5JS6		
Cherokee	DCEGK6HA11M5			Orange	GFFMCW9XDA53		
Clay	HYKLQVNWLXK7	\$ 29,000	\$ 29,000	Pamlico	FT59QFEAU344		
Cleveland	UWMUYMPVL483			Pender	T11BE678U9P5		
Columbus	V1UAJ4L87WQ7			Person	FQ8LFJGMABJ4		
Craven	LTZ2U8LZQ214			Pitt	VZNPCLFT5R6	\$ 29,000	\$ 29,000
Cumberland	HALND8WJ3GW4			Polk	QZ6BZPGLX4Y9		
Dare	ELV6JGB11QK6	\$ 29,000	\$ 29,000	Randolph	T3BUM1CVS9N5		
Davidson	C9P5MDJC7KY7			Richmond	Q63FZNTJM3M4		
Davie	L8WBGLHZV239	\$ 29,000	\$ 29,000	Robeson	LKBEJQFLAAK5		
Duplin	KZN4GK5262K3			Rockingham	KGCCCHJZZ43		
Durham	LJ5BA6U2HLM7	\$ 29,000	\$ 29,000	Rowan	GCB7UCV96NW6		
Edgecombe	MAN4LX44AD17			Sampson	WRT9CSK1KJY5		
Foothills	NGTEF2MQ8LL4			Scotland	FNVTCUQGCHM5		
Forsyth	V6BGVQ67YPY5	\$ 29,000	\$ 29,000	Stanly	U86MZUYPL7C5	\$ 29,000	\$ 29,000
Franklin	FFKTRQCNN143			Stokes	W41TRA3NUNS1		
Gaston	QKY9R8A8D5J6			Surry	FMWCTM24C9J8	\$ 29,000	\$ 29,000
Graham	L8MAVKQJTYN7			Swain	TAE3M92L4QR4		
Granv-Vance	MGQJKK22EJB3	\$ 29,000	\$ 29,000	Toe River	JUA6GAUQ9UM1		
Greene	VCU5LD71N9U3			Transylvania	W51VGHGM8945		
Guilford	YBEQWGFJPMJ3	\$ 29,000	\$ 29,000	Union	LHMKBD4AGRJ5		
Halifax	MRL8MYNJ3Y5			Wake	FTJ2WJPLWMJ3	\$ 29,000	\$ 29,000
Harnett	JBDCD9V41BX7			Warren	TLNAU5CNHSU5		
Haywood	DQHZEAV95G5	\$ 29,000	\$ 29,000	Wayne	DACFHCLQKMS1		
Henderson	TG5AR81JLFQ5	\$ 29,000	\$ 29,000	Wilkes	M14KKHY2NNR3		
Hoke	C1GWSADARX51	\$ 29,000	\$ 29,000	Wilson	ME2DJHMYWG55		
Hyde	T2RSYN36NN64			Yadkin	PLCDT7JFA8B1		
Iredell	XTNRLKJLA4S9			Yancey	M4SJK9AKVEZ8		

UEI = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331

DPH 10-03-22 [ag]

Activity 491	AA	1175 8380 DH	Total Allocated	1175 8380 DH	Total Allocated	Proposed Total	New Total
Service Period		06/01-08/31		09/01-05/31			
Payment Period		07/01-09/30		10/01-06/30			
01 Alamance	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
D1 Albemarle	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
02 Alexander		0	\$0.00	0	\$0.00	0	0
04 Anson		0	\$0.00	0	\$0.00	0	0
D2 Appalachian	* 00	24,000	\$0.00	0	\$0.00	24,000	24,000
07 Beaufort		0	\$0.00	0	\$0.00	0	0
09 Bladen		0	\$0.00	0	\$0.00	0	0
10 Brunswick		0	\$0.00	0	\$0.00	0	0
11 Buncombe	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
12 Burke		0	\$0.00	0	\$0.00	0	0
13 Cabarrus	* 00	9,000	\$0.00	0	\$0.00	9,000	9,000
14 Caldwell		0	\$0.00	0	\$0.00	0	0
16 Carteret		0	\$0.00	0	\$0.00	0	0
17 Caswell		0	\$0.00	0	\$0.00	0	0
18 Catawba	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
19 Chatham		0	\$0.00	0	\$0.00	0	0
20 Cherokee		0	\$0.00	0	\$0.00	0	0
22 Clay	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
23 Cleveland		0	\$0.00	0	\$0.00	0	0
24 Columbus		0	\$0.00	0	\$0.00	0	0
25 Craven		0	\$0.00	0	\$0.00	0	0
26 Cumberland		0	\$0.00	0	\$0.00	0	0
28 Dare	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
29 Davidson		0	\$0.00	0	\$0.00	0	0
30 Davie	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
31 Duplin		0	\$0.00	0	\$0.00	0	0
32 Durham	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
33 Edgecombe		0	\$0.00	0	\$0.00	0	0
D7 Foothills		0	\$0.00	0	\$0.00	0	0
34 Forsyth	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
35 Franklin		0	\$0.00	0	\$0.00	0	0
36 Gaston		0	\$0.00	0	\$0.00	0	0
38 Graham		0	\$0.00	0	\$0.00	0	0
D3 Gran-Vance	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
40 Greene		0	\$0.00	0	\$0.00	0	0
41 Guilford	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
42 Halifax		0	\$0.00	0	\$0.00	0	0
43 Harnett		0	\$0.00	0	\$0.00	0	0
44 Haywood	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
45 Henderson	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
47 Hoke	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
48 Hyde		0	\$0.00	0	\$0.00	0	0
49 Iredell		0	\$0.00	0	\$0.00	0	0
50 Jackson		0	\$0.00	0	\$0.00	0	0

51 Johnston		0	\$0.00	0	\$0.00	0	0
52 Jones		0	\$0.00	0	\$0.00	0	0
53 Lee		0	\$0.00	0	\$0.00	0	0
54 Lenoir		0	\$0.00	0	\$0.00	0	0
55 Lincoln		0	\$0.00	0	\$0.00	0	0
56 Macon		0	\$0.00	0	\$0.00	0	0
57 Madison		0	\$0.00	0	\$0.00	0	0
D4 M-T-W	* 00	14,000	\$0.00	0	\$0.00	14,000	14,000
60 Mecklenburg	* 00	23,000	\$0.00	0	\$0.00	23,000	23,000
62 Montgomery		0	\$0.00	0	\$0.00	0	0
63 Moore		0	\$0.00	0	\$0.00	0	0
64 Nash		0	\$0.00	0	\$0.00	0	0
65 New Hanover		0	\$0.00	0	\$0.00	0	0
66 Northampton		0	\$0.00	0	\$0.00	0	0
67 Onslow		0	\$0.00	0	\$0.00	0	0
68 Orange		0	\$0.00	0	\$0.00	0	0
69 Pamlico		0	\$0.00	0	\$0.00	0	0
71 Pender		0	\$0.00	0	\$0.00	0	0
73 Person		0	\$0.00	0	\$0.00	0	0
74 Pitt	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
75 Polk		0	\$0.00	0	\$0.00	0	0
76 Randolph		0	\$0.00	0	\$0.00	0	0
77 Richmond		0	\$0.00	0	\$0.00	0	0
78 Robeson		0	\$0.00	0	\$0.00	0	0
79 Rockingham		0	\$0.00	0	\$0.00	0	0
80 Rowan		0	\$0.00	0	\$0.00	0	0
82 Sampson		0	\$0.00	0	\$0.00	0	0
83 Scotland		0	\$0.00	0	\$0.00	0	0
84 Stanly	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
85 Stokes		0	\$0.00	0	\$0.00	0	0
86 Surry	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
87 Swain		0	\$0.00	0	\$0.00	0	0
D6 Toe River		0	\$0.00	0	\$0.00	0	0
88 Transylvania		0	\$0.00	0	\$0.00	0	0
90 Union		0	\$0.00	0	\$0.00	0	0
92 Wake	* 00	29,000	\$0.00	0	\$0.00	29,000	29,000
93 Warren		0	\$0.00	0	\$0.00	0	0
96 Wayne		0	\$0.00	0	\$0.00	0	0
97 Wilkes		0	\$0.00	0	\$0.00	0	0
98 Wilson		0	\$0.00	0	\$0.00	0	0
99 Yadkin		0	\$0.00	0	\$0.00	0	0
00 Yancey		0	\$0.00	0	\$0.00	0	0
Totals		592,000	0	0	0	592,000	592,000

Sign and Date - DPH Program Administrator <i>Pamela K. Anderson</i> 3/31/23	Sign and Date - DPH Section Chief <i>Javonia R. Thompson</i> 04/03/2023
Sign and Date - DPH Budget Office – ATC Coordinator <i>Sarah Huffman</i> 4/3/2023	Sign and Date - DPH Budget Officer <i>S. Randle</i> 4/10/2023

*tc* 4/10/23



# Division of Public Health Agreement Addendum FY 23-24

Page 1 of 1

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

CDI / Injury and Violence Prevention Branch  
DPH Section / Branch Name

Local Health Department Legal Name

491 CLC Core Strategies: Community Linkages to  
Care for Overdose Prevention and Response  
Activity Number and Description

Amanda Isac, 919-707-5372,  
Amanda.isac@dhhs.nc.gov  
DPH Program Contact  
(name, phone number, and email)

06/01/2023 – 08/31/2023

Service Period

DPH Program Signature \_\_\_\_\_ Date \_\_\_\_\_  
(only required for a negotiable Agreement Addendum)

07/01/2023 – 09/30/2023

Payment Period

Original Agreement Addendum  
 Agreement Addendum Revision # 1

**I. Background:**

No change.

**II. Purpose:**

This Agreement Addendum Revision #1 provides additional funding to purchase and distribute additional supplies for overdose prevention and harm reduction to be used after the service period has ended, in service of sustaining community linkages to care for the most vulnerable populations.

**III. Scope of Work and Deliverables:**

*As of July 1, 2023, this Agreement Addendum Revision #1 adds Subparagraph d. to Paragraph 3., as follows:*

- d. During the period July 1 through August 31, 2023, purchase additional allowable harm reduction supplies as listed in this Paragraph 3's Subparagraph a. l.c., with an increased focus on naloxone, and distribute them to partner agencies and SSPs to sustain program efforts for community linkages to care in overdose prevention and harm reduction activities.

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

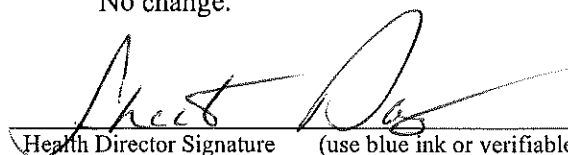
No change.

**V. Performance Monitoring and Quality Assurance:**

No change.

**VI. Funding Guidelines or Restrictions:**

No change.

  
Health Director Signature (use blue ink or verifiable digital signature)

7/3/23  
Date

LHD to complete: \_\_\_\_\_ LHD program contact name: Roxana Ballinger  
[For DPH to contact in case follow-up information is needed.] Phone and email address: 252.475-5619 roxana.ballinger@darenc.gov

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

FY24 - FAS federal award supplement Activity Nbr + Name: **491** CLC Core Strategies: Community Linkages to Care for Overdose Prevention and Response  
 FAS Number + Reason: **2** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.  
 CFDA Nbr + Name: **93.136** Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response  
 Is award R&D?: **no** FAIN: **NU17CE925024** IDC rate: **n/a** Fed awd total amt: \$ **7,003,731**

Fed award project description: **North Carolina's Cooperative Agreement for Emergency Response: Public Health Crisis Response**

Fed awd date + awarding agency: **08-12-19 HHS, Centers for Disease Control and Prevention**

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	FSVHYUU13NC5	\$6,000	\$35,000	Jackson	X7YWWY6ZP574		
Albemarle	WAAVS51PNMK3	\$10,000	\$39,000	Johnston	SYGAGEFDHYR7		
Alexander	XVEEJ5NY7UX9			Jones	HE3NNNUE27M7		
Anson	PK8UYTSNJCC3			Lee	F6A8UC99JWJ5		
Appalachian	CD7BFHB8W539	\$10,000	\$34,000	Lenoir	QKUFL37VPGH6		
Beaufort	RN1SXF4LXN6			Lincoln	UGGQGSKBJ5		
Bladen	TLCTJWDJH1H9			Macon	LLP3BC6N2LL3		
Brunswick	MJBMXLN9NJT5			Madison	YQ96F8BJYTJ9		
Buncombe	W5TCDKMLHE69			MTW	ZKK5GNRNBBY6	\$ 8,000	\$ 22,000
Burke	G855APCNL591			Mecklenburg	EZ15XL6BMM68	\$ 10,000	\$ 33,000
Cabarrus	RDXNEJKJFU7	\$9,750	\$18,750	Montgomery	E78ZAJM3BFL3		
Caldwell	HL4FGNJNGE97			Moore	HFNSK95F57Z8		
Carteret	UC6WJ2MQMJS8			Nash	NF58K566HQM7		
Caswell	JDJ7Y7CGYC86			New Hanover	F7TLT2GMEJE1		
Catawba	GYUNA9W1NFM1	\$7,000	\$36,000	Northampton	CRA2KCAL8BA4		
Chatham	KE57QE2GV5F1			Onslow	EGE7NBXW5JS6		
Cherokee	DCEGK6HA11M5			Orange	GFFMCW9XDA53		
Clay	HYKLQVNWLXK7	\$10,000	\$39,000	Pamlico	FT59QFEAU344		
Cleveland	UWMUYMPVL483			Pender	T11BE678U9P5		
Columbus	V1UAJ4L87WQ7			Person	FQ8LFJGMABJ4		
Craven	LTZ2U8LZQ214			Pitt	VZNPMLFT5R6	\$ 10,000	\$ 39,000
Cumberland	HALND8WJ3GW4			Polk	QZ6BZPGLX4Y9		
Dare	ELV6JGB11QK6	\$8,000	\$37,000	Randolph	T3BUM1CVS9N5		
Davidson	C9P5MDJJC7KY7			Richmond	Q63FZNTJM3M4		
Davie	L8WBGLHZV239	\$6,000	\$35,000	Robeson	LKBEJQFLAAK5		
Duplin	KZN4GK5262K3			Rockingham	KGCCCHJJZZ43		
Durham	LJ5BA6U2HLM7			Rowan	GCB7UCV96NW6		
Edgecombe	MAN4LX44AD17			Sampson	WRT9CSK1KJY5		
Foothills	NGTEF2MQ8LL4			Scotland	FNVTCUQGCHM5		
Forsyth	V6BGVQ67YPY5	\$10,000	\$39,000	Stanly	U86MZUYPL7C5	\$ 9,750	\$ 38,750
Franklin	FFKTRQCNN143			Stokes	W41TRA3NUNS1		
Gaston	QKY9R8A8D5J6			Surry	FMWCTM24C9J8		
Graham	L8MAVKQJTYN7			Swain	TAE3M92L4QR4		
Granv-Vance	MGQJKK22EJB3	\$ 305,000	\$ 334,000	Toe River	JUA6GAUQ9UM1		
Greene	VCU5LD71N9U3			Transylvania	W51VGHGM8945		
Guilford	YBEQWGFJPMJ3	\$4,000	\$33,000	Union	LHMKBD4AGRJ5		
Halifax	MRL8MYNJ33Y5			Wake	FTJ2WJPLWMJ3		
Harnett	JBDCD9V41BX7			Warren	TLNAU5CNHSU5		
Haywood	DQHZEVAV95G5	\$ 6,000	\$ 35,000	Wayne	DACFHCLQKMS1		
Henderson	TG5AR81JLFQ5			Wilkes	M14KKHY2NNR3		
Hoke	C1GWSADARX51	\$ 10,000	\$ 39,000	Wilson	ME2DJHMYWG55		
Hyde	T2RSYN36NN64			Yadkin	PLCDT7JFA8B1		
Iredell	XTNRLKJLA459			Yancey	M4SJK9AKVEZ8		

UEI = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331

DPH 10-03-22 [ag]

Activity 491	AA	1175 8380 DH	Total Allocated	1175 8380 DH	Total Allocated	Proposed Total	New Total
Service Period		06/01-08/31		09/01-05/31			
Payment Period		07/01-09/30		10/01-06/30			
01 Alamance	* 01	6,000	\$29,000.00	0	\$0.00	6,000	35,000
D1 Albemarle	* 01	10,000	\$29,000.00	0	\$0.00	10,000	39,000
02 Alexander		0	\$0.00	0	\$0.00	0	0
04 Anson		0	\$0.00	0	\$0.00	0	0
D2 Appalachian	* 01	10,000	\$24,000.00	0	\$0.00	10,000	34,000
07 Beaufort		0	\$0.00	0	\$0.00	0	0
09 Bladen		0	\$0.00	0	\$0.00	0	0
10 Brunswick		0	\$0.00	0	\$0.00	0	0
11 Buncombe		0	\$29,000.00	0	\$0.00	0	29,000
12 Burke		0	\$0.00	0	\$0.00	0	0
13 Cabarrus	* 01	9,750	\$9,000.00	0	\$0.00	9,750	18,750
14 Caldwell		0	\$0.00	0	\$0.00	0	0
16 Carteret		0	\$0.00	0	\$0.00	0	0
17 Caswell		0	\$0.00	0	\$0.00	0	0
18 Catawba	* 01	7,000	\$29,000.00	0	\$0.00	7,000	36,000
19 Chatham		0	\$0.00	0	\$0.00	0	0
20 Cherokee		0	\$0.00	0	\$0.00	0	0
22 Clay	* 01	10,000	\$29,000.00	0	\$0.00	10,000	39,000
23 Cleveland		0	\$0.00	0	\$0.00	0	0
24 Columbus		0	\$0.00	0	\$0.00	0	0
25 Craven		0	\$0.00	0	\$0.00	0	0
26 Cumberland		0	\$0.00	0	\$0.00	0	0
28 Dare	* 01	8,000	\$29,000.00	0	\$0.00	8,000	37,000
29 Davidson		0	\$0.00	0	\$0.00	0	0
30 Davie	* 01	6,000	\$29,000.00	0	\$0.00	6,000	35,000
31 Duplin		0	\$0.00	0	\$0.00	0	0
32 Durham		0	\$29,000.00	0	\$0.00	0	29,000
33 Edgecombe		0	\$0.00	0	\$0.00	0	0
D7 Foothills		0	\$0.00	0	\$0.00	0	0
34 Forsyth	* 01	10,000	\$29,000.00	0	\$0.00	10,000	39,000
35 Franklin		0	\$0.00	0	\$0.00	0	0
36 Gaston		0	\$0.00	0	\$0.00	0	0
38 Graham		0	\$0.00	0	\$0.00	0	0
D3 Gran-Vance	* 01	305,000	\$29,000.00	0	\$0.00	305,000	334,000
40 Greene		0	\$0.00	0	\$0.00	0	0
41 Guilford	* 01	4,000	\$29,000.00	0	\$0.00	4,000	33,000
42 Halifax		0	\$0.00	0	\$0.00	0	0
43 Harnett		0	\$0.00	0	\$0.00	0	0
44 Haywood	* 01	6,000	\$29,000.00	0	\$0.00	6,000	35,000
45 Henderson		0	\$29,000.00	0	\$0.00	0	29,000
47 Hoke	* 01	10,000	\$29,000.00	0	\$0.00	10,000	39,000
48 Hyde		0	\$0.00	0	\$0.00	0	0
49 Iredell		0	\$0.00	0	\$0.00	0	0
50 Jackson		0	\$0.00	0	\$0.00	0	0

51 Johnston		0	\$0.00	0	\$0.00	0	0
52 Jones		0	\$0.00	0	\$0.00	0	0
53 Lee		0	\$0.00	0	\$0.00	0	0
54 Lenoir		0	\$0.00	0	\$0.00	0	0
55 Lincoln		0	\$0.00	0	\$0.00	0	0
56 Macon		0	\$0.00	0	\$0.00	0	0
57 Madison		0	\$0.00	0	\$0.00	0	0
D4 M-T-W	* 01	8,000	\$14,000.00	0	\$0.00	8,000	22,000
60 Mecklenburg	* 01	10,000	\$23,000.00	0	\$0.00	10,000	33,000
62 Montgomery		0	\$0.00	0	\$0.00	0	0
63 Moore		0	\$0.00	0	\$0.00	0	0
64 Nash		0	\$0.00	0	\$0.00	0	0
65 New Hanover		0	\$0.00	0	\$0.00	0	0
66 Northampton		0	\$0.00	0	\$0.00	0	0
67 Onslow		0	\$0.00	0	\$0.00	0	0
68 Orange		0	\$0.00	0	\$0.00	0	0
69 Pamlico		0	\$0.00	0	\$0.00	0	0
71 Pender		0	\$0.00	0	\$0.00	0	0
73 Person		0	\$0.00	0	\$0.00	0	0
74 Pitt	* 01	10,000	\$29,000.00	0	\$0.00	10,000	39,000
75 Polk		0	\$0.00	0	\$0.00	0	0
76 Randolph		0	\$0.00	0	\$0.00	0	0
77 Richmond		0	\$0.00	0	\$0.00	0	0
78 Robeson		0	\$0.00	0	\$0.00	0	0
79 Rockingham		0	\$0.00	0	\$0.00	0	0
80 Rowan		0	\$0.00	0	\$0.00	0	0
82 Sampson		0	\$0.00	0	\$0.00	0	0
83 Scotland		0	\$0.00	0	\$0.00	0	0
84 Stanly	* 01	9,750	\$29,000.00	0	\$0.00	9,750	38,750
85 Stokes		0	\$0.00	0	\$0.00	0	0
86 Surry		0	\$29,000.00	0	\$0.00	0	29,000
87 Swain		0	\$0.00	0	\$0.00	0	0
D6 Toe River		0	\$0.00	0	\$0.00	0	0
88 Transylvania		0	\$0.00	0	\$0.00	0	0
90 Union		0	\$0.00	0	\$0.00	0	0
92 Wake		0	\$29,000.00	0	\$0.00	0	29,000
93 Warren		0	\$0.00	0	\$0.00	0	0
96 Wayne		0	\$0.00	0	\$0.00	0	0
97 Wilkes		0	\$0.00	0	\$0.00	0	0
98 Wilson		0	\$0.00	0	\$0.00	0	0
99 Yadkin		0	\$0.00	0	\$0.00	0	0
00 Yancey		0	\$0.00	0	\$0.00	0	0
Totals		439,500	592,000	0	0	439,500	1,031,500

Sign and Date - DPH Program Administrator <i>PK Anderson</i> 6/23/23	Sign and Date - DPH Section Chief <i>Darvynia N. Thompson</i> 06/29/2023
Sign and Date - DPH Budget Office - ATC Coordinator <i>Sarah [Signature]</i> 6/28/2023	Sign and Date - DPH Budget Officer <i>S. [Signature]</i> 6/30/2023

*[Signature]* 6/30/23





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

**Description**

The Public Health Division has received continued funding from the Outer Banks Hospital Grants Program for a public awareness and education campaign for the Breaking Through Task Force to reduce the stigma related to behavioral health and to improve the overall wellness of our community through better access to care, support, improved functioning and promotion of positive mental health. Funding will be used for public awareness campaigns, promotional materials, educational materials, and various other needs which will assist and enhance access to care.

**Board Action Requested**

Approve Budget Ammendment

**Item Presenter**

N/A

# ***DARE COUNTY***

## ***BUDGET AMENDMENT***

*F/Y 2022-2023*

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department: Health & Human Services-Public Health					
<u>Revenues:</u>					
OBHDC-BTTF/MH Grant	103052	464722	56006	\$7,500	
<u>Expenses:</u>					
Materials/Resources	104600	513323	56006	\$2,350	
Operating	104600	513400	56006	\$2,500	
Advertising/Promotion	104600	525600	56006	\$2,650	

Explanation:

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

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

(sign in red)

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_



# Outer Banks Health™

Development Council

**Development Council**

**Sandy Martin, Chair**  
**Mary Ahearn**  
**Roberta Graham**  
**Marc Hellman**  
**Kaye Jones**  
**Tess Judge**  
**Myra Ladd-Bone**  
**Kenny Marshall**  
**Natalie Mead**  
**Marie Neilson**  
**Teresa Osborne**  
**Cindy Thornsvar**  
**Casey Varnell**  
**Winnie Wade**

~

**Ronnie Sloan, FACHE**  
*President, The Outer  
Banks Health*

~

**Jennifer  
Schwartzberg,**  
*Director of Community  
Outreach and  
Development*

May 3, 2023

Kelly Fleming  
Dare County Department of Health and Human Services  
Breaking Through Task Force  
PO Box 669  
109 Exeter St  
Manteo, NC 27954

Dear Kelly,

The Outer Banks Health Development Council's Community Benefit Grant Committee is pleased to award funding to the Dare County Department of Health and Human Services Breaking Through Task Force in the amount of \$7,500 to reduce the stigma related to behavioral health; not to be used for salary. The funding is for one year, July 1, 2023 - June 30, 2024.

As of now, we are hopeful that we can distribute grant checks as part of our Friday, August 4 Outer Banks Health Board meeting. Please hold that date from 9:45am-10:30am and I will be in touch in early July with more details.

In the meantime, please know that we are pleased to provide support for your project, as we believe the Breaking Through Task Force provides much needed services to the community.

Sincerely,

Lyndsey Hornock  
Program Assistant, Community Outreach and Development  
Outer Banks Health

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

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*2023-2024 Outer Banks Hospital Grants Process*

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

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

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

## ***Kelly Nettnin***

---

PO Box 669  
109 Exeter St  
Manteo, NC 27954

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



# Application Form

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## Project Title\*

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

## Amount Requested\*

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

\$7,500.00

## Community Benefit Focus Area\*

Behavioral Health

## Project/Program Description\*

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

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

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

## Organization Mission\*

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

The Dare County Department of Health & Human Services (DCDHHS) is committed to meeting the evolving health & social needs of our community. The 2016, 2019 & 2021 CHAs identified mental health as an evolving need in our community due to high suicide rates and alarmingly high response rates on surveys and focus groups pertaining to both mental health and substance use. The 2021 CHA identified mental health as the #1 community health priority. As a result of the 2016 CHA, HCOB formed BTTF to address stigma related to behavioral health issues and increase access to care through educating the community about treatment options. DCDHHS started the HCOB Partnership in the early 2000s and has remained one of two leading agencies in the partnership. Since its inception, DCDHHS has not only served as the fiscal agent for HCOB, but has staff serving in key roles essential to the success of the partnership. One staff person serves as the CHA coordinator and another coordinates the partnership.

## Estimated # of People to be Served\*

25000

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

10000

## Organization & Program Information

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### Organization Background\*

Briefly summarize the organization's background and significant accomplishments.

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

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

### Project/Program Description:\*

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

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

Since early 2000, the Dare County's Community Health Assessment has noted substance abuse and mental health as a consistent concern in the community. The 2016, 2019, and 2021 CHNA process led the HCOB to also recognize them as the two main health concerns of which to focus on for the next three years. Additionally, mental health aligns with two health indicators in Healthy North Carolina 2030.

### Project Objectives\*

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

Objective 1. Provide education to the general public on mental health concerns

Change/Benefit: Decrease stigma

Objective 2. Link people who are living with mental health concerns to education and resources available

Change/Benefit: Public awareness of resources, more individuals seeking treatment and early intervention

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

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

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

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

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

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

Objective 6. Reduce the number of suicides in Dare County

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

## Strategies\*

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

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

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

Product 3: Website & Marketing- The website will have resources for individuals living with mental health concerns and caregivers. Funding will also be used to purchase promotional materials with the web address on them. BTTF will have giveaways to participate in community outreach events to promote the website and other materials created.

Product 4: Mental Health First Aid- Continue to offer Youth Mental Health First Aid and provide a minimum of 3 classes a year.

Product 5: BTTF Promotional Items- purchase useful items to give at outreach events for website promotion

Product 6: Outreach Events- participate in as many community outreach events to spread the word about mental health and resources in our community, while providing education to decrease stigma.

## Metrics\*

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

BTTF Mid Year Metrics 2023 Grant Proposal.docx.pdf

## *Project or Program Financial Information*

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### **Project/Program Budget\***

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

BTTF-Budget-2023.pdf

### **Other support\***

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

Dare Education Foundation - January 2019 - not approved

National Council for Behavioral Health - October 2018 - not approved

Vidant Community Benefit Grant Program - March 2019 - \$7,500 received

Vidant Community Benefit Grant Program - March 2020 - \$7,000 received

Vidant Community Benefit Grant Program - March 2021 - \$7,000 received

Vidant Community Benefit Grant Program- March 2022- \$7,000 received

North Carolina PTA Youth Mental Health First Aid Train-the-trainer Scholarship - Summer 2019 - two staff trained approximate value \$5,000 received (since then one of the staff members have left our agency)

### **Letter(s) of Support**

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

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

### **Sustainability\***

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

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

### **Organization's fiscal year\***

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

07-01-2022 to 06-30-2023



## Project budget\*

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

07-01-2023 to 06-01-2024

## Fees\*

Will any of the requested funds be used to pay fees to a state or nationally-affiliated organization?

No

## *Additional Requirements*

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### Staff Members\*

Provide a list of staff members that will be associated with the project or program, their title, and the date they joined your organization.

Kelly Nettnin Fleming, Health Education & Outreach Supervisor, Joined DCDHHS August 2007, Founding Co-chair of BTTF first meeting held in September 2016

Sarah Gist, Social Worker, Joined DCDHHS July 2016, Joined BTTF September 2018

Michelle Wagner, Public Health Educator, Joined DCDHHS December 2023, Joined BTTF January 2023, Co-Chair of BTTF

Hunter Williams, Public Health Education Specialist, Joined DCDHHS August 2022, Joined BTTF January 2023

### Board Members\*

Provide a list of members of your board of directors

(please indicate the titles of the officers of the board).

BTTF Grant- Member List.docx.pdf

The Healthy Carolinians of the Outer Banks (HCOB) serves as the governing board for The Breaking Through Task Force. However, the Dare County Department of Health & Human Services serves as the Fiscal Agent for this initiative. Attached you will find Board Member lists for HCOB Partnership, The Breaking Through Task Force, and Dare County Department of Health & Human Services.

### Audit

Upload your most recent certified public accounting audit (if applicable). If you are a state, county, or municipal organization, please contact us regarding this request.

Annual Comprehensive Financial Report-2022.pdf

### Current Budget\*

Upload a copy of your current fiscal year budget with a statement of year-to-date income and expenses.

12-2022 YTD Budget Report.pdf

## Annual Budget

Provide the annual budget for the fiscal year in which the proposed project or program will be conducted, if different from the current fiscal year.

*[Unanswered]*

## *Submission Signatures and Attestation of Information*

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### Conflict of Interest Disclosure\*

Upload a completed, signed Disclosure/Conflict of Interest form.

20230217151345336\_0001.pdf

### Signature Page\*

Upload a signature page signed by the primary grant contact, the chief executive officer and the president or chair of your board of directors.

20230217151359120\_0001.pdf

## File Attachment Summary

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### *Applicant File Uploads*

- BTTF Mid Year Metrics 2023 Grant Proposal.docx.pdf
- BTTF-Budget-2023.pdf
- BTTF Grant- Member List.docx.pdf
- Annual Comprehensive Financial Report-2022.pdf
- 12-2022 YTD Budget Report.pdf
- 20230217151345336\_0001.pdf
- 20230217151359120\_0001.pdf



Public Awareness Campaign to Address Community Mental Health  
Grant Application- February 17, 2023

Objective	Activity	Outcome Measures
Provide education to the general public on mental health concerns	Mental Health Champions video series Adult Mental Health Workbook Website Childrens Mental Health Workbook Mental Health Resource Guide	<b>Number videos created</b> <b>FaceBook analytics</b> <b>Number of workbooks given out</b> <b>Number of website page views</b>
Link people who are living with mental health concerns to education and resources available	Resources section on website Adult Mental Health Workbook Mental Health Resource Guide	<b>Individual Page Views</b>
Connect care takers of individuals with mental health concerns to education and resources to ensure their own wellbeing	Establish members only section of webpage Adult Mental Health Workbook	<b>Number of members</b>
Provide education on resources to the general public that may not have access or the ability to seek information online or struggle with healthcare navigation and literacy	Attend community outreach events and fairs to promote the website and other resources	<b>Number of outreach events and fairs attended</b>
Provide tools for community members to use to safely intervene in high risk situations	Provide the evidence-based curriculum Mental Health First Aid for adults and youth to professionals and community members free-of-charge	<b>Number of trainings hosted</b> <b>Number of individuals trained</b>



Reduce the number of emergency department visits for mental health concerns	All activities mentioned previously will achieve this objective	<b>Number of ED visits for Mental Health in Dare County</b>
Reduce the number of suicides in Dare County	All activities mentioned previously will achieve this objective	<b>Deaths due to Suicide or Mental, Behavioral and Neurodevelopmental Disorders</b> <b>Number of EMS Calls for Self-Harm</b>

Develop a complete project or program budget, including income and expenses for the period you are requesting funds.

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

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

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

Program Expenses (by category)		Program Revenue (by sources)	
Supplies/Materials	\$ 2,350	The Outer Banks Hospital	
Operating	\$ 2,500	Development Council	\$ 7,500
Promotion	\$ 2,650	Dare County	\$ 9,260
In-Kind			
Salary/Benefits	\$ 9,260		
<b>Total Expenses</b>	<b>\$16,760</b>	<b>Total Revenue</b>	<b>\$16,760</b>

**Submission Signatures and Attestation of Information:**

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

Kelly Nettin Fleming Health Education & Outreach Supervisor  
Printed or Typed Name of Primary Contact for Grant Title  
Requesting Organization

Kelly Nettin Fleming February 17, 2023  
Signature Date

Sheila Davies Director of Health & Human Services  
Printed or Typed Name of Chief Executive Officer, Title  
Requesting Organization

Sheila Davies 2/17/2023  
Signature Date

Tim Shearin Board of Health & Human Services Chair  
Typed name of President/Chair, Board of Directors Title

Tim Shearin February 17, 2023  
Signature Date



*Reimbursement Resolutions -  
Fiscal Year 2023-2024 Vehicle & Equipment Financing  
Fiscal Year 2023-2024 Sanitation Equipment Financing*

**Description**

The FY 2024 Capital Investment fund budget includes \$2,737,200 to be financed for the purchase of vehicles and equipment.

The FY 2024 Sanitation fund budget includes \$1,077,525 to be financed for the purchase of sanitation equipment.

Adoption of the attached resolutions will allow the County to be reimbursed from the proceeds of the financings for those items that need to be purchased prior to the placement of the financings.

**Board Action Requested**

Adopt the reimbursement resolutions.

**Item Presenter**

None



Resolution No. \_\_\_\_\_

**REIMBURSEMENT RESOLUTION – FISCAL YEAR 2023-2024 VEHICLE AND EQUIPMENT FINANCING PROJECT**

*WHEREAS*, the County Manager and the Finance Officer have described to the Board of Commissioners the desirability of adopting a resolution, as provided under federal tax law, to facilitate the County’s use of financing proceeds to restore County funds when the County makes capital expenditures prior to closing on a bond issue or other financing;

*NOW, THEREFORE, BE IT RESOLVED* by the Board of Commissioners of the County of Dare, North Carolina as follows:

Section 1. *Official Declaration of Intent.* The County presently intends, and reasonably expects, to reimburse itself for the original expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this resolution from a portion of the proceeds of the obligations. The County reasonably expects to execute and deliver the obligations to finance all or a portion of the costs of the project and the maximum principal amount of obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the project is \$2,737,200.

Section 2. *Compliance with Regulations.* The County adopts this resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County’s intent to reimburse itself for the original expenditures from proceeds of the obligations.

Section 3. *Itemization of Capital Expenditures.* The Finance Director of the County is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the original expenditures incurred and paid by the County in connection with the project during the period commencing on the date occurring 60 days prior to the date of adoption of this resolution and ending on the date of execution and delivery of the obligations.

Section 4. *Effective Date.* This resolution shall become effective immediately upon the date of its adoption.

Adopted this 17th day of July, 2023.

\_\_\_\_\_  
Chairman, Board of County Commissioners

[SEAL]

COUNTY OF DARE, NORTH CAROLINA

\_\_\_\_\_  
Clerk to the Board

Resolution No. \_\_\_\_\_

**REIMBURSEMENT RESOLUTION – FISCAL YEAR 2023-2024 SANITATION  
EQUIPMENT FINANCING PROJECT**

*WHEREAS*, the County Manager and the Finance Officer have described to the Board of Commissioners the desirability of adopting a resolution, as provided under federal tax law, to facilitate the County’s use of financing proceeds to restore County funds when the County makes capital expenditures prior to closing on a bond issue or other financing;

*NOW, THEREFORE, BE IT RESOLVED* by the Board of Commissioners of the County of Dare, North Carolina as follows:

Section 1. *Official Declaration of Intent.* The County presently intends, and reasonably expects, to reimburse itself for the original expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this resolution from a portion of the proceeds of the obligations. The County reasonably expects to execute and deliver the obligations to finance all or a portion of the costs of the project and the maximum principal amount of obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the project is \$1,077,525.

Section 2. *Compliance with Regulations.* The County adopts this resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County’s intent to reimburse itself for the original expenditures from proceeds of the obligations.

Section 3. *Itemization of Capital Expenditures.* The Finance Director of the County is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the original expenditures incurred and paid by the County in connection with the project during the period commencing on the date occurring 60 days prior to the date of adoption of this resolution and ending on the date of execution and delivery of the obligations.

Section 4. *Effective Date.* This resolution shall become effective immediately upon the date of its adoption.

Adopted this 17th day of July, 2023.

\_\_\_\_\_  
Chairman, Board of County Commissioners

[SEAL]

COUNTY OF DARE, NORTH CAROLINA

\_\_\_\_\_  
Clerk to the Board



***DARE COUNTY SHERIFF'S OFFICE - FLOCK SAFETY LICENSE PLATE READER***

**Description**

Flock Group, Inc. will provide a technology platform for law enforcement to send notifications in assisting with stolen vehicles, AMBER alerts, Silver alerts, vehicle investigations and more.

**Board Action Requested**

Approve Flock Agreement

**Item Presenter**

Sheriff J.D. "Doug" Doughtie



**Flock Safety + NC - Dare County SO**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Taylor Ellison  
taylor.ellison@flocksafety.com  
7049426362



## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

### Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

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## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>● Vehicle make</li> <li>● Body type</li> <li>● Color</li> <li>● License plates <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>● Decals</li> <li>● Bumper stickers</li> <li>● Back racks</li> <li>● Top racks</li> </ul>
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p style="text-align: center;"> <i>California SVS</i>  <i>FDLE</i>  <i>FL Expired Licenses</i>  <i>FL Expired Tags</i>  <i>FL Sanctioned Drivers</i>  <i>FL Sex Offenders</i>  <i>Georgia DOR</i>  <i>IL SOS</i>  <i>Illinois Leads</i>  <i>NCIC</i>  <i>NCMEC Amber Alert</i>  <i>REJIS</i>  <i>CCIC</i>  <i>FBI</i> </p>
Real-time Alerts	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
Interactive ESRI Map	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
Vehicle Location Analysis	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

**Out-of-Box Software Features (Continued)**

Transparency Portal	Establish community trust with a public-facing
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	dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

## License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <ul style="list-style-type: none"> <li>√ 1 Standard LPR Camera</li> <li>√ Unlimited LTE data service + Flock OS platform licenses</li> <li>√ 1 DOT breakaway pole</li> <li>√ Dual solar panels</li> <li>√ Permitting, installation, and ongoing maintenance</li> </ul>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <ul style="list-style-type: none"> <li>√ 1 LPR Camera</li> <li>√ Unlimited LTE data service + software licenses</li> <li>√ 1 portable mount with varying-sized band clamps</li> <li>√ 1 Charger for internal battery</li> <li>√ 1 hardshell carrying case</li> </ul>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <ul style="list-style-type: none"> <li>√ 1 Long-Range LPR Camera</li> <li>√ Computing device in protective poly case</li> <li>√ AC Power</li> <li>√ Permitting, installation, and ongoing maintenance</li> </ul>



<p>Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.</p>	
Implementation	<p>Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.</p>
User Training + Support	<p>Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.</p>
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>

# flock safety

## EXHIBIT A ORDER FORM

Customer: NC - Dare County SO  
 Legal Entity Name: NC - Dare County SO  
 Accounts Payable Email: tyler.doughtie@darenc.gov  
 Address: 962 Marshall C Collins Dr Manteo, North Carolina 27954

Initial Term: 12 Months  
 Renewal Term: 12 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$24,000.00</b>
Flock Safety Flock OS			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	8	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	4	\$2,600.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
<b>Subtotal Year 1:</b>			<b>\$27,200.00</b>
<b>Annual Recurring Subtotal:</b>			<b>\$24,000.00</b>
<b>Discounts:</b>			<b>\$90,000.00</b>
<b>Estimated Tax:</b>			<b>\$3,456.00</b>
<b>Contract Total:</b>			<b>\$51,200.00</b>

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

## Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$27,200.00
Annual Recurring after Year 1	\$24,000.00
Contract Total	\$51,200.00

\*Tax not included

## Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$90,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

### Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera



By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: NC - Dare County SO**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

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

*Sally DeFosse 7/12/23*



*Board Appointments*

**Description**

The following Boards have appointments or actions this month:

1. Jury Commission Board
2. Fessenden Center Advisory Board
3. Manns Harbor Community Center Board
4. A.B.C. Board
5. Wanchese Community Center
6. Virginia S. Tillett Community Center Advisory Board
7. Upcoming Board & Committee Appointments

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Jury Commission Board*

**Description**

See attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

July, 2023

**JURY COMMISSION**

(Two Year Term)

Term expires for Elizabeth Ann Creef-Meekins in August

She would like to be re-appointed.

**There are no applications on file.**

Other Members:  
See attached list



**JURY COMMISSION**

(Two Year Term)

**The Jury Commission consists of three members to certify jurors. One member is appointed by the Senior Regular Resident Superior Court Judge, one by the Clerk of Superior Court, and one by the Board of Commissioners.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Tammy Jennings (Clerk Appointee) P.O. Box 1148 Manteo, NC 27954		
Dana Tillett (Judge Appointee) P.O.Box 525 Wanchese, NC 27981		
Elizabeth Ann Creef-Meekins (Commissioner Appointee) P.O. Box 392 Wanchese, NC 27981 252-473-3829 (cell: 252-202-4763) eseareef@yahoo.com	8-23	Apptd. 09/21

**NOTES:**

**Meeting Date – Every two years to certify jurors**

Joyce Sledge replaced Gwen White.  
Janice Midgett replaced Ken Doughty.  
Stella Hollingsworth replaced Joyce Sledge 8/95.  
Kim Grimes replaced Janice Midgett and Mona Meekins replaced Katherine Aguirre 8/95.  
Sandra Robinson replaced Stella Hollingsworth 8/97.  
Tammy Jennings replaced Kim Doughtie.  
Alma Clark filled unexpired term of Sandra Robinson 11/11.  
Lou Ellen Quinn filled unexpired term of Alma Clark, who resigned 11/17.  
Lou Ellen Quinn reaptd. 8/19.  
Dana Tillett replaced Scheryl Gray (Judge Apptee)  
Lou Ellen Quinn reaptd 7/21.  
Elizabeth Ann Creef-Meekins apptd. 9/21 to fill unexpired term of Lou Ellen Quinn

**REVISED 09/21**



*Fessenden Center Advisory Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

July, 2023

**FESSENDEN CENTER ADVISORY BOARD**

This Advisory Board establishes goals and policies to enhance the Fessenden Center operation and community outreach consistent with the goals, objectives and policies of Dare County. The overall objective is to develop procedures and operations that improve the quality of life through interaction of all age groups on Hatteras Island.

**The Board recommends Brian Jones for appointment  
for their Salvo area member.**

**(application attached)**

Other Members:  
See attached list

**FESSENDEN CENTER ADVISORY BOARD**  
(Four Year Term)

**This Advisory Board establishes goals and policies to enhance the Fessenden Center operation and community outreach consistent with the goals, objectives, and policies of Dare County. The overall objective is to develop procedures and operations that improve the quality of life through interaction of all age groups on Hatteras Island.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Kenneth Brite P.O. Box 95 Avon, NC 27915 252-996-0432 <a href="mailto:kbrite@darenc.gov">kbrite@darenc.gov</a> (Rodanthe area)	6-24	Apptd. 2/17; Reapptd. 6/20
Wendi Munden 46080 Diamond Shoals Dr. Buxton, NC 27920 252-305-0090 <a href="mailto:wendipalm@gmail.com">wendipalm@gmail.com</a> (Buxton area)	6-26	Apptd. 6/22
<b>Vacant</b> (Salvo area)	<b>6-24</b>	
Marcie Shoemaker P.O. Box 161 Buxton, NC 27920 252-995-5799 (H) 252-996-0581 (O) <a href="mailto:budnmar@earthlink.net">budnmar@earthlink.net</a> (Buxton area)	6-26	Apptd. 2/16 Reapptd. 6/1; 5/22
Robyn (Hali) Easley P.O. Box 613 Hatteras, NC 27943 Cell 252-996-0043 Business 252-986-2154 <a href="mailto:Rustygirl2007@aol.com">Rustygirl2007@aol.com</a> (Hatteras area)	6-24	Apptd. 6/18 Reapptd. 6/16; 6/20
Forrest Paddock P.O. Box 534 Buxton, NC 27920 252-216-7856 <a href="mailto:fgpaddock@outlook.com">fgpaddock@outlook.com</a> (Frisco area)	6-26	Apptd. 2/17 Reapptd. 6/18; 5/22
Edward J. O'Brien, Jr. 41193 Carronade Ct., P.O. Box 805 Avon, NC 27915 <a href="mailto:Edobrien41193@gmail.com">Edobrien41193@gmail.com</a> 610-842-9065 (Avon area)	10-25	Apptd. 10/21



Jennifer Cromwell 47220-Crossway Dr., Box 162 Buxton, NC 27920 252-489-8215 <a href="mailto:hivynylgraphics@gmail.com">hivynylgraphics@gmail.com</a> (At Large)	06/26	Apptd. 6/22
Megan Vayette 47520 Lost Tree Tr., Box 1257 Buxton, NC 27920 252-216-7176 <a href="mailto:mvayette@gmail.com">mvayette@gmail.com</a> (At Large)	10/25	Apptd., 10/21
James Richard Kenner P.O. Box 1044 47106 Middle Ridge Trail Buxton, NC 27920 252-216-5427 <a href="mailto:richk@chec.coop">richk@chec.coop</a> (At Large)	6-26	Apptd. 6/19 Reapptd: 5/22
John Griffin P.O. Box 382 Rodanthe, NC 27968 252-423-8107 <a href="mailto:griffijt@gmail.com">griffijt@gmail.com</a> (At Large)	6-24	Apptd. 7/10 Reapptd. 7/12,16 6/20
Danny Couch 47297 Dippin Vat Road P.O. Box 1001 Buxton, NC 27920 <a href="mailto:dannyc@darenc.gov">dannyc@darenc.gov</a> 252-216-7383 (Commissioner Appointee)	6-26	Apptd. 6/17 Reapptd. 6/18; 5/22

**MEETING DATE: Quarterly, Fessenden Center**

**NOTE:** Chairman Bobby Owens appointed to serve at the pleasure of the Board as long as he is serving as a county commissioner.  
3/97 Apptd. USCG Representative to seat on the Board. Though apptd. 3/97, term will expire 6/98 to be consistent with other appointments

- 10/97 - Commissioner Mac Midgett replaced Bobby Owens.
- 3/99 - George Volsky apptd. to fill term of Bill Barley, Kathy Kiddy apptd. to fill term of Tom Barclay.
- 5/99 - Jinny McBride apptd. to fill unexpired term of Jackie Leeling.
- 9/00 - Rev. Holt Clarke fill unexpired term of Rev. Jim Huskins and Commissioner John Robert Hooper appointed to replace Mac Midgett.
- 5/02 - Michelle Edwards appointed to fill unexpired term of Jenny Hooper.
- 6/04 - Heidi Blackwood to fill term of George Volsky and Charles Moseley to fill term of Holt Clarke
- 6/04 - Matt Caviness apptd. to fill expired term of Dave Umberger.
- 6/04 - Susan Gray to fill term of Michelle Edwards & Jennifer Kingery apptd. to fill term of Jane Oden.
- 1/05 - Commissioner Mac Midgett replaced John Robert Hooper.
- 3/06 - Allen Burrus replaced the late Mac Midgett.

- 6/06 - Jack Painter replaced John Leatherwood.
- 11/08 - Steve Jennette filled unexpired term of Ken Wenberg.
- 2/09 - Rev. Cory B. Oliver filled unexpired term of Rev. Charles Moseley.
- 6/09 - Cheryl Austin filled term of Kathy Kiddy and Danny Couch filled term of Jennifer Kingery.
- 7/10 - John Griffin filled unexpired term of Ormond Fuller.
- 7/12 - Mary Ellen D. Balance replaced Danny Couch.
- 3/14 - Laura Fiscus filled term of Cheryl Austin and Sonny Quidley filled term of Susan Gray.
- 2/16 - Marcie Shoemaker filled unexpired term of Heidi Blackwood.
- 2/17 - Kenneth Brite filled term of Laura Fiscus & Keith Durham filled term of Sonny Quidley.
- 2/17 - Forrest Paddock filled unexpired term of Jack Painter.
- 6/17 - Danny Couch appointed to replace Allen Burrus
- 2/18 - Louise Rossiter passed away
- 6/18 - Robyn (Hali) Easley filled unexpired term of Mary Ellen Balance
- 6/19 - James Kenner filled At-Large vacancy caused by death of Louise Rossiter
- 2/22 - Steven Jennette passed away and William Lengyel resigned
- 5/22 - Forrest Paddock, Marcie Shoemaker, James Kenner, & Danny Couch were all reappointed.
- 6/22 - Wendi Munden appointed.
- 6/22 Jennifer Cromwell appointed.
- 5/23 Keith Durham (Salvo area member) removed for attendance policy.

**REV. 05/23**



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice                      Fessenden Center Advisory Board

2nd Choice

3rd Choice

Name                              Brian Jones

Address                           27097 4th street

City/State/Zip                 Salvo/NC/27972

Email                              brianjonesson@gmail.com

Personal Phone                (252)256-3387

Business Phone

Business Address

Occupation                      Cape Hatteras Electric Cooperative Lineman

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**                      I'm from south Jersey where I was homeschooled. For high school, I attended a Christian academy for math and science. Then, I earned my high school diploma through a technical institute. I currently take courses through my lineman apprenticeship at Nash Community College.

**Business and civic experience and skills**                      I worked for my dads business in New Jersey up until moving to Salvo in 2009. I began working for Lisas Pizzeria as a cook and still sometimes work a shift. I worked for Dare County in water distribution from 2017-2020. Then, I was lucky enough to be recommended for the linemen position with CHEC where I've worked the past 6 months. I enjoyed being assistant coach on my sons t-ball team and participating with him in smart start basketball.

**Other boards, Committees, Commissions on which you presently serve**                      I'm not currently serving on any other boards/committees/commissions but I hope to become more involved in sports and the school as my kids age and participate more.

REFERENCE #1

Name                              Briggs McEwan

Business                         Lisas Pizzeria

Address                           24158 NC HWY 12 Rodanthe NC 27968

Phone (252)996-0531

REFERENCE #2

Name Valerie Stump

Business Island Cruisers

Address 26248 HWY 12 Salvo NC 27972

Phone (252)987-2097

REFERENCE #3

Name Rich Kenner

Business Cape Hatteras Electric Cooperative

Address 47109 Light Plant Rd Buxton NC 27920

Phone (252)216-5427

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 handwritten signature in black ink, appearing to read 'R Kenner', is written over a light blue rectangular background.

Date 5/24/2023





*Manns Harbor Community Center*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

July, 2023

**MANN'S HARBOR COMMUNITY CENTER BOARD**

(Two-Year Term)

The Manns Harbor Community Center Board manages and is responsible for upgrading of the community building.

The following terms expire in June, 2023:

**Jennifer Gilbert, Betty Beasley and Vicki Craddock**

**They would all like to be reappointed for another term.**

**There are no applications on file.**

Other Members:  
See attached list

**MANNS HARBOR COMMUNITY CENTER**

(Two Year Term)

**This Board operates and maintains the community center facility and amenities for the use and benefit of Manns Harbor residents.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Jennifer Gilbert 7818 Shipyard Road Manns Harbor, NC 27953 252-207-3608 <a href="mailto:Jlovn1979@yahoo.com">Jlovn1979@yahoo.com</a>	6-23	Apptd. 6/19 Reaptd. 6/21
Bett Beasley P.O. Box 56 Manns Harbor, NC 27953 473-3217	6-23	Apptd. 8/11 Reaptd. 6/13,15,17, 19,21
Clyde Gard P.O. Box 355 Manns Harbor, NC 27953 473-3228	6-24	Apptd. 2/00 Reaptd. 6/01, 04, 06 08,10,12,16,18 20, 22
Vickie Craddock, Pres. P.O. Box 159 Manns Harbor, NC 27953 252-423-1164 <a href="mailto:vecraddock@yahoo.com">vecraddock@yahoo.com</a>	6-23	Apptd. 1/99 Reaptd. 6/99, 6/01, 03,05,07,09,11 13,15,17,19,21
Bonny Sawyer 5902 Hwy 64 Manns Harbor, NC 27953 473-3038	6-24	Apptd. 6/99 Reaptd. 6/01, 6/04,06,08 10,12,14,16,18 6/20, 5/22

**NOTES:**

MEETING DATE: (Quarterly/Manns Harbor Community Center)

Richard Burke replaced Robin Gard 8/89.  
W.R. Beasley replaced Edward White.  
Lori Hux replaced Janet Craddock 7/91.  
Crystal Mann replaced Bobby Beasley 9/93.  
Joann Ball filled unexpired term of Debbie Tillett 4/95.  
Timmy Midgett filled unexpired term of Richard Burke 4/95.  
Rollins Tillett, Jr. filled unexpired term of Crystal Sidwell 10/97.  
Darlene Craddock appointed to fill unexpired term of Darlene Gard 1/99.  
Vickie Craddock appointed to fill unexpired term of Timmy Midgett 1/99.  
Bonny Sawyer replaced Joann Ball 6/99  
Dropped from 6 members to 5 members 6/99. \*(Member dropped was Lori Ann Gibbs)  
Clyde Gard appointed to fill unexpired term of Rollins Tillett, Jr. 2/00.  
Rodney Ballance appointed to fill unexpired term of Darlene Craddock 8/01.  
Clyde Gard and Bonny Sawyer's terms extended one year so members terms would be staggered.  
Bett Beasley replaced Harry Mann 8/11.  
Jennifer Gilbert filled the term of Rodney Ballance who died. 6/19  
Clyde Gard and Bonny Sawyer were reappointed. 5/22

**REVISED 5/22**



*A.B.C. Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



July, 2023

**BOARD APPOINTMENT**

**A.B.C. BOARD**  
(Three Year Term)

The A.B.C. Board retains authority to set policy and adopt rules in conformity with A.B.C. laws and Commission rules and can hire and fire local Board personnel.

**The A.B.C. Board recommends Fields Scarborough, Sr. and Jimmy Pierce for reappointment for another term.**

Applications on file are attached

Other Members:  
See attached list

**A.B.C. BOARD**  
(Three Year Term)

**This Board manages the sale of distilled spirits by promoting excellence in customer service, fiscal responsibility, operational effectiveness and compliance with laws that govern the sale and use of alcoholic beverages in Dare County. They retain authority to set policy and adopt rules in conformity with ABC laws and Commission rules.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Bea Basnight 177 Scuppernong Road Manteo, NC 27954 252-473-3856 <a href="mailto:beabasnight@aol.com">beabasnight@aol.com</a>	8/25	Apptd. 7/18/22
Robert "Bobby" Owens, II P.O. Box 505 Manteo, NC 27954 252-256-0668 (H) <a href="mailto:bowens@manteonc.gov">bowens@manteonc.gov</a>	8/24	Apptd. 6/11 Reapptd. 8/12, 15, 18, 7/21
Fields Scarborough, Sr.CH P.O. Box 1691 Manteo, NC 27954 252-473-0944 <a href="mailto:fscarborough1@gmail.com">fscarborough1@gmail.com</a>	8/23	Apptd. 8/14 Reapptd 8/17, 7/20
Don Twyne, Jr. 116 Fort Hugar Way Manteo, NC 27954 252-473-6345 <a href="mailto:donovan.twyne@ncdenr.gov">donovan.twyne@ncdenr.gov</a>	8/24	Apptd. 3/23
Jimmy Pierce 47 Cypress Lane Southern Shores, NC 27949 252-202-2555 (H) <a href="mailto:jep108@yagoo.com">jep108@yagoo.com</a>	8/23	Apptd. 2/23

**NOTES: MEETING INFO:** 3<sup>rd</sup> Tuesday each month, 9:00 a.m., ABC Store in Manteo  
**MEMBERS COMPENSATED:** Chairman \$400/mo. and members \$300/mo.

**CONTACT INFO:** Fields Scarborough, Sr., Chairman  
Ted Toler, ABC General Manager (252-473-9492 ext. 20)

Rondall Tillett replaced David Mizelle & Aubrey Heath appointed to fill term of Leon Daniels 8/94. Carl Hayes replaced Aubrey Heath 8/98; Guy Midgett replaced Ray White 8/07.

Ray White appointed to fill unexpired term of Guy Midgett 5/08.

Bobby Owens appointed to fill unexpired term of Rondall Tillett 6/11.

Fields Scarborough, Sr. replaced Carl Hayes 8/14.

**\*\*On 8/3/15, the Dare County Board of Commissioners voted to increase the size of the ABC Board from three to five members.**

Joe Tauber and James Clark were appointed 9/8/15.

Ray White was reappointed 8/5/19.

Robert "Bobby Owens, II, Joe Tauber, and James Clark reappointed 7/21

Fields Scarborough, Sr. appointed as Chairman by Dare BOC and Bea Basnight appointed as new member to replace retiring W. Ray White 7/18/22

James Clark passed away 12/22; Jimmy Pierce apptd. to replace James Clark. Board changed term to expire August 2023 to better stagger term limits 2/23.

Don Twyne, Jr. appointed to replace Tauber 03/06/23

**REVISED 02/2023**



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Juvenile Crime Prevention Council (JCPC)  
**2nd Choice** ABC Board  
**3rd Choice** Library Board - East Albemarle Region  
**Name** George Carver  
**Address** PO Box 2545  
**City/State/Zip** Manteo, NC 27954  
**Email** domehomes3951@gmail.com  
**Personal Phone** (252)564-5140  
**Business Phone**  
**Business Address**  
**Occupation** Executive Director/Business Owner  
**Dare County Resident**  YES  NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** I completed my secondary education at Manteo High in 1998. I pursued higher education in computer science at North Carolina Central University from 1998 to 2000, and later continued my studies at Piedmont Community College. Additionally, I broadened my academic horizons by studying marine science at the College of the Albemarle. Apart from formal education, I engage in personal research on various subjects in science, economy, and

**Business and civic experience and skills** I possess diverse experiences in business, civic service and social justice activism. As a member of Manteo Rotary and "LOBX" Leadership OBX alumni, I demonstrate a commitment to community service, leadership and personal growth. I am also a founding member and Exe. Dir of "DMC" Dare Minority Coalition. Directed the largest non-violent demonstration against police brutality to George Floyd. My passion for activism, advocacy and event coordination

**Other boards, Committees, Commissions on which you presently serve** I am presently serving on multiple boards in diverse fields. As a member of Dare County Board of Transportation, I have worked towards improving transportation infrastructure and accessibility in the region. Additionally, as the Executive Dir. of "DMC" Dare Minority Coalition Inc. I lead an org. that strives to empower and uplift marginalized communities. CEO/Founder of Georges Dome Homes Inc. specializes in innovative and sustainable housing.

## REFERENCE #1

**Name** Lavarn Brookes



**Business** Retired \* Former Utility Billing Specialist for Dare County Water Dept.  
**Address** Manteo, NC  
**Phone** (252)305-4598

**REFERENCE #2**

**Name** David Shuffobarger  
**Business** Senior partner "Alexander Hass" Member of Outer Banks Community Foundation  
**Address** Kill Devil Hill, NC  
**Phone** (404)451-0256

**REFERENCE #3**

**Name** Al Friedman  
**Business** Real Estate broker "Sun Realty Real Estate"  
**Address** Nags Head, NC  
**Phone** (410)353-3927

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



**Date** 2/15/2023



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice: ABC Board

2<sup>nd</sup> choice:

3<sup>rd</sup> choice:

**Name:** TOD CLISSOLD

**Address:** 221 COMPTON ST

**City/State/Zip:** MANTEO

**Email Address:** tod.clissold@gmail.com

**Telephone:** Home: (252)305-4963 Business:

**Resident of Dare County:** YES

**Occupation:** SELF EMPLOYED

**Business Address:** 303 QUEEN ELIZABETH AVE

**Educational background:**

Attended Brevard College and UNC Charlotte

**Business and civic experience and skills:**

Business Owner of Poor Richards's

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

Served Vice Chair or Roanoke Island Commission 2001-2017

Chair of The Friends Of Elizabeth II from 2001 til 2020

Still Serve on the Board of E II

Manteo Health Care Task Force

Manteo Town Commissioner

**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	MALCOLM FEARING
Business/Occupation	SELF EMPLOYED
Address	PO BOX 759 MANTEO 27954
Telephone	(252)305-8596



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name                                FIELDS SCARBOURGH  
Business/Occupation        RETIRED  
Address                            MANTEO  
Telephone                        (252)473-0944

---

Name                                BOBBY OWENS  
Business/Occupation        RETIRED  
Address                            MANTEO  
Telephone                        (252)473-2721

---

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

Signature of applicant:

*Tod Clissold*

Date: 1/30/2023





Phone (252)256-0629

**REFERENCE #2**

Name Michael Glover

Business Doctor

Address Pirates Cove, Manteo

Phone (252)314-9376

**REFERENCE #3**

Name Sammy Midgett

Business Dare County Water Dept.

Address Manteo, NC

Phone (252)256-1721

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.

*Michael Andrews*

Date 7/23/2022



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice: ABC Board

2<sup>nd</sup> choice:

3<sup>rd</sup> choice:

**Name:** MARK BALLOG

**Address:** 2625 SOUTH BRIDGE LANE

**City/State/Zip:** NAGS HEAD, NC 27959

**Email Address:** markballog@aol.com

**Telephone:** Home: (252)573-9756 Business: (252)-2555

**Resident of Dare County:** YES

**Occupation:** RESTAURANT OWNER

**Business Address:** 3308 S VIRGINIA DARE TRAIL

**Educational background:**

Bachelor of Science degree in Marketing form Indiana University of Pennsylvania 1994.

**Business and civic experience and skills:**

I have worked in restaurants for the past 32 years here in Dare County. Involved with Outer Banks Restaurant association, served on the Planning board for the town of Nags Head for a 2 year term. Currently own a Lucky 12 Tavern in Nags Head since 2006.

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

I currently serve on the Outer Banks Tourism board representing the the restaurants of Dare and Currituck County.

**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	MICHAEL SIERS
Business/Occupation	OWNER HOWARD HANNAH KILL DEVIL HILLS BRANCH
Address	4638 SOUTH BLUE MARLIN WAY NAGS HEAD, NC 27959
Telephone	(252)489-3861



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name JEFFREY DOWDY  
Business/Occupation CPA DOWDY & OSBORNE  
Address 105 WEIR POINT DR, MANTEO NC 27954  
Telephone (252)202-3324

---

Name JASON WAUGHTEL  
Business/Occupation SENIOR VP SOUTHERN BANK  
Address 108 WEIR POINT DR, MANTEO, NC 27954  
Telephone (252)619-6801

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

Signature of applicant:

*Mark Ballog*

Date: 12/27/2022



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** ABC Board  
**2nd Choice** Tourism Board  
**3rd Choice**  
**Name** Jeffrey B Dowdy  
**Address** 105 Weir Point Dr  
**City/State/Zip** Manteo, NC 27954  
**Email** dowdy@dowdyosbornecpa.com  
**Personal Phone** (252)202-3324  
**Business Phone** (252)449-4404  
**Business Address** P O Box 9 Nags Head NC 27959  
**Occupation** Accountant/CPA  
**Dare County Resident**  YES  NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** I have a Bachelor of Business Administration in Accounting from Campbell University. And I Have had been a Certified Public Accountant since 1990.

**Business and civic experience and skills** I have owned my own Accounting/Advisory business here on the Outer Banks for over 32 years. In this business I help local businesses with budgeting/cost controls, expansion and management decisions and Tax planning. I have also served as a past board member of the Outer Banks Chamber of Commerce (Treasurer).

**Other boards, Committees, Commissions on which you presently serve** I do not current servo on any Town or County Boards or Committees.  
I do current serve on the Nonprofit Board The Dare County Boat Builders Foundation

## REFERENCE #1

**Name** Myra Ladd-Bone  
**Business** Realtor / Past owner of Atlantic Realty  
**Address** 3063 Creek Road Kitty Hawk NC 27949  
**Phone** (252)202-5689

## REFERENCE #2



**Name** Teresa Osborne  
**Business** CPA  
**Address** P O Box 1101 Nags Head NC 27949  
**Phone** (252)202-1570

**REFERENCE #3**

**Name** Jason Waughtel  
**Business** Senior V P/Regional Executive Southern Bank  
**Address** 108 Weir Point Dr Manteo NC 27954  
**Phone** (252)619-6801

**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.

*Jeffrey B DOWDY*

**Date** 5/16/2022



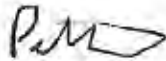
**REFERENCE #2**

**Name** Jim Tobin  
**Business** Dare County Board of Commissioners  
**Address** P.O. Box 1000, Manteo, NC 27954  
**Phone** (252)256-0629

**REFERENCE #3**

**Name** Tess Judge  
**Business** Wilbur Wright Associates, Inc.  
**Address**  
**Phone** (252)216-6105

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



**Date** 12/22/2022



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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**1st Choice** ABC Board  
**2nd Choice** Northeastern Workforce Development Board  
**3rd Choice** Oregon Inlet Task Force  
**Name** Chris Parker  
**Address** 106 Airport Rd  
**City/State/Zip** 27954  
**Email** cparker@baylissboatworks.com  
**Personal Phone** (757)773-3823  
**Business Phone** (252)473-8797  
**Business Address** Bayliss Boatworks, 600 Harbor Road, Wanchese, NC 27954  
**Occupation** CPA  
**Dare County Resident** YES  
NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** I hold a bachelors degree in commerce from the University of Virginia. I held a CPA license in Virginia from 2004 to 2016 and in North Carolina since 2017.

**Business and civic experience and skills** I am a CPA with 10 years of public accounting experience and 10 years of experience working as a Controller and CFO for family owned businesses.

**Other boards, Committees, Commissions on which you presently serve** None

## REFERENCE #1

**Name** Nancy Brown  
**Business** Bayliss Boatworks  
**Address** 600 Harbor Rd, Wanchese, NC 27954  
**Phone** (252)202-6696

## REFERENCE #2



**Name** Judd Beatty  
**Business** Bayliss Boatworks  
**Address** 600 Harbor Rd, Wanchese, NC 27954  
**Phone** (252)455-7011

**REFERENCE #3**

**Name** Kathy Garden  
**Business** Bayliss Boatworks  
**Address** 600 Harbor Road, Wanchese, NC 27981  
**Phone** (252)216-8790

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



**Date** 1/2/2023



# 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**             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**            ESBA 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. Browny 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. Sherrin, Jr.*

Date 7/11/2022



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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**1st Choice** ABC Board  
**2nd Choice** Tourism Board  
**3rd Choice**

**Name** Olivia Claire Spencer  
**Address** 2900 Raymond Avenue  
**City/State/Zip** Kill Devil Hills, NC, 27948  
**Email** olivia.spencer739@gmail.com  
**Personal Phone** (757)256-5617  
**Business Phone**  
**Business Address** 1184 Duck Road, Duck, NC 27949  
**Occupation** Manager (Bar/Special Projects)  
**Dare County Resident** YES  
NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** I graduated with a B.A. in Mathematics and Statistics from Carleton College (Northfield, MN) in 2016, where I played tennis. I was a three-year all-conference player, two-year conference champion, and two-year NCAA competitor. I am also a USPTA-certified tennis professional.

**Business and civic experience and skills** Over the past three years, I have worked in every FOH position at NC Coast/Red Sky – server, bartender, cater lead, FOH manager, bar manager, and any other special projects and events I can work into the schedule. I have also been the tennis pro at WestSide Athletic Club. Before moving here in 2017, I worked in political polling operations/data science for a market research firm in Denver (headquartered in DC).

**Other boards, Committees, Commissions on which you presently serve** I've served on the OBX Tennis Association board for 4 years. I've taught tennis clinics, helped implement Try Tennis, and helped run the tournament that benefitted Dare County Hospice, and now benefits the OBX Dementia Friendly Coalition. I'm involved with the OBX Restaurant Association. I write grant proposals, put together donations for the NCRLA PAC, and attend NCRLA meetings and PAC fundraisers in Raleigh on behalf of Wes (OBRA president).

## REFERENCE #1

**Name** Wes Stepp  
**Business** Red Sky Cafe & Catering/NC Coast



**Address** 1184 Duck Road, Duck, NC 27949

**Phone** (252)489-0766

**REFERENCE #2**

**Name** Doug Tutwiler

**Business** Red Sky Cafe & Catering/NC Coast

**Address** 1184 Duck Road, Duck, NC 27949

**Phone** (252)619-6194

**REFERENCE #3**

**Name** Jimbo Ward

**Business** Beach Realty

**Address** 4826 N Croatan Hwy, Kitty Hawk, NC 27949

**Phone** (252)202-6490

**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.

*Olivia Claire Spencer*

**Date** 2/6/2023



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

- 1<sup>st</sup> choice: A.B.C. Board  
2<sup>nd</sup> choice: Equalization and Review Board  
3<sup>rd</sup> choice: Tourism Board

**Name:** EDDIE TWYNE

**Address:** 143 RALEIGH WOOD DRIVE / POB 11

**City/State/Zip:** MANTEO / NC / 27954

**Email Address:** etwyne@yahoo.com

**Telephone:** Home: (252)305-2291 Business: (252)473-4272

**Resident of Dare County:** YES

**Occupation:** RETIRED TEACHER / REAL ESTATE BROKER / OWNER

**Business Address:** 518 S HWY / POB 130 / MANTEO / NC / 27954

**Educational background:**

I graduated from Manteo High School in 1980 and attended Fork Union Military Academy on a football Scholarship in 1981. Attended Chowan College then graduated from ECSU in 1987 with a BS in Health and Physical Education. I am currently in graduate school at East Carolina University in the COB pursuing a leadership certificate and expect to graduate in May of 2023.

**Business and civic experience and skills:**

I am a North Carolina licensed Teacher, and North Carolina a licensed Real Estate Broker. I have the following certificates and designations in real estate; Graduate Realtor Institute (GRI), Workforce Housing, Diversity and Resort, and Second Homes. I have an OUPV 6-Pack captains license.

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

I am currently a lifetime member of the NC High School Coaches Association. I am currently on the Dare County Parks and Recreation Board.

**REFERENCES**

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

Name	RV OWENS
Business/Occupation	2522168079
Address	361 MOTHER VINEYARD ROAD, MANTEO, NC 27954
Telephone	(252)202-4963



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name ERVIN BATEMAN  
Business/Occupation  
Address 4148 POOR RIDGE RD, KITTY HAWK, NC 27949  
Telephone (252)441-4963

---

Name BROWNY DOUGLAS  
Business/Occupation 2524734272  
Address 112 LYDIA LANE, MANTEO, NC 27954  
Telephone (252)216-8294

---

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

Signature of applicant:

*Eddie Trayne*

Date: 3/2/2023

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:

1<sup>st</sup> choice ABC Board

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name Don Twyne Jr.

Address 116 Fort Hugur Way

City/State/Zip Manteo NC 27954

Email Address donovan.twyne @ncdenc.gov

Telephone Home: 252-473-6345

Business: 252-423-0036

Resident of Dare County:  yes  no

Occupation: Law Enforcement - NC Marine Patrol - Captain District 1

Business Address: 1021 Driftwood Drive - Manteo

Educational background:  
High School - some college - NC Certified Public Manager  
BLET certified.

Business and civic experience and skills:  
License Contractor, LE certified, CDL driver



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

N/A

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>GG Bonner</u>	<u>Retired PostMaster</u>	<u>Manteo</u>	<u>252-473-2379</u>
<u>Jeff Landreth</u>	<u>Retired DoD</u>	<u>Manteo/Rehoboth</u>	<u>252-489-9636</u>
<u>Jeff Malarney</u>	<u>Lawyer</u>	<u>Wanchese</u>	<u>252-202-4040</u>

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

Date: 8/27/2020 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 8/27/2020



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Juvenile Crime Prevention Council (JCPC)  
**2nd Choice** Jury Commission  
**3rd Choice** ABC Board  
**Name** Amber Younce  
**Address** 205 E. Archdale Street  
**City/State/Zip** Kill Devil Hills, NC 27849  
**Email** amber.l.younce@nccourts.org  
**Personal Phone** (252)996-0785  
**Business Phone** (252)475-5267  
**Business Address**  
**Occupation** Assistant District Attorney  
**Dare County Resident**  YES  
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** I have a Bachelor's Degree from the University of North Carolina at Wilmington in Liberal Arts. I have a Juris Doctorate Degree from Campbell University School of Law.

**Business and civic experience and skills** I took a year-long course in juvenile delinquency in law school. Additionally, I served as a judge for Wake County Teen Court for 3 years.

I am currently the primary ADA for all juvenile matters in Dare County. I also handle juvenile sessions in other counties, such as Currituck and Camden.

**Other boards, Committees, Commissions on which you presently serve** None at this time.

## REFERENCE #1

**Name** Laura Twitchell  
**Business** Assistant District Attorney  
**Address** PO Box 579, Manteo, NC 27954  
**Phone** (252)306-9770

**REFERENCE #2**

**Name** Jeffrey Cruden

**Business**

**Address**

**Phone** (252)475-5266

**REFERENCE #3**

**Name** Lauren Bailey

**Business**

**Address**

**Phone** (252)475-5260

**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.

*Amber L. Yancey*

**Date** 2/21/2022



*Wanchese Community Center*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



July, 2023

**WANCHESE COMMUNITY CENTER BOARD**

(Two Year Term)

The Wanchese Community Center Board manages and is responsible  
for the upkeep of the community building.

The following terms expire this month:

**Tina Sherrod**

**Bill Wilson**

**Becky Beacham**

**Joseph Lee Willis**

**All wish to be reappointed for another term.**

**Sally DeFosse's term expires and she does not wish to be reappointed**

**The Board recommends Elizabeth Ann Creef-Meekins to fill the vacancy.**

**Applications have been received from Elizabeth Creef-Meekins.**

Other Members:

See attached list

**WANCHESE COMMUNITY CENTER BOARD**  
**(Two Year Term)**

**The Wanchese Community Center Board manages and is responsible for upgrading the community building. The community of Wanchese has the opportunity to have reunions, parties, etc. at the community center.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Justin Bateman P.O. Box 87 Wanchese, NBC 27981 <a href="mailto:highway345south@gmail.com">highway345south@gmail.com</a> 252-441.1024	7-24	Apptd. 6-22
Tina Sherrod PO Box 484 Wanchese, NC 27981 252-473-1826 (H) 252-216-8223 (B) <a href="mailto:t.sherrod@aparkinglotmaintenance.com">t.sherrod@aparkinglotmaintenance.com</a>	7-23	Apptd. 4-18 Reapptd. 07/19 6/21
Bill Wilson 291 ER Daniels Rd. Wanchese, NC 27981 252-216-6650	7-23	Apptd. 4-17 Reapptd. 7-17,19 6/21
Sally DeFosse 165 E.R. Daniels Rd. Wanchese, NC 27981 <a href="mailto:sallyd@darenc.com">sallyd@darenc.com</a> 252-473-3792	7-23	Apptd. 2-09 Reapptd. 7-09,11,13, 15,17,19, 21
Robert L. Walton P.O. Box 733 Wanchese, NC 27981 252-475-1195	7-24	Apptd. 7-05 Reapptd. 7-06, 08,10, 12,18, 20, 22
Becky Beacham P.O. Box 177 Wanchese, NC 27981 252-473-5313	7-23	Apptd. 7-13 Reapptd. 7-15,17,19 21
Joseph Lee Willis 365 Old Schoolhouse Rd. Wanchese, NC 27981 252-473-5347 (H)	7-23	Apptd. 10-18 Reapptd. 07/19 21

252-475-9505 (B)

**NOTES:**

**MEETING INFO:** Quarterly, 1<sup>st</sup> Tuesday of January, April, July, October, 7:00 p.m., Wanchese Community Center

**CONTACT INFO:** Becky Beacham, Chairman

**MEMBERS COMPENSATED:** No

- 08/93 Rosie Davenport replaced Ruth Whiton
- 08/94 George Schwartz replaced Harry Horton
- 07/01 Will Fields replaced Randy O'Neal
- 02/02 Joyce Meekins filled unexpired term of Linda Byrd Daniels
- 07/03 Patricia Austin replaced Ken Doughty
- 10/03 John B. Beasley filled unexpired term of Will Fields
- 07/05 Jimmie Williams filled unexpired term of George Schwartz
- 07/05 Robert Walton filled unexpired term of Nora Scarborough
- 02/09 Sally DeFosse filled unexpired term of Patricia Austin
- 07/13 Becky Beacham replaced Jimmie Williams
- 12/14 Robin Holt filled unexpired term of Thomas Baum
- 04/17 Bill Wilson filled unexpired term of Robin Holt
- 04/18 Tina Sherrod filled unexpired term of Rosie Davenport (who passed away)
- 10/18 Joseph Lee Willis filled unexpired term of Lish Meekins (who passed away)
- 07/19 Tina Sherrod, Bill Wilson, Sally DeFosse, Becky Beacham & Joseph Lee Willis reappointed
- 07/20 Joyce Meekins and Robert L. Walton reappointed
- 06/21 Tina Sherrod, Bill Wilson, Sally DeFosse, Becky Beacham & Joseph Lee Willis reappointed
- 6/22 Robert L. Walton reappointed. Justin Bateman appointed to replace Joyce Meekins

**REVISED 6/22**





APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice: Wanchese Community Center Board

2<sup>nd</sup> choice:

3<sup>rd</sup> choice:

**Name:** CHRISTIAN (CHRIS) CAREY

**Address:** 44 ORMANS WAY

**City/State/Zip:** WANCHESE, NC, 27981

**Email Address:** ccareyobx@gmail.com

**Telephone:** Home: (505)331-4944 Business: (505)331-4944

**Resident of Dare County:** YES

**Occupation:** NETWORK ENGINEER

**Business Address:** 2400 S VIRGINIA DARE TRL, NAGS HEAD, NC 27959

**Educational background:**

Kenyon College, BA -Psychology (1989), Georgia State University, BS-Biology/Chemistry (1994), The Ohio State University, MS - Environmental Science (1997). Self taught network engineer with multiple certifications working in the telecommunications industry since 1999.

**Business and civic experience and skills:**

Technology/Cabling: Spectrum- Network Engineering, Fiber optics, low voltage wiring, Wireless Access. | Habitat for Humanity (OH) -Low voltage networking wiring in program properties. | Wanchese Preservation Alliance: Website Development and maintenance. | Community outreach helping neighbors with their internet service and network equipment issues. Grounds Maintenance: Atlanta History Center (GA) - Area Gardener/Grounds Maintenance.

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

First timer

**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	LORRAINE TILLET
Business/Occupation	WANCHESE PRESERVATION ALLIANCE - CHAIRMAN
Address	188 OLD SCHOOLHOUSE RD., WANCHESE, NC 27981
Telephone	(252)216-7702



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name NANCY SILVER  
Business/Occupation  
Address 593 BAUMTOWN RD., WANCHESE, NC 27981  
Telephone (252)256-1249

---

Name BILLY MCOWEN  
Business/Occupation MOSSY OAK PROPERTIES LAND AND FARMS REALTY  
Address 101 BUDLEIGH STREET, UNIT F, MANTEO, NC 27954  
Telephone (252)305-6720

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

Signature of applicant:

*Christian T Carey*

Date: 6/14/2023





# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Wanchese Community Center Board

**2nd Choice**

**3rd Choice**

**Name** Elizabeth Ann Creef-Meekins

**Address** PO Box 392

**City/State/Zip** Wanchese, NC 27981

**Email** eseareef@yahoo.com

**Personal Phone** (252)202-4763

**Business Phone**

**Business Address**

**Occupation** Retired Nurse

**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** Graduate from College of the Albemarle with an ADN. had 34 years as a RN with experience in the areas of Critical/Emergency Care and Family Practice. Specialty training and certifications in Trauma/Emergency Nursing as well as Forensic Nurse Examiner prior to retirement.

**Business and civic experience and skills** Dare Jury Commission. I worked in our family owned business in Hospitality, doing Staffing and Bookkeeping. jobs.

**Other boards, Committees, Commissions on which you presently serve** I am currently serving on the Dare County Jury Commission, having just accepted reappointment. I am currently serving on the follow boards of Bethany Church of Wanchese: Administrative Board, Finance Board, Staff/Pastor/Parish Board and am the church Representative to Annual Conference of the GMC.

## REFERENCE #1

**Name** Becky Beachman

**Business** Becky's Barber Shop

**Address** PO Box 177 Wanchese, NC 27981

**Phone** (252)473-5313

## REFERENCE #2

**Name** Tammy Jennings

**Business**

**Address**

**Phone** (252)473-4840

**REFERENCE #3**

**Name** Suszanna Fitch-Slater

**Business**

**Address**

**Phone** (252)394-0160

**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.

*Elizabeth Ann Creef Medous*

**Date** 5/8/2023



*Virginia S. Tillett Community Center Advisory Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

July, 2023

**VIRGINIA S. TILLET COMMUNITY CENTER ADVISORY BOARD**

(Staggered/Three Year Term)

**The Virginia S. Tillett Community Center Advisory Board nominating committee recommends reappointment of Teresa Griffin, Jonathan DeLucia, Mitchell Bateman, Jennifer Phillips, and Rob Ross for another term.**

**Application on file from Joanne Preiser**

Other Members: See attached list



**VIRGINIA S. TILLET COMMUNITY CENTER ADVISORY BOARD**

**(Three Year Term)**

**This Board advises and promotes goals and policies to enhance  
Virginia S. Tillett Community Center operations and community outreach.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Commissioner Rob Ross 105 East Sand Fiddler Court Nags Head, NC 27959 <a href="mailto:Rob.ross@darenc.com">Rob.ross@darenc.com</a> 252-216-6869 (C)	8/23	Apptd. 6/17 Reapptd. 8/20
Teresa Griffin 223 Scuppernong Road. Manteo, NC 27954 <a href="mailto:tgtjames22@gmail.com">tgtjames22@gmail.com</a> 252-475-0173	8/23	Apptd. 7/21
Flossie Tugwell P.O. Box 896 Nags Head, NC 27959 473-5993	8/24	Apptd. 8/10 Reapptd. 8/12, 15, 18, 7/21
Mary Pendill 129 Dogwood Circle Manteo, NC 27954 473-3589	8/24	Apptd. 8/14 Reapptd. 8/15, 18. 7/21
Jonathan DeLucia 3937 Pineway Drive Kitty Hawk, NC 27949 252-489-1878 <a href="mailto:deluciajo@gmail.com">deluciajo@gmail.com</a>	8/23	Apptd. 3/23
Lynda Hester, CH. P.O. Box 457 Manteo, NC 27954 <a href="mailto:ljo48@gmail.com">ljo48@gmail.com</a> 252-475-1964	8/25	Apptd. 8/10 Reapptd. 8/13, 16, 19, 22
Mitchell Bateman P.O. Box 100 Wanchese, NC 27981 473-3350	8/23	Apptd. 8/14 Reapptd. 8/17, 8/20

Jennifer Phillips P.O. Box 1272 Manteo, NC 27954 252-573-0135 <a href="mailto:jenn@islandinsuranceinc.com">jenn@islandinsuranceinc.com</a>	8/23	Apptd. 11/22 to complete term
Sara J. Hester-Smith P.O. Box 762 Manteo, NC 27954 489-6554 <a href="mailto:sjoihester@gmail.com">sjoihester@gmail.com</a>	8/25	Apptd. 12/17 Reapptd. 8/19, 22
Cindy Perry P.O. Box 2441 Kitty Hawk, NC 27949 252-202-3458 (C)	8/25	Apptd. 1/22 Reapptd. 6/22
Reha Otte' 185 The Dogwoods Manteo, NC 27954 473-1883(H), 473-8883 (C)	8/25	Apptd. 8/19 Reapptd. 22
Tiffany Wescott P.O. Box 2148 Manteo, NC 27954 216-6341	8/24	Apptd. 8/15 Reapptd. 8/18, 7/21
Marylou Harris 134 Fearing Place Manteo, NC 27954 252-473-2279 (H) 919-880-7465 © <a href="mailto:mlharris45860@bellsouth.net">mlharris45860@bellsouth.net</a>	8/24	Apptd. 7/21

**NOTES:**

**MEETING INFO:** 2<sup>nd</sup> Tuesday/monthly, at 9 a.m. (except June, July, Aug.)  
Virginia S. Tillett Community Center Meeting Room

**CONTACT INFO:** Lynda Hester, Chairman  
Sandy Pace, Director of Virginia S. Tillett Community Center

**MEMBERS COMPENSATED:** No

Flossie Tugwell filled unexpired term of Betty Blanchard, John Sibunka filled unexpired term of Doris Young and Lynda Hester appointed as an additional member 8/10  
John Robbins filled unexpired term of Jimmie Williams 6/12  
Suzy Barrett filled unexpired term of Catherine McCabe 2/13; Ann Groves replaced James Harris 9/13  
Brooke McCord appointed to fill unexpired term of Malcolm Fearing 9/13  
Mitchell Bateman replaced Isabel Cooper 8/14; Mary Pendill filled unexpired term of Betty Mann and Margarette Umphlett replaced Virginia Tillett 12/14  
Tiffany Wescott replaced Suzy Barrett and Anastacia Davis replaced Fred Brumbach 8/15.  
Jean Council replaced James Brown and Daniel Otte' replaced John Robbins 8/16.  
Samantha Brown filled unexpired term of Brook McCord 12/16.

Robb Ross replaced Margarett Umphlett 6/17; Paula Oliver replaced Bea Basnight 8/17  
Sarah Hester-Smith appointed to fill unexpired term of Jean Farr Council who resigned 12/17  
Lynda Hester, Sara Hester-Smith and Daniel Otte reaptd. 8/19; Reha Otte' apptd 8/5/19 to replace  
Rodney Benson who resigned; Emily Hall apptd. to fill unexpired term of Paula Oliver 10/19;  
Pamela Zaffra to fill position of John Sibunka 8/20;  
Flossie Tugwell, Mary Pendill, and Tiffany Wescott reappointed for another term, Marylou Harris  
replaced Anastacia Davis, Teresa Griffin filled unexpired term of Emily Hall 7/21  
11/15/21 Dare County Board of Commissioners unanimously adopted a Resolution to rename the Dare  
County Center the Virginia Tillett Center. 1/18/22 Dare County Board unanimously agreed the name  
should be the Virginia S. Tillett Community Center. 1/18/22 Cindy Perry appointed to fill the term of  
David Otte'. Lynda Hester, Cindy Perry, Reha Otte' and Sara L. Hester Smith reappointed for another  
term.  
11/7/22 Jennifer Phillips to complete term of Samantha Lock. Pam Zaffra removed from Board for  
attendance issues. 3/23 Jonathan DeLucia appointed to complete term of Pam Zaffra.

**REVISED 03/23**





# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Virginia S. Tillett Community Center Advisory Board

**2nd Choice** Nursing Home Community Advisory Council/DC Joint Comm. Advisory Committee

**3rd Choice**

**Name** Joanne Preiser

**Address** 24 Bay Tree Drive

**City/State/Zip** Manteo, NC 27954

**Email** jtp62357@gmail.com

**Personal Phone** (252)489-5440

**Business Phone**

**Business Address** 701 Swan Street KDH, NC 27948

**Occupation** Unemployed

**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 1976 Manteo HS, Lynchburg College 38 credits, PE Major, University of Hawaii , Maui Campus 20 credit hours, COA Dare Campus 28 credit hours.

**Business and civic experience and skills** Detention Officer Certification, Salemburg, NC, ....DMV, titles, receptionist 5 years Manteo.....Relay for Life of Dare County, Team captain 8 years. Blue Star Military Mother Outer Banks Chapter 11 years, FFHS Booster 2005-2007.

**Other boards, Committees, Commissions on which you presently serve** Blue Star Chaplain...Relay for Life Team Super Striders Captain, Member of Holy Trinity Catholic Church, ..

## REFERENCE #1

**Name** Mike Kelly

**Business** Kellys Hospitality Group

**Address** Kill Devil Hills, NC 27948

**Phone** (252)441-4116

## REFERENCE #2



**Name** Kathy Marshall  
**Business** Hostess Mako Mikes  
**Address** Swan Street KDH, NC 27948  
**Phone** (631)405-9366

**REFERENCE #3**

**Name** Adam F. Preiser  
**Business** BM 1 Surfman, USCG  
**Address** Station Oregon Inlet, Nags Head, NC27959  
**Phone** (252)441-5842

**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.

*Jody Preiser*

**Date** 3/3/2022



*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.***

***There are also several boards with vacancies. Please check the website.***

**August, 2023**      A.B.C. Board – 2 terms expiring  
Jury Commission – 1 term expiring  
Virginia S. Tillett Community Center Advisory Board – 5 terms expiring

**September, 2023**      Health and Human Services Board – 2 terms expiring

**October, 2023**      Juvenile Crime Prevention Council – 3 terms expiring  
Transportation Advisory Board – 1 term expiring

### ***~~~~~Instructions for Obtaining and Submitting Applications~~~~~***

An application must be submitted to the Clerk in order for your name to be considered for a board or committee appointment. Applications are kept on file for three years.

The application form is available on the Dare County website

**(Please see Board of Commissioners under Advisory Boards and Committees for link)**

***Skyler Foley, Deputy Clerk to the Board at 252-475-5700***



*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 relative to Blackburn v. Dare County, O'Hara v. Dare County, pursuant to NCGS-143-318.11(a)(6) to review the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, and to approve the minutes of the last Closed Session.

**Board Action Requested**

Approve Closed Session

**Item Presenter**

Robert Outten, County Manager