



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, February 05, 2024

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

- 9:00 AM** **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Employee of the Month
- ITEM 3** Employee of the Year
- ITEM 4** Public Comments
- ITEM 5** **Public Hearing**-Avon Zoning Map Amendment
- ITEM 6** Older Adult Services Advisory Council Annual Report
- ITEM 7** Resolution to Sponsor the Southern Hatteras Island Offshore Sand Assessment Study
- ITEM 8** Resolution Requesting that the North Carolina Marine Fisheries Commission Hold a Quarterly Meeting in Dare County Each Year
- ITEM 9** Resolution Opposing Striped Mullet Fishery Management Plan Draft Amendment 2 Due to Outdated, Unreliable Data
- ITEM 10** A Request to Permanently Close an Unimproved Portion of Washington St. in Manteo
- ITEM 11** Dare County Schools Early College
- ITEM 12** Dare Guarantee Scholarship
- ITEM 13** Manns Harbor-Traffic Safety
- ITEM 14** Lease Agreement – County of Dare to Town of Kitty Hawk
- ITEM 15** **Consent Agenda**
1. Approval of Minutes
 2. Tax Collector's Report
 3. Revision to the Board of Commissioners List of 2024 Meeting Dates
 4. FY2024 Transportation Department's Drug & Alcohol Testing Policy
 5. Stumpy Point Volunteer Fire Department - Firefighter Relief Board Appointment
 6. Amendment to Capital Project Ordinance & Budget Amendment for Capital Investment Fund for Manteo & Frisco EMS Stations
 7. NC 911 Board Portable Radio PSAP Grant
 8. DHHS-Division of Social Services - YoungWilliams Contract Amendment
 9. DHHS-Public Health Division Bridge Access Program Funding for COVID-19 Vaccines
- ITEM 16** **Board Appointments**
1. Land Transfer Tax Appeals Board
 2. Veterans Advisory Council
 3. Older Adult Services Advisory Board
 4. Planning Board
 5. Albemarle Commission – Board of Directors
 6. Upcoming Board Appointments
- ITEM 17** **Commissioners' Business & Manager/Attorney Business**
- ITEM 18** **Closed Session**

ADJOURN UNTIL 9:00 A.M. ON MARCH 4TH, 2024



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard, Sr.



Employee of the Month

Description

The Employee of the Month Certification for February will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Employee of the Year - 2023

Description

Employee of the Month Committee will recognize and present the Employee of the Year Award.

Employees of the Month for 2023 were:

January: Jack Scarborough, Sheriff's Office; February: Jackie Tillett, Elections; March: April Bodiford, Parks & Recreation; April: Crystal Ambrose, Dept./Health & Human Services.; May: Carleen Darsee DC EMS; June: Dustin Peele, Finance; July: Brandon Reed, Public Utilities; August: Norma Miranda, Dept./Health & Human Services; September: Angie Austin, DC EMS; October: Stephanie Banfield, Public Relations; November: John Morris, Parks & Recreation; December: Angela Grant, Dept./Health & Human Services

Board Action Requested

None

Item Presenter

Robert Outten, County Manager



Public Comments

Description

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

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

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Public Hearing-Avon Zoning Map Amendment

Description

A zoning map amendment application has been submitted by Dale Petty of Surf and Sound Realty and John Robert Hooper for their properties located adjacent to Westerly Lane in Avon. The parcels are currently zoned R2-A Alternative Medium Density. The applicants are requesting to have their parcels rezoned C-2 Commercial.

Board Action Requested

Conduct Public Hearing, and favorable action to reclassify the two parcels C-2 Commercial as recommended by the Planning Board.

Item Presenter

Noah H Gillam, Planning Director

**COUNTY OF DARE
ZONING AMENDMENT APPLICATION
OR AMENDMENT TO DEVELOPMENT REGULATION**

Any zoning map, zoning text amendment, or amendment to other development regulation is subject to legislative review and approval by the Dare County Board of Commissioners according to the procedures of Section 22-81 of the Dare County Zoning Ordinance. Applications for amendments shall be made in writing to the Dare County Planning Director and shall be signed by all property owners or their duly authorized agents.

Property Owner (s) JONAN R. HOOPER / DALE PETTY

Address: _____

Telephone: (252) 475-4342 Email: www.lighthouseview.com

Property Description:

Lot Phase/Section Block Subdivision

Parcel: 014722000 PIN: 054905196680
014712000 054905199646

Text Amendment Map Amendment

Present Zoning Classification: Section 22-16 NH

Requested Zoning Classification : Section 22-16 NH

Explanation of Request: _____

ZONING AMENDMENT FROM R-2A TO C-2

Amendment applications shall not be processed by the Planning Director until such time that all review fees have been paid and all necessary documents have been submitted. Once the application is determined to be complete, the Planning Director shall schedule review of the application as established in the Zoning Ordinance Sections 22-82 to 22-86. Amendments are legislative decisions and involve review by the Planning Board and Board of Commissioners. The notice procedures of Section 22-72 of the Zoning Ordinance shall be implemented by the Planning Director. Citizen comments shall be processed according to Section 22-82 and Section 22-85 of the Zoning Ordinance.

Applicant: Dale Petty Date: 11-14-23

Dale Petty

From: Jonathan Waddill
Sent: Tuesday, November 14, 2023 11:01 AM
To: Dale Petty
Subject: Fwd: Zoning change 40177 Westerly Lane Parcel#014722000

Sent from my iPhone

Begin forwarded message:

From: John Hooper <john@lighthouseview.com>
Date: November 10, 2023 at 7:30:51 AM EST
To: noah.gilliam@darenc.com
Cc: Jonathan Waddill <jw@surforsound.com>
Subject: Zoning change 40177 Westerly Lane Parcel#014722000

CAUTION EXTERNAL EMAIL

Noah,

I want to communicate to you that I am fine with the attempt to change the zoning on the above-mentioned parcel, this is also stated in the addendum to the contract giving them a legal right.

Please let me know if you need additional information.

Thanks,
John Hooper
Lighthouse View Oceanfront Lodging
www.lighthouseview.com
cell 252.475.4342

EXHIBIT "B"
TO
AGREEMENT FOR PURCHASE AND SALE OF LAND
BY AND BETWEEN
TROY D. PETTY AND ANNAH A. PETTY, AS BUYER
AND
JOHN R. HOOPER, AS SELLER
FOR PROPERTY AT 40177 WESTERLY LANE, AVON, NC 27915

24. Notwithstanding anything else as contained within this Agreement, the obligation of the Buyer to purchase the Property is contingent upon Buyer being able to have the Property rezoned from R-2A to C-2. Seller agrees to cooperate in all reasonable ways to have this Property rezoned from R-2A to C-2. Seller expressly authorizes Buyer to seek, apply for, and to assist in all commercially reasonable ways to have the Property rezoned from R-2A to C-2.

25. Notwithstanding the provisions of Section 1(b), Buyer shall pay the following Due Diligence Fees:

Seller
Received

JKH

10/6/23

- (a) \$3,000.00 Due Diligence Fee to be paid to Seller on or before the Contract Date;
- (b) \$3,000.00 Due Diligence Fee to be paid to Seller on or before February 1, 2024;
- (c) \$3,000.00 Due Diligence Fee to be paid to Seller on or before May 1, 2024;
- (d) \$3,000.00 Due Diligence Fee to be paid to Seller on or before August 1, 2024;
- (e) \$3,000.00 Due Diligence Fee to be paid to Seller on or before October 1, 2024.

Failure of Buyer to make any of the Due Diligence Fee payments, shall be deemed to be a material breach of this Agreement, which shall authorize Seller to terminate the Agreement and retain all previously paid Due Diligence Fees.

Notwithstanding the fact that the obligation of Buyer to purchase the aforesaid Property, is contingent upon the Property being rezoned from R-2A to C-2, all Due Diligence Fees upon payment, are nonrefundable, whether Buyer purchases the Property or not.

All Due Diligence Fees shall be applied toward the cash due at Closing, pursuant to Section 1(b)(iii).

In witness whereof, the parties have executed this addendum to Offer to Purchase and Contract.

9/28/2023

Date

DocuSigned by:

John R. Hooper

John R. Hooper, Seller

10/4/2023

Date

DocuSigned by:

Troy D. Petty

Troy D. Petty, Buyer

10/4/2023

Date

DocuSigned by:

Annah A. Petty

Annah A. Petty, Buyer

January 5, 2024

MEMORANDUM

TO: DARE COUNTY PLANNING BOARD

FROM: Noah H Gillam, Planning Director

RE: Petty/Hooper Avon Map Amendment Application R2-A to C-2

A zoning map amendment application has been submitted by Dale Petty of Surf and Sound Realty seeking a rezoning of a portion of his property and an adjoining property owned by John Robert Hooper which Mr. Petty has under contract to purchase. The applicant currently owns 40974 NC 12 HWY, this property has dual zoning designations with the front third of the property adjacent to NC 12 being zoned C-2 commercial and the rear two-thirds being zoned R2-A. The parcel under contract to purchase is directly adjacent to the west and is zoned R2-A. Mr. Petty is seeking to have the properties rezoned C-2 Commercial. The rezoning to the C-2 designation would afford Mr. Petty the option to expand his real estate office and build a storage facility to service his offices and rental properties.

The properties surrounding the properties seeking the rezoning are R2-A, C-2 Commercial and C-3 Commercial. The properties to the north are zoned R2-A and are developed with residential dwellings. The properties to the east along NC 12 Hwy are zoned C-3 Commercial and include a restaurant, fishing pier, and beach club. The properties to the west are separated by a canal and are zoned R2-A and developed with residential. The properties to south are zoned C-2 commercial and R2-A and have a mix of residential dwellings, and commercial uses including retail, wastewater treatment plant and commercial storage warehouses. A map is included with this memo that depicts the current zoning map, current uses, and properties seeking rezoning.

In review of the Avon zoning map there are corridors of C-2 Commercial that run from NC 12 Hwy westward to the canal. These corridors of commercial all separate and intersect primarily areas zoned R2-A. In review of the zoning map and historic uses in the area the reclassification to C-2 commercial for the applicant's parcels would not disrupt the flow of the surrounding neighborhood and would result in a contiguous area of properties zoned commercial. It is staff's recommendation that the reclassification to

C-2 is appropriate. It should also be noted the R2-A does afford some uses that are commercial in nature including fish houses, real estate offices, and campgrounds.

If the applicant's map amendment application is approved, his proposed use of the property would be subject to special use permit review. This would afford the Board the opportunity to address site specifics and address concerns if any from the neighborhood.

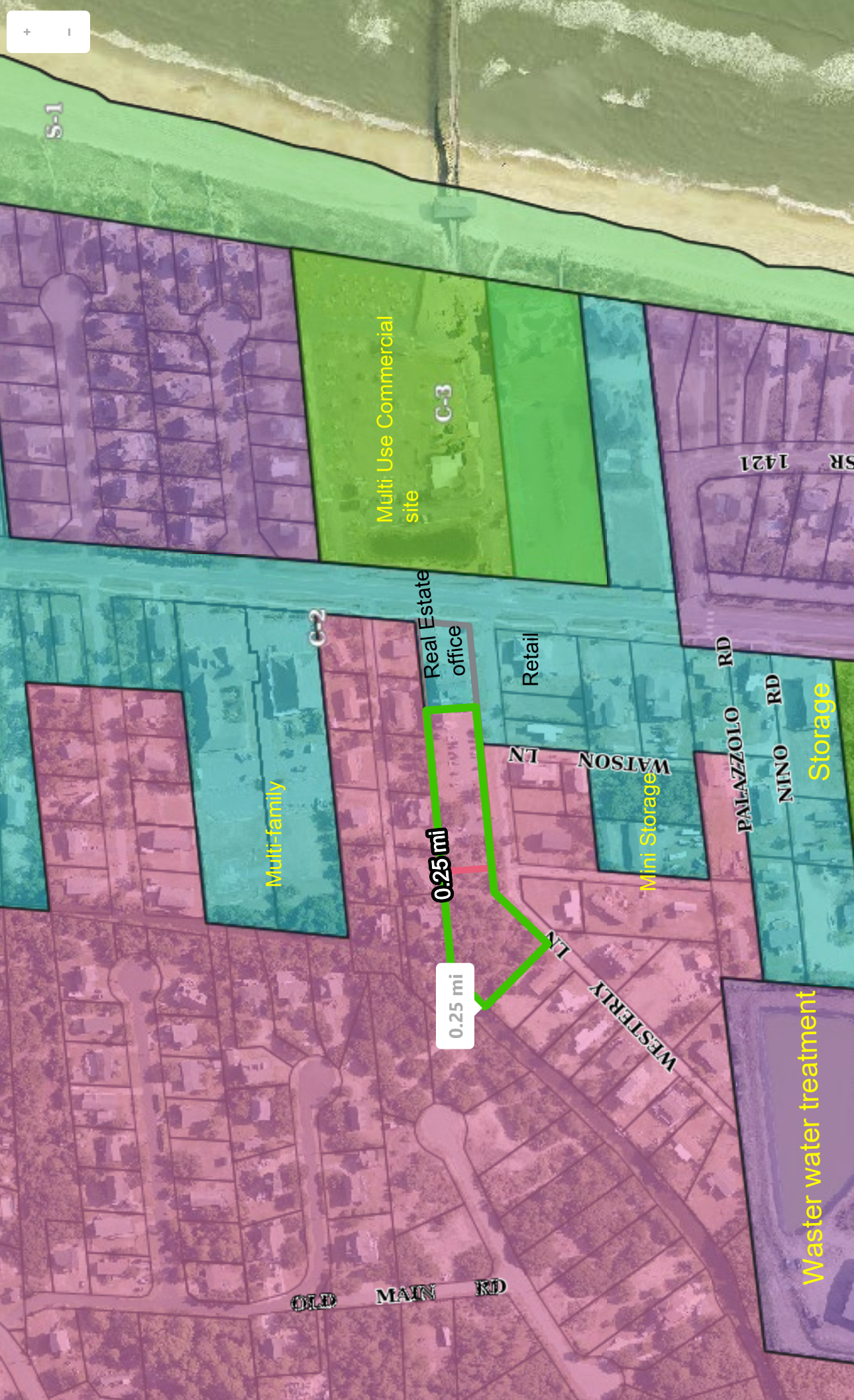
The Dare County Planning Board reviewed the proposed map amendment at their January 2, 2024 meeting and recommended approval. The Planning Board found that the proposed map amendment is consistent with the policies of the 2009 Dare County Land Use Plan, specifically LUC #5 and LUC #6. Land Use Plan policies LUC #5 and LUC #6 are attached to this memo for the Boards review.

The proposed map amendment was reviewed for consistency with the 2009 Land Use Plan since the map amendment application was submitted prior to Dare County adopting the 2022 Dare County Land Use Plan on January 2, 2024.

Any favorable action by the Board of Commissioners must also include a finding of Consistency and Reasonableness. A statement of this finding is included with this memo.

Draft Motion: "I move that the map amendment for Dale Petty and John Robert Hooper properties located along Westerly Lane in Avon be reclassified from R2-A to C-2 Commercial. A finding of Consistency and Reasonableness is adopted as part of this motion."

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



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



40974 Nc 12 HWY
Avon NC, 27915
Parcel: 014712000
Pin: 054905199646

Owners: Surf Or Sound Avon Lic -
Primary Owner
C/o Annah Petty -Primary Owner
Building Value: \$829,600
Land Value: \$326,700
Misc Value: \$14,600
Total Value: \$1,170,900

Tax District: Avon
Subdivision: Subdivision - None
Lot BLK-Sec: Lot: Blk: Sec:
Property Use: Professional
Building Type: Office Bldg L/r 1-4s
Year Built: 2002



STATEMENT OF CONSISTENCY AND REASONABLENESS

On February 5, 2024, the Dare County Board of Commissioners considered zoning map amendment applications submitted by Dale Petty of Surf and Sound Realty and John Robert Hooper. This zoning map amendment seeks to rezone their properties along Westerly Lane in Avon, NC from R2-A Alternative Medium Density Residential to C-2 Commercial.

The Dare County Planning Board reviewed the proposed zoning map amendment on January 2, 2024 and voted to recommend favorable action on the amendment

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

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

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

Land Use Compatibility Management Topic

Policy LUC #5

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

Policy LUC #6

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

Based upon the recommendation of the Planning Board and review of the policy, the Dare County Board of Commissioners finds the proposed zoning map amendment to be consistent with the 2009 Dare County Land Use Plan since the amendment will allow for uses that are already similar to the surrounding area.

The Board of Commissioners further acknowledges the intent of the C-2 commercial district is to provide for the proper grouping and development of commercial facilities to serve permanent residents and the general public.

The Dare County Board of Commissioners hereby adopts the Petty/Hooper zoning map amendment. The action reclassifies parcels 014712000 and 014722000 in Avon, NC from R2-A Alternative Medium Density Residential to C-2 Commercial.



*Older Adult Services Advisory Council
Annual Report*

Description

The purpose of the Advisory Council is to review the work of the Centers providing services for older adults in its efforts to promote, organize, plan and coordinate services and programs for residents and visitors of Dare County who are 55 years of age or older.

Board Action Requested

A report will be presented.

Item Presenter

Mary Pendill, Chairperson



Resolution to Sponsor the Southern Hatteras Island Offshore Sand Assessment Study

Description

The North Carolina Department of Environmental Quality Division of Water Resources is now accepting applications for the Coastal Storm Damage Mitigation Fund. This fund can only be used for costs associated with beach nourishment or other projects designed to mitigate or remediate coastal storm damage to ocean beaches and dune systems of the state. This fund provides a 50% match.

Dare County's grant application would propose identifying sand sources for future beach nourishment events in Avon and Buxton. This would require vibracores and surveys of offshore sites to be performed and permit coordination with designated agencies. Total cost \$500,000. Dare County match \$250,000. The beach nourishment fund has sufficient funding for proposed project.

Board Action Requested

Adopt Resolution

Item Presenter

Barton Grover, Grants & Waterways Administrator



Resolution to Sponsor the Southern Hatteras Island Offshore Sand Assessment Study

WHEREAS, Dare County desires to sponsor the Southern Hatteras Island Offshore Sand Assessment Study, to identify sufficient sand sources for future beach nourishment events.

THEREFORE, BE IT RESOLVED THAT:

- 1) Dare County requests the State of North Carolina provide financial assistance to Dare County for the Southern Hatteras Island Offshore Sand Assessment Study in the amount not to exceed \$250,000;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 5th day of February, 2024.

Robert Woodard, Sr., Chairman

Attest:

Skyler Foley, Clerk to the Board



Resolution Requesting that the North Carolina Marine Fisheries Commission Hold a Quarterly Meeting in Dare County Each Year

Description

The Marine Fisheries Commission is a nine-member board appointed by the Governor that is responsible for managing, protecting, preserving, and enhancing the marine and estuarine resources under its jurisdiction. The operating procedures of the commission states that the commission shall meet at least once in each quarter, at such time and place as it may determine, except that at least three of the four quarterly meetings shall be held in one of the coastal regions as defined in N.C.G.S. 143B-289.54, as provided by N.C.G.S. 143B-289.56. This Resolution is requesting that the Marine Fisheries Commission holds at least one of their quarterly meetings in Dare County each year.

Board Action Requested

Adopt Resolution

Item Presenter

Commissioner Steve House



Resolution Requesting that the North Carolina Marine Fisheries Commission Hold a Quarterly Meeting in Dare County Each Year

WHEREAS, the North Carolina Marine Fisheries Commission, or NCMFC, is a nine-member board appointed by the governor that is responsible for managing, protecting, preserving, and enhancing the marine and estuarine resources under its jurisdiction; and,

WHEREAS, the NCMFC does this by adopting rules and policies, implementing management measures for fisheries and advising the state on marine fisheries within the jurisdiction of regional and federal boards and councils; and,

WHEREAS, the operating procedures of the commission state that the commission shall meet at least once in each quarter, at such time and place as it may determine, except that at least three of the four quarterly meetings shall be held in one of the coastal regions as defined in N.C.G.S. 143B-289.54, as provided by N.C.G.S. 143B-289.56; and,

WHEREAS, according to the North Carolina Division of Marine Fisheries, Dare County has the highest seafood volume and value of any North Carolina county; and,

WHEREAS, the NCMFC has not held a meeting in Dare County since November 2018, making it a challenge for watermen in Dare County and northeastern North Carolina to participate in meetings and public hearings that impact their livelihoods; and,

THEREFORE, BE IT RESOLVED, that the Dare County Board of Commissioners requests that the NCMFC hold at least one of its quarterly meetings in Dare County each year.

This the 5th day of February 2024.

Robert Woodard, Sr., Chairman

Attest: _____
Skyler Foley, Clerk to the Board



Resolution Opposing Striped Mullet Fishery Management Plan Draft Amendment 2 Due to Outdated, Unreliable Data

Description

The North Carolina Fisheries Reform Act requires that fishery management plans be developed for the state's commercially and recreationally important species to achieve sustainable levels of harvest. The Striped Mullet Fishery Management Plan Draft Amendment 2 has been completed and contains various proposed management options pertaining to the commercial and recreational striped mullet fisheries, however, the data included in the study was outdated and unreliable.

Board Action Requested

Adopt Resolution

Item Presenter

Commissioner Steve House



Resolution Opposing Striped Mullet Fishery Management Plan Draft Amendment 2 Due to Outdated, Unreliable Data

WHEREAS, the North Carolina Fisheries Reform Act requires that fishery management plans be developed for the state’s commercially and recreationally important species to achieve sustainable levels of harvest; and,

WHEREAS, all management authority for North Carolina’s striped mullet fishery is vested in the State of North Carolina; and,

WHEREAS, Striped Mullet Fishery Management Plan Draft Amendment 2 has been completed and contains various proposed management options pertaining to the commercial and recreational striped mullet fisheries; and,

WHEREAS, stock assessments are the primary tool used to assist in determining the status of stocks and developing appropriate management measures to ensure the long-term viability of stocks; and,

WHEREAS, the data being used on the biomass of the striped mullet for Striped Mullet Fishery Management Plan Draft Amendment 2 was collected in 2019, and striped mullet biomass data was not collected in 2020 or 2021 due to COVID-19 restrictions and modified work schedules that resulted from the State of Emergency declared by North Carolina Governor Roy Cooper; and,

WHEREAS, striped mullet reach maturity in two years, further emphasizing that the 2019 data used in the plan is outdated and unreliable; and,

WHEREAS, the data included in the study for the recreational fishery is vastly incomplete and only accounts for approximately 2 percent of the fishery take; and,

THEREFORE, BE IT RESOLVED, that the Dare County Board of Commissioners expresses strong opposition to Striped Mullet Fishery Management Plan Draft Amendment 2—which has been proposed by the North Carolina Marine Fisheries Commission—and recommends that this amendment be placed under further review due to the outdated and unreliable data.

This the 5th day of February 2024.

Robert Woodard, Sr., Chairman

Attest: _____
Skyler Foley, Clerk to the Board



A Request to Permanently Close an Unimproved Portion of Washington Street in Manteo

Description

A request has been made for the Dare County Board of Commissioners to permanently close a portion of the unimproved extension of the road known as Washington Street on Roanokae Island located between First Street and N US 64/264 Highway, and north of Barlow Street.

Attached is a Resolution declaring the intent to close a portion of the street along with a map showing the unimproved extension of Washington Street.

Board Action Requested

Adopt Resolution declaring intent to closes the street & set a Public Hearing for 9:00 a.m. on March 4, 2024

Item Presenter

Noah H Gillam, Planning Director



**A RESOLUTION BY THE DARE COUNTY BOARD OF COMMISSIONERS
DECLARING IT'S INTENT TO PERMANENTLY CLOSE A PORTION OF THE
UNIMPROVED EXTENSION OF THE DARE COUNTY PUBLIC ROAD KNOWN AS
WASHINGTON STREET.**

WHEREAS, the unimproved extension of Washington Street is located in unincorporated Dare County, and

WHEREAS, the unimproved extension of Washington Street is a public road, and

WHEREAS, the unimproved extension of Washington Street is depicted on the plat of Roanoke Park in Map Book 2, Page 26 in the Dare County Public Registry and

WHEREAS, the Dare County Board of Commissioners declares its intent to permanently close a portion of the unimproved extension of the Dare County public road known as Washington St, located north of Barlow Street and between First Street and N US 64/264 Highway as noted on the map of the area labelled Attachment A with this resolution, and

WHEREAS, NCGS 153A-241 establishes procedures by which local governments can consider the abandonment of public roads after a duly advertised hearing and other public notice procedures are enacted.

NOW, THEREFORE, BE IT RESOLVED the Dare County Board of Commissioners declares its intent to permanently close the unimproved extension of the publicly-dedicated road known as Washington Street in Manteo, North Carolina and in accordance with North Carolina General Statute 153A-241 a public hearing on the question shall be held at 9:00 a.m. on March 4, 2024.

ADOPTED the 5th day of February, 2024 by the Dare County Board of Commissioners

SEAL:

Robert L. Woodard, Chairman
Dare County Board of Commissioners

Attest: _____
Skyler Foley, Clerk

STATE OF NORTH CAROLINA
DARE COUNTY

CONSENT TO CLOSURE OF A PORTION OF WASHINGTON ST. SR-1558

I, Burnside Estates LLC by Michael R. Davenport, the undersigned, first being duly sworn, do hereby depose and say:

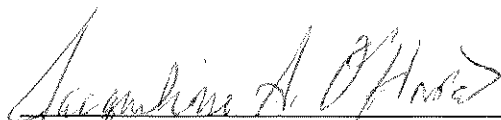
1. I am the exclusive owner of Lots 7,8 & 9, Block 6, Roanoke Park extended, Pin#9880101362318.
2. My property adjoins the Dare County paper street known as Washington St.
3. I consent to the closure of the adjoining part of Washington St.
4. I support the Dare County Board of Commissioners closing part of Washington St. permanently.



Burnside Estates LLC by Michael R. Davenport

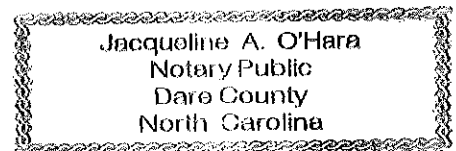
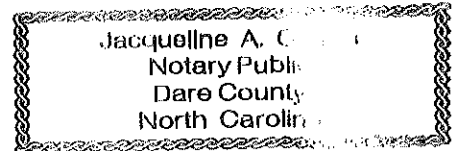
STATE OF NORTH CAROLINA
DARE COUNTY

Sworn to and subscribed before me on this 27th day of November, 2023.


Signature

Name of Notary Public: Jacqueline A. O'Hara

My commission expires: 8-5-28



STATE OF NORTH CAROLINA
DARE COUNTY

CONSENT TO CLOSURE OF A PORTION OF WASHINGTON ST. SR-1558

I, Edgar Mallory & Ruth Mallory, the undersigned, first being duly sworn, do hereby depose and say:

1. I am the exclusive owner of Lot 15, Block 6, Roanoke Park extended, Pin#988010360205.
2. My property adjoins the Dare County paper street known as Washington St.
3. I consent to the closure of the adjoining part of Washington St.
4. I support the Dare County Board of Commissioners closing part of Washington St. permanently.

Edgar Mallory 12-19-23
Edgar Mallory

Ruth Mallory 12/19/23
Ruth Mallory

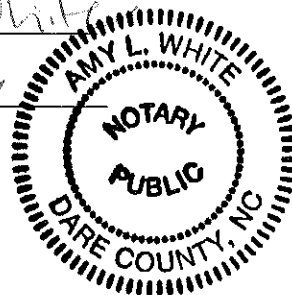
STATE OF NORTH CAROLINA
DARE COUNTY

Sworn to and subscribed before me on this 19th ^{December} day of ~~November~~, 2023.

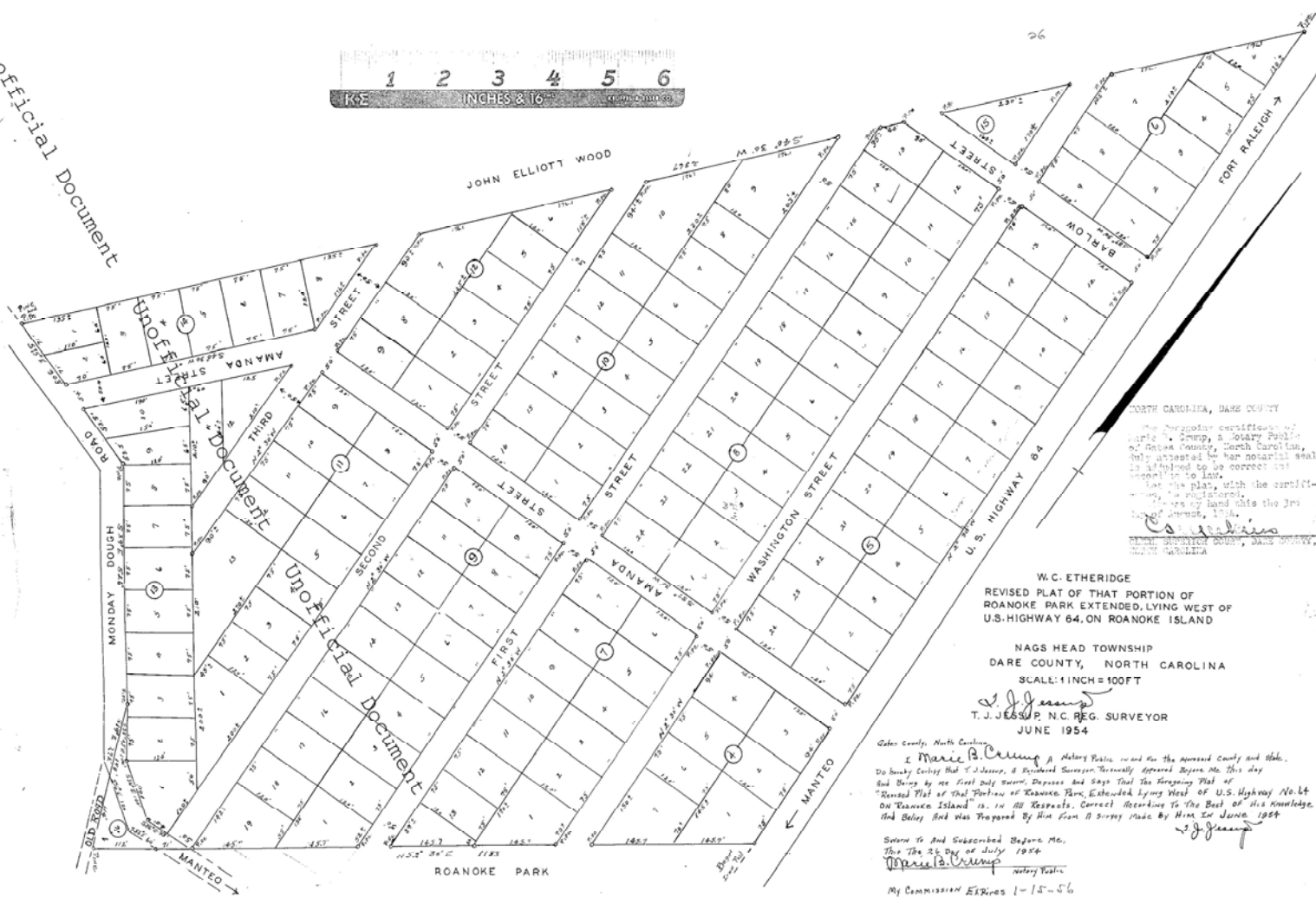
Amy L. White
Signature

Name of Notary Public: Amy L. White

My commission expires: 09/15/2027



Unofficial Document



NORTH CAROLINA, DARE COUNTY
I, *W.C. Etheridge*, Notary Public,
of Dare County, North Carolina,
do hereby certify that the within
plat is a true and correct copy
of the original plat, with the
corrected bearings and distances,
as shown on the original plat,
and that the same is in full
compliance with the laws
of this State.
W.C. Etheridge
Notary Public, Dare County,
North Carolina

W.C. ETHERIDGE
REVISED PLAT OF THAT PORTION OF
ROANOKE PARK EXTENDED, LYING WEST OF
U.S. HIGHWAY 64, ON ROANOKE ISLAND

NAGS HEAD TOWNSHIP
DARE COUNTY, NORTH CAROLINA
SCALE: 1 INCH = 100 FT

T.J. Jessup
T.J. JESSUP, N.C. REG. SURVEYOR
JUNE 1954

Marie B. Crump
I, *Marie B. Crump*, a Native-Born, do hereby certify and state
to every effect that T.J. Jessup, a Registered Surveyor, personally appeared before me this day
and being by me first duly sworn, Deposed and Said that the foregoing Plat of
"Revised Plat of That Portion of Roanoke Park, Extended Lying West of U.S. Highway No. 64
on Roanoke Island" is, in all respects, correct according to the Best of his Knowledge,
and Belief and was Prepared by him from a Survey Made by him in June, 1954.
Marie B. Crump
Notary Public
Sworn to and Subscribed Before Me,
This 26 Day of July 1954.
My Commission Expires 1-15-56

Unofficial Document
Unofficial Document

B. PCH P. 188
2/18/2018 11:41 AM
Barbara M. Gray, Register of Deeds, Dare Co., NC

Doc Id: 6284478
Sheet # 02/217

P.C. H 51. 198



FILED
March 6 2018
BARBARA M. GRAY
REGISTER OF DEEDS
DARE COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF DARE
REVIEW OFFICER

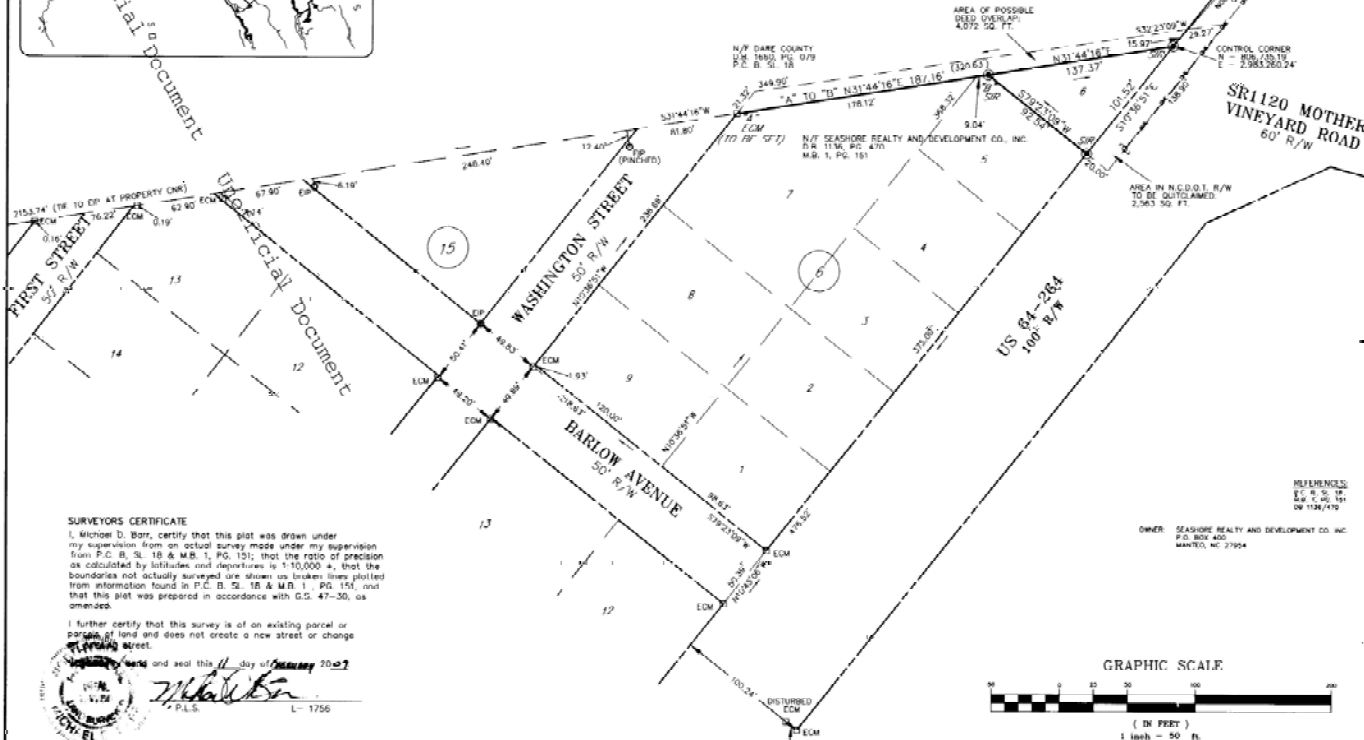
____ REVIEW OFFICER OF DARE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: _____ REVIEW OFFICER: _____

- NOTES:
1. AREA DETERMINED BY COORDINATE METHOD.
 2. ROW WIDTH AT ALL LOT CORNERS UNLESS OTHERWISE NOTED HEREON.
 3. UNDEGROUND UTILITIES, IF ANY, WERE NOT LOCATED BY THIS SURVEY; FURTHER EVALUATION MAY BE REQUIRED.
 4. THIS SURVEY IS BASED ON FIELD LOCATION OF EXISTING MONUMENTATION AND RECORDED INFORMATION.
 5. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DEVELOPED BY A TITLE AND RECORDS TITLE SEARCH.
 6. F.I.W. ZONE ZONE N. PARCEL 1 STARMAP J ADOPTED 09/30/2006. PARCEL IS SUBJECT TO CHANGE BY STATE.
 7. PAR. 188000031310, LOTS 1-9 IN BLOCK 6 RECORDED REFERENCES: D.R. 1136, PG. 470, M.B. 5, 6, 24, M.B. 1, PG. 151 LOT 6 AREA: 4,802.29 SQ. FT. (0.108 AC)
 8. THE PURPOSE OF THIS ADJACED PLAT IS TO IDENTIFY DISCREPANCIES IN MONUMENTATION AND PLAT INFORMATION FOR M.B. 5, PG. 121 & M.B. 2, PG. 28 AND POSSIBLE PROBLEMS WITH N.C.D.O.T. INFORMATION FOR U.S. ROUTE RIGHT OF WAY.

LEGEND	
SR	EXISTING CONCRETE MONUMENT
SR	SET IRON ROD
SR	EXISTING IRON ROD
SR	EXISTING IRON PIPE
SR	TELEPHONE PEDESTAL
SR	WATER VALVE
SR	FIRE HYDRANT
SR	OVERHEAD UTILITY POLE
M.B.L.	MAXIMUM BUILDING LIMIT
W.T.H.	NOT TO SCALE
R/W	RIGHT OF WAY
EDM	EDGE OF PAVEMENT
EDM	CURBLINE
D.R.	DEED BOOK
S.F.	SQUARE FEET

BE IT WELL UNDERSTOOD THAT THE ABOVE CONVEYANCES ARE MADE BY SCALE FACTOR: 0.999988111 (MULTIPLY BY 100 TO GET FEET); EXISTING: 2,363.50 SQ. FT.



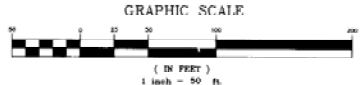
SURVEYOR'S CERTIFICATE

I, Michael D. Barr, certify that this plat was drawn under my supervision from an actual survey made under my supervision from P.C. B. 5L, 1B & M.B. 1, PG. 151; that the ratio of precision as calculated by latitude and departure is 1:10,000 +, that the boundaries not actually surveyed are shown as broken lines plotted from information found in P.C. B. 5L, 1B & M.B. 1, PG. 151, and that this plat was prepared in accordance with G.S. 47-30, as amended.

I further certify that this survey is of an existing parcel or portion of land and does not create a new street or change an existing street.

Witness my hand and seal this 11th day of February 2018.

Michael D. Barr
M.D.B.
L-1756



Based on Professional Drawing
2-18-18
2018
DARE COUNTY REGISTER OF DEEDS

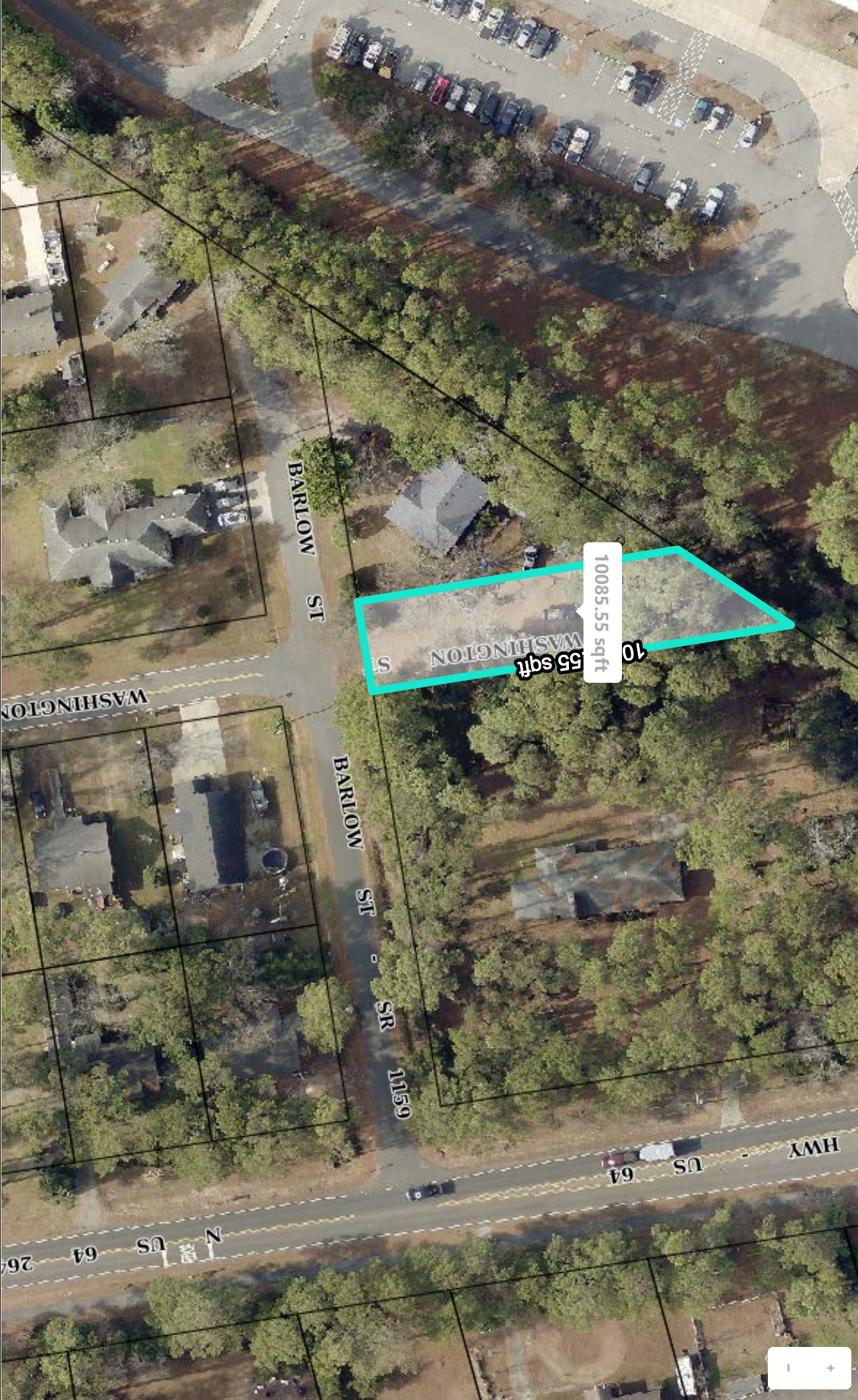
BUSSELL
Professional Surveyors
and Environmental Scientists

DARE COUNTY
BOARD OF EDUCATION

MANTEO TOWNSHIP, JAMES COUNTY, NORTH CAROLINA
ANNEXED BOUNDARY SURVEY OF LOT 5 AND THE REMAINDER OF BLOCK 5 - ROANOKE PARK EXTENDED SUBDIVISION

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DATE: 11-02-08 SCALE: 1"=50'
DRAWN BY: JMB
CHECKED BY: JMB
DATE: 11-02-08
PROJECT NO: 4017
SHEET: 1 of 1



10085.55 sqft

55 sqft

BARLOW ST

BARLOW ST

SR 1159

HWY 64

US 64



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

978 N Hwy 64/264
Manteo NC, 27954
Parcel: 016427000
Pin: 988010362318

Owners: Burnside Estates Llc -
Primary Owner

Building Value: \$153,900
Land Value: \$141,700
Misc Value: \$18,300
Total Value: \$313,900

Tax District: Manteo Out
Subdivision: Roanoke Park Extended
Rev

Lot BLK-Sec: Lot: 1-5, 7-9 Blk: 6 Sec:
Property Use: Residential
Building Type: Ranch
Year Built: 1954

32



016427-000

11-988010-RT-042



Dare County Schools Early College

Description

The County Manager will update the Board on the 1/16 CIPC meeting with Dare County Schools regarding an Early College facility and site.

The first attachment shows assumptions used and the results of the project on the School Capital Investment Fund and Debt Affordability Model.

The second attachment is the School Model with the project and debt in CY 2025.

Board Action Requested

Direction.

Item Presenter

David Clawson, Finance Director

Dare County School Early College Project

Dare County Schools Capital Investment Fund/Debt Affordability Model

Assumptions

\$25 million project size

Issue the related debt in summer of 2025

Maintain school local capital outlay as Paygo with an annual 5% increase.

Maintain school CIP as Paygo with a 5% annual increase after current CIP (after FY 2028).

Restricted sales tax growth at a conservative 3% per year.

Debt interest rate at a conservative 5%.

Results

Can afford to do with CY 2025 debt issue.

No General Fund \$ needed and no property tax impact.

Will have future debt capacity for schools:

- Amount depends on timing.
 - FY 2030 = ~\$38 million
 - FY 2033 = ~\$52 million
 - FY 2035 = ~\$62.5 million

County of Dare, North Carolina
Financial Model for Dare County Schools



Wednesday, January 17, 2024

Version 1b
Early College at COA Site
Close after 6/30/2025

	\$ Amount	Year
Debt Issue #1	\$ 25,000,000	2025
Debt Issue #2	\$ -	2030
Debt Issue #3	\$ -	2040

There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

FY Ending	Revenues			Expenditures				Ending Balances					
	Annual Resources	General Fund Support from CIF	Total Revenue	Currently Issued Debt Service	New Debt Service	Pay-Go Projects	Total Debt Service & Pay-Go (\$)	School Capital Investment Fund Ending Balance (\$)	FB Coverage	Fund Balance Restricted for Schools	PSCB Fund Held by State	Totals	
June-19	\$ 4,753,802	\$ 5,993,982	\$ 10,747,784	\$ 9,463,416		\$ 1,591,000	\$ 11,054,416	\$ 0					
June-20	\$ 8,206,008	\$ 2,558,392	\$ 10,764,400	\$ 8,774,400		\$ 1,990,000	\$ 10,764,400	\$ 0	0.00	20			
June-21	\$ 6,590,662	\$ 2,305,417	\$ 8,896,079	\$ 8,318,703		\$ 577,376	\$ 8,896,079	\$ 0	0.00	21			
June-22	\$ 6,609,406	\$ 3,585,370	\$ 10,194,776	\$ 7,896,776		\$ 2,298,000	\$ 10,194,776	\$ 0	0.00	22			
June-23	\$ 6,866,911	\$ 4,298,230	\$ 11,165,141	\$ 7,593,336		\$ 3,571,805	\$ 11,165,141	\$ 0	0.00	23	\$ 0	\$ 374,876	\$ 374,877
June-24	\$ 6,821,977	\$ 1,622,672	\$ 8,444,649	\$ 5,749,649	\$ -	\$ 2,695,000	\$ 8,444,649	\$ 1	0.00	24	\$ 1	\$ 672,963	\$ 672,964
June-25	\$ 6,975,136	\$ 645,371	\$ 7,620,507	\$ 4,768,007	\$ -	\$ 2,852,500	\$ 7,620,507	\$ 0	0.00	25	\$ 0	\$ 1,028,715	\$ 1,028,715
June-26	\$ 7,184,390	\$ -	\$ 7,184,390	\$ 2,648,763	\$ 621,563	\$ 2,713,000	\$ 5,983,326	\$ 1,201,065	0.45	26	\$ 1,201,065	\$ 1,393,293	\$ 2,594,358
June-27	\$ 7,399,922	\$ -	\$ 7,399,922	\$ 2,536,768	\$ 2,518,125	\$ 2,697,525	\$ 7,752,418	\$ 848,569	0.33	27	\$ 848,569	\$ 1,766,883	\$ 2,615,452
June-28	\$ 7,621,920	\$ -	\$ 7,621,920	\$ 1,847,044	\$ 2,454,375	\$ 2,726,151	\$ 7,027,570	\$ 1,442,919	0.78	28	\$ 1,442,919	\$ 2,149,673	\$ 3,592,592
June-29	\$ 7,850,577	\$ -	\$ 7,850,577	\$ 1,767,128	\$ 2,390,625	\$ 3,241,459	\$ 7,399,212	\$ 1,894,284	1.07	29	\$ 1,894,284	\$ 2,541,857	\$ 4,436,140
June-30	\$ 8,086,095	\$ -	\$ 8,086,095	\$ 269,420	\$ 2,326,875	\$ 3,403,532	\$ 5,999,826	\$ 3,980,552	14.77	30	\$ 3,980,552	\$ 2,943,629	\$ 6,924,182
June-31	\$ 8,328,678	\$ -	\$ 8,328,678	\$ 56,924	\$ 2,263,125	\$ 3,573,708	\$ 5,893,757	\$ 6,415,473	112.70	31	\$ 6,415,473	\$ 3,355,192	\$ 9,770,665
June-32	\$ 8,578,538	\$ -	\$ 8,578,538	\$ 55,262	\$ 2,199,375	\$ 3,752,394	\$ 6,007,030	\$ 8,986,981	162.63	32	\$ 8,986,981	\$ 3,776,750	\$ 12,763,731
June-33	\$ 8,835,894	\$ -	\$ 8,835,894	\$ 53,600	\$ 2,135,625	\$ 3,940,013	\$ 6,129,238	\$ 11,693,637	218.17	33	\$ 11,693,637	\$ 4,208,511	\$ 15,902,148
June-34	\$ 9,100,971	\$ -	\$ 9,100,971	\$ 51,938	\$ 2,071,875	\$ 4,137,014	\$ 6,260,827	\$ 14,533,781	279.83	34	\$ 14,533,781	\$ 4,650,689	\$ 19,184,470
June-35	\$ 9,374,000	\$ -	\$ 9,374,000	\$ 50,276	\$ 2,008,125	\$ 4,343,865	\$ 6,402,265	\$ 17,505,515	348.19	35	\$ 17,505,515	\$ 5,103,500	\$ 22,609,016



Dare Guarantee Scholarship

Description

The Dare Guarantee Scholarship Program provides \$250,000 to pay any COA tuition and fees that are not covered by financial aid and scholarships. A request has been made to the Board to consider expanding this scholarship opportunity to the individuals in Dare Challenge and to the individuals that participate in the Recovery Court Program.

Board Action Requested

Board Consideration

Item Presenter

Commissioner Ervin Bateman



Manns Harbor-Traffic Safety

Description

The Manns Harbor Civic Association has brought attention to traffic safety issues at the intersection in Manns Harbor. They have had discussions with Sheriff Doughtie and NCDOT and have presented multiple modifications that could be effective. The Board of Commissioners will need to review the proposed modifications and approve a letter of support to be sent to DOT.

Board Action Requested

Board review and approval

Item Presenter

Robert Outten, County Manager



N O R T H C A R O L I N A

Dare County Commissioners
P.O. Box 1000
Manteo, NC 27953

January 19, 2024

Dear County Commissioners:

With much appreciation, the Manns Harbor Civic Association, would like to thank you for the recent attention given to traffic safety issues from local motorists and the excited visitor approaching and motoring through our busy intersection. We feel we would be negligent in our duties to protect the local citizens and the traveling public if we did not identify our concerns. We are most appreciative if your governing body will lend its support in our efforts!

We have been proactive in exploring with the Edenton NCDOT staff several possibilities which may help the situation of forcing the ever-increasing volumes of traffic, flowing daily through the Manns Harbor intersection, to adhere to the posted (but rarely adhered to) 40 mph speed limit. In addition, a recent chat of support with our county Sheriff Doughtie was valued. Many options were reviewed during conversations with NCDOT officials and it was agreed that any or all of these options would be effective:

- Installation of message boards for traffic approaching from the west and eastbound lanes, indicating "Slower Speeds Ahead." And a board showing the motorist speed with reminders of the slower speed limit.
- A flashing "Lower Speed Limits Ahead" sign installed on the westbound lane railing of the Virginia Dare Bridge.
- Lower the posted speed limit through the commercially-zoned 4-lane intersection from 40 mph to 35 mph. With strict enforcement from combined efforts with the Dare County Sheriff's Office and the NC Highway Patrol, the message will soon become abundantly clear that slower speeds through Manns Harbor will continue to be enforced.
- More frequent trimming of trees and shrubs on either side of the 4-lane near the west end of the Virginia Dare Bridge which can restrict or hamper visibility.

Post Office Box 88
Manns Harbor, North Carolina 27953



N O R T H C A R O L I N A

Pg. 2 Dare County Commissioners

We hope the general traveling public will eventually see this as a welcoming first contact with our businesses in Manns Harbor and an initiation to the slower pace of our community and the Outer Banks. They've arrived! Slow down to "island time" and enjoy your visit to the Outer Banks of North Carolina!

Respectfully,

Manns Harbor Civic Association Board

Robin A Mann, President
Timmy Midgett, Vice President
Deanie Midgett, Treasurer
Cyndy M. Holda, Secretary
Rebecca Basnight
Hilda Bayliss
David Padgett

CC: DOT Marshall Gill
Edenton Office

Post Office Box 88
Manns Harbor, North Carolina 27953



*Lease Agreement
County of Dare to Town of Kitty Hawk*

Description

Lease Agreement for the construction of the Kitty Hawk EMS Station that includes a fire department bay that will be utilized by the Town of Kitty Hawk.

Board Action Requested

Approve Lease for Chairman's Signature

Item Presenter

Robert Outten, County Manager

NORTH CAROLINA
DARE COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered unto this the ___ day of _____, 2024, by and between **COUNTY OF DARE**, hereinafter referred to as the Lessor, and the **TOWN OF KITTY HAWK**, hereinafter referred to as Lessee:

WITNESSETH

The Town of Kitty Hawk has conveyed a parcel of land owned by the Town to Lessor to be used by Lessor as an EMS station. In consideration of the transfer the said parcel of land Lessor has agreed to construct, as a part of the EMS facility, without cost to the Town, a fire department bay to be used by the Town. The parties will operate a joint EMS and fire department facility upon the property described below, with Lessor operating the EMS station and Lessee using and operating the fire bay for fire truck storage. Lessor will construct the joint facility and lease the fire department portion of the facility to KH upon the terms of this lease.

Now therefore, and in consideration of the premises recited herein and the rents to be paid, Lessor demises and leases to the Lessee and the Lessee rents from the Lessor the demised premises on the following terms and conditions:

1. **LEASED PREMISES:** The portion of the property designated as “FIRE BAY” as shown on the plan entitled Dare County EMS Station 9 which is attached, together with the associated drive aisles, parking to be used in common with Lessor (KH portion), upon the property located at 4911 and 4907 Putter Lane, Kitty Hawk, NC and being lots 211 and 212 as shown on Sheets One, Two, Three, and Four of the map or plat of Kitty Hawk Beach Section C by C.C. Corey, Registered Land Surveyor, dated March 20, 1966, and recorded in Map Book 2, Pages 264, 265, 266 and 267 in the Public Registry of Dare County North Carolina.
2. **USE OF PREMISES:** Lessor expects to finance the facilities with tax-exempt debt obligations. Lessee shall not violate any of Lessor’s obligations on such debt and shall use the premises for Town of Kitty Hawk fire department uses only and shall not allow its use for any other purposes.
3. **LEASE TERM:** This lease shall commence upon the issuance the certificate occupancy for the facility to be constructed. Lessee shall have and hold the demised premises for a term of forty (40) years.
4. **RENT AMOUNT:** Lessee, and Lessee only, may use the property without rent.
5. **ALTERATIONS OR IMPROVEMENTS:** Lessee shall not be authorized to make alterations or improvements to premises without the consent of Lessor.
6. **UTILITIES:** All utilities including, water, electricity, gas, and sewer shall be connected in the name of Lessor and the costs there of paid by Lessor
7. **MAINTENANCE:** Lessor shall keep and maintain the premises and the structures thereon.

8. **INSURANCE AND INDEMNIFICATION:** To the extent authorized by law and without waiving any defenses, including but not limited to the defense of sovereign immunity, Lessee will indemnify Lessor and its agents, and save them harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence in, upon the portion of the demised premises in the occupancy or use by the Lessee, if caused by any act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires.

Lessor shall insure the entire premises with replacement value coverage and carry liability insurance in an amount not less than \$1 million per occurrence and \$3 million in the aggregate.

Lessor and Lessee shall each insure its own contents in such amount as it deems appropriate.

9. **RIGHT TO INSPECT PREMISES:** After reasonable notice to Lessor or its agent shall have access to the demised premises for the purpose of examining and inspecting the condition of the same.

10. **CONDEMNATION:** If the whole of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public purpose or use, then the terms of this lease shall cease and terminate as of the date of title vesting in such proceeding and all sums paid as a part of the condemnation proceeding shall be paid to Lessor.

11. **RECONSTRUCTION:** If the premises shall be partially damaged by fire or other casualty during the term of this lease, or any extension thereof, Lessor at its option may reconstruct the premises without further consent of Lessee and Lessee shall continue to be bound by the terms of this lease. If Lessor notifies Lessee in writing of its election not to reconstruct, this lease shall terminate.

12. **ASSIGNMENT:** Neither party, without the written consent of the other, shall have the right to sublet the premises in whole or in part to any non-governmental agency or entity, it being the purpose of this lease to provide facilities for Dare EMS and for the fire department use of Lessee.

13. **LICENSES:** Lessee shall obtain in its name all licenses and permits necessary to construct the contemplated improvements and to operate its business.

14. **RECORDING:** Lessee may record this lease without the written consent of the Lessor.

15. **BINDING NATURE:** The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, representatives, successors, grantees and assigns, of the parties hereto.

16. **SUBORDINATION:** The Lessor may be required to execute and record Deeds of Trust, Security Agreements, Fixture Filings or other documents, which documents may be amended from time to time (the "Deed of Trust"), for the benefit of Dare County Public Facilities Corporation, that places a lien on the Leased Premises described in Section 1 to secure the Lessor's obligations under an Installment Financing, as may be amended or refinanced from time to time (the

“Installment Financing Contract”) between the Lessor and the Corporation under which the Lessor has financed improvements on the Leased Premises. This lease is expressly subordinate to the Deed of Trust and any future deed of trust or other documents executed and delivered by the Grantor for the purpose of financing or refinancing its obligations under the installment financing contract referred.

17. COMPLIANCE WITH INSTALLMENT FINANCING CONTRACT: The Lessee understands that under the Contract and Deed of Trust the Lessor has undertaken certain responsibilities for the Leased Premises, including among other things for its care, use, operation, insurance, and made certain agreements related to the Leased Premises, including among other things related to circumstances upon the damage, destruction and condemnation of the Leased Premises. Notwithstanding anything else in this lease to the contrary, the Lessee agrees to fulfill the Lessor’s responsibilities under the Contract and Deed of Trust related to the Leased Premises and that in the event of any conflict between the Contract or the Deed of Trust and this lease, the terms of the Contract and the Deed of Trust will control.

Entered the day and year first above written.

LESSOR:

County Dare

By: _____
Chairman or the Board of Commissioners

Attest: _____
Clerk to the Board

SEAL

LESSEE:

Town of Kitty Hawk

By: _____
Mayor

Attest: _____
Town Clerk

SEAL

(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

STATE OF NORTH CAROLINA
COUNTY OF DARE

I _____, a notary public for the aforesaid state and county certify, certify that Craig Garriss came before me this day and acknowledged that he is the Mayor of the Town of Kitty Hawk, a body politic, and by the authority duly given and as the act of the Kitty Hawk Board of Commissioners, the forgoing instrument was duly signed in its name by himself as its Mayor, sealed with its corporate seal and attested by the Town Clerk.

Witness my hand and seal this the ___ day of _____, 2024.

SEAL

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF DARE

I _____, a notary public for the aforesaid state and county certify, certify that Robert L. Woodard, Sr. came before me this day and acknowledged that he is the Chairman of the Dare County Board of Commissioners, a body politic, and by the authority duly given and as the act of the Dare County Board of Commissioners, the forgoing instrument was duly signed in its name by himself as its Chairman, sealed with its corporate seal and attested by the Clerk to the Board.

Witness my hand and seal this the ___ day of _____, 2024.

SEAL

Notary Public

My commission expires: _____



Consent Agenda

Description

1. Approval of Minutes (January 2nd, 2024)
2. Tax Collector's Report
3. Revision to the Board of Commissioners List of 2024 Meeting Dates
4. FY2024 Transportation Department's Drug & Alcohol Testing Policy
5. Stumpy Point Volunteer Fire Department – Firefighter Relief Board Appointments
6. Amendment to the Capital Project Ordinance & Budget Amendment for Capital Investment Fund for Manteo & Frisco EMS Stations
7. NC 911 Board Portable Radio PSAP Grant
8. DHHS – Division of Social Services – YoungWilliams Contract Amendment
9. DHHS – Public Health Division- Bridge Access Program Funding for COVID-19 Vaccines

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

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

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., January 2nd, 2024

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

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
Master Public Information Officer, Dorothy Hester
Clerk, 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.

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

The Chairman asked for a motion to amend the agenda to add Item 4A Resolution Concerning HB 259.

MOTION

Vice-Chairman Overman and Commissioner Couch motioned to amend the agenda to add Item 4A.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

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

- Announced that the State of the County will be held on January 23rd, 2024 at 8 a.m. at Captain George’s Restaurant from 8:00 a.m.-12:00 p.m.
- Reminded everyone that the 33rd Annual Martin Luther King Celebration will take place Saturday January 13th at 11:00 a.m. at First Flight High School Auditorium.
- Wished everyone a Happy New Year.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Allison Woodard, received a 15-year pin from Beth Bradley.

ITEM 3 – EMPLOYEE OF THE MONTH – JANUARY 2024

Due to scheduling conflicts, the January recipient of the Employee of the Month award would be presented at the February meeting.

ITEM 4 – PUBLIC COMMENTS

At 9:13 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which may be viewed in their entirety in a video on the County website:

The following comments were made in Manteo-

1. Spottswood Graves
 - Spoke on the history and importance of Dr. King and that Americans celebrate the official Martin Luther King Day on January 20th, which was first celebrated in 1986.
 - Stated that on January 13th at 11 a.m. at First Flight High School, the Elizabeth City State Senior Choir will perform a musical concert that presents the legacy of Dr. King.
2. Duke Geraghty
 - Expressed his concern on Item 13 – Stormwater Management Update and explained he does not understand the purpose and asked the Board to provide further detail.
 - Concerned on how it will affect individual property owners.
3. Malcolm Fearing
 - Wanted to address two important issues that affect the community: healthcare and housing.
 - Referenced the 1950 Census and that Dare County had roughly 5,000 people, Currituck & Hyde County had a higher population.
 - Median cost for a house in Duck is \$940,000 and the lowest cost for a house in the County is \$322,000 in Wanchese, which both have extravagant down payments and mortgages.
 - Median income in Dare County is south of \$70,000 – Individual is \$41,000.
 - The Carolina Study showed that Dare County needs 3,000 units – roughly 750 acres of land.
 - He is concerned for the next generation and how majority of them will not reside in Dare County.
 - Stated that he has proposed his Buffalo City idea throughout the county and is concerned that it is being advertised for lease for farmland.

The following comments were made in Buxton – There were no comments made in Buxton

The County Manager closed Public Comments at 9:30 a.m.

ITEM 4A – RESOLUTION CONCERNING HB 259 (Att. #1)

Chairman Woodard emphasized the importance of housing within Dare County and expressed his optimism that by forming a Task Force, the municipalities and the county can

collaborate effectively and achieve a mutual agreement to address the housing issue. It is crucial to note that he stated that the Board have no intentions of bypassing or disregarding any municipal ordinances, rules, or regulations in this process.

MOTION

Chairman Woodard presented a motion to adopt Resolution Concerning HB 259.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 5 – PUBLIC HEARING – ZONING TEXT AMENDMENT TO SECTION 22-23.2 MH-A ZONING DISTRICT, SECTION 22-2 DEFINITIONS, AND ADDITION OF A NEW SECTION 22-58.10 PORTABLE STORAGE CONTAINERS (Att. #2)

At 9:38 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which may be viewed in their entirety in a video on the County website:

No one responded to the invitation to address the Board of Commissioners on this issue.

The County Manager closed the Public Hearing at 9:38a.m.

Mr. Gillam informed the Board that William and Shelly Daugherty submitted a zoning text amendment application to include portable storage container services in mini storage facilities in the MH-A area. Additionally, they proposed the introduction of a new section in the Dare County Zoning Ordinance that would govern the regulation of these services and storage containers. During the review conducted by the Planning Board, it was determined that the proposed addition to the MH-A area seemed reasonable and appropriate because it expands upon an existing use. Furthermore, Mr. Gillam highlighted that he expanded the language regarding the new section to address concerns related to flooding and signage. The Planning Board subsequently discussed the matter and agreed that provisions should be included to ensure that the construction of these units meets the requirements of the NC Building Code for our Wind Zone Rating, which is Zone 3 with a rating of 140 MPH. Furthermore, The Planning Board found the amendments consistent with the Dare County Land Use Plan and included to expand it to other commercial districts that offered commercial storage facilities.

A full and complete account of the Board's discussion on this agenda item is archived on a video that is available for viewing on the Dare County website www.darenc.com.

Ben Gallop, attorney on behalf of the applicants, addressed the Board and stated that they have no issues with what has been proposed and what has been changed since the initial application.

MOTION

Commissioner Bateman motioned to move the draft amendments to Section 22-23.2 MH-A zoning district, Section 22-2 Definitions, and new Section 22-58.10 Portable Storage Containers to be adopted as drafted by Planning Staff.

Commissioner Couch and Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 6 – PUBLIC HEARING – COUNTY ADOPTION OF DARE COUNTY 2022 LAND USE PLAN (Att. #3)

At 9:48 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which may be viewed in their entirety in a video on the County website:

No one responded to the invitation to address the Board of Commissioners on this issue.

The County Manager closed the Public Hearing at 9:48 a.m.

In the previous Board of Commissioners Meeting, Mr. Gillam provided a presentation on the Land Use Plan, along with its developmental background. Furthermore, he emphasized that adhering to the state's regulations entails conducting a public hearing before proceeding with any adoption. It is important to note that there is a Resolution that needs to be submitted to the state as a component of the local adoption plan.

MOTION

Commissioner House motioned that the Dare County 2022 Land Use Plan be adopted as recommended by the Dare County Planning Staff.

Commissioner Bateman and Commissioner Basnight seconded the motion.

VOTE: AYES unanimous

ITEM 7 – PROCLAMATION – HONORING THE 150TH ANNIVERSARY OF THE CHICAMACOMICO LIFE-SAVING STATION (Att. #4)

Larry Grubs, President of the Chicamacomico Historical Association, explained that this is not just a celebration of Chicamacomico, but commemorates all seven of the original stations that were built in 1874, in which only three of those buildings are still in place today.

MOTION

Commissioner House & Vice-Chairman motioned to adopt the Proclamation Honoring the 150th Anniversary of the Chicamacomico Life Saving Station.

Commissioner Basnight seconded the motion.

VOTE: AYES unanimous

ITEM 8 – SPECIAL USE PERMIT APPLICATION 7-2023 – PROPOSED GROUP HOUSING ON EXISTING RESIDENTIAL PROPERTY

This agenda item was handled as a quasi-judicial proceeding. Planning Director Noah Gillam, and the applicant, Rick House, were both duly sworn by the Clerk before offering any testimony.

Mr. Gillam presented the special use permit application submitted by James Yak and John Kutcha to the Board. He stated that the property is identified as parcel #015154000, which is located at 53770 NC 12 HWY in Frisco. During the presentation, he mentioned that there is currently a single-family dwelling on the site. However, the applicants are suggesting the construction of two additional single-family dwellings, as per the requirements outlined in Section 22-31 of the Dare County Ordinance regarding group development standards. Mr. Gillam informed the Board that the proposed site plan adheres to the specifications outlined in Section 22-31 and the S1 Zoning Ordinance. The buildings are appropriately separated by

a distance of 20 feet and the project also complies with lot coverage regulations, and sufficient parking is demonstrated on the site plan. Moreover, Mr. Gillam emphasized that the project aligns with the objectives of the ordinance and that the Planning Board has deemed the conditions to be reasonable and appropriate.

The engineer Rick House, from House Engineering, spoke on behalf of Mr. Yak.

The County Manager asked the applicant if he agrees to the admission into evidence of the material submitted by the Planning Director, which is on file in the Planning Department, the facts presented by the Planner, and the terms and conditions outlined in the SUP. Mr. House indicated his agreement.

MOTION

Commissioner Couch motioned that the proposed group development housing development and site plan submitted by James Yax and John Kuchta be approved.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 9 – SPECIAL USE PERMIT APPLICATION 8 – 2023 – TRAVEL TRAILER SITES ON EXISTING COMMERCIAL PROPERTIES

This agenda item was handled as a quasi-judicial proceeding. Planning Director Noah Gillam, and the applicant, Tod Gaskill, were both duly sworn by the Clerk before offering any testimony.

Mr. Gillam presented the special use permit to the Board that was submitted by Todd and Angela Gaskill. He explained that they are seeking permission to establish travel trailer sites on a commercial property located at 53013 NC Hwy 12 in Frisco, parcel number #015069000. Currently, there is a commercial building on the site, serving as a restaurant/deli. This existing structure allows the property to meet the requirements of the travel trailer park ordinance. The entire parcel covers an area of 4.32 acres, out of which 3.55 acres will be allocated for the travel trailer sites. According to the ordinance, travel trailer sites in conjunction with commercial use are required to have a minimum of 20 sites. However, the applicants are proposing 24 sites, exceeding the ordinance's minimum requirement. These 24 spaces will be accessed through a gravel road, and the Fire Marshall has reviewed and approved the configuration, confirming that emergency vehicles will have proper access. To cater to the needs of the travel trailer sites, the applicants plan to install two wastewater treatment systems. Additionally, each site will have access to full hookup water and electricity. In compliance with the ordinance, a bath house will also be installed on the property. The extent of disturbance on the site surpasses the threshold, leading to a requirement for a state stormwater management plan permit and a sedimentation erosion control permit. These permits must be obtained and submitted to the Planning Department before any ground-breaking activity takes place. The applicants have included a proposal for a vegetative buffer around the travel trailer sites in their site plan and there are conditions that have been added to the Special Use Permit that reflect that. The Dare County Planning Board conducted a review of this application on December 8th, 2023. They found the conditions to be reasonable and suitable for this project.

Commissioner Basnight: Will the existing commercial building remain?

Mr. Gillam: Yes.

The County Manager asked the applicant if he agrees to the admission into evidence of the material submitted by the Planning Director, which is on file in the Planning Department, the facts presented by the Planner, and the terms and conditions outlined in the SUP. Mr. Gaskill indicated his agreement.

Chairman Woodard: Will you provide 30- and 50-amp service?

Mr. Gaskill: Yes sir.

Chairman Woodard: Looks like you have pull through sites and back in sites?

Mr. Gaskill: Yes sir.

Chairman Woodard: I know you said some might be year-round, would they be primarily in the pull in sites or back in sites?

Mr. Gaskill: We really haven't determined yet, it depends on the individual.

Commissioner Bateman: Do you have any fire pits at each individual site?

Mr. Gaskill: Not at this time.

Commissioner Ross: Year-round rentals?

Chairman Woodard: The applicant says there is potential for year-round rentals.

Commissioner Ross: Item five says the length of occupancy of any trailer shall be less than 90 consecutive days.

Mr. Gillam: The travel trailer park ordinance allows for a travel trailer to sit on the property in a ready to move fashion for a year-round basis. Meaning that you could park your camper there, it could stay in that travel trailer park for a year, but you could not occupy it as a permanent residence.

Commissioner Bateman: This also has the same restrictions that so many days between a named storm you have to remove the trailers?

Mr. Gillam: There is a condition in the travel trailer park ordinance that addressed inclement weather situations and that the park owner is responsible in those situations.

Mr. Outten: The ordinance requires compliance with the FEMA rules about those and the FEMA rules require that it can't be permanently fixed, it has to have the wheels and tongues on and you can not have something attached. You are supposed to move it once every 364 days or so and that has to be complied with.

Vice Chairman Overman: So, you can put a step or porch as long as it is not attached?

Mr. Gillam: Yes, there is a size limitation of 100 ft.

Vice-Chairman Overman: In an inclement weather situation that travel trailer has to be pulled out and taken away, what happens to the porch?

Mr. Gillam: Those should be anchored and secured, there should be some type of helical anchor or some way for it to be embedment into the ground.

Vice-Chairman Overman: When it floods they are not going anywhere.

Mr. Gillam: Yes sir.

Commissioner Couch: This is in the center of the island, it's a good half a mile away so it would be standing water more than anything from a storm.

MOTION

Commissioner Couch motioned that the proposed travel trailer sites in conjunction with an existing commercial property, and site plan submitted by Tod and Angie Gaskill be approved as recommended by the Planning Board.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 10 – COUNTY AUDIT REQUIREMENT FOR VOLUNTEER FIRE DEPARTMENTS AND OTHER NONPROFITS (Att. #4)

Mr. Clawson addressed the Board and explained that Dare County currently requires nonprofits to have an audit if they profit over \$100,000 a year. There has been more trouble in getting the audits completed in the past two or three years due various reasons such as cost, timeliness, and difficulty in finding auditors to perform the work the work. He stated that Dowdy & Osborne, Potter & Company, and Burgess, Lowman & Lay helped research some alternate procedures, known as “agreed upon procedures.” These procedures, unlike audits, are less extensive, but still engage with a CPA firm. Instead of conducting a full audit, specific procedures are performed on a random sample of transactions from the fiscal year.

Mr. Clawson further informed the Board that the Audit Committee voted to recommend retroactively changing the nonprofit audit requirements for all audits that have not been completed yet. This decision was made because a few fire departments are behind on their audits. This change will primarily impact the Hatteras Rescue Squad, and the Avon, Buxton, Frisco, Hatteras, Salvo, Rodanthe, and Waves Fire Departments, as well as the Roanoke Island Fire Department, unless they have specific requirements from the Town of Manteo. However, it will not affect the Community Centers or the Children Youth Partnership, as they have separate audit requirements that are not imposed by the county.

MOTION

Commissioner Ross motioned to authorize staff to change the County policy for nonprofit financial reporting to include those changes in the future nonprofit contracts.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 11 – PRESENTATION OF THE JUNE 30TH, 2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT & AUDIT

Full comments may be viewed on the County’s archived website video. Mr. Dan Morrow, auditor of Potter & Company, discussed the 2023 Annual Comprehensive Financial Report and Audit. He gave a brief overview of the audit process and shared the results of the fiscal audit and compliance audits, stating that it received a clean audit opinion. Mr. Clawson then provided more information on various financial aspects, including the General Fund, CIP, tax increases, education expenses, AMI for the water department, FEMA Grants, Medicaid, Dredge Loans, building permit increases, purchase orders, and other factors that impact financial reporting.

The ACFR is posted at: <https://www.darenc.gov/departments/finance/annual-comprehensive-financial-reports>

ITEM 17 – CLOSED SESSION

Note – this agenda item was handled out of sequential order to accommodate an arrangement at a specific time.

The Manager asked for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege; and to approve the minutes of the last Closed Session.

MOTION

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

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 10:50 a.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 11:57 a.m. and Mr. Outten reported that during the Closed Session the Board approved the Minutes, gave the attorney guidance with regard to the O’Hara case, and gave the County Manager authority to enter into a legal services agreement with Baron & Budd to join the class action with regard to the PFAS suit settlement.

MOTION

Vice-Chairman motioned to approve to give the County Manager authority to enter into a legal services agreement with Baron & Budd to join the class action with regard to the PFAS suit settlement.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 12 – UPDATE TO COUNTY FINANCIAL POLICIES

Mr. Clawson addressed the Board and noted that the update addressed prior mistakes and was a simple cleanup of the policies. Although, there were two substantial changes; changes to the investment policy, and a change in the minimum target for the General Fund Unassigned Balance, previously set at 21%, it has now been raised to 25%.

MOTION

Vice-Chairman Overman motioned to approve the update to the County Financial Policies.

Commissioner Basnight seconded the motion.

VOTE: AYES unanimous

ITEM 13 – STORMWATER MASTER PLAN UPDATE

Mr. Outten provided an explanation regarding the objective of the plan, which was to create a comprehensive blueprint that identifies the areas with the greatest stormwater infrastructure concerns in order to effectively allocate grant or county funds. It is important to note that this plan does not aim to establish new rules or regulations.

Mr. Grover informed the Board that Dare County has received a FEMA Flood Mitigation Assistance grant to enhance the Stormwater Master Plan for the unincorporated regions of the county. WithersRavenel, the consulting agency, actively sought public input, evaluated the risks and hazards associated with stormwater, pinpointed critical project areas, conducted

thorough site surveys, and developed two engineered designs that can be utilized for future grant opportunities

During the presentation, Mr. Dori Sabeh highlighted various aspects of the project, which included its purpose, engagement with the public, public sentiment, the implementation of stormwater utility fees, an assessment of the current conditions, specific areas of concern, proposed solutions, and conceptual designs.

A full and complete account of the Board's discussion on this agenda item is archived on a video that is available for viewing on the Dare County website www.darenc.com. Following is a brief synopsis:

Commissioner Bateman raised a question regarding the placement of the projects within the DOT right-of-way. In response, Mr. Sabeh clarified that while the DOT will not financially support these projects, they still need to grant approval to ensure that they align with their standards and do not pose any risks to the road or compromise safety. Mr. Outten added that conversations have taken place with the DOT over the years, and it has been made clear that their drainage projects are designed to manage road runoff, not serve as storm water systems for local neighborhoods and communities. However, if the DOT grants us encroachment agreements, we do have the opportunity to improve these projects. DOT cannot provide funding for these ventures as it is not necessary to address road runoff.

Commissioner Couch commented on the Stormwater Management Recommendation and how the County follows the State's recommendation-he believes that Dare County needs to step it up and be more hands on. Mr. Outten stated that it will take multiple years to decades to acquire all that is necessary to solve many of the stormwater issues, but this is a start in the right direction.

Dorothy Hester, Public Information Officer left the room at 12:12 p.m. she returned at 12:15 p.m.

MOTION

Commissioner Couch motioned to adopt the Stormwater Master Plan.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 14 – CONSENT AGENDA

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

MOTION

Commissioner Bateman motioned to approve the Consent Agenda:

- 1) Approval of Minutes (12.04.23) (**Att. #5**)
- 2) Tax Collector's Report
- 3) McGuireWoods Consulting
- 4) Dare County Transportation – Title VI Policy Update
- 5) Budget Amendment – Emergency Management
- 6) Budget Amendment – Parks & Recreation
- 7) Health & Human Services – Public Health Division Lead and Asbestos Inspection Funding
- 8) Health & Human Services – Public Health Division NENCPPH Public Health Workforce Grant
- 9) DHHS – Public Health Division Vehicle Lease Agreement with Port Health

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 15 – BOARD APPOINTMENTS

1) Older Adult Services

Postponed to the February Agenda.

2) Tourism Board

Town of Southern Shores

Commissioner House motioned to appoint Councilman Mark Batenic.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

Town of Kill Devil Hills

Commissioner Couch motioned to appoint Commissioner Terry Gray

Commissioner Bateman & Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

3) Upcoming Board Appointments

The upcoming Board appointments for February, March and April, 2024 were announced.

ITEM 16 – COMMISSIONERS' BUSINESS & MANAGER'S/ATTORNEY'S BUSINESS

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

MANAGER'S/ATTORNEY'S BUSINESS

Mr. Outten

1. Asked the Board to approve the letter to the Army Corp of Engineers regarding the realignment of the Sloop Channel for the ferries.

MOTION

Vice-Chairman Overman motioned to approve the letter to the Army Corp of Engineers regarding the realignment of the Sloop Channel for the ferries.

Commissioner House seconded the motion.

VOTE: AYES unanimous

2. During the discussion with Oakley Collier about the Early College project, it was brought to our attention that the costs involved are significantly higher than originally anticipated. To get the east side of the college ready for the fall, it would require a couple of million dollars, and we would need approval immediately in order to start construction in May. Unfortunately, the west side of the building cannot be renovated and would need to be demolished and replaced. However, the east side of the building can be salvaged, but it would require extensive work both internally and externally. He believed that the best course of action would be to undergo the CIP (Capital Improvement Plan) process and explore alternative options and make a well-thought-out decision and aim for a completion date of fall 2025. The board members agreed with this approach. Commissioner Basnight expressed concerns about the school's budget, particularly if they needed to expand the existing schools along with implementing the Early College Project. Mr. Outten responded by assuring that their

CIP for the next five years does not indicate a need for any expansions. Additionally, there are already allocated funds for maintenance such as chillers and roofs. The utilization of Lottery Funds and the School Capital Fund were discussed

Chairman Woodard left the room at 12:46 p.m., he returned at 12:49 p.m.

3. Shared that the Sanitation Department is currently facing challenges in maintaining a full staff of 17 drivers. Specifically, one employee plans to relocate, two employees are on workers' compensation leave, and several positions are vacant due to retirements. Additionally, three employees are nearing retirement. The Board engaged in discussions on potential strategies to address this issue and find potential solutions."

Dorothy Hester

None

Dave Clawson

None

COMMISSIONERS' BUSINESS

Commissioner Basnight

- Attended the Board of Education Meeting, Congratulated the new Chair David Twiddy and Vice-Chairman Carl Woody.
- Attended the Town of Manteo Healthcare Task Force meeting in December and stated a plan was presented to bring a preceptor hub to Dare County-they would accept up to 15 students to learn healthcare practices.
- Joe Rockenstein of the Manteo Community Health Center reported that the Manteo Health Center had 842 visits between July and October of 2023. As of December 12th, they had no primary physician but an offer has been made – They currently share a physician who comes from Engelhard. The center is looking to expand and wants to have six providers and a 6,000 square feet space.
- Wished everyone a Happy New Year.

Commissioner Ross

- Reported that the Washington DC Public Schools were having absenteeism problem-24% of ninth grade students had 20 or more unexcused absences in the prior school year. Contacted Superintendent Basnight for the comparable statistics and was pleased to announce that Dare County's report showed FFHS having a 0.5% and Manteo was at 2.8% - a District Overall 1.4%
- Referenced the Financial Report-Cost per helicopter ride is \$22,000

Commissioner House

- NC Department of Marine Fisheries Northern Regional Advisory Committee will be meeting on January 9th in the BOC Meeting Room at 5:00. Stated he plans to attend to voice opinions.
- The Animals at the SPCA had a wonderful Christmas and New Year.
- Our Day in History: 1967 Ronald Regan was first sworn in as his first term as Governor of California, he signed the emergency Care Act which started the paramedic program.
- Wished everyone a Happy New Year.

Vice Chairman:

- Thanked Allison Woodard for her 15 years of Service to Dare County.
- Wished everyone a Happy New Year.

Commissioner Bateman

- Recognized the life of Tim White, stated how wonderful of an individual he was.

Chairman Woodard:

- Echoed Commissioner Bateman and expressed how amazing Tim White was. Stated that he was always so positive and always had a smile on his face.

Commissioner Couch

- Recognized the life Tim White and stated that he was a solution finder.
- Expressed that it was a busy time in Hatteras.

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 1:08p.m., the Board of Commissioners adjourned until 9:00 a.m., February 5th, 2024.

Respectfully submitted,

[SEAL]

By: _____
Skyler Foley, Clerk to the Board

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

Note: Copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk. Attempts have been made to accurately spell each podium speaker.



Tax Collector's Report

Description

December 2023 Discoveries Over \$100
December 2023 Releases Over \$100
December 2023 Refunds Over \$100
December 2023 NCVTS Refunds Over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Discovery Report for Real Estate and Personal Property

(Discoveries over \$100)

MONTH: DECEMBER

DATE RANGE: 12/1/2023 - 12/31/2023

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill#	Bill Yr	Reason	Value Discovered	Tax Discovered	Date
BERGER, KAREN M	009335000	2023006	2023	Exemption Removed	45,000.00	279.23	12/18/2023
GRAB N GO #8, INC	984928000	2023314	2023	CTSI Audit	1,074,432.00	6427.85	12/13/2023
CROSWAIT CUSTOM COMPOSITES, INC	984842000	2023315	2023	CTSI Audit	132,134.00	1080.78	12/13/2023
HWY 12 AMUSEMENTS LLC	985032000	2023317	2023	CTSI Audit	964,915.00	8310.66	12/13/2023
BOOTY TREATS LLC	984544000	2023318	2023	CTSI Audit	104,294.00	564.95	12/13/2023
BOOTY TREATS LLC	984545000	2023319	2023	CTSI Audit	104,294.00	564.95	12/13/2023
ATLANTIC DINING LLC	984959000	2023320	2023	CTSI Audit	86,046.00	730.28	12/13/2023
COASTAL COTTAGE OUTFITTERS LLC	984680000	2023321	2023	CTSI Audit	80,219.00	625.36	12/13/2023
OUTLAND SEAFOOD	977872000	2023322	2023	CTSI Audit	196,207.00	1371.58	12/13/2023
ROANOKE ISLAND OUTFITTERS & DIVE CENTER	984510000	2023323	2023	CTSI Audit	97,042.00	769.86	12/13/2023
MORE COW BELL INK INC	977836000	2023324	2023	CTSI Audit	358,412.00	3575.4	12/13/2023
VALENTINO CUSTOM BOATS	977768000	2023325	2023	CTSI Audit	161,855.00	1148.91	12/13/2023
SALT COAST OUTFITTERS	977852000	2023326	2023	CTSI Audit	546,463.00	2637.68	12/13/2023
SALT COAST OUTFITTERS	976245000	2023327	2023	CTSI Audit	908,918.00	8498.14	12/13/2023
FLOWERS BAKING COMPANY OF NORFOLK LLC	983003000	2023328	2023	CTSI Audit	82,000.00	3909.6	12/22/2023
Bills Discovered:		16			4,942,231.00	40,495.23	

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

MONTH: DECEMBER

DATE RANGE: 12/1/2023 - 12/31/2023

Submitted By: Becky Huff

Taxpayer Name	Parcel #	Bill Year	AR	Reason	Released Value	Released Tax
CLOCKMAN'S PRINTING	983567000	2023	25	Boat sold out of state	(15,618.00)	(128.17)
CLOCKMAN'S PRINTING	983567000	2021	25	Boat sold out of state	(15,618.00)	(128.17)
AERIE BY AMERICAN EAGLE #3873	985182000	2023	25	Release Late Listing Fee	0.00	(173.13)
FIN NAGLE FISHING CHARTERS, LLC	984819000	2023	25	Boat registered in FL	(201,114.00)	(886.01)
Totals:					(\$232,350.00)	(\$1,315.48)

Refund Report for Real Estate and Personal Property

(Refunds over \$ -100)

MONTH: DECEMBER

DATE RANGE: 12/1/2023 - 12/31/2023

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
WHARTON, JACQUELINE L	012856000	16684	2023	\$ (125.38)	Overpayment	12/6/2023
HOLLAND, PATRICIA R	000111000	154	2023	\$ (334.37)	Overpayment	12/13/2023
DENBY, ERIN	001215000	1799	2023	\$ (416.65)	Overpayment	12/13/2023
CAFFEE, F. WAYNE TTEE	001226000	1810	2023	\$ (461.61)	Overpayment	12/5/2023
FRIED, HARRY C	001389000	1975	2023	\$ (551.22)	Overpayment	12/13/2023
WHITFIELD, NANCY	002284000	2959	2023	\$ (975.32)	Overpayment	12/6/2023
NELSON, SHARON E	002775005	3599	2023	\$ (903.92)	Late OAE	12/6/2023
BENNETT, DYLAN G	003048000	3931	2023	\$ (1,799.37)	Overpayment	12/5/2023
CULPEPPER, BLAKE L	003263000	4198	2023	\$ (588.46)	Overpayment	12/5/2023
PHILLIPS, WAYNE D	003392000	4335	2023	\$ (532.99)	Overpayment	12/5/2023
RAYNOR, JIMMY D	004020000	5030	2023	\$ (622.84)	Overpayment	12/5/2023
AMBROSE, DAVID J	005285000	6771	2023	\$ (566.18)	Overpayment	12/5/2023
ADAMS, VAN JR	006749033	8441	2023	\$ (476.60)	Overpayment	12/5/2023
GRAY, MATTHEW WICKLIF	007513000	9337	2023	\$ (330.41)	Overpayment	12/13/2023
HILL, GREGORY VERNON SR	008075307	10126	2023	\$ (308.81)	Overpayment	12/5/2023
BRALEY, PETER A	008075618	10157	2023	\$ (378.49)	Overpayment	12/13/2023
GELLIS, SETH J R	009572000	12016	2023	\$ (2,504.54)	Overpayment	12/5/2023
HALLERAN, DAVID R	009779012	12307	2023	\$ (6,985.02)	Overpayment	12/13/2023
SIDARI, KIMBERLY SUZANNE	009782214	12405	2023	\$ (531.11)	Overpayment	12/6/2023
STONE, GEORGE F III	010067050	12833	2023	\$ (1,354.04)	Overpayment	12/5/2023
STROMBERG, ANDREW CRAIG	010070030	12989	2023	\$ (488.34)	Overpayment	12/5/2023
BARKDULL, KEVIN MAX	010244003	13331	2023	\$ (342.21)	Overpayment	12/5/2023
EMORY, E WRIGHT JR	011343000	14702	2023	\$ (1,018.07)	Overpayment	12/13/2023
GEISSLER, KARLA M	013182000	17017	2023	\$ (390.98)	Overpayment	12/5/2023
PARROCO MANAGEMENT GROUP LLC	014359007	18645	2023	\$ (888.79)	Overpayment	12/13/2023
DEMPSEY, JACOB H	015127000	20291	2023	\$ (2,661.86)	Overpayment	12/5/2023
HOLLAND, PATRICIA R	017166000	22898	2023	\$ (410.62)	Overpayment	12/13/2023
MANN, HARRY CARTER	017607000	23506	2023	\$ (200.00)	Overpayment	12/13/2023
WELLIVER, BRADLEY S	017832000	24101	2023	\$ (879.38)	Overpayment	12/13/2023
MCNEILL, MARK A	018949000	26022	2023	\$ (2,041.87)	Overpayment	12/6/2023
PADGETT, JAMISON STANLEY	019560000	26613	2023	\$ (441.88)	Overpayment	12/6/2023
KOREN, GERALD A JR TTEE	019815000	26851	2023	\$ (450.01)	Overpayment	12/5/2023
LISAGOR, N MATTHEW	020114000	27148	2023	\$ (1,110.65)	Overpayment	12/5/2023

Refund Report for Real Estate and Personal Property

(Refunds over \$ -100)

MONTH: DECEMBER

DATE RANGE: 12/1/2023 - 12/31/2023

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
ANACONE, DAVID J	020995024	28098	2023	\$ (116.80)	Removed Rental	12/6/2023
BOWEN, JUDITH HARVEY	025057303	34109	2023	\$ (308.76)	Overpayment	12/5/2023
LASSEN, PATRICIA A TTEE	025231000	34454	2023	\$ (3,950.06)	Overpayment	12/5/2023
GOLDEN, THOMAS B	025476000	34791	2023	\$ (412.00)	Overpayment	12/13/2023
STAPLES, VICTORIA F TTEE	025694138	35196	2023	\$ (744.51)	Overpayment	12/5/2023
CONNOR, THOMAS E	025694405	35421	2023	\$ (1,408.83)	Overpayment	12/13/2023
HOWD, STEVEN C	025848009	35845	2023	\$ (2,124.93)	Remove Boats	12/6/2023
VANN, SAMUEL HEARST	026688000	37099	2023	\$ (3,809.23)	Overpayment	12/5/2023
FOX, GEORGE C	026749000	37163	2023	\$ (397.96)	Overpayment	12/13/2023
JESTER, SARA ELLEN	028180120	39480	2023	\$ (485.95)	Overpayment	12/5/2023
LEBLANC, BRIAN H TTEE	028619000	40031	2023	\$ (2,933.75)	Overpayment	12/13/2023
COLLINS, RICHARD K	028813261	40292	2023	\$ (3,979.27)	Overpayment	12/13/2023
SMITH, ALLISON D	029095000	40599	2023	\$ (197.41)	Overpayment	12/19/2023
KIEHN, CARL ALTON	029188000	40708	2023	\$ (768.32)	Overpayment	12/13/2023
CRAVEN, ERIC S	029911000	41964	2023	\$ (2,608.63)	Overpayment	12/5/2023
PHAM, KURT H	030506000	42698	2023	\$ (1,250.40)	Overpayment	12/13/2023
WILLETT, CHARLES	939501000	54177	2023	\$ (213.59)	Overpayment	12/6/2023
ROBINSON, KATHY GRAY	NVZ5099	2323442	2003	\$ (171.07)	Overpayment	12/5/2023
Total Refunds:				\$ (57,953.46)		



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Dec 2023

Payee Name	Address 1	Address 3	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
HILL, JASON BRADFORD	106 CREEKSIDE LN	KILL DEVIL HILLS, NC 27948	C99	Tax	(\$100.47)	\$0.00	(\$100.47)
			F50	Tax	(\$28.73)	\$0.00	(\$28.73)
			S99	Tax	(\$27.59)	\$0.00	(\$27.59)
					Refund	\$156.79	
MALLOY, PATRICK WILLIAM	145 WATSEEDGE DR	KILL DEVIL HILLS, NC 27948	C99	Tax	(\$175.45)	\$0.00	(\$175.45)
			F50	Tax	(\$50.16)	\$0.00	(\$50.16)
			S99	Tax	(\$48.19)	\$0.00	(\$48.19)
					Refund	\$273.80	
MANTEO BAPTIST CHURCH	PO BOX 670	MANTEO, NC 27954	C99	Tax	(\$464.00)	\$0.00	(\$464.00)
			T10	Tax	(\$400.28)	\$0.00	(\$400.28)
					Refund	\$864.28	
MANTEO BAPTIST CHURCH	PO BOX 670	MANTEO, NC 27954	C99	Tax	(\$417.60)	\$0.00	(\$417.60)
			T10	Tax	(\$360.25)	\$0.00	(\$360.25)
					Refund	\$777.85	
RAMTHUN, DAVID LEE	3713 CYPRESS MILL RD	CHESAPEAKE, VA 23322	C99	Tax	(\$94.78)	\$0.00	(\$94.78)
			T21	Tax	(\$52.07)	\$0.00	(\$52.07)
			T21MSDA	Tax	(\$30.67)	\$0.00	(\$30.67)
					Refund	\$177.52	
RODAS, AUDREY ANSINK	242 W KITTY HAWK RD	KITTY HAWK, NC 27949	C99	Tax	(\$64.08)	\$0.00	(\$64.08)
			T08	Tax	(\$42.40)	\$0.00	(\$42.40)
			T08BN	Tax	(\$5.60)	\$0.00	(\$5.60)
					Refund	\$112.08	
SHELLEY ELLMAN, JEANINE MARIE	3198 WHITE JASMINE DR	LITTLE RIVER, SC 29566	C99	Tax	(\$61.57)	\$0.00	(\$61.57)
			T10	Tax	(\$53.12)	\$0.00	(\$53.12)
					Refund	\$114.69	



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Dec 2023

Payee Name	Address 1	Address 3	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
SHELLEY, JEANINE MARIE	3198 WHITE JASMINE DR	LITTLE RIVER, SC 29566	C99	Tax	(\$54.42)	\$0.00	(\$54.42)
			T10	Tax	(\$46.95)	\$0.00	(\$46.95)
			Refund				\$101.37
WOOD, JEFFREY SCOTT	2411 ARROWFIELD RD	SOUTH CHESTERFIELD, VA 23834	C99	Tax	(\$82.03)	\$0.00	(\$82.03)
			T10	Tax	(\$70.77)	\$0.00	(\$70.77)
			Refund				\$152.80
Refund Total							\$2731.18



Revision to the Board of Commissioners List of 2024 Meeting Dates

Description

The Board of Commissioners meeting previously scheduled for 9:00a.m., Monday, May 6, 2024 will be moved to 9:00a.m., Tuesday, May 7, 2024.

Attached is the Public Notice announcing the change and a revised list of 2024 meeting dates.

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager

Dare County Board of Commissioners
2024 – Meeting Schedule

Revised 1/22/24 - Pending Approval

(New Year)	January	02 (Tues)	9:00 a.m.
	February	05	9:00 a.m.
	March	04	9:00 a.m.
(Easter is April 1)	April	02 (Tues)	9:00 a.m.
	May	07	9:00 a.m.
	June	03	9:00 a.m.
	July	15	9:00 a.m.
	August	05	9:00 a.m.
(Labor Day)	September	03 (Tues.)	9:00 a.m.
	October	07	9:00 a.m.
	November	04	9:00 a.m. (day before election day)
	December	02	9:00 a.m.



COUNTY OF DARE

PO Box 1000. MANTEO. NC

PUBLIC NOTICE OF MEETING DARE COUNTY BOARD OF COMMISSIONERS

Change of Meeting Date

The date for the Board of Commissioners meeting that was scheduled for 9:00 a.m., Monday, May 6, 2024 has been changed to 9:00 a.m., Tuesday, May 7, 2024 as reflected below

DATE: Tuesday, May 7, 2024

TIME: 9:00 a.m.

PLACE: Dare County Administration Building
Commissioners Meeting Room

ADDRESS: 954 Marshall C. Collins Drive
Manteo, NC 27954

CONTACT: Skyler Foley
Clerk to the Board of Commissioners
475-5700
skyler.foley@darenc.gov

PURPOSE: Conduct the regularly scheduled meetings of the Dare County Board of Commissioners and take such actions as may be needed.



FY2024 Transportation Department's Drug & Alcohol Testing Policy

Description

On November 15, 2023 NCDOT requested that all transportation systems update their present Drug and Alcohol Testing Policy to revised 49 CFR Part 40 requirements. This plan includes the final revisions and has been approved by NCDOT's approved contractor RLS Associates.

Board Action Requested

Board Approval

Item Presenter

Radcliff Hester, Transportation Department Supervisor

DRUG AND ALCOHOL TESTING POLICY
Dare Count Transportation
Adopted as of February 5, 2024

A. PURPOSE

- 1) The Dare County Transportation provides public transit and paratransit services for the residents of Dare County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Dare County Transportation declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates drug and alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of specimens for drug and alcohol testing.
- 3) Any provisions set forth in this policy that are included under the sole authority of Dare County Transportation and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Dare County Transportation will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue

service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, persons controlling the dispatch or movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Alternate specimen: An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Collection Site: A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Cutoff: The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Employee: Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term “donor” as found on CCF and related guidance materials produced by the Department of Health and Human Services.

Evidential Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC’s Web page for “Approved Evidential Breath Measurement Devices” because it conforms with the model specifications available from NHTSA.

Initial Drug Test: The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

Limit of Detection (LOD): The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

Limit of Quantification (LOQ): For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative specimen: A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), or invalid.

Oral Fluid Specimen: A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Primary specimen: In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary ("A") specimen by the collector to distinguish it from the split ("B") specimen, as defined in 49 CFR Part 40, as amended.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling dispatch or movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Specimen: Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

Specimen Bottle: The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary ("A") or split ("B") specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a "vial," "tube," or "bottle."

Split Specimen: In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee's request following MRO verification of the primary specimen as positive, adulterated or substituted.

Split specimen collection: A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: An employee's specimen not consistent with a normal human specimen, as determined by HHS (e.g., a urine specimen, with creatinine and specific gravity values that are so diminished, or so divergent that they are not consistent with normal human urine).

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of specimen without a valid medical explanation.
- (6) Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection .
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Undiluted (neat) oral fluid: An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

Urine specimen: Urine collected from an employee at the collection site for the purpose of a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable

suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Dare County Transportation supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Dare County Transportation, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Dare County Transportation employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Dare County Transportation management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

H. TESTING REQUIREMENTS

- 1) Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Dare County Transportation authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with Dare County Transportation. Any safety-

sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine and/or oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Dare County Transportation. If a legitimate explanation is found, the MRO will report the test result as negative.

- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Dare County Transportation will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Dare County Transportation will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) Observed collections
 - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Dare County Transportation that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to Dare County Transportation that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
 - iii. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute

and that a second collection must take place under direct observation (see §40.197(b)(1)).

- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original urine specimen was out of range (See §40.65(b)(5));
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by

49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Dare County Transportation affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
 - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant

must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.
- e. If a pre-employment test is canceled, Dare County Transportation will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide Dare County Transportation with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Dare County Transportation is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide Dare County Transportation proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All Dare County Transportation FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Dare County Transportation authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) Dare County Transportation shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Dare County Transportation
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. Dare County Transportation shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of the Dare County Transportation. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered

employee from testing under Federal authority as specified in this policy or the associated consequences.

M. POST-ACCIDENT TESTING

- 1) FATAL ACCIDENTS – A covered employee will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
- 2) NON-FATAL ACCIDENTS – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
 - a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Dare County Transportation is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Dare County Transportation may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Individuals who may be covered under company authority will be selected from a pool of non-DOT-covered individuals.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.

- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Dare County Transportation authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Dare County Transportation authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

Dare County Transportation will terminate the employment of any employee that tests positive or refuses a test as specified in this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing

following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:
 - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site

- before the testing process commenced for a pre-employment test has not refused to test.
- d. In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
 - e. Fail to provide a sufficient quantity of specimen without a valid medical explanation.
 - f. Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
 - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h. Fail to cooperate with any part of the testing process.
 - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
 - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - m. Fail to remain readily available following an accident.
 - n. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Dare County Transportation employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has

agreed to periodic unannounced follow-up testing as described in this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of Dare County Transportation and will be performed using non-DOT testing forms.

- c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
- d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy.**
- e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in this policy.
- f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Dare County Transportation.
- g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Dare County Transportation is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Dare County Transportation Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Dare County Transportation or the employee.

- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the Dare County Board of Commissioners on February 5, 2024.

Robert Woodard – Dare County Board of Commissioners, Chairman Date

Elizabeth Reilly – Designated Employer Representative (DER) Date

 2-5-24

Radcliff Hester – Transportation Program Supervisor Date

Attachment A

Job Title	Job Duties	Testing Authority
Transportation Supervisor	Overall supervision of Transportation, Operates vehicles when necessary. Assist in dispatching vehicles.	FTA/Dare County
Transportation Dispatcher/Scheduler	Dispatch/Scheduling of Vehicles	FTA/Dare County
Lead Driver	Dispatch/Scheduling/Driver Training	FTA/Dare County
Driver F/T	Driver, Full-Time	FTA/Dare County
Driver P/T	Driver, Part-Time	FTA/Dare County
Vehicle Maintenance Supervisor	Supervisor, Vehicle Maintenance Garage	FTA/Dare County
Vehicle Maintenance Worker	Vehicle Maintenance Worker	FTA/Dare County

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Dare County Transportation Drug and Alcohol Program Manager

(DER) Designated Employer Representative

Name: Elizabeth Reilly

Title: Human Resources Director

Address: 954 Marshall Collins Drive, PO Box 1000, Manteo, NC 27954

Telephone Number: 252-475-5823

Medical Review Officer

Name: Janelle Jaworski, M.D..

Address: 9501 Northfield Boulevard, Denver, CO 80238

Telephone Number: 877-585-7366

Substance Abuse Professional #1

Name: Joann Hummers

Title: EdD, LPC, LCAS, CCS

Address: 119 Woodhill Drive, Unit 8, Nags Head, NC 27959

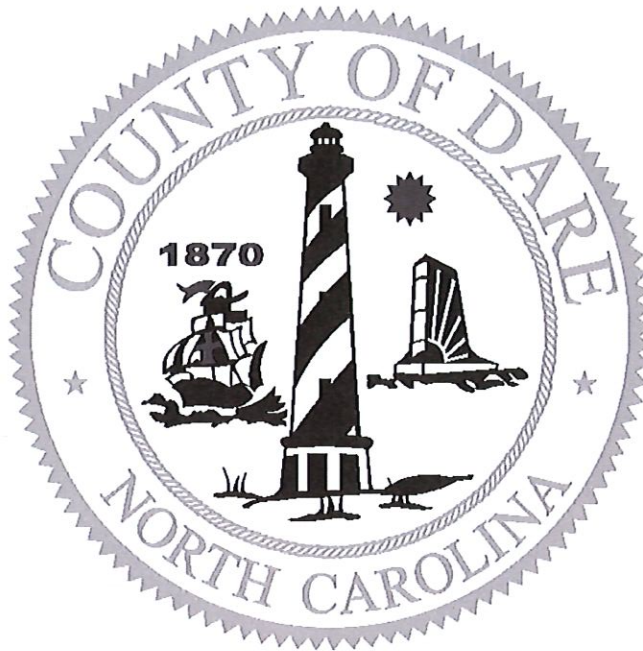
Telephone Number: 252-473-4801

Substance Abuse Professional #2

Name: Tom King

Address: 3175 Presidential Driver, Atlanta, GA 30340

Telephone Number: 770-452-1590 / 800-729-6452



Stumpy Point Volunteer Fire Department - Firefighter Relief Board Appointment

Description

The Firefighters' Relief Fund (FRF) was established in 1907 to financially assist firefighters who are injured while performing their duties, and to ensure that no firefighter would become destitute through no fault of their own. The FRF is funded by a portion of the Gross Premium Tax (GS 105-228.5(d)(3)) on insurance policies containing fire and lightning protection, as well as certain automotive policies. The fund is distributed by the Commissioner of Insurance to local Firefighter Relief Funds annually.

The fund is managed locally by a five-person board. Two members elected by the Fire Department; two members of the community appointed by the Board of Commissioners; and one member appointed by the Commissioner of Insurance.

Board Action Requested

Approve Ms. Susan Davis and Ms. Toni Midgett to the Firefighters Relief Board for Stumpy Point Volunteer Fire Department.

Item Presenter

Steven R. Kovacs - Fire Marshal

Phil M. York
Chairman of the Board
Stumpy Point Volunteer Fire Department
255 Bayview Drive
Stumpy Point, NC 27978

Steven R. Kovacs
Deputy Director of Emergency Management/Fire Marshal
PO Box 1000
370 Airport Road
Manteo, NC 27954
252-475-5750 Office-General
252-475-5751 Office

Dear Steven Kovacs,

Thank you for your willingness to help us with the two needed appointments by the Dare County Commission required for the Stumpy Point Volunteer Fire Department Relief Fund Board.

The two candidates are:

Susan Davis
300 Bayview Drive
Stumpy Point, NC 27978

Toni Midgett
136 Bayview Drive
Stumpy Point, NC 27978

Your help is appreciated and from our last communication I understand that this will be handled at the Commission meeting in February of 2024.

Regards,
Phil M. York
286 Bayview Drive
Stumpy Point, NC 27978
704-677-3176



Amendment to Capital Project Ordinance and Budget Amendment for Capital Investment Fund for Manteo & Frisco EMS Stations

Description

Manteo & Frisco EMS stations were not included in the FY 2024 CIP. Budget corrections were done on 9/5/2023 for that. However, the architects delivered and invoiced for final drawing in September so additional corrections are needed for architect costs (\$116,629) and architect expenses (\$405).

The budget corrections exclude the costs from future debt proceeds and include them as pay-as-you-go in the Capital Investment Fund.

Board Action Requested

Adopt amendment to the capital project ordinance and adopt the budget amendment for the Capital Investment Fund.

Item Presenter

David Clawson, Finance Director

**County of Dare, North Carolina
Capital Project Ordinance
for
Series 2023A LOBs
and EMS Phase 2
Projects**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, for the Series 2023A LOBs, (formerly 2022C) originally adopted on 9/7/2021 and amended on 1/18/2022, 7/18/2022, 1/3/2023, 2/6/2023, 3/6/2023, 5/1/2023, and 5/10/2023 is hereby amended:

Section 1 This amendment is to adjust the project budgets for various corrections, change orders, and changes per the fiscal year approved capital improvements plan as indicated on the following page.

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

Section 3 The following revenues are changed as indicated as indicated:

Debt Proceeds S2024A LOBs – Phase 2	613090-470318-98737	(\$116,629)	decrease
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Section 4 The following appropriations for **EMS Phase 2** are changed as indicated:

Architectural services – Phase 2	615531-710900-60367	(\$69,230)	decrease
Architect surveys & geotechnical – Phase 2	615531-710101-60360	(\$47,399)	decrease

Section 5 The legal level of budget control for EMS Phase 1, #'s 60380, 60381, and 60382, is the total budgeted for all projects. Per the bond documents all borrowed funds and non-arbitrage interest earnings may be used for any Phase 1 project or for Phase 2 projects. Per the annual budget ordinance, the County Manager is authorized to execute change orders and/or amendments to construction contracts in amounts up to \$50,000, and to amend the related capital project ordinance using the project or owner's contingency or budget amounts available from other project line items. For EMS Phase 1 projects that authority is extended to budget movement between projects/project numbers.

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

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

Adopted this 5th day of February, 2024.

Chairman, Board of Commissioners

[SEAL]

Skyler Foley, Clerk to the Board of Commissioner

DARE COUNTY

BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Capital Investment Fund					

Revenues:

Expenditures:

Reserved for CIP	114490	555009		\$117,034
EMS capital - paygo	114531	537450	\$117,034	

Explanation:

For Manteo & Frisco EMS station architect deliverables.
Projects no longer included in CIP.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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



North Carolina 911 Board Portable Radio PSAP Grant.

Description

The Dare County Sheriff's Office requests to receive a zero match, reimbursable grant for nine portable radios at the 911 Center.

Board Action Requested

Approval.

Item Presenter

Sheriff J. D. "Doug" Doughtie

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the ____ **day of the month of** _____, **2024** by and between **Dare County**, the **Grantee** and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together “the Parties”) hereby agree to the following terms.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Dare County

By: _____

Title: _____

Date: _____

ATTEST: _____

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

By: _____

Director of Fiscal Operations

N.C. 911 Board

By: _____

Title: _____

Date: _____

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to purchase portable radios for the Primary PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
 - a. Project: 2023 Portable Radio PSAP Grant.
 - b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
 - c. Executive Director: Executive Director of the 911 Board.
 - d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
 - e. Grantee: The unit of local government operating a Primary PSAP, as identified in the Grant Application, notwithstanding G.S. §143C-6-23(a)(3).
 - f. Grant Application: The Application submitted by the Grantee to request Grant Funds for the Project. The Application stated the model type and number of radios requested and the total amount of Grant Funds requested. The Grantee's Application is attached hereto as Exhibit C and incorporated herein.
 - g. Grant Funds: The amount stated in the Grant Application and authorized for award by the 911 Board.
 - h. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
 - i. Interlocal agreement: Reserved.
 - j. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

k. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

l. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To purchase portable radios for the Grantee's Primary PSAP. The Grant Funds shall only be used to pay for the portions of the project that are Ineligible Costs.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports in the timeframe and using the templates contained in Exhibits A and B of this Agreement.

c. Goals and objectives and terms for meeting the same include:

1. For the Grantee's Primary PSAP, purchase the number and type of portable radios identified in its Grant Application. The Grantee and its Primary PSAP agrees it will only use the Grant Funds to purchase the portable radios selected by the Grantee's Primary PSAP on the Grant Application. The Grantee and Grantee's Primary PSAP understand and agree that they cannot use the Grant Funds for any other purpose or purchase, including selecting a different type of portable radio that was available but not selected by the Grantee in the attached Grant Application.

2. For each Board-approved seat denoted on the grant application, the Grantee's Primary PSAP will use grant funds to contract with a vendor to purchase the following:

- a. 1 portable radio (including two batteries);
- b. 2 chargers; one for the primary PSAP and backup PSAP;
- c. Programming per radio cost, ARS Encryption, and Code Plug;

- d. Training for PSAP staff on use of the new portable radios; and
 - e. Maintenance for each portable radio for the first 12 months, which will be included in the contract for sale.
3. All portable radios purchased by Grantee under this Agreement shall contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the Grantee deems appropriate to its jurisdiction.
 4. Once activated on the VIPER system, the Grantee's Primary PSAP will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall become an addendum to this executed Grant Agreement. The submission will be required prior to any reimbursement by the Board.
 5. The Grantee's Primary PSAP will keep each portable radio purchased using Grant Funds on the dispatch floor at a console exclusively for use by telecommunicators. The portable radios will not be kept elsewhere within the Primary PSAP, including supervisor offices. The radios will remain solely at the Primary PSAP and may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.
 6. The radios will be maintained exclusively for the Grantee's Primary PSAP use. Neither the Grantee nor the Grantee's Primary PSAP will share, gift, loan, or otherwise allow the use of any of the portable radios purchased under this Grant Agreement using Grant Funds by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.
 7. The Grantee agrees that it will maintain the radios exclusively for Grantee's Primary PSAP use for at least thirty-six (36) months. The Grantee and Grantee's Primary PSAP agree they will not resell, transfer, gift, or in any other manner convey the portable radios to any other entity. If the Grantee does not retain the radios on the Primary PSAP premises in accord with the terms of this Grant Agreement for at least 36 months, Grantee agrees it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.
 8. Increase operability with surrounding emergency response resources and increase redundancy and security.
 9. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

10. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.
 11. Conduct thorough system(s) testing before acceptance.
 - d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.
 - e. Reserved.
 - f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.
 - g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.
 - h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.
3. Changes in the Project.
- a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.
 - b. Any work referred to in Subsection 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.
 - c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.
 - d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.
 - e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.
4. Consolidation. Reserved.
5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2025 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Section 14; or amended by

written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time. **However, both parties agree that if the Grantee fails to place its order for the portable radios with its vendor by February 5, 2025, no extension of this Agreement will occur.**

6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases, with the entire project completed in approximately fifteen (15) months: 1) procurement and planning; 2) delivery, programming, and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Subsection 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

7. Delivery of Grant Funds. The total Grant Funds equal the amount stated in the Grant Application contained in Exhibit C of this Agreement. Grant Funds shall be held by the 911 Board and delivered as follows:

a. Funds shall be released to Grantee to reimburse the Grantee for its purchase after receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. As stated in Subsection 2(c)(4) of this Grant Agreement, once activated on the VIPER system, the Grantee will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall be sent as a pdf file to the PSAP's assigned Regional Coordinator and shall become an addendum to this executed Grant Agreement. The Grantee agrees that it must submit the activation request form and until it does so, it shall not be reimbursed by the Board.

d. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

e. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

f. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

g. In the event Grantee breaches any of the covenants or agreements contained in this Section, or any of the representations and warranties of Sections 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

h. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

- i. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.
 - j. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.
 - k. Any costs associated with completing the project that are not eligible for reimbursement through Grant Funds, as set forth in the Grant Application, must be paid through Grantee's general funds. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application.
8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.
9. Independent Status of Grantee.
 - a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.
 - b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.
10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

- a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
- b. If the Grantee does not complete the project by the end of the Term of the Agreement, set forth in Section 5 of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.
- d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The Grantee agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Section 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for

this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee agrees that the funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

- c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.
- d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.
- e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,
- f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

- a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.
- b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. The parties agree that Grantee failing to place an order for the portable radios by February 5, 2025, does not constitute excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to

submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,
- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Section 28 below following the agreement to mediate,
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with any of the requirements of this Agreement, including reporting requirements.
- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents

and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL.**” By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party’s assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party’s confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board: Attn: L. V. Pokey Harris, Executive Director
 N.C. 911 Board
 P.O. Box 17209
 Raleigh, NC 27609

Ph: 919-754-6621
E-Mail: pokey.harris@nc.gov

If to Grantee: The PSAP Contact listed on the Grant Application, which is attached as Exhibit C. If the Contact changes, the Grantee must

notify the Board of the updated information by contacting the PSAP's assigned Regional Coordinator

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than the date specified in the grant electronic mail correspondence in which it was sent to Grantee.**

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein.
4. Interim Reports
 - a. The Grantee shall submit one copy of the interim report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator on or before 1 February 2025, using the attached template in Exhibit B.
5. Final Project Report
 - a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period using the attached template in Exhibit B.
 - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
 - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).

Exhibit B
Interim and Final Grant Report Templates

- Use the Template language for both reports.
- Both reports must be submitted on the local government's letterhead with the date of submission.
- Both reports must be signed by each of the following: 1) the PSAP manager; 2) the locality's Finance Manager; and 3) the County or City Manager.

1. **The Interim Report** shall be submitted no later than February 1, 2025.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The portable radios contain the VIPER Statewide required template, as defined in the State Interoperability Executive Committee's SOG.

Once activated on the VIPER system, we will submit a completed copy of the subscriber unit activation request form as a pdf to the PSAP's assigned Regional Coordinator. *If the PSAP has already submitted the information, use this alternative language:* The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

Only applicable if the PSAP has not yet placed its radio order: The PSAP understands that failing to place its order for radios by February 5, 2025 means that it is not entitled to an extension pursuant to Section 5 of this Grant Agreement. Therefore, the PSAP understands that if it has not met the full extent of its obligations under this Grant Agreement, it will not be reimbursed by the Board and will have to pay for any purchases made in an attempt to fulfil its obligations under Grant Agreement with general funds.

2. **The Final Report** shall be submitted within 45 days of completing the project.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The radios and chargers were delivered {date}. Upon delivery, the programming, ARS Encryption, and code plug were installed.

Staff was trained by the vendor on {date(s)}.

The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

The project is now complete. Final invoices were submitted on {date} or with this final report.

Exhibit C
Grant Application

Grantee's Grant Application is attached hereto and is incorporated by reference.



2023 Portable Radio PSAP Grant Application

PSAP Name: Regional Communications Dare, Hyde, Tyrrell

PSAP Contact Name: Captain Jack Scarborough

PSAP Contact Email: jacks@darenc.gov

PSAP Contact Phone Number: 252-475-5705

PSAP Address: 370 Airport Rd Manteo NC 27954

Date: 8/28/2023

Number of Board-approved seats: 9

*Please double click in the cell to open the table. Once complete, close out the table to transfer data. ***The number of radios requested cannot exceed the number of Board-approved seats in the Primary PSAP.*

Types of Radio Requested	Number of Radios	Per Radio Cost	Total funds requested
Motorola APX6000 700/800mhz	0	\$5,846.15	\$0.00
Motorola APX8000 700/800mhz/VHF/UHF Multiband	9	\$8,330.89	\$74,978.01
Tait TP9400 700/800mhz/VHF/UHF Multiband	0	\$3,154.50	\$0.00
Tait TP9600 700/800mhz/VHF/UHF Multiband	0	\$3,627.75	\$0.00
EF Johnson-Kenwood VP5000 700/800mhz	0	\$2,756.66	\$0.00
EF Johnson-Kenwood VP6000 700/800mhz	0	\$3,603.71	\$0.00
EF Johnson-Kenwood VP8000 700/800mhz/ VHF/UHF Multiband	0	\$5,498.91	\$0.00
Harris XL-45 700/800mhz	0	\$2,486.25	\$0.00
Harris XL-95 700/800mhz	0	\$3,874.25	\$0.00
Harris XL-150 700/800mhz	0	\$3,574.25	\$0.00
Harris XL-185 700/800mhz	0	\$4,729.00	\$0.00
Harris XL-200 700/800mhz	0	\$6,506.75	\$0.00
Harris XL-400 700/800mhz	0	\$10,991.75	\$0.00

By submitting this application, the above-named PSAP acknowledges and agrees to the following:

This grant opportunity is available only to Primary PSAPs.

The PSAP will make direct purchase of the desired radios from the PSAP's vendor of choice. The PSAP's locality will be reimbursed for the purchase.

The Primary PSAP will be required to enter into a grant agreement with the Board upon approval of the application. The grant agreement will give the PSAP approximately 14 months to purchase the radios and complete programming and staff training.

This grant opportunity will provide the following per approved seat:

- 1 portable radio (including two batteries)
- 2 chargers; one for the primary PSAP and backup PSAP
- Programming per radio cost, ARS Encryption, and Code Plug
- Training for PSAP staff on use of the new portable radios
- Maintenance for the first 12 months

The number of awarded radios will not exceed the number of Board-approved seats.

Each portable radio must be kept on the dispatch floor at a console in order to be available for use by telecommunicators. The portable radios will not be kept elsewhere within the PSAP, including supervisor offices.

The radios may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.

The radios will be maintained exclusively for the Primary's PSAP use. The PSAP will not share, gift, loan, or otherwise allow the use of any of the grant-awarded portable radios by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.

The PSAP understands that the radios may be checked during PSAP assessments or Board staff visits to ensure that all Board-awarded portable radios are on premises.

All portable radios purchased through this program must contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the PSAP deems appropriate to its jurisdiction.

Once activated on the VIPER system, each PSAP must submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form will become an addendum to the executed Grant Agreement. The submission of the pdf will be required prior to any reimbursement by the Board.

The PSAP must pay for anything related to the radios that exceed the amount approved by the Board.

After the first year, the PSAP will pay for all maintenance for the radios out of its general fund. The PSAP understands that the maintenance will not be ETSF eligible.

The PSAP agrees that it will keep the radios for at least 36 months. It will not resell them or give them away to any other entity. If the PSAP does not retain the radios on the PSAP premises for at least 36 months, it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.

The applicant PSAP must email this completed application form by 5 p.m. on Friday, September 29, 2023, to 911comments@its.nc.gov

Board Internal Use Only:

- Regional Coordinator reviewed for accuracy.
- Financial Review Specialist reviewed for accuracy.
- Executive Director reviewed for accuracy and forward to legal counsel for preparation of Grant Agreement.



DHHS Social Services Division YoungWilliams Contract Amendment

Description

This Contract Amendment incorporates the 2021 revision of IRS Publication 1075 Exhibit 7, as required by the North Carolina Central office, into the YoungWilliams (child support) contract.

Board Action Requested

Approve the Amendment

Item Presenter

n/a

**Contract Amendment
State of North Carolina, Dare County
Amendment # 1**

SECTION I

Agency: YoungWilliams, PC
Program: Child Support Services
Contract Term: July 1, 2022 through June 30, 2027

This Contract Amendment modifies the contract between Dare County, North Carolina (the "County") and YoungWilliams, PC (the "Contractor"). As provided for under the terms of the Contract, the County and Contractor agree to modify the provisions indicated in Section II below.

SECTION II

Justification/Change to Contract:

The Internal Revenue Service updated its Publication 1075 in November of 2021. The North Carolina Central Office requires that all vendor contracts include the updated language in Exhibit 7 of that Publication. Included as Attachment A to this Amendment is the full text of IRS Publication 1075 Exhibit 7, Revision 11-2021.

The Contract includes outdated Exhibit 7 language in Attachment L. By mutual agreement, the language in Attachment L of the Contract has been removed and replaced with the language in Attachment A to this amendment.

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment, effective January 1, 2024.

Contractor
YoungWilliams, PC

County
Dare County

By: _____

By: _____

Title: PRESIDENT

Title: _____

Date:

Date:

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County: _____

Signature: _____

Title: _____

Date: _____

Exhibit 7 Safeguarding Contract Language

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and

ATTACHMENT A

obligated to the agency under this contract.

(12) For purposes of this contract, the term “contractor” includes any officer or employee of the contractor with access to or who uses FTI, and the term “subcontractor” includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 ([see Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.



*Health & Human Services - Public Health Division
Bridge Access Program Funding for COVID-19 Vaccines*

Description

The Public Health Division has received funding from the NC Division of Public Health, Immunization Branch for the Bridge Access Program for Covid-19 Vaccines and Treatments.

The purpose of this funding is for the Local Health Department to provide operational support to improve COVID-19 vaccine access for uninsured and under insured adults.

Funding will be used cover the cost of administering the vaccinations, to purchase needed and updated equipment, and media advertising to promote COVID-19 vaccine availability.

Board Action Requested

Approve Budget Amendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT**F/Y 2023-2024**

	G/L Account Number			INCREASE	DECREASE
	Org	Object	Project		
<hr/>					
Department:	Human Services - Public Health				
<u>Revenues:</u>					
State/Federal	103027	424260	45100	\$	46,373
<u>Expenses:</u>					
Salaries	104600	500200	45100	\$	8,400
FICA	104600	500300	45100	\$	643
Retirement	104600	500400	45100	\$	1,080
Health Insurance	104600	500500	45100	\$	1,000
401k	104600	500601	45100	\$	250
Operating	104600	513400	45100	\$	5,000
Advertising	104600	525600	45100	\$	30,000

Explanation:

Received State Bridge Access for COVID vaccine funding. Funding will be used to cover the cost of COVID vaccine administration, upgrade the Sensaphone & TTY equipment, purchase a scanner, monitor and label printers and for advertising to promote vaccine availability. Funding to be spent by May 30, 2024

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

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

Local Health Department Legal Name
 719 Bridge Access Program for
 COVID-19 Vaccines

Activity Number and Description

 01/01/2024 – 05/31/2024

Service Period

 02/01/2024 – 06/30/2024

Payment Period
 Original Agreement Addendum
 Agreement Addendum Revision # _____

Epidemiology / Immunization

DPH Section / Branch Name
 Ayodeji Ayankoya, 919-418-8591,
 ayodeji.ayankoya@dhhs.nc.gov

DPH Program Contact
 (name, phone number, and email)

DPH Program Signature **Date**
 (only required for a negotiable Agreement Addendum)

I. Background:

On April 18, 2023, the U.S. Department of Health and Human Services (HHS) announced the HHS Bridge Access Program for COVID-19 Vaccines and Treatments. This program provides funding to help maintain access to COVID-19 vaccines for uninsured and underinsured adults through existing public health infrastructure, HRSA-supported health centers (i.e., Health Centers), and participating pharmacies.

While private and public health insurance plans, including Medicare and Medicaid, will cover COVID-19 vaccinations without cost-sharing, approximately 25-30 million uninsured adults will lose access to affordable COVID-19 vaccinations in fall 2023. Funding has been provided by Centers for Disease Control and Prevention (CDC) to implement a Bridge Access Program to prevent a sudden loss of coverage for uninsured and underinsured adults through December 2024. The CDC’s Bridge Access Program provides COVID-19 vaccines at no cost for adults 19 years and older without health insurance and adults whose health insurance does not provide zero-cost coverage for COVID-19 vaccines.

II. Purpose:

This Agreement Addendum provides operational support to the Local Health Department to improve COVID-19 vaccine access for uninsured and underinsured adults through the CDC Bridge Access Program.



 Health Director Signature (use blue ink or verifiable digital signature)

12/18/2023

 Date

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

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2022

III. Scope of Work and Deliverables:

The Local Health Department shall:

1. Complete the North Carolina Bridge Access Program Provider Agreement¹ outlining the participation requirements and submit it via Smartsheet² no later than January 31, 2024.
2. Provide COVID-19 vaccinations for the uninsured and underinsured adult population who are 19 years of age or older. Those insured by Medicaid or Medicare are not eligible for COVID-19 vaccines under the Bridge Access Program.
3. Follow all conditions outlined in the North Carolina Bridge Access Program Provider Agreement³, including, but not limited to:
 - a. Permitting patients to attest to their uninsured or underinsured status at the point of care.
 - b. Continuing to collect insurance status through standard patient screening questions and data collection systems (e.g., via the use of the North Carolina Immunization Registry [NCIR]).
 - c. Documenting patient eligibility and reporting vaccine administration data in the NCIR.
4. Coordinate with community partners (e.g., Federally Qualified Health Centers [FQHCs], pharmacies, other HRSA-supported organizations) and with other providers within your county, including those serving tribal communities, that are participating in the Bridge Access Program to collaborate on planned outreach activities and accelerate outreach to and vaccination of eligible adult populations. Engage in coordination calls with community partners to share information and collaborate on planned outreach activities to support efforts in eligible adult populations.
 - a. Share plans for offsite vaccination locations with community partners to determine gaps in coverage and/or access for uninsured adults and to coordinate vaccination activities to close identified gaps.
 - b. Partner with community organizations that serve as trusted resources and can facilitate access for individuals, support the development of trust in communities, and provide input and guidance on effective outreach and communication strategies.
5. If needed, update Electronic Health Record (EHR) to account for Bridge Access Program inventory. Comply with the Certified Electronic Health Record Technology (CEHRT) standards and with other standards for structured data that EHRs are required to meet in order to qualify for use in the Medicare Promoting Interoperability Program. The Office of the National Coordinator for Health Information Technology (ONC) Health IT Certification Program ensures that Certified Health Information Technology products meet the technological capability, functionality, and security requirements adopted by the US Department of Health and Human Services.⁴
6. Educate the community on the benefits of receiving COVID-19 vaccine and disseminate health promotion materials to build trust and address vaccine hesitancy among target populations.
7. Follow CDC COVID-19 operational guidelines and vaccine recommendations.⁵

¹ <https://covid19.ncdhhs.gov/nc-bridge-access-program-agreement/open>

² <https://app.smartsheet.com/b/form/9e03b85bf3c84a1e878d0cde12515c81>

³ <https://covid19.ncdhhs.gov/nc-bridge-access-program-agreement/open>

⁴ <https://www.healthit.gov/topic/certification-ehrs/2015-edition-cures-update-test-method>

⁵ <https://www.cdc.gov/vaccines/covid-19/clinical-considerations/interim-considerations-us.html>

IV. Performance Measures / Reporting Requirements:

1. Bridge Access Program COVID-19 vaccine administered to uninsured and underinsured adults who are 19 years of age or older.
 - a. Screen each vaccine recipient and document the eligibility status at each immunization encounter in NCIR.
 - b. Accurately report vaccine administration data in NCIR at every immunization encounter by close of business, as required by NCIP.
 - c. Track and report the quantity of all COVID-19 vaccine transfers to internal locations and external providers. Track and report vaccine wastage/spoilage occurrences in NCIR according to the North Carolina Immunization Program (NCIP) guidelines. Vaccine transfers must be coordinated with the NCIP to ensure vaccine is transferred only to other eligible NC Bridge Access Program participants.
 - d. Train designated staff on COVID-19 vaccine administration, management, inventory, and reporting requirements as required by CDC and NCIP.
2. Track and report expenditures related to equipment (i.e., EHR system, EHR vendor contract, and associated fees, computers, software and hardware).
3. Track vaccine encounters associated with self-reimbursement of vaccine administration fees per injection and make financial records available to the NCIP upon request.
4. **Monthly Financial Reports:** These monthly financial reports will report on the prior month. Due dates are listed on Smartsheet. The first financial is for January 2024 and is due by February 15, 2024. Complete these reports via Smartsheet.⁶
5. **Semiannual Program Report:** The semiannual program report is for the January–May 2024 reporting period and is due by June 15, 2024. Complete the report via Smartsheet.⁷

V. Performance Monitoring and Quality Assurance:

1. The Immunization Branch will monitor the Local Health Department’s performance through a monthly review of financial reports (i.e., Smartsheet and Aid-to-Counties [ATC] expenditure reports), and review of vaccine transactions and administration data reported to NCIR. The Immunization Branch will also monitor the Local Health Department’s performance through a review of the semiannual program report.
2. The Immunization Branch will provide technical consultation to support LHDs in meeting these objectives as needed.
3. The Immunization Branch will conduct in-person or virtual visits as needed.
4. If the Immunization Branch determines a Corrective Action Plan (CAP) is needed, the Branch’s program monitor shall make every effort to work with the LHD on strategies to resolve compliance issues. If the plans are not followed and the LHD remains out of compliance after intervention and resources from DPH, the Agreement Addendum may be terminated or funding may be reduced.

⁶ <https://app.smartsheet.com/b/form/deb1486977e34deba6d918534f9d5f>

⁷ <https://app.smartsheet.com/b/form/5e478f13283d4d63a18b0b203e808bc2>

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 awarded under this AA **may** be used for the following:
 - a. Vaccine Administration fee, not to exceed \$65 per injection.
 - b. Staff that supports Bridge Access Program vaccine-related work.
 - c. Vaccine educational materials and media advertising.
 - d. Operational costs associated with a vaccine clinic (e.g., temporary, offsite, mobile, onsite).
 - e. Equipment (e.g., electronic health records, and associated vendor costs, computers, software, hardware, vaccine storage units, digital data loggers, etc.).
3. No patient can be charged an out-of-pocket administration fee to administer COVID-19 vaccine supplied through the Bridge Access Program.
4. Funding **cannot** be used for the following:
 - a. Research
 - b. Lobbying
 - c. Vaccine purchase
 - d. Purchase of alcoholic beverages
 - e. Entertainment costs (e.g., amusements, social activities, and related costs)
 - f. Fundraising costs
 - g. Incentives
 - h. Purchase of land or building
 - i. Purchase of vehicle
 - j. Honoraria
 - k. Invention, Patent, or Licensing Costs
 - l. Meals

5. LHD shall comply with the federal Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS) when receiving federal funds: LHD shall disclose, in a timely manner, in writing to the NCDHHS funding entity (DPH or DCFW) and the federal Health and Human Services Office of the Inspector General (HHS OIG) all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the DPH Deputy Director or DCFW Director and HHS-OIG at mandatorygrantedisclosures@oig.hhs.gov and include “Mandatory Grant Disclosures” in the email subject line.

FY24 - FAS	Activity Nbr + Name:	719	719 Bridge Access Program for COVID-19 Vaccines
federal award supplement	FAS Number + Reason:	1	This FAS is accompanying an AA+BE or an AA Revision+BE Revision.
	Assistance Listing Nbr + Name:	93.268	Immunization Cooperative Agreements
Is award R&D?: NO	FAIN:	NH23IP922624	IDC rate: n/a Fed awd total amt: \$ 8,021,842
	Fed award project description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children Grant Amendment Supplement Action: Budget Year 4 Funding	
	Fed awd date + awarding agency:	09-05-23 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	F5VHYUU13NC5	\$ 118,003	\$ 118,003	Jackson	X7YWWY6ZP574	\$ 57,927	\$ 57,927
Albemarle	WAAVS51PNMK3	\$ 276,251	\$ 276,251	Johnston	SYGAGEFDHYR7	\$ 139,954	\$ 139,954
Alexander	XVEEJSNY7UX9	\$ 47,529	\$ 47,529	Jones	HE3NNNUE27M7	\$ 30,199	\$ 30,199
Anson	PK8UYTSNJCC3	\$ 38,864	\$ 38,864	Lee	F6A8UC99JWJ5	\$ 60,815	\$ 60,815
Appalachian	CD7BFHB8W539	\$ 122,368	\$ 122,368	Lenoir	QKUFLL37VPGH6	\$ 55,616	\$ 55,616
Beaufort	RN1SXF4LXN6	\$ 50,995	\$ 50,995	Lincoln	UGGQGSCKBGJ5	\$ 71,213	\$ 71,213
Bladen	TLCTJWDJH1H9	\$ 44,063	\$ 44,063	Macon	LLPJBC6N2LL3	\$ 53,883	\$ 53,883
Brunswick	MJBMXLN9NJT5	\$ 85,076	\$ 85,076	Madison	YQ96F8BJYTJ9	\$ 38,864	\$ 38,864
Buncombe	W5TCDKMLHE69	\$ 165,949	\$ 165,949	MTW	ZKK5GNRNBBY6	\$ 95,218	\$ 95,218
Burke	KVJHUFURQDM5	\$ 81,033	\$ 81,033	Mecklenburg	EZ15XL6BMM68	\$ 625,765	\$ 625,765
Cabarrus	RDXNEJKJFU7	\$ 147,464	\$ 147,464	Montgomery	E78ZAJM3BFL3	\$ 36,553	\$ 36,553
Caldwell	HL4FGNJNGE97	\$ 74,679	\$ 74,679	Moore	HFNSK95FS7Z8	\$ 69,480	\$ 69,480
Carteret	UC6WJ2MQMJS8	\$ 63,703	\$ 63,703	Nash	NF58K566HQM7	\$ 85,654	\$ 85,654
Caswell	JDJ7Y7CGYC86	\$ 38,864	\$ 38,864	New Hanover	F7TLT2GMEJE1	\$ 142,842	\$ 142,842
Catawba	GYUNA9W1NFM1	\$ 117,425	\$ 117,425	Northampton	CRA2KCAL8BA4	\$ 34,243	\$ 34,243
Chatham	KE57QE2GV5F1	\$ 68,324	\$ 68,324	Onslow	EGE7NBXW5JS6	\$ 133,022	\$ 133,022
Cherokee	DCEGK6HA11M5	\$ 48,106	\$ 48,106	Orange	GGFMCW9XDA53	\$ 75,256	\$ 75,256
Clay	HYKLQVNWLXK7	\$ 33,665	\$ 33,665	Pamlico	FT59QFEAU344	\$ 32,510	\$ 32,510
Cleveland	UWMUYMPVL483	\$ 81,033	\$ 81,033	Pender	T11BE678U9P5	\$ 53,883	\$ 53,883
Columbus	V1UAJ4L87WQ7	\$ 58,504	\$ 58,504	Person	FQ8LFJGMABJ4	\$ 48,684	\$ 48,684
Craven	LTZ2U8LZQ214	\$ 56,194	\$ 56,194	Pitt	VZNPCLFT5R6	\$ 109,338	\$ 109,338
Cumberland	HALND8WJ3GW4	\$ 176,347	\$ 176,347	Polk	QZ6BZPGLX4Y9	\$ 36,553	\$ 36,553
Dare	ELV6JGB11QK6	\$ 46,373	\$ 46,373	Randolph	T3BUM1CVS9N5	\$ 116,848	\$ 116,848
Davidson	C9P5MDJC7KY7	\$ 120,891	\$ 120,891	Richmond	Q63FZNTJM3M4	\$ 52,728	\$ 52,728
Davie	L8WBGLHZV239	\$ 53,883	\$ 53,883	Robeson	LKBEJQFLAAK5	\$ 108,761	\$ 108,761
Duplin	KZN4GK5262K3	\$ 64,858	\$ 64,858	Rockingham	KGCCCHJZZ43	\$ 68,324	\$ 68,324
Durham	LJ5BA6U2HLM7	\$ 222,559	\$ 222,559	Rowan	GCB7UCV96NW6	\$ 127,823	\$ 127,823
Edgecombe	MAN4LX44AD17	\$ 56,194	\$ 56,194	Sampson	WRT9CSK1KJY5	\$ 72,946	\$ 72,946
Foothills	NGTEF2MQ8LL4	\$ 116,431	\$ 116,431	Scotland	FNVTUQGCHM5	\$ 46,951	\$ 46,951
Forsyth	V6BGVQ67YYP5	\$ 231,802	\$ 231,802	Stanly	U86MZUYPL7C5	\$ 50,995	\$ 50,995
Franklin	FFKTRQCNN143	\$ 60,815	\$ 60,815	Stokes	W41TRA3NUNS1	\$ 46,373	\$ 46,373
Gaston	QKY9R8A8D5J6	\$ 139,954	\$ 139,954	Surry	FMWCTM24C9J8	\$ 72,368	\$ 72,368
Graham	L8MAVKQJTYN7	\$ 30,199	\$ 30,199	Swain	TAE3M92L4QR4	\$ 34,243	\$ 34,243
Granv-Vance	MGQJKK22EJB3	\$ 109,499	\$ 109,499	Toe River	JUA6GAUQ9UM1	\$ 66,174	\$ 66,174
Greene	VCU5LD71N9U3	\$ 45,796	\$ 45,796	Transylvania	W51VGHGM8945	\$ 44,063	\$ 44,063
Guilford	YBEQWGFJPMJ3	\$ 265,306	\$ 265,306	Union	LHMKBD4AGRJ5	\$ 122,624	\$ 122,624
Halifax	MRL8MYNJJ3Y5	\$ 50,417	\$ 50,417	Wake	FTJ2WJPLWMJ3	\$ 451,312	\$ 451,312
Harnett	JBDCD9V41BX7	\$ 96,052	\$ 96,052	Warren	TLNAU5CNHSU5	\$ 34,820	\$ 34,820
Haywood	DQHZEVAV95G5	\$ 64,858	\$ 64,858	Wayne	DACFHCLQKMS1	\$ 102,406	\$ 102,406
Henderson	TG5AR81JLQF5	\$ 93,741	\$ 93,741	Wilkes	M14KKHY2NNR3	\$ 68,902	\$ 68,902
Hoke	C1GWSADARX51	\$ 58,504	\$ 58,504	Wilson	ME2DJHMYWG55	\$ 103,562	\$ 103,562
Hyde	T2RSYN36NN64	\$ 27,888	\$ 27,888	Yadkin	PLCDT7JFA8B1	\$ 50,417	\$ 50,417
Iredell	XTNRLKJLA4S9	\$ 107,028	\$ 107,028	Yancey	L98MCUHKC2J8	\$ 34,243	\$ 34,243

UEI = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331

DPH v4 9-25-23 [ag]

Activity 719	AA	133401 2B0HHBR 20G0093006	Total Allocated	Proposed Total	New Total
Service Period		01/01-05/31			
Payment Period		02/01-06/30			
01 Alamance	* 0	118,003	\$0.00	118,003	118,003
D1 Albemarle	* 0	276,251	\$0.00	276,251	276,251
02 Alexander	* 0	47,529	\$0.00	47,529	47,529
04 Anson	* 0	38,864	\$0.00	38,864	38,864
D2 Appalachian	* 0	122,368	\$0.00	122,368	122,368
07 Beaufort	* 0	50,995	\$0.00	50,995	50,995
09 Bladen	* 0	44,063	\$0.00	44,063	44,063
10 Brunswick	* 0	85,076	\$0.00	85,076	85,076
11 Buncombe	* 0	165,949	\$0.00	165,949	165,949
12 Burke	* 0	81,033	\$0.00	81,033	81,033
13 Cabarrus	* 0	147,464	\$0.00	147,464	147,464
14 Caldwell	* 0	74,679	\$0.00	74,679	74,679
16 Carteret	* 0	63,703	\$0.00	63,703	63,703
17 Caswell	* 0	38,864	\$0.00	38,864	38,864
18 Catawba	* 0	117,425	\$0.00	117,425	117,425
19 Chatham	* 0	68,324	\$0.00	68,324	68,324
20 Cherokee	* 0	48,106	\$0.00	48,106	48,106
22 Clay	* 0	33,665	\$0.00	33,665	33,665
23 Cleveland	* 0	81,033	\$0.00	81,033	81,033
24 Columbus	* 0	58,504	\$0.00	58,504	58,504
25 Craven	* 0	56,194	\$0.00	56,194	56,194
26 Cumberland	* 0	176,347	\$0.00	176,347	176,347
28 Dare	* 0	46,373	\$0.00	46,373	46,373
29 Davidson	* 0	120,891	\$0.00	120,891	120,891
30 Davie	* 0	53,883	\$0.00	53,883	53,883
31 Duplin	* 0	64,858	\$0.00	64,858	64,858
32 Durham	* 0	222,559	\$0.00	222,559	222,559
33 Edgecombe	* 0	56,194	\$0.00	56,194	56,194
D7 Foothills	* 0	116,431	\$0.00	116,431	116,431
34 Forsyth	* 0	231,802	\$0.00	231,802	231,802
35 Franklin	* 0	60,815	\$0.00	60,815	60,815
36 Gaston	* 0	139,954	\$0.00	139,954	139,954
38 Graham	* 0	30,199	\$0.00	30,199	30,199
D3 Gran-Vance	* 0	109,499	\$0.00	109,499	109,499
40 Greene	* 0	45,796	\$0.00	45,796	45,796
41 Guilford	* 0	265,306	\$0.00	265,306	265,306
42 Halifax	* 0	50,417	\$0.00	50,417	50,417
43 Harnett	* 0	96,052	\$0.00	96,052	96,052
44 Haywood	* 0	64,858	\$0.00	64,858	64,858
45 Henderson	* 0	93,741	\$0.00	93,741	93,741
47 Hoke	* 0	58,504	\$0.00	58,504	58,504
48 Hyde	* 0	27,888	\$0.00	27,888	27,888
49 Iredell	* 0	107,028	\$0.00	107,028	107,028
50 Jackson	* 0	57,927	\$0.00	57,927	57,927

51 Johnston	* 0	139,954	\$0.00	139,954	139,954
52 Jones	* 0	30,199	\$0.00	30,199	30,199
53 Lee	* 0	60,815	\$0.00	60,815	60,815
54 Lenoir	* 0	55,616	\$0.00	55,616	55,616
55 Lincoln	* 0	71,213	\$0.00	71,213	71,213
56 Macon	* 0	53,883	\$0.00	53,883	53,883
57 Madison	* 0	38,864	\$0.00	38,864	38,864
D4 M-T-W	* 0	95,218	\$0.00	95,218	95,218
60 Mecklenburg	* 0	625,765	\$0.00	625,765	625,765
62 Montgomery	* 0	36,553	\$0.00	36,553	36,553
63 Moore	* 0	69,480	\$0.00	69,480	69,480
64 Nash	* 0	85,654	\$0.00	85,654	85,654
65 New Hanover	* 0	142,842	\$0.00	142,842	142,842
66 Northampton	* 0	34,243	\$0.00	34,243	34,243
67 Onslow	* 0	133,022	\$0.00	133,022	133,022
68 Orange	* 0	75,256	\$0.00	75,256	75,256
69 Pamlico	* 0	32,510	\$0.00	32,510	32,510
71 Pender	* 0	53,883	\$0.00	53,883	53,883
73 Person	* 0	48,684	\$0.00	48,684	48,684
74 Pitt	* 0	109,338	\$0.00	109,338	109,338
75 Polk	* 0	36,553	\$0.00	36,553	36,553
76 Randolph	* 0	116,848	\$0.00	116,848	116,848
77 Richmond	* 0	52,728	\$0.00	52,728	52,728
78 Robeson	* 0	108,761	\$0.00	108,761	108,761
79 Rockingham	* 0	68,324	\$0.00	68,324	68,324
80 Rowan	* 0	127,823	\$0.00	127,823	127,823
82 Sampson	* 0	72,946	\$0.00	72,946	72,946
83 Scotland	* 0	46,951	\$0.00	46,951	46,951
84 Stanly	* 0	50,995	\$0.00	50,995	50,995
85 Stokes	* 0	46,373	\$0.00	46,373	46,373
86 Surry	* 0	72,368	\$0.00	72,368	72,368
87 Swain	* 0	34,243	\$0.00	34,243	34,243
D6 Toe River	* 0	66,174	\$0.00	66,174	66,174
88 Transylvania	* 0	44,063	\$0.00	44,063	44,063
90 Union	* 0	122,624	\$0.00	122,624	122,624
92 Wake	* 0	451,312	\$0.00	451,312	451,312
93 Warren	* 0	34,820	\$0.00	34,820	34,820
96 Wayne	* 0	102,406	\$0.00	102,406	102,406
97 Wilkes	* 0	68,902	\$0.00	68,902	68,902
98 Wilson	* 0	103,562	\$0.00	103,562	103,562
99 Yadkin	* 0	50,417	\$0.00	50,417	50,417
00 Yancey	* 0	34,243	\$0.00	34,243	34,243
Totals		8,021,842	0	8,021,842	8,021,842

Sign and Date - DPH Program Administrator <i>Deji Ayankoya</i> 12/7/2023	Sign and Date - DPH Section Chief <i>Mac Kemmer</i> 12/7/2023
Sign and Date - DPH Budget Office – ATC Coordinator <i>Sarah [Signature]</i> 12/7/2023	Sign and Date - DPH Budget Officer <i>S. [Signature]</i> 12/7/2023



Board Appointments

Description

The following Boards have appointments or actions this month:

1. Land Transfer Tax Appeals Board
2. Veterans Advisory Council
3. Older Adult Services Advisory Council
4. Albemarle Commission - Board of Directors
5. Planning Board

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Land Transfer Tax Appeals Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

February 2024

LAND TRANSFER TAX APPEALS BOARD

(Four Year Term)

This Board meets when someone disputes the amount of land transfer tax.

Appointments

The Town of Kitty Hawk recommends Councilman Dylan Tillett to replace outgoing Councilwoman Lynne McClean.

Applications on File:

Eddie Twyne

Other Members: See attached list



Skyler Foley <skyler.foley@darenc.gov>

Town of Kitty Hawk Appointment

Melody Clopton <mclopton@kittyhawktown.net>
To: Skyler Foley <skyler.foley@darenc.gov>
Cc: Hosea Wilson <hosea.wilson@darenc.gov>

Thu, Jan 11, 2024 at 9:37 AM

At the January 8, 2024 meeting the Town Council appointed Dylan Tillett as their representative on the Land Transfer Tax Appeals Board.

Councilman Tillett's Contact info is as follows:

Dylan Tillett
dylan.tillett@kittyhawktown.net
(252) 202-3802

His appointment replaces Lynne McClean

--
Melody C. Clopton, SPHR, IPMA-SCP
Town Manager
PO Box 549
Kitty Hawk, NC 27949
(252) 261-3552 Phone
(252) 261-7900 Fax



LAND TRANSFER TAX APPEALS BOARD
(Four Year Term)

**This Board meets when a person disputes the amount of land transfer
tax due as stated by the Tax Collector.**

<u>MEMBER</u>	<u>AREA REPRESENTING</u>	<u>TERM EXPIRATION</u>
Jacqueline Ricks-Sample P.O. Box 1367 Kill Devil Hills, NC 27948 441-4367 (Town of KDH appointee)	KDH	Expires: 6/25 Reapptd. 6/13,17,21
Maggie Carroll 130 S. Dogwood Trl. Southern Shores, NC 27949 252-202-7626 (Town of SS appointee)	SS	Expires: 9/27 Apptd. 9/23
Mike Siers 4638 S Blue Marlin Way Nags Head, NC 27959 252-489-3861 Mike.siers@nagsheadnc.gov (Town of Nags Head appointee)	NH	Expires: 9/27 Apptd. 6/19, 9/23
Jack Overman 110 Puddle Lane Manteo, NC 27954 252-473-2126	Comm. Apptd.	Expires: 9/27 Reapptd. 6/11, 11/15, 6/19, 9/23
Rob Rollason 706 7 th Avenue Kill Devil Hills, NC 27948 robrollason@gmail.com 252-475-0002	Comm Apptd.	Expires: 6/25 Apptd. 6/21
Vacant James Ayers – resigned (10/21).	Manteo	Expires: 10/25 Apptd. 10/21
Lynne McClean 610 W. Kitty Hawk Road Kitty Hawk, NC 27948 202-9672 Lynne.mcclean@kittyhawktown.net (Town of Kitty Hawk appointee)	KH	Expires: 6/25 Apptd. 6/17 Reapptd. 6/21

MEETING DATE: The board only meets when there is an appeal.

Robert Outten, County Attorney
P.O. Box 1000
Manteo, NC 27954 Phone: 475-5811

Hosea E. Wilson, III, AAS, County Assessor
P.O. Box 1000
Manteo, NC 27954 Phone: 475-5940

Barbara Connery replaced Manson Meekins who resigned 6/99.
Russell Langley replaced Smokey Broughton 8/99.
Robert Muller replaced Ronald Scott 8/99.
Robert Rallason reappointed for four year term 3/02.
Barbara Connery reappointed for four year term 4/02.
June Neri replaced Jule Burrus and Bill Fruit replaced Leo Antonucci 4/02.
Doug Seay replaced Bill Fruit 9/05.
Emilie Klutz replaced Doug Seay 1/06.
Doug Remaley replaced Bob Muller 9/07.
Jack Overman apptd. to fill seat left vacant by Russell Langley 1/08.
Jacqueline Ricks-Sample appointed to fill unexpired term of Robert Rollason 5/2010.
Michael Stone replaced James Perry, Town of Southern Shores 11/15.
John Ratzenberger replaced the late Doug Remaley, Town of Nags Head, 11/15.
Lynne McClean replaced Emilie Klutz
Michael Siers replaced John Ratzenberger – Town of Nags Head 06/19
Rob Rollason appointed as Board of Commissioners' appointment, 06/21
James Ayers appointed for Town of Manteo., 10/21 – resigned 10/21
Mike Stone - Town of Southern Shores did not wish to be reappointed. 09/23
Maggie Carroll appointed for Town of Southern Shores – 09/23
Mike Siers and Jack Overman were reappointed. – 09/23

REVISED 09/23



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Tourism Board

2nd Choice Jury Commission

3rd Choice Land Transfer Tax Appeals Board

Name Eddie Allen Twyne

Address 143 Raleigh Wood Drive

City/State/Zip Manteo / NC / 27954

Email etwyne@yahoo.com

Personal Phone 2523052291

Business Phone 2524734272

Business Address 516 S Hwy 264 / Manteo / NC / 27954

Occupation Owner / Broker Carolina Dunes Real Estate

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 from Manteo HS in 1980. Attended Fork Union Military Academy in 1980-81. Attended Chowan College in 1983-85 and graduated from ECSU in 1987 with a BS in Health and Physical Education. I received a graduate certificate from East Carolina University in Leadership in Organizations in 2023.

Business and civic experience and skills I was an educator and coach in Dare County Schools from 1987 to 2017. I served in the position as the Head Football Coach at Manteo HS, Head Baseball at Manteo Middle, Athletic Director at Manteo Middle, and Girls Head Basketball Coach at various times and I taught a variety of subjects throughout my teaching career. I am currently an Owner / Broker along with my wife, Beth of Carolina Dunes Real Estate.

Other boards, Committees, Commissions on which you presently serve I am currently serving on the DC Parks and Recreation Advisory Board. I hold a lifetime NC Teachers License. I am a lifetime member of the NC Coaches Association. I have many real estate designations and certificates including GRI, Resort and Second Homes, Diversity and workforce Housing.

REFERENCE #1

Name RV Owens

Business Local Businessman

Address Mother Vineyard Road / Manteo / NC / 27954

Phone 2522024963

REFERENCE #2

Name Jerry Tillett

Business Superior Court Judge

Address Manteo / NC / 27954

Phone 2524231998

REFERENCE #3

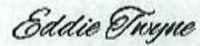
Name Brownly Douglas

Business RE Broker

Address Manteo / NC 27954

Phone 2522168294

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 11/17/2023



Veterans Advisory Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

February, 2024

VETERANS ADVISORY COUNCIL

(Staggered Three Year Terms)

The Veterans Advisory Council serves as a liaison with the community in coordinating services and activities benefiting Veterans and their families. Members of the Veterans Advisory Council solicit information and provide updates about community-based activities honoring veterans.

Marsha Brown resigned from the Veterans Advisory Council effective 12/31/2023.

The Veterans Advisory Council recommends Lisa Lloyd be appointed to fill the unexpired term.

Applications on file from:

Terry Buchanan and Mary Jernigan, Lisa Lloyd, Jennifer Reardon, and John Watkins

Other members:
See attached list



Skyler Foley <skyler.foley@darenc.gov>

Fwd: Marsha M. Brown

2 messages

Patricia O'Sullivan <patricia.o'sullivan@darenc.gov>

Tue, Jan 2, 2024 at 10:48 PM

To: Skyler Foley <skyler.foley@darenc.gov>

Good morning Skyler,

Marsha Brown has resigned from the Veterans Advisory Council effective 12/31/2023. I will forward the open applications to the current Council members for them to choose a replacement.

Thank you.

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

From: hookedonsales@aol.com <hookedonsales@aol.com>

Date: Sun, Dec 31, 2023 at 7:45 PM

Subject: Re: Marsha M. Brown

To: Patricia O'Sullivan <patricia.o'sullivan@darenc.gov>**December 31, 2023****Dare County Board of Commissioners****Dare County Veterans Advisory Council****Patty O'Sullivan, Dare County Veterans Service Officer****P.O. Box 1000****Manteo, NC 27954**

It is with my deepest appreciation to all of you that I have had the opportunity to serve as Secretary of the Veterans Advisory Council for the past eleven years.

At this time, I wish to tender my resignation and pass the baton to another person who will value the position as much as I have. Collaborating with our Council members and Patty has been a joy and a blessing and over the years I have embraced precious memories that I will cherish always.

Our Council has made great strides connecting in an incredibly positive way with our Veteran community and there are no words to adequately express the pride I have for the accomplishments we have made together. Promoting Veteran awareness, the Veteran Discount Card, encouraging Veterans to seek guidance regarding their health care/potential benefits having served and sacrificed for our country has been my passion.

It was a dream come true to see 'The Wall That Heals' come here and exalt our deserving servicemembers. My husband, William S. 'Billy' Brown, Jr, U. S. Army Vietnam Veteran, would be so proud of everyone who helped bring that spectacular event to fruition therefore my gratitude is endless.

Thank you, Commissioners and Council members from the bottom of my heart for your service to our country, our communities and for your friendship. I will continue to offer volunteer help whenever it will benefit our Veterans and/or our Council and its members via my weekly column, GIG LINE.

To each one of you, I pray God's divine blessings for your good health and happiness in the New Year 2024. I genuinely love you ALL.

Sincerely,

Marsha M. Brown

--

Patricia O'Sullivan

Veteran Services Officer

Department of Health & Human Services

P O Box 669

Manteo, NC 27954

252.475.5604 - Office

252.473.6437 - Fax

patricia.o'sullivan@darenc.gov



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Skyler Foley <skyler.foley@darenc.gov>
To: Patricia O'Sullivan <patricia.o'sullivan@darenc.gov>

Wed, Jan 3, 2024 at 9:15 AM

Thank you for letting me know, I will be on the lookout for an email stating the replacement and get it on the next available BOC agenda.

Have a wonderful day!

[Quoted text hidden]

--

Skyler Foley

Clerk to the Board of Commissioners

Assistant to the County Manager

P.O. Box 1000, Manteo, NC 27954

252.475.5700 phone

www.darenc.com

[Quoted text hidden]



Skyler Foley <skyler.foley@darenc.gov>

VAC Applicant for Approval

2 messages

Patricia O'Sullivan <patricia.o'sullivan@darenc.gov>
To: Skyler Foley <skyler.foley@darenc.gov>

Tue, Jan 23, 2024 at 9:27 PM

Good evening Skyler

The Veterans Advisory Council unanimously voted to appoint Lisa Lloyd to replace Marsha Brown on the Veterans Advisory Council. They felt she did an outstanding job on The Wall That Heals Project. If possible, please add to the Commissioner's Meeting agenda for their February meeting.

Let me know if you need anything else. Thank you.

--

Patricia O'Sullivan
Veteran Services Officer
Department of Health & Human Services
P O Box 669
Manteo, NC 27954
252.475.5604 - Office
252.473.6437 - Fax
patricia.o'sullivan@darenc.gov



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Lloyd_Lisa_VACApp.pdf
682K

Skyler Foley <skyler.foley@darenc.gov>
To: Patricia O'Sullivan <patricia.o'sullivan@darenc.gov>

Wed, Jan 24, 2024 at 8:59 AM

Good morning 😊

I will get this on the February Agenda and after the appointment is complete I will send you the updated history.

Have a great day!

[Quoted text hidden]

--

Skyler Foley

VETERANS ADVISORY COUNCIL
(Staggered/Three Year Term)

The Veterans Advisory Council serves as a liaison with the community in coordinating services and activities benefiting veterans and their families. Members of the Veterans Advisory Council solicit information and provide updates about community-based activities honoring Veterans.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Richard A. Probst, Chair 1806 Upper Dune Road Kill Devil Hills, NC 27948 502-592-7659 rprobs60@yahoo.com	5/26	Apptd. 5/19 Reapptd. 6/20 4/23
James Scroggin 50210 Cedar Court Frisco, NC 27936 703-201-4812 jscroggin@mac.com	5/25	Apptd. 5/22
Dr. Kevin P. Wallace 25 Croatan Ct. Manteo, NC 27954 208-590-5766 okinawawallace@gmail.com	5/24	Apptd. 7/21
Marsha Brown-Resigned 12/31/23 163 Roanoke Trail Manteo, NC 27954 252-423-3007 (H) 252-202-2058 (C) giglineheroes@aol.com	5/26	Apptd. 5/12 Reapptd. 5/14, 5/20, 4/23
Ellen Aidooock, Vice-Chair 521 Canal Drive Kill Devil Hills, NC 27948 919-815-0977 ell2clif@yahoo.com	5/25	Apptd. 4/19 Reapptd. 5/22
Justin O'Sullivan 900 C W Corrigan St Kill Devil Hills, NC 27948 856-298-8078 justin.p.osullivan@gmail.com	5/24	Apptd. 7/21

Anthony Imperiale
4210 West Vansciver Drive
Nags Head, NC 27959
(609) 707-0250
tonyimp1949@gmail.com

11/25

Apptd. 11/22

Jack Shea (Ex-Officio)
Dare County Commissioner
290 Wax Myrtle Trail
Southern Shores, NC 27949
252-261-4158 (H)

Apptd. 2/17

NOTES:

Veterans Advisory Council was formed on 5/7/12.

MEETING INFO: 4th Thursday of each month, 6 p.m., Rm. 168, Dare County Administration Building, 954 Marshall C. Collins Dr., Manteo, NC

CONTACT INFO: Rick Probst, Chair

MEMBERS COMPENSATED: No

Lynda Hester replaced Punk Daniels 6/13, Billy Brown replaced Clarence Skinner 7/13
Joshua Turner filled unexpired term of Pete Groom 3/14
Jack Leonard filled vacant seat previously held by Joe Pope 4/15
Gary Kierney replaced Josh Turner 4/15; Charles Read, Jr. replaced Lynda Hester 6/16
Russell Laney filled unexpired term of Dale Draper 6/16
Carl Reiber filled unexpired term of Billy Brown 8/16
Jeff Slaker filled unexpired term of Clarence Lewis who resigned 12/16
Jack Shea added as Ex-Officio member from the DCBC 2/17.
Kelli Rose Harmon filled unexpired term of Charles B. Read, Jr. who resigned 5/17.
Frederick W. Lamm filled unexpired term of Jeff Slaker who resigned 10/17.
Norman St. Laurent replaced Frederick Lamm whose term expired and did not want to be reappointed 5/18; Blake Salmon replaced Gary Kierney 6/18
Steve Goodheart replaced Carl Reiber who resigned 7/18
The Veteran's Advisory Council requested that Jack Shea be appointed as "Counselor" to the Veteran's Advisory Council upon his retirement. Approved by the DCBC – 11/18
Ellen Aidock replaced Kelli Harmon who resigned 4/19;
Richard Probst replaced Jack Leonard who resigned 5/19
Robert Yanacek replaced Russell Laney who resigned 5/19
Norman St. Laurent resigned 6/19; Barry L. Holt replaced him 10/19
Kevin P Wallace & Justin O'Sullivan appointed to replace Robert Yanacek & Blake Salmon 7/21
Ellen Aidock reappointed, James Scroggin apptd. to replace Steve Goodheart 5/22
Anthony Imperiale apptd. to replace Barry L. Holt 11/22
Robert Probst and Marsha Brown reappointed 4/23
Marsha Brown resigned effective 12/31/23

REVISED 1/24



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee you are interested in:

1st Choice *	<input type="text" value="Veterans Board."/>	▼
2nd Choice	<input type="text"/>	▼
3rd Choice	<input type="text"/>	▼

Your Personal Information

Name *	<input type="text" value="Terry Buchanan"/>
Address *	<input type="text" value="4305 Worthington Lane"/>
City/State/Zip *	<input type="text" value="Kitty Hawk NC 27949"/>
Email *	<input type="text"/>
Personal Phone *	Enter 9 digit number. Do not enter any spaces or special characters. <input type="text"/>
Business Phone	Enter 9 digit number. Do not enter any spaces or special characters. <input type="text"/>
Business Address	<input type="text"/>
Occupation *	<input type="text" value="Law Enforcement"/>
Residency *	Are you a resident of Dare County? <input checked="" type="radio"/> YES <input type="radio"/> NO

Your Background

Education*

Educational Background - please wright in paragraph form, not as a list

Masters Certification.

Experience*

Business and civic experience and skills - please wright in paragraph form, not as a list

Former Sheriff

Current Services*

Other boards/Committees/Commissions on which you presently serve - please wright in paragraph form, not as a list

None

References

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

REFERENCE #1

Name*

Melanie Buchanan

Business*

Address*

Phone*

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

REFERENCE #2

Name*

Doug Doughtie

Business

Dare Sheriff

Address

Phone*

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

REFERENCE #3

Name*

matt Beickert

Business

Currituck Sheriff

Address

Phone*

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

Signature*

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

Date

Date will be captured on form submission

I'm not a robot

reCAPTCHA
Privacy - Terms

4/2022

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Veteran's Board

2nd choice _____

3rd choice _____

Name Mary Teruigan

Address PO Box 345

City/State/Zip KD H NC 27948

Email Address maryj@darenc.com

Telephone Home: 252-305-1005

Business: 252-475-5657

Resident of Dare County: yes no

Occupation: leisure: Active Coor

Business Address: 300 Blumkin St KD H NC 27948

Educational background:

BS work on MS

Business and civic experience and skills:

CAC Vol 8 years (12 yrs Military)

BW VP 4 yrs

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

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Debbie Moudray		Co. Emp	252-489-3661
Emily Gould		Co Emp	757-576-4948
Dancy Wilkerson		Retired	252-256-1706

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

Date: 4/22/21 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 4/22/2021



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Veterans Advisory Council

2nd Choice

3rd Choice

Name Lisa Lloyd

Address 4117 Tamarac Court

City/State/Zip Nags Head, NC 27959

Email lloyds5forlife@gmail.com

Personal Phone 4152464790

Business Phone

Business Address

Occupation Home Manager

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 Bachelor of Education, University of South Alabama, Mobile, AL (1989)

Business and civic experience and skills Management within Pregnancy Resource Centers (2021-2022; 2007-2013)
Served on Virginia Military Institute Parent Council (2012-2015)
Mentor Coach (2017-2020)

Other boards, Committees, Commissions on which you presently serve None

REFERENCE #1

Name Patricia O'Sullivan

Business Dare County

Address PO Box 669, Manteo, NC 27954

Phone 2524755604

REFERENCE #2

Name Lori Wilson
Business Accountant
Address 50 E Dogwood Trail, Southern Shores, NC 27949
Phone 7573831265

REFERENCE #3

Name Kay Costulis
Business Retired
Address 4201 13th St, Nags Head, NC 27959
Phone 7578800411

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

A rectangular box containing a handwritten signature in cursive script that reads "Lisa Lloyd".

Date 1/24/2024



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Advisory Board or Committee interested in:

- 1st choice: Juvenile Crime Prevention Council (JCPC)
2nd choice: Jury Commission
3rd choice: Veterans Advisory Council

Name: JENNIFER REARDON

Address: 180 S DOGWOOD TRL

City/State/Zip: KITTY HAWK NC 27949

Email Address: jlynnereardon@gmail.com

Telephone: Home: (252)469-0692 Business:

Resident of Dare County: YES

Occupation: PRIOR US ARMY PARALEGAL

Business Address:

Educational background:

My bachelors education is in criminal justice from NC Wesleyan Univeristy in Rocky Mount, NC with heavy emphasis on leadership training and teaching

Business and civic experience and skills:

My business experience is in active duty and National Guard military justice as a criminal justice paralegal preparing documents for commanders, trial judges and courts-martials. I also served as a claims analyst in Iraq and an English language instructor with a heavy emphasis on cultural immersion with Romanian Air Force.

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

I am not currently or actively serving on a board/Committee/Commission.

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	KELLI REARDON
Business/Occupation	CVS
Address	180 S DOGWOOD TRL KITTY HAWK NC 27949
Telephone	(252)883-8722



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name LISA JOHNSON
Business/Occupation
Address
Telephone (334)524-7090

Name JACQUE WADE
Business/Occupation
Address
Telephone (910)619-9809

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:

Date: 5/2/2023



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Advisory Board or Committee interested in:

- 1st choice: Library Board - Dare
2nd choice: Veterans Advisory Council
3rd choice: College of the Albemarle Board of Trustees

Name: JOHN F. WATKINS, JR.

Address: 404 SEXTANT CT

City/State/Zip: MANTEO, NC 27954

Email Address: jwatkins1319@gmail.com

Telephone: Home: (252)213-3645 Business:

Resident of Dare County: YES

Occupation: RETIRED

Business Address:

Educational background:

I am a graduate of the University of Southern Mississippi with a B.S. in Business Administration, and also a graduate of the UNC Chapel Hill Executive Program. My professional education/studies include certification as a CPM (Certified Purchasing Manager) and licensing as a USCG Captain.

Business and civic experience and skills:

I am a veteran, U.S. Army officer, Airborne-Ranger. My business experience is in the corporate world, first in the casualty insurance business and later in the textile industry. I have been a small business owner (engineered wood products), have worked for a non-profit, managed a Sea Tow franchise, and am a past president of a local home builders association in Vance County

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

I was serving on the Board of Trustees for the Perry Memorial Library in Henderson, NC prior to relocating to Manteo in February, 2023. My strong points are with budgeting and finances (approximately a \$1,000,000 operating budget), as well as overall business operations of the library.

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	PATTI MCANALLY
Business/Occupation	LIBRARY DIRECTOR, PERRY MEMORIAL LIBRARY
Address	205 BRECKENRIDGE STREET, HENDERSON, NC 27536
Telephone	(252)438-3316



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name STEVE CHOBOT
Business/Occupation
Address VANCE COUNTY, NC
Telephone (919)89-0334

Name CYNTHIA WALKER
Business/Occupation
Address HENDERSON, NC
Telephone (252)492-2269

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:

John P. Watkins, Jr.

Date: 3/28/2023



Older Adult Services Advisory Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

February, 2024

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

Due to the passing of Commissioner Jim Tobin, the Dare County Commissioners will need to appoint another Commissioner to fill the unexpired term.

Other Members:
See attached list

OLDER ADULT SERVICES ADVISORY COUNCIL

(Four Year Term)

**This Council advises Dare County in its efforts to promote, organize, plan,
and coordinate services and programs for residents and visitors to
Dare County who are 55 years of age and older.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Margaret Reber-Dennis, Vice Chair 176 Swan View Drive Kill Devil Hills, NC 27948 magpie211@yahoo.com 252-489-8394 (C)	04-26	Apptd. 4/22
Mary Pendill, Chair 129 Dogwood Circle Manteo, NC 27954 obxmamap@hotmail.com 252-423-0757 (C), 252-473-3589 (H)	11-26	Apptd. 11/14 Reaptd. 11/18, 11/22
Cynthia Harris 92 S. Dogwood Trail Southern Shores, NC 27949 703-402-6288 cindharris@charter.net	11-25	Apptd. 11/15 Reaptd. 11/17, 10/21
Emily Gould 213 Woodland Drive Kitty Hawk, NC 27949 252-475-5550 (O) ekarr@darenc.gov Social Services Rep.	11-26	Apptd. 11/22
Sandra Burgee 3138 Bay Drive Kill Devil Hills, NC 27948 burgeesf@charter.net 252-207-4132	01-27	Apptd. 12/23 Filling unexpired term.
Don Berg P.O. Box 2822 Kitty Hawk, NC 27949 757-871-6193 dberg790@aol.com	03-24	Apptd. 1/23 to fill term

Isaac Simonsen 4606 S Cobia Way Nags Head, NC 27959 mr.isaacsimonsen@gmail.com 252-333-6986 (H)	04/26	Apptd. 4/22
Barbara Franchi 6053 Martin's Point Road Kitty Hawk, NC 27949 252-261-0164 bafranchi@charter.net	07-24	Appt. 7/20
Claudia Hennessey P.O. Box 740 Avon, NC 27915 252-995-6662	11-25	Apptd. 11/15 Reapptd. 11/17, 10/21
Mary Ellen Holland 23 Spindrift Trail Southern Shores, NC 27949 252-255-5780 maryholland@embarqmail.com	04/26	Apptd. 4/22
Jim Tobin 6951 Pecan Lane PO Box 243 Manns Harbor, NC 27953 jim.tobin@darenc.gov 252-216-7732 DC Commissioner	1-25	Apptd. 6/17 Reapptd. 1/21

NOTE: MEETING INFO: Meetings are held primarily at the Baum Center since meetings are offered virtually.

CONTACT INFO: Jenna Wienert, Dir., Baum Senior Center (252.475.5636)

MEMBERS COMPENSATED: No

Commissioner Byrd replaced Commissioner Perry 9/97; Walter Parker replaced Herb Barr, Josephine Fessler replaced Lovie Midgett and Alpean Midgett apptd. to fill term of Louise Rossiter 11/97. Henry Haywood to fill term Marge Keys and Edna Fehrmann apptd. to fill term of Marge Keys 3/99. Kathy Crowder replaced Jimmy Williams and Marjorie Midgett replaced Roy Midgett 11/99. Grace Fruit replaced Edna Fehrmann 10/00; Cheryl Byrd's appt. tabled til 12/18/00. Geneva H. Perry filled unexpired term of Comm. Cheryl Byrd 1/01. Lovie Midgett apptd. to fill unexpired term of Alpean Midgett 4/01. Shirley Venente replaced Walter Parker and Barbara Brenner replaced Josephine Fessler 1/02. Mary Conway replaced Dell Collins 1/03 and Jonna Midgett replaced Sue Judge 1/03. Virginia Tillet filled unexpired term of outgoing Comm. Geneva Perry 2/03. Joe Rongo replaced "Fritz" Winfree 11/03; Annie Rose Wells filled unexpired term of Gee Fruit 3/04.

Paulette Prodanchek filled term of Barbara Brenner 4/05.
Lynda Hester filled term of Mary Conway 4/07.
Lynn Thomas filled term of Joe Rongo & Georgia Ellis filled term of Annie Rose Wells 8/07.
Judith Link filled unexpired term of Shirley Venente 5/08.
Steve Jennette filled term of Lovie Midgett 12/08; Gisele Mead filled term of Lynda Hester 1/09.
Linda Lengyel filled term of Steve Jennette 3/14.
Lynn Bloomfield filled term of Julia Haywood and David Faudie filled term of Betse Kelly 11/14.
Margarette Umphlett filled unexpired term of Virginia Tillett 12/14.
11/2/15: Cynthia Harris apptd. to South Beach seat, Sandra Clark to Mainland seat & Claudia Hennessey apptd. to Wanchese seat for two-year terms. With no applications from these designated areas, appointments were made from applications that were on hand.
John Clark replaced Georgia Ellis 11/16; Melissa Turnage filled term of Jonna Midgett 12/16.
Jim Tobin appointed to fill term of Margarette Umphlett 6/17
Sandra Clark did not want to be reappointed 11/17. Kenneth Bukantas replaced David Faudie who resigned 1/19. Craig Albert replaced Paulette Prodanchek who resigned 2/19
Amber Jennings apptd., Lynne Bloomfield reapptd. 11/19
Kenneth Bukantas resigned 3/19; Amber Jennings resigned 3/20; Apollonia (Bella) Reber apptd. 3/20
Jim Tobin reappointed 1/21, Cynthia Harris and Claudia Hennessey reappointed 10/21.
Craig Albert moved out of the area, leaving a vacancy.
Lynne Bloomfield and Linda Lengyel resigned 2/22, Lynne Bloomfield withdrew resignation 3/22.
Mary Ellen Holland, Isaac Simonsen and Margaret Reber-Dennis appointed to fill vacancies 4/22.
Mary Pendill was appointed to Chair and Bella Reber was appointed to Vice-Chair 4/22.
Lynne Bloomfield resigned 5/22
Mary Pendill reapptd., Emily Gould to replace Melissa Turnage 11/22
Apollonia (Bella) Reber resigned, Don Berg to complete term, Beulah Ashby to fill vacancy on Board 1/23
Changed Contact Info to Jenna Wienert, new Director of Thomas Baum Senior Center 5/23
Beulah Ashby resigned, Sandra Burgee appointed to fill her unexpired term. 12/23

REVISED 12/23



Planning Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

February, 2024

PLANNING BOARD

(Three Year Term)

**The terms of Chairman John Finelli and David Hines
expire in February, 2024.**

David Hines (District 3) wishes to be reappointed.

Chairman John Finelli (At-Large) no longer wishes to be reappointed.

The Board of Commissioners will need to appoint an individual to fill the “At-Large” seat and appoint a Board Member as Chairman.

Applications from:

Johnathan Hathcock, Allen Moran, Jr., William J. Overman, Jr., Natalie Painter, Raymond Pate, Thomas Rust, Raymond Starsman, Eddie Twyne, and Christopher Williams are attached.

Other Members: See attached list

PLANNING BOARD
(Staggered/Three Year Term)

The Planning Board meets to review and recommend action on land use and Development plans and issues for the unincorporated areas of Dare County.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
James R. "Buddy" Shelton 291 Bayview Drive Stumpy Point, NC 27978 473-5572- Home 423-8659 – Work Buddy.shelton1959@gmail.com District 1	2-25	Apptd. 2/19 Reapptd.1/22
David Overton 418 Berry Drive Manteo, NC 27954 473-4802 At Large	2-26	Apptd. 2/08 Reapptd.2/11,14,17,20,22
John Finelli, Ch. Box 555 Kitty Hawk, NC 27949 261-8786 At Large	2-24	Apptd. 3/03 Reapptd.2/06,09,12,15,18 21
Beth Midgett P.O. Box 250 Hatteras, NC 27943 986-2346 District 4	2-26	Apptd. 8/04 Reapptd.2-06, 08, 11, 14, 17, 20, 22
Terry Gore, II 140 N. Fearing Place Manteo, NC 27954 347-6710 (H),449-0539 (O) At-large	2-25	Apptd. 2/16 Reapptd. 19, 21
John DeBoy 303 Eagle Dr. Kill Devil Hills, NC 27948 207-8912(H), 480-9921(O) District 2	2-26	Apptd. 11/21 Reapptd. 12/22
David Hines 306 First Flight Run Kitty Hawk, NC 27949 252-573-9547 david@coastalncobx.com District 3	2-24	Apptd. 3/19 Reapptd. 1/21

NOTES

MEETING DATE: 2ND Monday of each month
7:30 p.m., DCBOC Meeting Room
Contact: Noah Gillam, Planning Director

2/9/96 Attorney Cole referred to the Ordinance Book regarding appointments to the Planning Board. He noted that all appointments should be for three years after an initial staggered term of one, two and three years. The appointments have been for two years. He suggested that in order to comply with the ordinance, the members whose terms expired in February be given one more year and the rest of the members be given one more year. Approved by the DCBOC unanimously.

All Board members were appointed/reappointed on 2/3/97.

02/02 - Jim Kinghorn appointed to replace J.W. Kierzkowski.

03/03 - John Finelli replaced Jon Britt.

04/03 - Ricky Scarborough, Jr. appointed to fill unexpired term of Mary Aldridge.

08/04 - Beth Midgett filled unexpired term of Jim Kinghorn.

02/05 - Robert Lewis replaced Marcia Parrott.

09/05 - Catherine Morris filled unexpired term of Robert Lewis.

10/07 - Dan Oden, Jr. filled unexpired term of Joseph Thompson.

02/08 - David Overton replaced John G.B. Myers.

02/08 - Henry Haywood replaced Catherine Morris.

08/12 - Michael Barr filled unexpired term of Henry Haywood.

02/15 - Charles B. Read, Jr. replaced Dan Oden, Jr.

02/16 - Terry Gore replaced Elmer Midgett.

02/16 - John Finelli was moved to the At Large seat and apptd. Chairman.

02/16 - Charles Read was moved to the District 3 seat.

06/16 - Jeff Landreth filled unexpired term of Ricky Scarborough, Jr.

02/19 - "Buddy" Shelton replaced Jeff Landreth who did not want to be reappointed

03/19 - David Hines appointed to fill unexpired term of Charles B. Read, Jr.

01/21 - David Hines and John Finelli reappointed for another term.

09/21 - Michael Barr resigned

11/21 - John DeBoy appointed to fill unexpired term of Michael Barr

01/22 - "Buddy" Shelton and Terry Gore reappointed

12/22 - David Overton, Beth Midgett and John DeBoy reappointed

REVISED 12/22



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Advisory Board or Committee interested in:

- 1st choice: Zoning Board of Adjustment - Dare County
2nd choice: Planning Board
3rd choice: Albemarle Region Resource Conservation and Development
Council (RC&D)

Name: JASON HATHCOCK

Address: 120 LEE CT

City/State/Zip: KILL DEVIL HILLS, NC 27948

Email Address: jhathcoc@yahoo.com

Telephone: Home: (252)564-4604 Business:

Resident of Dare County: YES

Occupation: SR. PROJECT DEVELOPMENT MANAGER

Business Address: 120 LEE CT KILL DEVIL HILLS, NC 27948

Educational background:

I received a Bachelors Degree from the Pamplin School of Business at Virginia Tech in Blacksburg, VA.

Business and civic experience and skills:

Worked for Dominion Energy as an Electric Distribution Project Designer for 13 years, currently working for Strata Clean Energy managing the development of utility scale renewable energy projects in the PJM market.

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

None at this time. Served as the Commodore of the Colington Yacht Club in 2022.

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	MIKE LANCSEK
Business/Occupation	REAL ESTATE BROKER
Address	93 POTESKEET TRAIL SOUTHERN SHORES, NC
Telephone	(252)207-0305



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name FRANK SOLES
Business/Occupation BUILDER
Address 400 DA VINCI LANE KITTY HAWK, NC
Telephone (757)448-8162

Name MIKE JOHNSON
Business/Occupation LAND DEVELOPMENT/MANAGEMENT
Address 105 PRINCE CHARLES CT KILL DEVIL HILLS, NC
Telephone (252)473-8262

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:

Jason Hatfield

Date: 1/11/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Planning Board

2nd Choice

3rd Choice

Name Allen Moran

Address 381 Mother Vineyard Rd

City/State/Zip Manteo, NC 27954

Email allenm@willeyagency.com

Personal Phone (252)423-1309

Business Phone (252)480-4600

Business Address 103 W. Woodhill Dr Ste C Nags Head, NC 27959

Occupation Insurance Agent

Dare County Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background I attended and graduated from Wanchese Christian Academy and then attended the College of the Albemarle before moving to obtain trade certifications and licenses.

Business and civic experience and skills I am an insurance agency owner, real estate agency owner, and reserve deputy sheriff.

Other boards, Committees, Commissions on which you presently serve I am the NCDOT board member for division 1 and currently serve on various church and charitable advisory boards.

REFERENCE #1

Name Jason Waughtel

Business Banker - Southern Bank

Address 704 S. Hwy 64/264 Manteo, NC 27954

Phone (252)216-6801

REFERENCE #2

Name Doug Doughtie
Business Sheriff
Address 962 Marshall C Collins Dr Manteo, NC 27954
Phone (252)216-9898

REFERENCE #3

Name Bea Basnight
Business Teacher - Retired
Address 177 Scuppernong Rd Manteo, NC 27954
Phone (252)475-0105

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.

Allen Moran

Date 11/18/2022



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Planning Board

2nd Choice

3rd Choice

Name Natalie Painter

Address 308 W Helga Street

City/State/Zip Kill Devil Hills, NC 27948

Email natalie@homesontheobx.com

Personal Phone 7573545013

Business Phone 252-256-9535

Business Address 2407 N Croatan Hwy, Kill Devil Hills, NC 27948

Occupation Real Estate

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 Bachelors of Science from Old Dominion University in Norfolk VA

Business and civic experience and skills As a business professional deeply embedded in the real estate industry, I've accumulated extensive experience and honed a diverse skill set that spans both entrepreneurial ventures and active civic engagement. My prowess in business administration, marketing, and strategic planning has been instrumental in successfully navigating the complexities of real estate investments, property management, and renovation projects.

Other boards, Committees, Commissions on which you presently serve I currently serve on the Town of Kill Devil Hills, Planning Board and have held town governance positions with the Town of Kill Devil Hills since 2015. Please let me know if I can send an additional resume with the full list of local, state and national committees and conversations that I have been involved in.

REFERENCE #1

Name John Windley

Business Mayor, Town of Kill Devil Hills

Address 102 Town Hall Drive, Kill Devil Hills

Phone 252-902-4345

REFERENCE #2

Name David Hines
Business Coastal NC Holding
Address 306 First Flight Ridge
Phone 252-573-9547

REFERENCE #3

Name Willo Kelly
Business Outer Banks Association of REALTORS
Address Nags Head
Phone 252-202-7927

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.



Natalie Painter

Date 11/29/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Airport Authority
2nd Choice Zoning Board of Adjustment - Dare County
3rd Choice Planning Board
Name Raymond G Pate
Address POB 350
City/State/Zip Kill Devil Hills, NC 27948
Email rgpatepepls@gmail.com
Personal Phone (252)435-8785
Business Phone (252)435-8785
Business Address POB 228, Point Harbor, NC, 27964, United States
Occupation Professional Engineer & Professional Land Surveyor
Dare County 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 Attended Louisburg College in Louisburg , NC from August 1972 to August 1974 studying general college with an emphasis on English literature. Attended the University of North Carolina at Wilmington from January 1975 to May 1977 receiving a BA degree in earth sciences with an emphasis on global positioning/geology. Attended North Carolina State University from 1978 to May 1981 receiving a BS degree in Civil Engineering-Construction Option.

Business and civic experience and skills Received Private Pilot single engine land certification with flight training in Bessemer Alabama and glider certification in 1992 with flight training in Hampton County NC.

Other boards, Committees, Commissions on which you presently serve Member of St. Andrews Episcopal by the Sea, Nags Head, NC.

REFERENCE #1

Name Dr. Charles Davidson
Business Address 3618 Old Nags Head Woods
Address 3618 Old Nags Head Woods, Nags Head, NC, 27959
Phone (252)548-9141

REFERENCE #2

Name Mr. George Henderson
Business POB 606 Manteo, NC 27954
Address 153 Dogwo0od Circle, Manteo, NC 27954
Phone (252)473-2791

REFERENCE #3

Name Mrs. Lib Fearing
Business POB 184, Manteo, NC 27954
Address 337 Ariport Rd., Manteo, NC, 27954
Phone (252)473-3307

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

Raymond G Pate

Date 12/31/2021



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Planning Board

2nd Choice Transportation Advisory Board

3rd Choice Albemarle Commission

Name Thomas Davis Rust

Address 7056 Currituck Road

City/State/Zip Kitty Hawk, NC 27949

Email trust@pennoni.com

Personal Phone 7035178178

Business Phone 7035178178

Business Address 1900 Market Street Philadelphia, PA (semi-retired)

Occupation Registered Professional Engineer and Certified Planner, Fellow in the American Institute of Certified Planners

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 am a graduate of Virginia Tech (VT) with a Bachelor of Science in Civil Engineering. I also hold a Master of Science (in Public Works) from George Washington University as well as a Master in Planning from the University of Virginia (UVA).

Business and civic experience and skills I am a Registered Professional Engineer and a Fellow in the America Institute of Certified Planners. In Herndon, VA I was on the Planning Commission, Town Council, and was Mayor. I retired from the Virginia General Assembly where I chaired Transportation as well as Science and Technology Committees. I was on the Education and Labor Committees. I served on the Board of Visitors for VT and Longwood University.

Other boards, Committees, Commissions on which you presently serve I serve on the Stewardship Committee at All Saints Episcopal Church. I am Vice-President of the Outer Banks Forum for the Lively Arts and am a member of the First Flight Rotary Club as a Paul Harris Fellow. At Pennoni, I am Vice-Chairman of the Board, Chairman of the Diversity, Equity, and Inclusion Committee and a member of the ESOP Committee. I am a board member of the VT Corps of Cadets Alumni Association.

REFERENCE #1

Name Mr. Chris Sawin

Business Outer Banks Community Foundation

Address 1003 9th Avenue Kill Devil Hills, NC 27948

Phone 2522618839

REFERENCE #2

Name Mr. Carl Curnutte III

Business Twiddy & Co

Address 255 Mother Vineyard Road Manteo, NC 27959

Phone 7578807847

REFERENCE #3

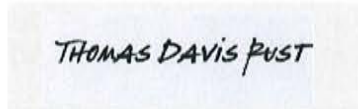
Name Mr. Chuck Pennoni PE

Business Pennoni

Address 1900 Market Street, Suite 300 Philadelphia PA 19103

Phone 2157968389

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.



THOMAS DAVIS PUST

Date 10/30/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Planning Board

2nd Choice

3rd Choice

Name Raymond Scott Starsman

Address 7025 Martins Point Rd

City/State/Zip Kitty Hawk, NC 27949

Email scott@starsman.com

Personal Phone 7572327043

Business Phone

Business Address

Occupation Electrical and Computer Engineer

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 received my Bachelor's Degree in Systems Engineer from the United States Naval Academy in 1986. I received my Master's Degree in Electrical Engineering from the Naval Postgraduate School in 1991 and my PhD in Electrical Engineering from Old Dominion University in 2003. I also received a certificate in Coastal Engineering from Old Dominion University in 2012.

Business and civic experience and skills I served in the United States Navy from 1986 to 2006; first as a Surface Warfare Officer and then as an Engineering Duty Officer responsible for the research, development, and acquisition of combat systems. Following my retirement from the Navy, I worked as a Director for a business providing software development and IT services for DoD customers. In 2020, I began working as the Program Manager for Business Intelligence for a DoD agency.

Other boards, Committees, Commissions on which you presently serve I serve as the Treasurer for a local investment organization in the Outer Banks. I have also served as a member of a storm water committee investigating solutions for storm water concerns in Martin's Point on behalf of the HOA.

REFERENCE #1

Name Tim Baker

Business Martins Point HOA President, USCGA

Address 5017 Martins Point Rd, Kitty Hawk, NC 27949

Phone 252-722-3821

REFERENCE #2

Name Dave Stormont

Business Storm Coast Homes

Address 6036 Currituck Rd, Kitty Hawk, NC 27949

Phone 252-207-2422

REFERENCE #3

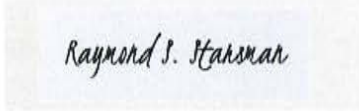
Name Noel Preston

Business Retired

Address 7000 Currituck Rd, Kitty Hawk, NC 27949

Phone 703-220-5150

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



Raymond S. Haskman

Date 10/29/2023



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Tourism Board

2nd Choice Planning Board

3rd Choice Oregon Inlet Task Force

Name Eddie Twyne

Address POB 11 / 143 Raleigh Wood drive

City/State/Zip Manteo

Email etwyne@yahoo.com

Personal Phone (252)305-2291

Business Phone (252)473-4272

Business Address 516 S Hwy 264 / 64 Manteo

Occupation Realtor

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 from Manteo High in 1980. Attended Fork Union Military Academy in 1980-81. I attended Chowan and graduated from ECSU in 1987 with a BS degree I am currently in. Grad School at ECU.

Business and civic experience and skills I am a retired teacher from Dare County Schools where I taught for over 30 years. I served various positions as a teacher including Head Football Coach at Manteo High. I am a Realtor with GRI, Workforce, RSPS and Diversity designations. I am a Member of Manteo Masonic Lodge, Dare Co Shriner, Coastal Family Church, NC Coaches Association, NC Career Teacher

Other boards, Committees, Commissions on which you presently serve I am currently a member of the Dare County Parks and Recreation Board.

REFERENCE #1

Name Ervin Bateman

Business Restaurant Business

Address Nags Head, NC

Phone (252)441-4963

REFERENCE #2

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

REFERENCE #3

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

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

A rectangular box containing a handwritten signature in cursive script that reads "Eddie Twyne".

Date 8/9/2022



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Planning Board
2nd Choice Parks and Recreation Advisory Council
3rd Choice

Name Christopher Williams
Address 4006 Smith Street
City/State/Zip 27949
Email christopherwilliams07@gmail.com
Personal Phone (757)287-1104
Business Phone
Business Address
Occupation General Manager
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 received my B.A. from Randolph-Macon College in 2008 where I majored in International Studies and French. I also minored in International Business.

Business and civic experience and skills Upon graduating I immediately started my career in education at The Winchendon School in Massachusetts. There I taught French and Spanish for 7 years. I was also a dorm parent and coached multiple sports throughout my tenure there. I then moved back to my hometown of Virginia Beach to continue with education at Cape Henry Collegiate. 2 years later I moved to Kitty Hawk in 2017 and currently manage Wave Riding Vehicles surf shop.

Other boards, Committees, Commissions on which you presently serve I do not serve on any boards/committees/commissions at the moment.

REFERENCE #1

Name Chase Vizzier
Business United States Navy
Address 961 Meetinghouse Rd. Jenkintown, PA 19046
Phone (757)642-1300

REFERENCE #2

Name Ryan Willis
Business Charlottesville Department of Utilities
Address 305 4th St. NW Charlottesville, VA 22903
Phone (561)706-9182

REFERENCE #3

Name Sean Duncan
Business The Winchendon School
Address 45 W 34th St. 5th Floor, New York, NY 10001
Phone (401)714-4486

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 12/2/2022



Albemarle Commission-Board of Directors

Description

See attached summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

February 2024

BOARD APPOINTMENT
ALBEMARLE COMMISSION – BOARD OF DIRECTORS

Commissioner Rob Ross has resigned from the Albemarle Commission. The Dare County Board of Commissioners will need to appoint a new Commissioner to fill this seat.

Other Members:
See attached list

ALBEMARLE COMMISSION – BOARD OF DIRECTORS

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Rob Ross P.O. Box 1032 Nags Head, NC 27959 Rob.ross@darenc.com 252-480-3765 (H) 252-216-6869	None	Apptd. 1/17 Reaptd. 1/19
Howard Swain 252-305-5533 jhowardswain@gmail.com	12/20	Apptd. 12/18

NOTE: Meeting Date – 3rd Thursday each month
6:30 p.m.

In July 1997 the Albemarle Commission was restructured with the Board of Directors comprising of one county commissioner from each of the 10 counties and 4 additional delegates. Dare County will have one of the four appointments.

In December 2009 the Albemarle Commission revised their bylaws concerning Board appointments and length of terms. The revision states that a county's elected representative will serve a two year term, beginning January 1st and may not serve more than two consecutive terms.

In August 2017, Executive Director Cathy Davison clarified that Elected Officials on the Albemarle Commission Board no longer have an expiration date for their appointments. They stay on the board until they are no longer an elected official or their County Board of Commissioners decides to replace them with another Commissioner.;

Based on the Albemarle Commission by-laws, four counties, on a rotating basis, appoint an individual as their at-large member to serve a two year term.;

Peregrine White served as the at-large member 1/2008-1/2010;
Terry Gore served as the at-large member 1/2014-1/2016;

7/97 – Richard Johnson apptd.
9/97 – Mary Berntsen apptd.
2/08 – Perry White apptd. as *at large member*.
1/14 – Terry Gore appointed as *at large member*.
1/13 – Comm. Robert L. “Bob” Woodard, Sr. replaced Comm. Richard Johnson.
1/17 – Comm. Rob Ross replaced Comm. Bob Woodard.
12/18 –Howard Swain appointed as *at large member*

REVISED 1/19



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.

March 2024 Older Adult Services Advisory Council – 1 term expiring

April 2024 Juvenile Crime Prevention Council – 1 term expiring
Manns Harbor Marina Commission – 2 terms expiring

May 2024 Veterans Advisory Council – 2 terms expiring Zoning
Board of Adjustment – 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, 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 O'Hara v. Dare County; and pursuant to NCGS 143-318.11(a)(5) to instruct the County staff, or negotiating agents, concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract, or proposed contract, for the acquisition of real property, and to approve the minutes of the last Closed Session.

Board Action Requested

Approve Closed Session

Item Presenter

Robert Outten, County Manager