



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

## DARE COUNTY BOARD OF COMMISSIONERS

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

Monday, July 16, 2018

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

### AGENDA

- 5:00 PM**      **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1**      Opening Remarks - Chairman's Update
- ITEM 2**      Presentation of County Service Pins - July 2018
- ITEM 3**      Employee of the Month
- ITEM 4**      Public Comments
- ITEM 5**      Jon Midgett Construction CS Text Amendment Request
- ITEM 6**      NCDOT BUILD Grant Program
- ITEM 7**      Debris Management Contract
- ITEM 8**      Proposal for Permitting Related to the New Dredge
- ITEM 9**      Consent Agenda
1. Approval of Minutes (06.18.18)
  2. Reimbursement Resolution - FY 2018-2019 Vehicle & Equipment Financing
  3. Transportation Department's Drug & Alcohol Testing Policy for FY2018
  4. DCDHHS, Public Health Division - Special Funding for WIC
  5. 2018 Community Rating System Annual Reports
  6. Tax Collector's Report
  7. Arts Council Lease
- ITEM 10**     Board Appointments
1. Airport Authority
  2. East Lake Community Center Board
  3. Game and Wildlife Commission
  4. Library Board - East Albemarle Region
  5. Parks and Recreation Advisory Council
  6. Veterans Advisory Council
  7. Wanchese Community Center Board
  8. Upcoming Board Appointments
- ITEM 11**     Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON AUGUST 6, 2018



*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



Presentation of County Service Pins - July 2018

**Description**

The following employees are scheduled to receive service pins this month:

1. Susan Picataggi, Social Worker III, 15 Year Pin
2. Crystal Melton, Detention Shift Leader, 15 Year Pin
3. Lavena Brooks, Utility Billing Specialist, 20 Year Pin

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager

July 2018

## **Presentation of County Service Pins**

1. Susan Picataggi, Social Worker III, 15 Year Pin  
-Presented by Leigh Bracey
  
2. Crystal Melton, Detention Shift Leader, 15 Year Pin  
-Presented by Allen Moran
  
3. Laverna Brooks, Utility Billing Specialist, 20 Year Pin  
-Presented by Beulah Ashby





*Employee of the Month*

**Description**

The Employee of the Month certificate will be presented.

**Board Action Requested**

None

**Item Presenter**

To Be Determined



*Public Comments*

**Description**

The Board of Commissioners will provide time on the agenda for Public Comments. Each regularly scheduled meeting begins with 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.

In an effort to encourage public participation, the Board accepts public comments from 2 locations - - -

- Public Comments can be made at the Commissioners Meeting Room in Manteo.
- Public Comments can be made via a video link at the Fessenden Center in Buxton.

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Jon Midgett Construction LLC -- CS Text Amendment Request*

**Description**

Elizabeth Robbins has submitted a zoning text amendment request on behalf of Jon Midgett Construction LLC.. Mr. Midgett seeks to add boat and small engine repairs to the list of permitted uses in the Commercial Services district. The CS district only applies to a certain area of Colington. A copy of a detail staff report and associated documents are attached for the Board's review.

**Board Action Requested**

Consideration of Midgett CS text amendment request

**Item Presenter**

Donna Creef

## STAFF REPORT – JULY 16, 2018 BOARD MEETING

TO: Board of Commissioners  
FROM: Donna Creef  
RE: CS Text Amendment to allow boat engine repair and boat maintenance as a permitted use

Elizabeth Robbins on behalf of Jon Midgett Construction LLC has submitted a zoning amendment request to amend the Commercial Services (CS) zoning district. Jon Midgett is seeking the addition of small engine/ boat engine repair and boat maintenance as a permitted use in the CS district.

The CS district applies to portions of Colington Rd. Its intent statement reads as follows: “to provide a setting for various service establishments that are more intense in their scope of activities than retail/office zoning district but not as intense as those generally found in an industrial setting”. Any text amendment to the CS district would apply to all lands zoned CS.

Jon Midgett Construction owns property located at 1145 Colington Rd. A conditional use permit was approved by the Board earlier this year for a group development. The group development consists of a two bedroom residential dwelling with attached hair salon, and two metal buildings. One of the metal buildings is to be used as a building contractor’s office and warehouse. The second building consist of four units permitted to be used for CS districted permitted uses. Mr. Midgett has been approached by an operator of a boat engine repair business about purchasing one of the four units.

The CS district offers a broad range of commercial uses; I have included a copy of the CS regulations and a map of the Colington zoning districts for the Boards review. Mr. Midgett’s property abuts the R2-B residential zoning district and a property that is developed with a residential structure. An email was received from the adjoining property owner expressing opposition to the proposed text amendment due to the noise that is associated with boat engine repairs.

The Planning Board reviewed the Midgett request at their June 11 meeting. During the discussion it was noted by several of the Planning Board members that they felt the use was consistent with the other CS uses but it should be added as conditional use not a permitted use to afford the application of conditions during the board review process. After discussing the text amendment, a motion to recommend adoption of the text amendment to add small engine repairs/boat engine repairs and boat maintenance as a

conditional use to the CS district failed to pass on a 3-3 vote of the Planning Board members. No alternative motion was offered. All members of the Planning Board were present but there is a vacant seat on the board. Those members voting against the motion indicated noise was factor in their vote and the issues the County experienced with the operation of a boat repair business elsewhere in Colington. I share those same concerns about noise. It is important to note that the other boat repair business is located in a Village Commercial zoning district and the adjoining residential use to this business is also zoned Village Commercial. The Midgett property is located next to a residentially zoned property that is developed with a residential structure. Some of the current Board of Commissioners members were on the Board at the time of review of the other boat repair business and will remember the difficulties we experienced. In the case of the other business, the boat engine repair business was permitted and the issues about noise developed afterwards. With the Midgett request, we know ahead of time the potential for noise issues with adjoining residential uses and have the opportunity to consider that factor in the decision.

Should the Board the wish to offer additional consideration of this request, then a public hearing on the matter should be scheduled. Such a hearing can be scheduled for the August 20, 2018 meeting. A motion to schedule a public hearing at 5:30 p.m. would be the required action. Following the hearing the Board will have the option to adopt the proposed text amendment or choose to take no action on the amendment if there is opposition to the proposed amendment.

Should the Board not wish to offer additional consideration of this request due to the failure to secure a positive recommendation from the Planning Board and the proximity to a residential zoning district, then no additional action is required at this time and the CS district will remain unchanged.

Cc: Elizabeth Robbins



Michael C. Casey  
Elizabeth E. Robbins

110 W. Gray Eagle Street, Suite 101  
Post Office Box 28 / Nags Head, NC 27959  
(252) 441-4125 phone / (252) 441-4126 fax  
[www.nagsheadlaw.com](http://www.nagsheadlaw.com)

May 18, 2018

Ms. Donna Creef  
Dare County Planning Director  
P.O. Box 1000  
Manteo, NC 27954

RE: Jon Midgett Construction LLC Zoning Amendment Petition

Dear Ms. Creef:

I submit the enclosed Zoning Amendment Petition Application on behalf of my client, Jon Midgett Construction LLC.

John Midgett Construction, LLC acquired a parcel located at 1145 Colington Road in February 2017 as recorded in the Dare County Registry in Book 2149, Page 756 (hereinafter the "Property"). At the time of purchase the Property was zoned Residential. At the May 8, 2017 Dare County Planning Board meeting, the Board reviewed Mr. Midgett/the company's request for a group development consisting of three buildings, a two bedroom residence with an attached hair salon and two metal buildings. One metal building will be used as a building contractor's office and warehouse. The second metal building consists of four units and is labeled on the site plan as "CS Zone allowed uses." On July 17, 2017 the Dare County Board of Commissioners approved Jon Midgett Construction, LLC's request for Commercial Group Development and Conditional Use Permit. In April 2018, John Midgett Construction entered into a Contract for Purchase with Jeffrey Wells d/b/a Wells Marine for Unit 1 within the second metal building. Mr. Wells operates a marine/small engine repair business and would like to conduct this business from the unit. However, marine/small engine repair is not permitted under the parcel's current zoning "C-S" Commercial Services District. Therefore, Mr. Midgett seeks a Zoning Amendment to allow for marine/small engine repair.

A zoning amendment is appropriate for the following reasons. First, the C-S district where the Property is located is small; there are only four contiguous parcels within this C-S district. Second, C-S district allows the following uses permitted by right associated with boating related services: (9) Boat building and storage and (19) Boat displays and sales. Third, across the street from the Property is a single parcel (1064 Colington Road) zoned "C-3" Commercial District, where a Go-Kart facility operates. The adjacent parcel that is zoned C-3 allows "boat engine repair and boat maintenance" as a permitted use by right. The intent of the C-S and C-3 zoning districts are very similar. Fourth, the proposed zoning amendment to allow "boat engine repair and boat maintenance" does not contradict any current land use codes

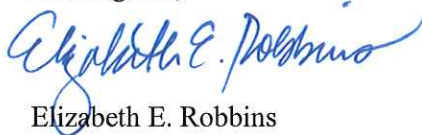
Donna Creef  
Zoning Amendment Letter  
May 15, 2018  
Page Two

applicable to the Property. One of the adjacent parcels to the Property is vacant land owned by Dare County.

Thus, for the foregoing reasons I request that Dare County Planning Department support my request for a zoning amendment to change the Property's current zoning designation of C-S "Commercial Services" to C-3 Commercial in order to allow for "boat engine repair and boat maintenance".

Thank you for reviewing my request. Please do not hesitate to contact me if additional information is needed or if there are additional questions.

Best regards,



Elizabeth E. Robbins

Enclosures

cc: Jon A. Midgett, President  
Jon Midgett Construction, LLC



Noah Gillam &lt;noah.gillam@darenc.com&gt;

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**CS zoning text amendment**

1 message

Tanya Hill &lt;jbhtanya@gmail.com&gt;

Wed, Jun 6, 2018 at 10:44 AM

To: noah.gillam@darenc.com, Crouse Gray &lt;crouseg@grayandlloyd.com&gt;, Jason &lt;hill66.jh@gmail.com&gt;

Mr Gillam,

I am writing in response to the notification received of the zoning text amendment requested by Jon Midgett Construction LLC for his property adjacent to mine at [1165 Colington Rd](#). His property is zoned commercial and mine is zoned residential.

My concern with the request of boat motor repair would be noise disturbance and fumes. Our neighborhood has always been a very peaceful quiet neighborhood. Directly on the other side of our little 5 house private neighborhood is Joe & Kay's Campground which is a very quiet business/vacation location for many, many families each summer that would also be affected by this change.

The first questions that come to mind is would the boat motor repairs be required to be performed and contained within the enclosed building so that the noise and fumes would not have such an impact on our neighborhood?

I can only assume that since the property owner requesting this change is not a boat repairman by trade there must be someone interested in renting a space in the commercial building that is currently under construction on the property. The property owner is a landlord and honestly I feel he should rent the spaces he's building to businesses already approved for the CS zoning district. There's no doubt that he knew what the property was zoned for at the time he purchased and started developing the land. He has already applied and been granted two other amendments which we did not oppose because with the exception of slightly increased traffic in the neighborhood they didn't affect our day to day life. I feel like this amendment will.

The commissioners may want to review the Bill's Marine situation from a few years back as somewhat comparable to this.

Please submit this email to the planning board and the commissioners for review as I am unable to attend the meeting Monday, June 11, 2018.

If I need to submit to others in addition to you please advise so that I may do that promptly.

Thank you for your time,

Tanya Hill

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## **SECTION 22-26.1 - CS COMMERCIAL SERVICES DISTRICT**

(a) **Intent.** The CS district is created to provide a setting for various service establishments that are more intense in their scope of activities than retail/office zoning districts but not as intense as those generally found in an industrial setting.

(This district was established as part of the Colington zoning map adopted by the Dare County Board of Commissioners on June 16, 1997.)

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

- (1) Barber and beauty shops.
- (2) Marinas.
- (3) Dry cleaning and laundry pick-up stations including laundromats.
- (4) Funeral homes.
- (5) Parking lots.
- (6) Radio and television broadcasting studios.
- (7) Shoe repairs.
- (8) Storage warehouses.
- (9) Boat building and storage.
- (10) Public and private utility facilities.
- (11) Automobile sales and service.
- (12) Indoor recreation activities.
- (13) Building supply and equipment sales.
- (14) Plumbing supply and equipment sales.
- (15) Cabinet and woodworking shops.
- (16) Building contractors' offices and storage areas.
- (17) Farm machinery supplies, sales, and repairs.
- (18) Mobile home or recreational vehicle displays and sales.
- (19) Boat displays and sales.
- (20) County owned or leased facilities.
- (21) Fire stations, public and private schools, and other public buildings. (Adopted 5-16-11)
- (22) Residential use in conjunction with a commercial use allowed as a permitted or

conditional use in the CS district.

(c) **Conditional uses.** The following conditional uses, and no other uses, may be permitted, subject to the requirements of this district and additional regulations and requirements imposed by the Dare County Board of Commissioners as provided in [Article IX](#) of this chapter or [Chapter 152](#) of this code:

- (1) Churches.
- (2) Radio, television, and other types of transmission towers.
- (3) Automobile service stations.

(d) **Dimensional requirements:**

- (1) Minimum lot size: 40,000 contiguous square feet of soil not classified as coastal wetland.
- (2) Buffering: A solid wooden or composite material fence no less than 6 feet in height shall be installed along any property line where a commercial use in the CS district abuts a residential use in any adjoining residential district.
- (3) Front yard: 15 feet.
- (4) Side yard: 10 feet. An additional five-foot side yard adjacent to the street is required for a corner lot.

(5) Rear yard: 20 feet.

(6) Maximum allowable lot coverage by principal use and all accessory uses: 60%.

(7) Height limitation: 35 feet.

(8) Maximum gross building size: 20,000 square feet excluding decks, porches, and similar non-heated space. Non-heated space including decks and porches shall not be used as retail space, for the display of goods, or other commercial activities.

Group developments with a maximum area of 20,000 square feet per individual building, excluding decks and porches.

(Adopted by the Dare County Board of Commissioners on May 6, 2002)

(9) In the event a natural disaster or accidental occurrence leads to extensive damage (in excess of 50% value) of a structure or group development project in existence prior to May 6, 2002, such structure or group development may be repaired, replaced or reconstructed to 100% of its status prior to damage or destruction but no greater unless otherwise authorized by the Dare County Board of Commissioners.

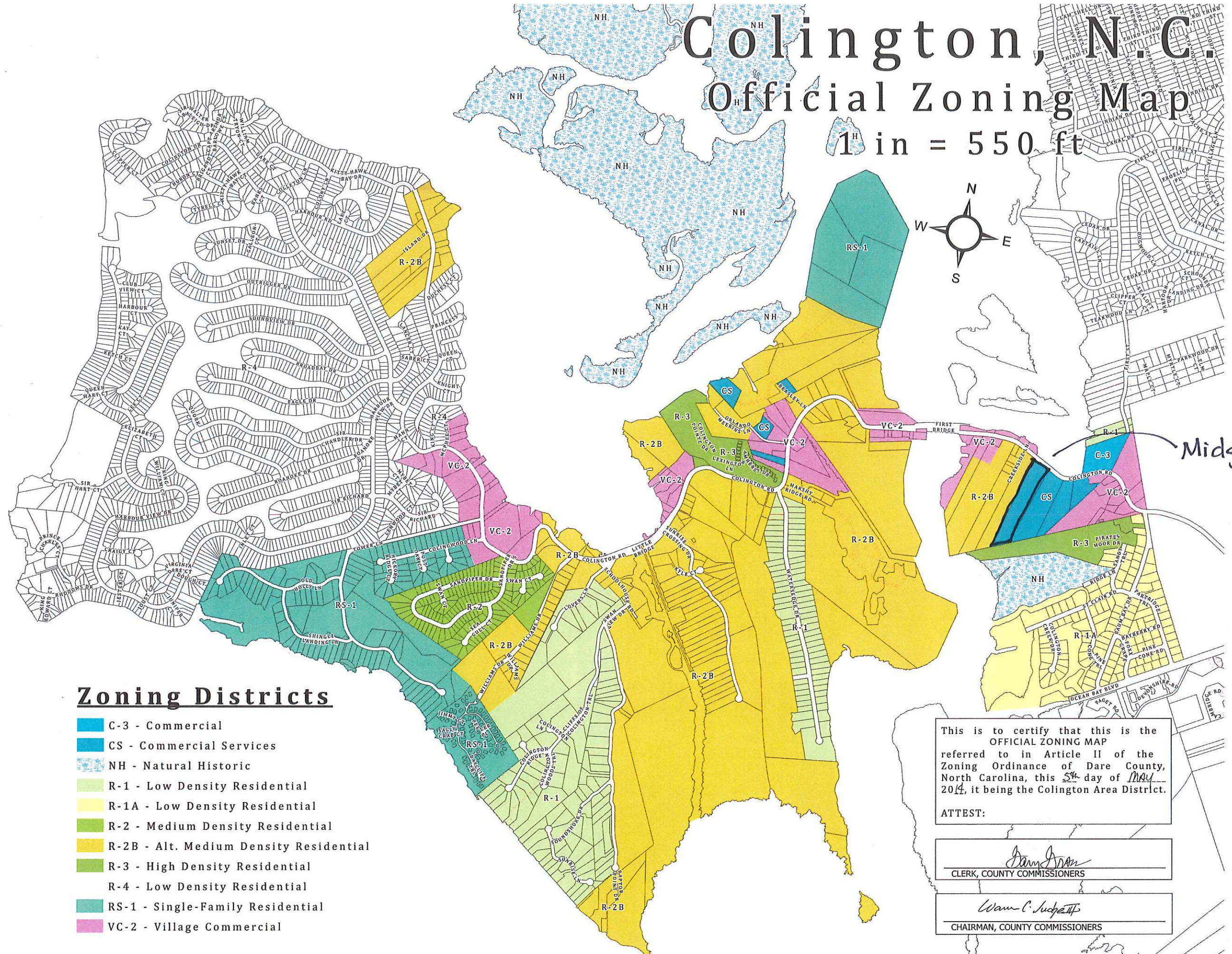
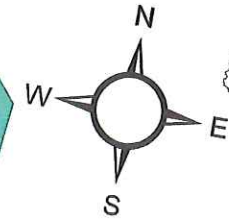
(Adopted 2-19-2007; amended 4-17-2017)



# Colington, N.C.

## Official Zoning Map

1 in = 550 ft



### Zoning Districts

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

This is to certify that this is the OFFICIAL ZONING MAP referred to in Article II of the Zoning Ordinance of Dare County, North Carolina, this 5th day of May, 2014, it being the Colington Area District.

ATTEST:

*Dann Dean*  
CLERK, COUNTY COMMISSIONERS

*Wann C. Midgett*  
CHAIRMAN, COUNTY COMMISSIONERS





*NCDOT BUILD Grant Program*

**Description**

Angela Welsh of the Albemarle RPO has notified me of a federal grant opportunity that may be available for pedestrian and tram facilities in Hatteras village. Under the terms of the grant, Dare County is considered a rural county and no local match money is required. For projects located in rural areas, the minimum award is \$1 million according to the BUILD grant FAQs. I met with the committee overseeing the Hatteras village multiuse paths on June 29. They are very interested in this opportunity and have requested the County to prepare the documentation for submittal. If awarded grant money, the funds would be used to construct multiuse paths along NC 12 and Eagle Pass Road in Hatteras village and implement a tram system in the village similar to what is planned for Ocracoke village for use with the passenger ferry,

**Board Action Requested**

Adoption of resolution and instructions to staff to submit grant paperwork.

**Item Presenter**

Donna Creef, Planning Director

**RESOLUTION SUPPORTING THE HATTERAS VILLAGE MULTI-MODAL  
BUILD GRANT REQUEST**

**WHEREAS**, the NC Department of Transportation is implementing a passenger ferry system originating in Hatteras village traveling to Ocracoke village thereby enhancing the ferry experience for the thousands of people that visit the Outer Banks annually by providing an alternative to the vehicle ferries that also travel this route, and

**WHEREAS**, infrastructure improvements in Hatteras village to supplement the passenger ferry service are needed so visitors and residents can connect to the Hatteras ferry terminal using multi-modal pathways throughout Hatteras village not roadways; and

**WHEREAS**, the availability of reliable and convenient modes of transportation such as trams and bicycles for passenger ferry riders once they reach their destination of Hatteras village will ensure the success of the Hatteras-Ocracoke passenger ferry, and

**WHEREAS**, the use of multi-use pathways and the trams in Hatteras village will provide a safe system of multi-modal transportation in Hatteras village for those persons utilizing the passenger ferries while vacationing on the Outer Banks, and

**WHEREAS**, federal funding in the BUILD grant program is available for the construction of transportation infrastructure improvements especially in rural areas such as Hatteras Island, and

**WHEREAS**, the passenger ferry system linking Hatteras village to Ocracoke village, the use of multi-use pathways for pedestrian and bicycle riders, and the use of passenger TRAM for internal travel in Hatteras village represents a unique multi-modal transportation project, which is the objective of the BUILD program:

**NOW THEREFORE BE IT RESOLVED**, the Dare County Board of Commissioners respectfully submits a BUILD grant application for the construction of multi-use pathways in Hatteras village and the development of a tram program in Hatteras village in support of the Hatteras-Ocracoke passenger ferry.

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

DATE:

Robert L. Woodard, Chairman  
Dare County Board of Commissioners

ATTEST: \_\_\_\_\_

Gary Gross  
Clerk to the Board



Donna Creef <donnac@darenc.com>

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## BUILD grant opportunity for the passenger ferry service

1 message

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Angela Welsh <awelsh@accog.org>

Thu, May 31, 2018 at 2:04 PM

To: Donna Creef <donnac@darenc.com>, "knoble@hydecourtync.gov" <knoble@hydecourtync.gov>, "brich@hydecourtync.gov" <brich@hydecourtync.gov>

Cc: gretchen Byrum <gabyrum@ncdot.gov>, Brooks Braswell <bnbraswell@ncdot.gov>

Donna and Kris,

The NCDOT Director of the Bicycle and Pedestrian Division, Hannah Cockburn, reached out to me to discuss the possibility of partnering to apply for a federal BUILD grant for the pedestrian and tram facilities for the passenger ferry. The scope of the grant would include the following projects:

1. Bicycle and Pedestrian facilities on Ocracoke near the passenger ferry terminal
2. Tram service at the Hatteras ferry terminal
3. Bicycle and Pedestrian facilities around the Hatteras ferry terminal – Donna - we think there may be an opportunity to include Mary Helens projects in this grant.

The projects would, of course, be scoped better for the application but I wanted to give you a general idea of what projects we're looking at.

The NCDOT can apply for up to 3 projects statewide, however, they can partner with a lead agency on other grant applications. This project would not be competitive at the statewide level to be considered one of the 3 the NCDOT can submit, that is why Hannah is looking to partner with a lead agency on it. Would either of your counties be interested in partnering with them? This would require being the lead on the grant application and being responsible for the reporting. There is no match requirement for the grant but if the project is not funded in full, the NCDOT cannot provide the remaining funds for the project. It would be the responsibility of the lead applicants to provide those funds. The ARPO, Division 1, and the Ferry Division would also help with the application as well.

Below are some links to information regarding the grant opportunity. The [project information forms](#) must be submitted by 8:00m on July 19, 2018. The final application instructions have not been released yet.

<https://www.transportation.gov/BUILDgrants/2018-build-application-faqs>

Please let me know if you have any questions.

Thank you,



*Debris Management Contract*

**Description**

A Request For Proposal for Debris Management was advertised on June 13, 2018 with proposals being received on June 26, 2018.

On June 29, 2018 the 4 proposals that were received were evaluated by the selection committee that recommended moving forward with Southern Disaster Recovery out of Greenville South Carolina as our Primary contractor and Crowder Gulf out of Theodore Alabama as our Secondary contractor. This recommendation was based on the "Best Value" selection criteria outlined in the FEMA Procurement Guidance Manual; Appendix B, section 3, published on June 21, 2016. This recommendation also adheres to all Uniform Guidance Procurement Laws that went into effect July 1, 2018.

**Board Action Requested**

Approve proposals submitted by Southern Disaster Recovery and Crowder Gulf and authorize the County Manager to sign the debris management form of contract with each firm.

**Item Presenter**

Robert Outten - County Manager

## ***Pre-Event Contract for Disaster Debris Recovery Services***

THIS CONTRACT is made this the \_\_\_\_\_ day of, 2018, by and between **Contractor Name**. (herein referred to as "**Contractor**") and the **County of Dare** a political subdivision of the **State of North Carolina** (herein referred to as "**County**").

### **RECITALS**

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The **County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

### **1.0 SERVICES**

#### **1.1 Scope of Contracted Services:**

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract and advertised RFP. In the event of conflicting information between this contract and the advertised RFP, the RFP prevails. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of



significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

### **1.2 Municipality Participation**

The request for proposal issued by the **County** stipulated that all municipalities within the County have the option of participating in an Interlocal Debris Removal Agreement and should be considered as part of the proposal. Should a Town choose to participate pursuant to an Interlocal Debris Removal Contract between the **County** and the Contractor, the Contractor shall:

1. Provide disaster debris management services to the Town under the same terms and conditions of the CONTRACT and with prices per the Contractor's "Price Proposal Form"
2. Coordinate cleanup activity within the Town's jurisdiction directly with the contract personnel as identified by the Town
3. Assist the Town in preparation of any required FEMA and state reports for any potential reimbursement.
4. Submit Applications for Payment for services rendered and accepted within the Town's jurisdiction directly to the Town. The Town is solely liable to the contractor for all payments for services rendered to the Town.
5. Provide progress reports directly to the Town on a weekly basis or more frequently as requested by the Town.

### **1.3 Emergency Push / Road Clearance:**

The Contractor shall accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis as identified in appendix 2. Once this task is accomplished, the following additional tasks will begin as required.

### **1.4 Right-of-Way (ROW) Removal:**

The Contractor shall remove all debris from the ROW in the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due to negligence on the part of the Contractor or Contractor's subcontractors, the Contractor shall be liable for the damage. The **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

**1.5 Right-of-Entry (ROE) Removal (if implemented by the County):**

The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

**1.6 Demolition of Structures (if implemented by the County):**

The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

**1.7 Private Property Waivers:**

The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

**1.8 Monitoring Of Contract For Debris Removal**

The County shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each evening of the number of work crews and disposal sites that will need assigned monitors, 8 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. County may increase or decrease the number of monitors provided to the Contractor to meet the needs of the debris removal effort. The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site specifically for this project, as described or approved equivalent. The tower shall be of sound construction and of scaffolding, constructed according to USACE specifications and shall comply with standard OSHA requirements and local codes. The tower is for the purpose of a monitor to view and grade loads. FEMA



and/or the County may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.

## **2.0 PERFORMANCE OF SERVICES**

### **2.1 Description of Service:**

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **County** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **County**.

### **2.2 Cost of Services:**

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

### **2.3 Matters Related to Performance:**

#### **2.3.1 Subcontractor(s):**

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

#### **2.3.2 Indemnification:**

The Contractor agrees to indemnify, hold harmless and defend the **County** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **County's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In

no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

**2.3.3 Insurance(s):**

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **County**, as additional insured, while working within the boundaries of the **County**.

**2.3.4 Worker's Compensation:**

Coverage per **County** requirements. See Attachment A

**2.3.5 Automobile Liability:**

Coverage per **County** requirements. See Attachment A

**2.3.6 Comprehensive General Liability:**

Coverage per **County** requirements. See Attachment A

**2.3.7 Insurance Cancellation / Renewal:**

The Contractor will notify the **County** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **County** at least ten (10) days following coverage renewals or changes.

**3.0 STANDARDS OF PERFORMANCE**

**3.1 Contractor Representative:**

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **County's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

**3.2 Mobilization:**

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

**3.3 Performance Bonds:**

Prior to beginning work, Contractor agrees to provide the **County** with performance bond payable to, in favor of, or for the protection of the County for the work to be performed under this Contract in an amount not less than 100% of the estimated contract amount, unconditioned for the full and faithful performance



of this Contract. All insurance or bonds required under the terms of this Contract and General Conditions shall be issued by company licensed to do business in the State of North Carolina.

### **3.4 Payment Bonds**

Prior to beginning work, Contractor agrees to provide the **County** with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in an amount not less than the estimated contract amount.

### **3.5 Time to Complete:**

Contractor agrees to work diligently to complete this Contract at the earliest possible date; however, in no event shall the time period for Completion of this contract exceed 90 days from Notice to Proceed for complete performance in every respect under this Contract, unless extended by FEMA declaration or unless the County initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein. Both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time.

### **3.6 Completion of Work:**

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

#### **3.6.1 Extensions:**

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

### **3.7 Term of Contract:**

The term of the Contract shall be for three (3) years beginning on the date of acceptance by and signatures of the **County** and Contractor, whichever comes later.

### **3.8 Contract Renewal:**

This Contract may be renewed for up to two (2) additional one (1) year periods after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract.

**3.9 Contract Termination:**

The **County** shall have the right to terminate this contract without cause and at its convenience, with immediate notice to the Contractor, as set out in Section 8.1 of this Contract.

**4.0 GENERAL RESPONSIBILITIES**

**4.1 Other Agreements:**

The **County** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **County** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof. Municipalities within Dare County may also contract with Contractor at the stated unit pricing shown in 7.1, attached unit pricing from RFP.

**4.2 County Obligations:**

The **County** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **County** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

**4.3 Conduct of Work:**

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

**4.4 Damages:**

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its



employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

**4.5 Other Contractor(s):**

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. The **County**, at its discretion may bring in additional debris contractors to aid in debris removal.

**4.6 Ownership of Debris:**

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

**4.7 Disposal of Debris:**

Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**. In reference to the RFP, the Contractor is responsible for understanding the location of all TDMS Sites as well as the final location of the Bertie Landfill shown in the RFP. The RFP is hence force, considered part of this contract agreement and the contractor is bound to all the requirements set forth in the RFP.

**4.8 Federal-Aid Requirements:**

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled "*Required Contract Provisions – – Federal-Aid Construction Contracts*" and **FEMA FACT SHEET 9580.214**, "*Debris Removal on Federal-Aid Highways*", shall apply to all work performed by the Contractor or any of its Subcontractors.

**4.9 Compliance with Federal Laws:**

This Contract is subject to Federal and State Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide as of April 2018. Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

**5.0 GENERAL TERMS AND CONDITIONS**

**5.1 Geographic Assignment:**

The geographic boundary for work by the Contractor's crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

#### **5.2 Multiple, Scheduled Passes:**

The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

#### **5.3 Operation of Equipment:**

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

#### **5.4 Certification of Load Carrying Capacity:**

The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

#### **5.5 Vehicle Information:**

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

#### **5.6 Security of Debris During Hauling:**

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s),



the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

**5.7 Traffic Control:**

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

**5.8 Work Days/Hours:**

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **County** following consultation and notification to the Contractor.

**5.9 Hazardous and Industrial Wastes:**

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **County**.

**5.9.1 Generated Hazardous Waste Abatement**

The Contractor will be responsible for the abatement of hazardous waste identified by the **County** in accordance with all applicable federal, state and local laws, standards and regulations.

**5.10 Stumps:**

All hazardous/eligible stumps identified by the **County** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

**5.11 Utilizing Local Resources:**

The Contractor shall, to the extent possible, give priority to utilizing resources within the **County**. Debris Contract local preferences will include, but not limited

to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

**5.12 Work Safety:**

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **County** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

**5.13 Inspection and Testing:**

All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

**5.14 Other Agencies:**

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

**6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION**

**6.1 Accountable Debris Load Forms:**

The **County** shall accept the serialized copy of the Monitor's debris reporting ticket(s) as certified by the **County** or the **County's** monitoring company, as original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

**6.2 Reports:**

The Contractor shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

**6.2.1 Daily Reports:**

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines



in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

**6.2.2 Weekly Summaries:**

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **County**.

**6.2.3 Report(s) Delivery:**

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the Contractor.

**6.2.4 Final Project Closeout:**

Upon final inspection and/or closeout of the project by the **County**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and/or Government.

**6.3 Additional Supporting Documentation:**

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

**6.4 Report Maintenance:**

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

**6.5 Contract File Maintenance:**

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**, whichever is longer.

**7.0 UNIT PRICES and PAYMENTS**

**7.1 See enclosed RFP Fee Schedule and CPI increase in section 7.5**

**7.2 Billing Cycle:**

The Contractor shall invoice the **County** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

**7.3 Payment Responsibility:**

The **County** agrees to accept the Contractor's invoice(s) and supporting documentation as verified by the **County** or the **County's** monitoring company as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **County** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

**7.4 Ineligible Work:**

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **County** and/or Government as ineligible debris.

**7.4.1 Eligibility Inspections:**

The Contractor and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

**7.4.2 Eligibility Determinations:**

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads. All costs associated with the disposal of ineligible debris will be at the Contractor's expense.

**7.5 Unit Price/Service:**

An annual CPI-U increase is allowed as measured by the 12 month change in the CPI-U from February 1 to February 1 of the following year for each optional contract renewal year. Contractor must request the change either by June 1 or in the renewal agreement. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the Contractor and subject to approval by the County and must comply with Section 8.3 of this Contract.

**7.6 Specialized Services:**

The Contractor may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services



will only be performed if/when directed by the **County and NCEM**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

## **8.0 MISCELLANEOUS**

### **8.1 Notice:**

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

**Contractor: Name**

**Contractor Address**

**Contractor Phone #**

**Authorized Point of Contact**

**County: Dare County**

**Bobby Outten, County Manager/Attorney**

**954 Marshall C. Collins Drive**

**P.O. Box 1000**

**Manteo, NC 27954**

### **8.2 Applicable Law:**

The laws of the **State of North Carolina** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Dare County, North Carolina, and the Contract shall be interpreted by the laws of North Carolina.

### **8.3 Entire Contract/Amendments:**

This Contract (including the attached RFP and Fee Schedule) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

### **8.4 Waiver:**

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

**8.5 Severability:**

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **County** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

**Contractor (                    )**

**Dare County, NC**

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

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

Pre Audit Certification:

ATTACHMENT A

Type of Coverage

	Minimum Limits
A. Workmen's Compensation (Including coverage under United States Longshoremen's and Harbor Workers Act. Where applicable)	Statutory
B. Employer's Liability	\$100,000
C. Comprehensive General (Public) Liability, Including the following:	
1. XCO coverage covering explosion, collapse, underground damage or blasting hazards where applicable, including underground pipe and cable coverage.	
2. Products – Completed Operations Coverage until two (2) years after substantial completion to be provided by endorsement of issuance of separate policy of insurance in named Owner.	
3. Contract Liability insuring the hold harmless and indemnification of the contract.	
Bodily Injury	\$1,000,000 Combined Single Limit
Property Damage	\$1,000,000 Combined Single Limit
D. Contractors Protective liability (If subcontractors are employed)	\$1,000,000 Combined Single Limit
Bodily Injury	\$1,000,000 Combined Single Limit
E. Automobile Liability Bodily Injury	\$1,000,000 Combined Single Limit
Property Damage	\$250,000 Each Occurrence

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**REQUEST FOR PROPOSALS**  
**Pre-Event Contract for**  
**DISASTER DEBRIS RECOVERY SERVICES**

**ISSUED BY:**



**COUNTY OF DARE, NORTH CAROLINA**

**Due back by:**

**June 26, 2018**

**10:00 am (sealed bid)**



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## **INSTRUCTIONS TO PROPOSERS**

### **1. The Proposal**

Proposals must be submitted in the format outlined in this RFP and should be a complete response to this RFP. This proposal format is mandatory. This proposal should be submitted in a sealed envelope that shows the name and address of the person or persons submitting the proposal.

The proposal should be signed by an officer authorized to make a binding commitment for the company making the proposal. All cost and price information submitted by the Proposer will remain irrevocable for a period of 120 days from the date of submittal.

### **2. Changes to the Proposal**

Changes to the proposal may be made at any time prior to the opening of the proposals, however, all changes must be submitted in writing in an envelope marked "Modification to Proposal." The proposal and modifications will be opened at the same time and the proposal changed accordingly.

### **3. Proposal Reservations**

To the extent allowed by the applicable state and federal laws, the COUNTY OF DARE, (hereafter, "Dare County") reserves the right to reject any proposal that is nonconforming, nonresponsive, unbalanced or conditional. A proposal may be considered nonconforming if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

Dare County also reserves the right to reject any proposal if Dare County believes the Proposer is unqualified or of doubtful financial ability. The proposal may also be rejected if the Proposer fails to meet any other pertinent standard or criteria established by Dare County.

## **ACCEPTANCE OF PROPOSALS**

Dare County intends to award a contract to the Contractor submitting the proposal that best satisfies the needs of Dare County. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon both technical factors and price. Dare County reserves the right to conduct negotiations with responsible Proposers. This does not commit Dare County to award a contract. Dare County may award a contract solely on the basis of the proposal submitted without any negotiations.

Contents of the proposal may become contractual obligations if a contract ensues. Failure of the Proposer to honor these obligations may result in cancellation of the award.

## **AWARD OF CONTRACT**

In the event Dare County decides to award a contract pursuant to this RFP, Dare County will provide a properly prepared Independent Contractor Agreement to the successful Proposer. In the event that the agreement is not approved and returned by the successful Proposer within 60 days, the Proposer may require that it be released from contract obligation. The foregoing action by Dare County or the Proposer shall in no way provide any cause whatsoever for a claim against Dare County by the Proposer.

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## TERMINATION CLAUSES

### 1. Failure to Provide Service

If the successful Proposer fails to provide any services described in the contract, or fails to meet any obligations contained therein, Dare County reserves the right to terminate the contract by providing written notice to the Proposer.

### 2. Authority to Terminate

The COUNTY MANAGER/ATTORNEY is authorized to terminate this contract on behalf of Dare County.

### 3. Termination for Convenience

Dare County shall have the right to terminate the contract without cause and at its convenience, with immediate notice to the contractor.

### 4. Law to Govern

The parties acknowledge that the contract is made and entered into in Dare County, North Carolina, and will be performed in Dare County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under contract and that North Carolina law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the contract. The parties further agree that any and all legal actions proceeding relating to the contract shall be brought in a court of competent jurisdiction in Dare County, North Carolina. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Dare County, North Carolina.



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## SCOPE OF WORK

Dare County is requesting proposals from experienced and qualified firms to enter into contracts at no immediate or annual cost to Dare County for the following services: Contractors shall provide disaster recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by Dare County in order to eliminate immediate threats to public health and safety.

Also required is the elimination of immediate threats of significant damage to improved public or private property (see Section c) and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available to Dare County's officials. Selected contractors will be subject to constant observation by Dare County's debris monitoring staff. This staff, which may include contracted specialist along with staff from other government entities, will ensure debris removal efforts are within Public Assistance guidelines and in compliance with all applicable Federal, State, and local regulations.

While intended for debris removal after any disaster, the primary focus for this work is debris generated by tropical weather (storms/hurricanes). To provide a non-committal estimate of potential contract scope, the U. S. Army Corps of Engineers "Hurricane Debris Estimating Model" found in Appendix B to FEMA 325, Public Assistance Debris Management Guide (<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>), was used to predict debris amounts for a Category 4 hurricane. The model found 2.85 million cubic yards (CY) of debris could be generated. The variables used in the model to solve for "CY of debris generated (Q)" were; 33,783 as the "Number of Households (H)", a "Hurricane Category (C)" factor of 50 CY for a Category 4 storm, a "Vegetative Cover (V)" multiplier of Medium/1.3, a "Commercial Density (B)" multiplier of Light/1.0, and a "Precipitation Characteristic (S)" multiplier of Medium to Heavy/1.3. The Model defines (H) as number of households derived from the total population divided by 3 people per household. Due to the seasonal nature of Dare County's population, the number of "housing units" across all Dare County municipalities and unincorporated areas, as reported by the U.S. Census Bureau in 2013, was used as (H). This approach more accurately reflects the number of households that could be impacted. In addition, debris contract services were used in unincorporated Dare County in 2011 to remove 131,215 CY of debris after IRENE a Category 3 storm and in 2003 when ISABEL a Category 2 storm at landfall generated 231, 348 CY of debris. Most recently Hurricane MATHEW generated 85,808 CY of debris, most of which was C&D. This was caused by flooding and storm surge as MATHEW passed off our coast as a weakening category 1 storm system.

In addition to use by Dare County to clear debris from unincorporated areas, use of the contract may be provided via inter-local agreements to Dare County municipalities to include Duck, Sothern Shores, Kitty Hawk, Kill Devil Hills, Nags Heads and Manteo.

The contract shall be for a base period of three (3) year with an option to renew for up to two (2) additional one (1) year periods, upon consent of all parties. This contract shall only be used on an "as needed" basis as determined solely by Dare County.

Firms shall submit one (1) original, three (3) copies, and an electronic copy of their proposal as requested by this invitation.



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***The work to be undertaken includes, but may not be limited to:***

1. **Emergency Road Clearance:** Clearance of debris from primary transportation routes/roadways to the right of way as directed by Dare County.
2. **Debris Removal from Public Property:** Removal of vegetative debris, construction and demolition debris ("C & D Debris"), or other debris from public right-of-way and other public properties. Removal of debris beyond the limits of public rights-of-way as necessary to abate imminent and/or significant threats to public health and safety of the community, when directed by Dare County.
3. **Debris Removal from Private Property:** Removal of debris from private properties shall be directed by Dare County only when an imminent threat to life, safety and health is present on private property. Dare County will seek approval by the Federal Emergency Management Agency (FEMA) to use Public Assistance funding. When time allows Dare County will seek prior approval from the Federal Emergency Management Association to make debris removal public assistance eligible.
4. **Debris Management Site (DMS):** The Contractor will prepare and maintain a sufficient number of DMSs to accept and process all debris within the timelines established in the Contract. Dare County shall identify and make available all DMS to the Contractor at no charge. Preparation and maintenance of DMS shall include all approach and interior haul roads and dump pads, and an inspection tower sufficient for the monitoring of all incoming and exiting traffic.
5. All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but not be limited to: reduction by tub grinding or chipping and/or incineration when approved by Dare County. Prior to reduction, all debris shall be segregated between vegetative and clean, woody debris; construction and demolition debris; white goods; recyclable debris and household hazardous wastes. Debris collected by Contractor at right-of-way, at discretion of Dare County, may be hauled directly to the nearest lawfully permitted landfill, bypassing the DMS.
6. **Generated Hazardous Waste Abatement:** Abatement of hazardous waste identified by Dare County in accordance with all applicable federal, state and local laws, standards and regulations.
7. **Demolition of Hazardous or Condemned Structures** that are a hazard to public health. Dare County will seek approval by FEMA to use Public Assistance funding. When time allows Dare County will seek prior approval from the Federal Emergency Management Association to make debris removal public assistance eligible.
8. **Debris Disposal:** Disposal of all disaster debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state and local laws, standards and regulations.
9. **Documentation and Inspections:** All debris shall be subject to inspection by Dare County. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide Dare County access to all work sites and disposal areas. The Contractor will work closely with state authorities, FEMA and other agencies to ensure that debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
10. The Contractor will assist Dare County with developing and implementing request to use alternative procedures for any debris removal pilot program established by FEMA in the Public Assistance Program and Policy Guide.

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11. **Work Sites:** Dare County will establish and approve all sites that the Contractor will be allowed to use. Pre-use surveys will be completed to include soil and water testing. The Contractor will remove all debris and return the site from which debris was removed in a clean and neat condition. Verification will be done using the pre-use surveys results.
  12. **White Goods:** The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in FEMA Public Assistance Program and Policy Guide established in April, 2018. The Contractor will handle the disposition of all white goods encountered in accordance with applicable federal, state and local laws. Proper disposal of Freon is required.
  13. **Hazardous Stump Extraction:** The Contractor shall extract all stumps that are determined to be hazardous to public access and as directed by Dare County. Stumps will be hauled to DMS where they shall be inspected and categorized by size.
  14. **Backfilling of stump root ball holes** upon direction of Dare County. This clean fill dirt shall be compacted as directed by Dare County.
  15. **Canal/Waterway Debris Removal:** Contractor shall remove storm debris from drainage canals and ditches at direction of Dare County. This work could include removal of marine vessels and other vehicles. Dare County will seek approval by FEMA to use Public Assistance funding. If approved, efforts will be monitored for strict compliance with federal regulations regarding eligibility for reimbursement costs. Dare County may direct and fund this effort independently if FEMA approval is not obtained.
  16. **Loading, hauling, and management of storm-deposited soils** (e.g., silt, sand, or mud). This may include tasks like sifting, cleaning and sorting sand before placement back on beaches.
  17. **Documentation and Recovery Process:** Contractor will provide the following in addition to debris removal activities:
    - a. Documentation of recovery process
    - b. Provide written and oral status as requested by the Dare County
    - c. Review documentation for accuracy and quantity
    - d. Assist in preparation of claim documentation
  18. Any costs associated with the documentation and recovery process shall be included in Contractor's prices in the pricing attachments. Proposers shall have proven experience with overall management and FEMA requirements including alternative procedures that may be available under pilot programs as well as all rules and regulations to qualify for this scope of work.
  19. This contract may be utilized by other municipalities located within Dare County.
  20. Any and all permits that are necessary for the disposal of storm debris will be the contractor's responsibility to obtain in a timely manner.
  21. Contractor should adhere to applicable FEMA and other federal policies in place at the time of contract activation. **Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).**
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## **CONTRACT ADMINISTRATOR**

The DARE COUNTY MANAGER/ATTORNEY and/or his designee will be the Contract Administrator for this project.

## **DARE COUNTY'S SELECTION PROCESS**

Proposals will be reviewed and ranked by Dare County Officials and Staff. After review and ranking firms may be selected for interviews and shall be prepared to make a scheduled presentation to Dare County, if required.

All communications regarding this project, including any questions related to this Request for Proposal, shall be submitted to Dustin M. Peele, by **10:00 A.M. Tuesday, June 26, 2018**, to:

Dustin M. Peele  
County of Dare  
954 Marshall C Collins Drive  
Manteo, NC 27954  
252-475-5891  
<mailto:dustin.peele@darenc.com>

## **SUBMISSION REQUIREMENTS**

To be considered submit one (1) original and three (3) complete copies in an 8 ½" by 11" format plus an electronic copy.

Submission Deadline and Location: Proposals must be submitted to Dustin M. Peele, at the address below by 10:00 A.M. (EST), Tuesday, June 26, 2018. A public bid opening will then be held in room 168 at the address below. It is not necessary for contractors to be present at the bid opening.

Dustin M. Peele  
County of Dare  
PO Box 1000  
954 Marshall C Collins Drive  
Manteo, NC 27954  
252-475-5891

Required Information and format:

The Proposal will be divided into seven separate sections. The seven sections will contain the following information.

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Section 1: Cover letter/Executive Summary describing the Contractor's firm and including names, address, phone number, fax number and email address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.

Section 2: The Proposer's qualifications to meet Dare County's objectives and to perform the tasks listed in the proposal. This shall include a statement regarding the financial capability of the company, a description of the office(s) from which the service is being performed and nature of staff and a list of equipment available for recovery projects including a timeframe in which the equipment can be mobilized and onsite ready for use. This section should be developed to show Dare County the proposer's ability to remove debris generated by a Hurricane Mathew type storm within the time line for accelerated debris removal under alternative procedures found in the Public Assistance Program Policy Guide.

Section 3: Shall outline the contractor's willingness and ability to utilize local contractors and their general requirements for doing so. This includes the contractor's use of women and minority owned businesses to provide services.

Section 4: A statement of the contractor's familiarity and experience with FEMA's Public Assistance Program including all Alternative Procedures Pilot Program's for Debris Removal and applicable laws, rules, and regulations.

Section 5: A list of references for disaster specific experience over the last five (5) years, including the name of each client, a current contact person with phone number and /or email contact information, the size of each project, and response time. Additionally, Proposer must include in this section a statement listing and describing each and every lawsuit in the past five (5) years in which the Contractor sued, or was sued by, any of Contractor's clients.

Section 6: A debris management and response plan applicable for the scope of work.

Section 7: Lists of costs for the unit prices and hourly rates contained in Attachments I and II.

### **LIMITATIONS**

This request does not commit Dare County to the award of the contract or to pay any costs incurred in the preparation for a response to this request.

Dare County may or may not require the prospective Proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.

Dare County reserves the right to reject any or all proposals, to waive informalities, to request additional information and to award a contract deemed most advantageous for Dare County.

### **MINIMUM REQUIREMENTS OF PROPOSER**

Proposals shall be considered only from firms normally engaged in performing the type of work specified with the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, Dare County in its discretion shall determine whether the evidence of responsibility and ability to perform is satisfactory. Dare County reserves the right to reject any or all proposals.

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The Proposer should have previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of any disaster project.

The individual/ firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time. The Proposer shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

The Proposer shall be an equal opportunity employer and shall adhere to any applicable local, state or federal affirmative action requirements to include but not limited to the use of women and minority owned businesses to provide services.

The Proposer shall provide a letter from a surety licensed to do business in North Carolina stating that, in the event Proposer is awarded a contract, the Proposer can obtain a payment and performance bond of at least 20 million dollars, which shall remain in effect for the full term of the subsequent contract.

**CRITERIA FOR EVALUATION AND AWARD**

The successful Proposer will be selected based upon the best response offered to Dare County. Along with other factors the County will use the following criteria and weight to determine the best response.

<b>CRITERIA</b>	<b>WEIGHT</b>
Price	60%
Qualifications	30%
Technical	5%
Other	5%

Proposers may be requested to give an oral presentation after submission of responses should the Dare County find it necessary, in order to determine which is the best received.

**INCURRED EXPENSES**

The Dare County is not responsible for any expenses which Proposer may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews or presentation of proposals.



**ATTACHMENT I**  
**FEE SCHEDULE**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites within 20 miles.(See attached map for TDMS/Final Disposal locations)		/CY
1a.	For distances over 20 miles but less than or equal to 30 miles add.		/CY
1b.	For distances over 30 miles but less than or equal to 45 miles add.		/CY
1c.	For distances over 45 miles but less than or equal to 60 miles add.		/CY
1d.	For distances over 60 miles but less than or equal to 100 miles add.		/CY
1e.	For distances over 100 miles but less than or equal to 175 miles add.		/CY
1f.	For distances over 175 miles but less than or equal to 250 miles add.		/CY
1g.	For distances over 250 miles add.		/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites within 20 miles.		/CY
2a.	For distances over 20 miles but less than or equal to 30 miles add.		/CY
2b.	For distances over 30 miles but less than or equal to 45 miles add.		/CY
2c.	For distances over 45 miles but less than or equal to 60 miles add.		/CY

2d.	For distances over 60 miles but less than or equal to 100 miles add.		/CY
2e.	For distances over 100 miles but less than or equal to 175 miles add.		/CY
2f.	For distances over 175 miles but less than or equal to 250 miles add.		/CY
2g.	For distances over 250 miles add.		/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site within 20 miles.		/CY /TON
3a.	For distances over 20 miles but less than or equal to 30 miles add.		/CY /TON
3b.	For distances over 30 miles but less than or equal to 45 miles add.		/CY /TON
3c.	For distances over 45 miles but less than or equal to 60 miles add.		/CY /TON
3d.	For distances over 60 miles but less than or equal to 100 miles add.		/CY /TON
3e.	For distances over 100 miles but less than or equal to 175 miles add.		/CY /TON
3f.	For distances over 175 miles but less than or equal to 250 miles add.		/CY /TON
3g.	For distances over 250 miles add.		/CY /TON
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site within 20 miles.		/CY /TON
4a.	For distances over 20 miles but less than or equal to 30 miles add.		CY /TON
4b.	For distances over 30 miles but less than or equal to 45 miles add.		CY /TON
4c.	For distances over 45 miles but less than or equal to 60 miles add.		CY /TON
4d.	For distances over 60 miles but less than or equal to 100 miles add.		CY/TON

4e.	For distances over 100 miles but less than or equal to 175 miles add.		CY /TON
4f.	For distances over 175 miles but less than or equal to 250 miles add.		CY /TON
4g.	For distances over 250 miles add.		CY /TON
5	Management of DMS/TDSRS (NOTE 2)		/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS		/CY
7	Grinding or consolidation of C&D debris at DMS/TDSRS		/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS		/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS		/CY
10	Pick Up and Haul of White Goods to Site within Dare County.		/LB
11	Pick Up and Disposal of Hazardous Material		/LB
12	Freon Management and Recycling		/UNIT
13	Dead Animal Collection, Transportation and Disposal		/LB
<b>Extraction of hazardous stumps resulting from trees growing on the right of way (Hauling to be disposed of will be handled as items 1-6). See also (NOTE 2). All prices include fill dirt</b>			
14	0 – 23.99 inch diameter measured 24" above ground		/STUMP
15	24 – 35.99 inch diameter measured 24" above ground		/STUMP
16	36 – 47.99 diameter measured 24" above ground		/STUMP
17	48 inch diameter and greater measured 24" above ground		/STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9</b>			
18	Removal of hazardous hanging limbs 2 inches or more at point of break		/TREE
20	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 5)		EACH
21	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 5)		EACH
22	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 5)		EACH
23	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 5)		EACH
24	Removal of hazardous standing trees more than 49" in diameter (NOTE 5)		EACH
<b>Marine Debris Removal</b>			
25	Canal, bayou and ditch clearing		/LF
26	Bays and other open waters		/ACRE
27	Marine vessel and other land vehicle removal		/LF
<b>The following items shall be billed on a time and material basis.</b>			



28	Emergency Road Clearance	/Attachment II
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**NOTES:**

1. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at final disposal site(s) and bills Dare County at cost.
2. Includes management of site remediation to include but not limited to pre and post use soil, water testing, and construction of tower.
3. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-6 rates as appropriate.
4. Invoices to be based on incoming and/or outgoing load tickets.
5. Measured at 4.5 feet above ground.
6. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics effective from February 1 through February 1 of the following year.
7. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.
8. The process and handling of House Hold Hazardous Waste (HHW), Freon Management, Dead Animal Collection, and White Goods will be processed by the contractor. The price submitted in this RFP will be fully inclusive of these items. Disposal costs are to be incurred by the contractor and will not be invoiced to the County. Contractor must provide documentation that materials were disposed of at a final disposal facility approved by NCDEQ to accept such materials.
9. All Temporary Debris Management Site (TDMS) locations are based on historical use and could be relocated.

**ATTACHMENT II**

**FEE SCHEDULE – EQUIPMENT RATES**

ITEM DESCRIPTION (or equivalent)	Hourly Rate
JD 544 Wheel Loader with debris grapple	\$ _____
JD 644 Wheel Loader with debris grapple	\$ _____
Extendaboom Forklift with debris grapple	\$ _____
753 Bobcat Skid Steer Loader with debris grapple	\$ _____
753 Bobcat Skid Steer Loader with bucket	\$ _____
753 Bobcat Skid Steer Loader with street sweeper	\$ _____
30-50 H Farm Tractor with box blade or rake	\$ _____
2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ _____
3 – 4 cu. yd. Articulated Loader with bucket	\$ _____
JD 648E Log Skidder	\$ _____
CAT D4 Dozer	\$ _____
CAT D5 Dozer	\$ _____
CAT D6 Dozer	\$ _____
CAT D7 Dozer	\$ _____
CAT D8 Dozer	\$ _____
CAT 125 – 140 HP Motor Grader	\$ _____
JD 690 Trackhoe with debris grapple	\$ _____
JD 690 Trackhoe with bucket and thumb	\$ _____
Rubber Tired Trackhoe with debris grapple	\$ _____
Rubber Tired Excavator with debris grapple	\$ _____
JD 310 Rubber Tired Backhoe with bucket and hoe	\$ _____
210 Prentiss Knuckleboom with debris grapple	\$ _____
CAT 623 Self-Loader Scraper	\$ _____
Hand-Fed Debris Chipper	\$ _____
300 – 400 HP Tub Grinder	\$ _____
800 – 1000 HP Tub Grinder	\$ _____
30 Ton Crane	\$ _____
50 Ton Crane	\$ _____
100 Ton Crane	\$ _____
40 – 60' Bucket Truck	\$ _____
Greater than 60' Bucket Truck	\$ _____
Fuel/Service Truck	\$ _____
Water Truck	\$ _____
Portable Light Plant	\$ _____
Equipment Transports	\$ _____
Lowboy Trailer with Tractor	\$ _____
Flatbed Truck	\$ _____

ITEM DESCRIPTION (or equivalent)	Hourly Rate
Pick-up Truck	\$ _____
Off road truck	\$ _____
Self-Loading Dump Truck with debris grapple	\$ _____
Single Axel Dump Truck, 5 – 12 cu. yd.	\$ _____
Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ _____
Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ _____
Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ _____
Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ _____
Power Screen	\$ _____
Stacking Conveyor	\$ _____
Chainsaw (without operator)	\$ _____
Air Curtain Incinerator, self-contained	\$ _____
Temporary Office Trailer	\$ _____
Mobile Command and Communications Trailer	\$ _____
Generators from 10KW to 300KW	\$ _____

**NOTES:**

- Attachment II hourly equipment rates are fully encumbered including, but not limited to, the cost of the operator, fuel, and maintenance.
- All proposed rates in Attachments I & II are fully encumbered to include profit and overhead including, but not limited to, the cost of lodging, meals, communications equipment, vehicle/transportation, personal protective equipment, and any other necessary supplies to carry out the scope of this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

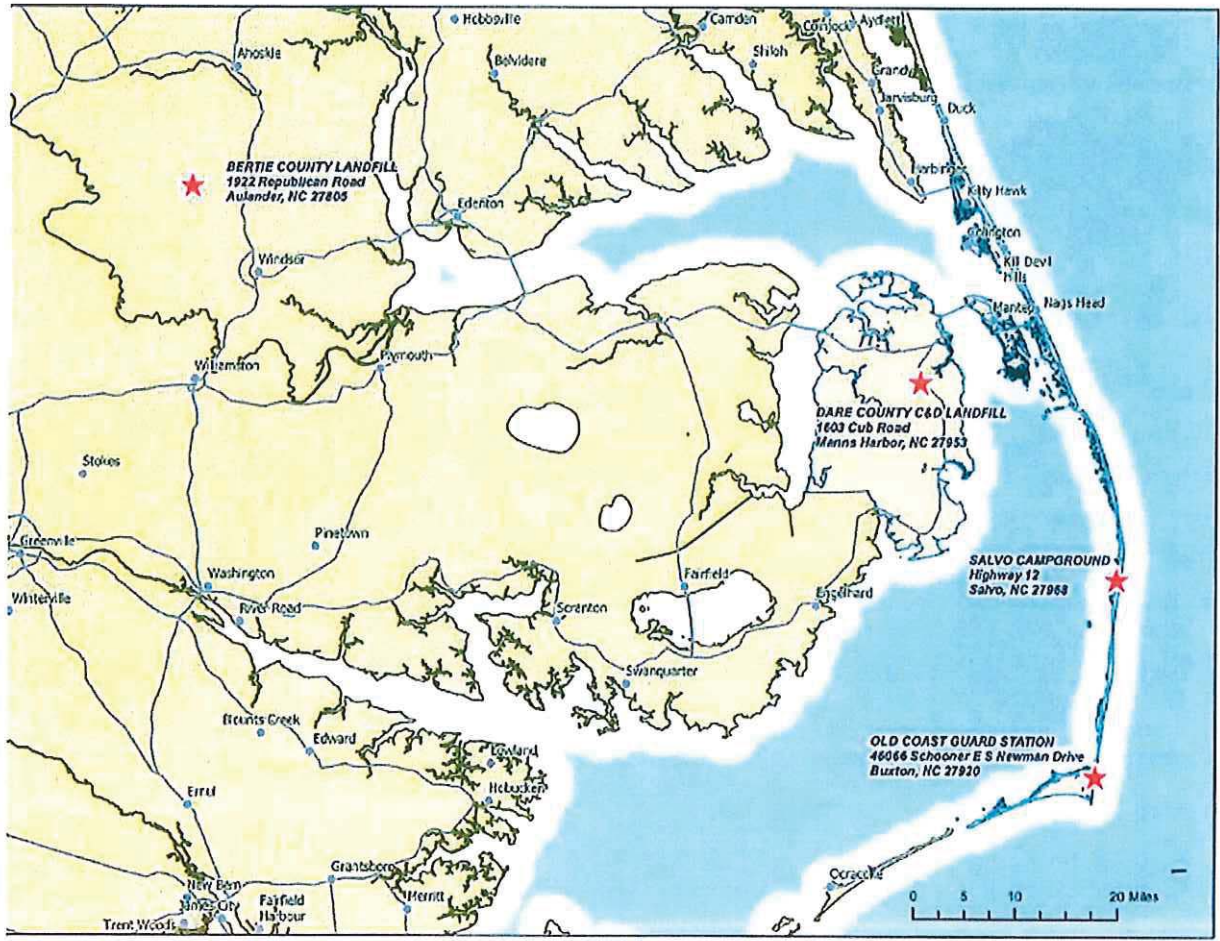
The prospective lower tier participant [\$100,000 or more] certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their proposal.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Typed (or Printed) Name: \_\_\_\_\_





Dare County Debris Management Responses  
June 26, 2018

Description of Work to be Performed	SDR			
	Unit	# of Units	Cost	Total
Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites within 20 miles	/CY	2,835,750	\$8.30	\$23,536,725.00
For distances over 20 miles but less than or equal to 30 miles	/CY		\$8.80	0
For distances over 30 miles but less than or equal to 45 miles	/CY	14,250	\$9.30	\$132,525.00
For distances over 45 miles but less than or equal to 60 miles	/CY		\$9.70	0
For distances over 60 miles but less than or equal to 100 miles	/CY		\$10.70	0
For distances over 100 miles but less than or equal to 175 miles	/CY		\$11.45	0
For distances over 175 miles but less than or equal to 250 miles	/CY		\$12.20	0
For distances over 250 miles	/CY		\$12.95	0
Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owned Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites within 20 miles	/CY	-	\$8.30	
For distances over 20 miles but less than or equal to 30 miles	/CY		\$8.80	
For distances over 30 miles but less than or equal to 45 miles	/CY		\$9.30	
For distances over 45 miles but less than or equal to 60 miles	/CY		\$9.70	
For distances over 60 miles but less than or equal to 100 miles	/CY		\$10.70	
For distances over 100 miles but less than or equal to 175 miles	/CY		\$11.45	
For distances over 175 miles but less than or equal to 250 miles	/CY		\$12.20	
For distances over 250 miles	/CY		\$12.95	
Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site within 20 miles	/CY /TON	-	\$10.30/CY \$87.75/TN	
For distances over 20 miles but less than or equal to 30 miles	/CY /TON		\$10.80/CY \$91.80/TN	
For distances over 30 miles but less than or equal to 45 miles	/CY /TON		\$11.30/CY \$96.00/TN	
For distances over 45 miles but less than or equal to 60 miles	/CY /TON		\$11.70/CY \$99.50/TN	
For distances over 60 miles but less than or equal to 100 miles	/CY /TON		\$12.70/CY \$107.95/TN	
For distances over 100 miles but less than or equal to 175 miles	/CY /TON		\$13.45/CY \$114.30/TN	
For distances over 175 miles but less than or equal to 250 miles	/CY /TON		\$14.20/CY \$120.70/TN	
For distances over 250 miles	/CY /TON		\$14.95/CY \$127.00/TN	
Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site within 20 miles	/CY /TON		\$5.20/CY \$44.20/TN	
For distances over 20 miles but less than or equal to 30 miles	/CY /TON		\$5.70/CY \$48.45/TN	
For distances over 30 miles but less than or equal to 45 miles	/CY /TON		\$6.20/CY \$52.70/TN	
For distances over 45 miles but less than or equal to 60 miles	/CY /TON		\$6.60/CY \$56.10/TN	
For distances over 60 miles but less than or equal to 100 miles	/CY /TON		\$7.60/CY \$64.60/TN	
For distances over 100 miles but less than or equal to 175 miles	/CY /TON	712,500	\$8.35/CY \$71.00/TN	\$5,949,375.00
For distances over 175 miles but less than or equal to 250 miles	/CY /TON		\$9.10/CY \$77.40/TN	
For distances over 250 miles	/CY /TON		\$9.85/CY \$83.80/TN	
Management of DMS/TDSRS	/CY	2,850,000	\$ 1.40	\$ 3,990,000.00
Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal	/CY	142,500	\$ 2.60	\$ 370,500.00
Grinding of C&D debris at DMS/TDSRS	/CY	-	\$ 1.00	\$ -
Consolidation of C&D debris at DMS/TDSRS	/CY	-	\$ 1.00	\$ -
Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal	/CY	-	\$ 1.35	\$ -
Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposa	/CY	1,282,500	\$ 1.80	\$ 2,308,500.00
Pick Up and Haul of White Goods to Site within Dare County	/LB	80,000	\$ 0.50	\$ 40,000.00
Pick Up and Disposal of Hazardous Material	/LB	-	\$ 0.75	\$ -
Freon Management and Recycling	/UNIT	500	\$ 25.00	\$ 12,500.00
Dead Animal Collection, Transportation and Disposal	/LB	-	\$ 0.50	\$ -

Crowder Gulf	
Cost	Total
\$7.60	\$21,551,700.00
\$8.60	0
\$9.35	\$133,237.50
\$10.75	0
\$13.10	0
\$18.60	0
\$22.60	0
\$24.60	0
\$9.60	
\$10.60	
\$11.60	
\$13.10	
\$15.40	
\$21.10	
\$24.60	
\$26.60	
\$8.20/CY	
\$82.00/TN	
\$9.20/CY	
\$90.00/TN	
\$10.20/CY	
\$98.00/TN	
\$11.70/CY	
\$106.0/TN	
\$13.95/CY	
\$128.00/TN	
\$19.2/CY	
\$170.00/TN	
\$23.2/CY	
\$200.00/TN	
\$25.20/CY	
\$218.00/TN	
\$2.90/CY	
\$18.00/TN	
\$4.20/CY	
\$26.00/TN	
\$5.40/CY	
\$34.00/TN	
\$7.40/CY	
\$46.00/TN	
\$12.90/CY	
\$78.00/TN	
\$19.40/CY	
\$156.00/TN	\$13,822,500.00
\$27.90/CY	
\$168.00/TN	
\$27.90/CY	
\$168.00/TN	
\$ 0.25	\$ 712,500.00
\$ 3.75	\$ 534,375.00
\$ 2.75	\$ -
\$ 2.75	\$ -
\$ 1.40	\$ -
\$ 2.60	\$ 3,334,500.00
\$ 3.00	\$ 240,000.00
\$ 5.40	\$ -
\$ 38.00	\$ 19,000.00
\$ 0.90	\$ -

DRC Emergency Services	
Cost	Total
\$9.24	\$ 26,202,330.00
\$10.24	0
\$12.45	\$177,412.50
\$13.45	0
\$17.45	0
\$37.45	0
\$49.55	0
\$55.55	0
\$10.45/CY	
\$83.60/TN	
\$11.45/CY	
\$91.60/TN	
\$12.45/CY	
\$99.60/TN	
\$13.45/CY	
\$107.60/TN	
\$17.45/CY	
\$139.60/TN	
\$37.45/CY	
\$299.60/TN	
\$49.55/CY	
\$396.40/TN	
\$55.55/CY	
\$444.40/TN	
\$4.75/CY	
\$38.00/TN	
\$5.75/CY	
\$46.00/TN	
\$6.75/CY	
\$54.00/TN	
\$7.55/CY	
\$60.40/TN	
\$9.95/CY	
\$79.60/TN	
\$11.75/CY	
\$94.00/TN	\$8,371,875.00
\$15.95/CY	
\$127.60/TN	
\$17.95/CY	
\$143.60/TN	
\$ 1.25	\$ 3,562,500.00
\$ 2.75	\$ 391,875.00
\$ 4.50	\$ -
\$ 2.25	\$ -
\$ 1.55	\$ -
\$ 2.85	\$ 3,655,125.00
\$ 1.95	\$ 156,000.00
\$ 9.95	\$ -
\$ 45.00	\$ 22,500.00
\$ 3.95	\$ -

D&J Enterprises Inc	
Cost	Total
\$8.55	\$ 24,245,662.50
\$9.55	0
\$10.55	\$150,337.50
\$11.05	0
\$12.80	0
\$16.40	0
\$20.55	0
\$23.55	0
\$8.55	
\$9.55	
\$10.55	
\$11.05	
\$12.80	
\$16.40	
\$20.55	
\$23.55	
\$10.25/CY	
\$83.60/TN	
\$11.25/CY	
\$69.00/TN	
\$12.25/CY	
\$73.00/TN	
\$13.45/CY	
\$14.25/CY	
\$16.25/CY	
\$83.00/TN	
\$18.25/CY	
\$95.00/TN	
\$20.25/CY	
\$396.40/TN	
\$25.25/CY	
\$125.00/TN	
\$5.00/CY	
\$30.00/TN	
\$6.00/CY	
\$35.00/TN	
\$7.00/CY	
\$37.00/TN	
\$8.00/CY	
\$40.00/TN	
\$10.00/CY	
\$45.00/TN	
\$11.00/CY	
\$50.00/TN	\$7,837,500.00
\$13.00/CY	
\$60.00/TN	
\$17.00/CY	
\$80.00/TN	
\$ 1.00	\$ 2,850,000.00
\$ 2.85	\$ 406,125.00
\$ 2.85	\$ -
\$ 2.85	\$ -
\$ 2.85	\$ -
\$ 2.85	\$ 3,655,125.00
\$ 65.00	\$ 5,200,000.00
\$ 35.00	\$ -
\$ 40.00	\$ 20,000.00
\$ 20.00	\$ -

0-23.99" diameter measured 24" above ground	/STUMP	12	\$ 75.00	\$ 900.00
24"-35.99" diameter measured 24" above ground	/STUMP	12	\$ 150.00	\$ 1,800.00
36"-47.99" diameter measured 24" above ground	/STUMP	12	\$ 225.00	\$ 2,700.00
48" and greater diameter measured 24" above ground	/STUMP	12	\$ 300.00	\$ 3,600.00
Removal of hazardous hanging limbs 2 inches or more at point of break	/TREE	10	\$ 75.00	\$ 750.00
Removal of hazardous standing trees 6" – 12.99" in diameter	EACH	10	\$ 50.00	\$ 500.00
Removal of hazardous standing trees 13" – 24.99" in diameter	EACH	10	\$ 95.00	\$ 950.00
Removal of hazardous standing trees 25" – 36.99" in diameter	EACH	10	\$ 145.00	\$ 1,450.00
Removal of hazardous standing trees 37" – 48.99" in diameter	EACH	10	\$ 250.00	\$ 2,500.00
Removal of hazardous standing trees more than 49" in diameter	EACH	10	\$ 325.00	\$ 3,250.00
Canal, bayou and ditch clearing	/LF	-	\$ 9.25	-
Bays and other open waters	/ACRE	-	\$ 1,600.00	-
Marine vessel and other land vehicle removal	/LF	-	\$ 35.00	-
				<b>\$36,358,525.00</b>

\$ 90.00	\$ 1,080.00
\$ 180.00	\$ 2,160.00
\$ 260.00	\$ 3,120.00
\$ 360.00	\$ 4,320.00
\$ 82.00	\$ 820.00
\$ 42.00	\$ 420.00
\$ 90.00	\$ 900.00
\$ 148.00	\$ 1,480.00
\$ 248.00	\$ 2,480.00
\$ 330.00	\$ 3,300.00
\$ 18.00	\$ -
\$ 4,200.00	\$ -
\$ 65.00	\$ -
<b>\$</b>	<b>\$ 40,367,892.50</b>

\$ 200.00	\$ 2,400.00
\$ 300.00	\$ 3,600.00
\$ 490.00	\$ 5,880.00
\$ 750.00	\$ 9,000.00
\$ 85.00	\$ 850.00
\$ 55.00	\$ 550.00
\$ 115.00	\$ 1,150.00
\$ 255.00	\$ 2,550.00
\$ 395.00	\$ 3,950.00
\$ 545.00	\$ 5,450.00
\$ 48.50	\$ -
\$ 2,400.00	\$ -
\$ 250.00	\$ -
<b>\$</b>	<b>\$ 42,574,997.50</b>

\$ 170.00	\$ 2,040.00
\$ 225.00	\$ 2,700.00
\$ 255.00	\$ 3,060.00
\$ 375.00	\$ 4,500.00
\$ 95.00	\$ 950.00
\$ 150.00	\$ 1,500.00
\$ 175.00	\$ 1,750.00
\$ 250.00	\$ 2,500.00
\$ 300.00	\$ 3,000.00
\$ 325.00	\$ 3,250.00
\$ 35.00	\$ -
\$ 15,000.00	\$ -
\$ 35.00	\$ -
<b>\$</b>	<b>\$ 44,390,000.00</b>

Mileage from Hatteras Village to Salvo DMS is 30 miles one way  
Mileage from Duck to Stumpy Point DMS is 35 miles one way  
Mileage from Salvo DMS to Bertie is 128 miles one way.  
Mileage from Buxton DMS to Bertie is 154 miles one way.  
Mileage from Stumpy Point DMS to Bertie is 104 miles one way.

Note 1 - line 5 - Debris total came from previous storm totals from Irene, Isabel, and Army Corps algorithm  
Note 2 - line 9 - Figure came from previous storm totals and confirmed by Andy Innis  
Note 3 - line 10 - Past storms only had approx 10% of vegetative debris. This was marsh grass due how wet it was  
Note 4 - line 13 - We burned approx 44% of debris generated from Irene and 66% from Isabel  
Note 5 - line 14 - Based on using 2 tractor trailer weighing 20 tons each

using 2,850,000 cubic yards of debris, we were able to reduce that down to about 50% total during Irene and Matthew  
2,850,000 x .5 = cy being hauled to bertie from TDMS sites  
65% of the reduced debris (1,425,000cy) was hauled from Hatteras Island to Bertie over the past 3 storms  
35% of the reduced debris (1,425,000) was hauled from Stumpy point to Bertie over the past 3 storms

65% of 1,425,000 of reduced debris came from Buxton = 855,000cy  
35% of 1,425,000 of reduced debris came from Stumpy Point = 498,750cy  
Both Buxton and Stumpy point fall into the over 100 but less than 175 range so we didn't break them out further



**Dare County Debris Bid Evaluation**  
**6/26/18**

**Dustin Peele - Purchasing Agent**

<u>Company</u>	<u>Overall Cost</u>	<u>Cost Score</u>	<u>Qualifications</u>	<u>Technical</u>	<u>Other</u>
Crowder Gulf	\$ 40,367,893	4	5	5	5
DRC	\$ 42,574,998	2	4	5	4
Southern Disaster Recovery	\$ 36,358,525	5	4	4	3
D&J	\$ 44,390,000	3	4	4	4
Multiplier		0.6	0.3	0.05	0.05

<u>Overall Score</u>
4.4
2.85
4.55
3.4

<u>Overall Score Average</u>	
Crowder Gulf	4.40
DRC	2.98
SDR	4.67
D&J	3.29

**Drew Pearson - Director of Emergency Management**

<u>Company</u>	<u>Overall Cost</u>	<u>Cost Score</u>	<u>Qualifications</u>	<u>Technical</u>	<u>Other</u>
Crowder Gulf	\$ 40,367,893	4	5	5	5
DRC	\$ 42,574,998	2	5	5	5
Southern Disaster Recovery	\$ 36,358,525	5	5	4	4
D&J	\$ 44,390,000	3	4	4	4
Multiplier		0.6	0.3	0.05	0.05

<u>Overall Score</u>
4.4
3.2
4.9
3.4

**Sandy West - Risk Manager**

<u>Company</u>	<u>Overall Cost</u>	<u>Cost Score</u>	<u>Qualifications</u>	<u>Technical</u>	<u>Other</u>
Crowder Gulf	\$ 40,367,893	4	5	5	5
DRC	\$ 42,574,998	2	3.5	5	4
Southern Disaster Recovery	\$ 36,358,525	5	3	4	2.5
D&J	\$ 44,390,000	3	2.5	3	1
Multiplier		0.6	0.3	0.05	0.05

<u>Overall Score</u>
4.4
2.7
4.225
2.75

**Shanna Fullmer - Director of Public Works**

<u>Company</u>	<u>Overall Cost</u>	<u>Cost Score</u>	<u>Qualifications</u>	<u>Technical</u>	<u>Other</u>
Crowder Gulf	\$ 40,367,893	4	5	5	5
DRC	\$ 42,574,998	2	5	5	4
Southern Disaster Recovery	\$ 36,358,525	5	5	5	5
D&J	\$ 44,390,000	3	5	5	1
Multiplier		0.6	0.3	0.05	0.05

<u>Overall Score</u>
4.4
3.15
5
3.6

Scoring is on a scale of 1-5 with 5 being the best.

Notes

DRC Has/had 2 lawsuits agaisnt them and no mention of being able to remove debris from water

SDR's financial inforamtion was as of Dec. 2016, gave "partial" equipment list, lower bonding capability and insurance limits than others, only a couple of Hurricane debris references

No mention of how they will disose of HHW

D&J did not follow the bid specs, no reference to FEMA alternative procedures, no reference to office locations, very vague overall so not really clear on how they operat

SDR is a former sub contractor

SDR's staff bios showed a great deal of FEMA training that applies to Dare County

SDR also shows how they utilize local contractors as much as possible

Crowder Gulf has an amazing past history of dealing with all types of storms and debris clean up project:

D&J received a 1 in other from Shanna because of their overall lack of response when trying to renew Dare's debris contrac

DRC worked 39 projects simultaneously, good use of local contractrs, familiar with FEMA reimbursement policie:



*Proposal for Permitting Related to the New Dredge*

**Description**

Attached is a cover letter, proposal, and services agreement from Aptim Coastal Planning & Engineering of North Carolina concerning environmental and engineering consulting services associated with the County's efforts to obtain permits for the new dredge planned for Dare County.

**Board Action Requested**

Approve the proposal and services agreement and authorize the County Manager to execute the necessary documents

**Item Presenter**

Robert Outten, County Manager



**Kenneth Willson**  
*Program Manager*  
*Aptim Coastal Planning & Engineering of North Carolina, Inc.*

4038 Masonboro Loop Road  
Wilmington, North Carolina  
Tel: +1 910-791-9494  
Kenneth.Willson@aptim.com

July 10, 2018

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

**Subject: Proposal: Environmental Permitting Special Purpose Dredging in Dare County**

Dear Mr. Outten:

Aptim Coastal Planning & Engineering of North Carolina, Inc.'s (APTIM) is pleased to provide you with this proposal to provide environmental and engineering consulting services associated with Dare County's (COUNTY) efforts to obtain permits for a planned newly constructed special purpose dredge to conduct maintenance dredging of Oregon Inlet and the vicinity. Section 13.7 of Senate Bill 99 of Session 2017, allocated up to \$15 Million to be provided to a private dredge partner as a forgivable load to construct a dredge capable of maintaining shallow draft navigation channels throughout the state. The legislation states that responsibilities must be planned and allocated between the Department of Environmental Quality (DEQ), the Local Partner (Dare County and the Oregon Inlet Task Force), and the private entity for any permits, authorizations, or certifications needed for operation of the dredge.

The subject proposal has been developed to support the COUNTY in its efforts to procure the necessary permits, authorizations, and/or certifications needed to conduct the proposed dredging. The Scope of Professional Services (the Services) is attached to this proposal as Exhibit A. The Services will be performed for a lump sum fee of \$94,624.90. Exhibit B includes a breakdown of costs by Task. The Services include interagency / scoping meeting, permitting, and environmental documentation. APTIM has a special preferred relationship with Aptim Environmental & Infrastructure, Inc., and, through that relationship, APTIM will utilize personnel, resources and assets of Aptim Environmental & Infrastructure, Inc. to perform the proposed services.

Barring any unforeseen circumstances, APTIM anticipates permit applications will be submitted to the United States Army Corps of Engineers (USACE) and the Division of Coastal Management (DCM) within five (5) months of receiving your written notice to proceed. This schedule is premised on timely reviews by the agencies on draft documents and fulfillment of any Freedom of Information Act (FOIA) requests to the USACE in a reasonable time frame.

Please see Exhibit C – List of Deliverables, for a description of each of the following:

- Monthly Progress Reports;
- Environmental Assessment (EA);
- Essential Fish Habitat Assessment (EFH);
- Biological Assessment (BA); and
- NC Division of Coastal Management Major CAMA Permit and Dept. of the Army IP Permit Applications




APTIM's performance of the proposed Services is conditioned upon mutually acceptable contract terms and conditions. In that regard, attached to this proposal is our Services Agreement for your consideration as the terms and conditions that will govern our performance of the proposed Services.

If this proposal is acceptable to you, please have the attached Services Agreement signed, and return it to me. APTIM will then sign the Services Agreement and return a fully signed copy to you for your records.

Very truly yours,

**APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.**

A handwritten signature in black ink, appearing to read 'Ken Willson', written over a faint horizontal line.

Ken Willson  
Project Manager

**APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.  
SERVICES AGREEMENT  
FIXED PRICE BASIS**

All in accordance with the following terms and conditions.

1. **SCOPE OF SERVICES:** APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC. ("APTIM") agrees to perform for the undersigned CLIENT, engineering and consulting ("Services") described in attached **Proposal dated July 10, 2018** and/or as follows:

**Provide Environmental and Engineering Consulting Services associated with the Special Purpose Dredging of the Oregon Inlet Disposal Areas.**

2. **FEES, INVOICES AND PAYMENTS:** The Services will be performed on a fixed price basis for **Ninety Four Thousand, Six Hundred Twenty Four Dollars and 90/100 (94,624.90)**. Invoices will be submitted by no more frequently than every two weeks, with payment due upon CLIENT'S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payments (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, tariffs and duties levied against APTIM or its employees by any government or taxing authority. A service charge equal to one-half percent (1/2 %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion of an invoice, the undisputed portion shall be promptly paid.
3. **CLIENTS COOPERATION:** To assist APTIM in performing the Services, CLIENT shall (i) provide APTIM with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with APTIM when requested, (iii) permit APTIM reasonable access to relevant project sites, (iv) ensure reasonable cooperation of CLIENT's employees in APTIM's activities, and (v) notify and report to all regulatory agencies as required by such agencies.
4. **CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to APTIM, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, APTIM will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by APTIM in connection with this Agreement including, but not limited to, APTIM's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and

CLIENT shall not disclose such information to any third party.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of law; or by North Carolina Public Records Law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

5. **DELAYS AND CHANGES IN CONDITIONS:** If APTIM is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT'S employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by APTIM; or (vi) any other cause beyond the reasonable control of APTIM, **then** 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) APTIM shall receive an equitable compensation adjustment. Any such equitable adjustment shall be based on APTIM's then current Time and Material Rates, as may be provided in a Rate sheet attached hereto.
6. **INSURANCE:** APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to CLIENT on request. If the CLIENT requires further insurance coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

7. **INDEMNITIES:** APTIM shall defend, indemnify and hold harmless CLIENT and its officers and employees from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of APTIM, its borrowed servants and their employer and its subcontractors, and their respective employees and agents acting in the course and scope of their employment. CLIENT shall defend, indemnify and save harmless APTIM (including its borrowed servants and their employers and its officers, and employees) from and against, any loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CLIENT, its officers and employees

8. **LIMITATIONS OF LIABILITY:**

- a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY APTIM SHALL BE TO REQUIRE APTIM TO RE-PERFORM ANY DEFECTIVE SERVICES. APTIM'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, , OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED EXCEPT FOR THE MUTUAL INDEMNIFICATIONS SET FORTH IN SECTION 7 ABOVE. IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE AMOUNT OF COMPENSATION FOR SUCH SERVICES,
- b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, APTIM SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

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

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

limited to non-cancelable commitments and demobilization costs.

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

12. **MISCELLANEOUS:**

a. **ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS:** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by APTIM to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by APTIM, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the three pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing APTIM to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by APTIM and shall not operate to modify the Agreement.

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

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

d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g.



FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

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

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

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

Executed on \_\_\_\_\_, 2018.

**APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.**

**CLIENT: County of Dare, NC**

By (Sign): \_\_\_\_\_

By (Sign): \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

**EXHIBIT A:  
SCOPE OF PROFESSIONAL SERVICES  
DARE COUNTY, NORTH CAROLINA  
ENVIRONMENTAL PERMITTING  
SPECIAL PURPOSE DREDGING IN DARE COUNTY**

Aptim Coastal Planning & Engineering of North Carolina, Inc. (APTIM) will provide professional services to the County of Dare (COUNTY) in support of obtaining state and federal authorizations to conduct maintenance dredging of Oregon Inlet using a yet-to-be constructed special purpose dredge similar to the United States Army Corps of Engineers (USACE) owned dredge plants the *Currituck* and *Murden*. Section 13.7 of Senate Bill 99 of Session 2017, allocated up to \$15 Million to be provided to a private dredge partner as a forgivable load to construct a dredge capable of maintaining shallow draft navigation channels throughout the state. The legislation states that responsibilities must be planned and allocated between the Department of Environmental Quality (DEQ), the Local Partner (Dare County and the Oregon Inlet Task Force), and the private entity for any permits, authorizations, or certifications needed for operation of the dredge.

The scope of this proposal, as described in detail in the following sections, includes services to be provided by APTIM to support procurement of state and federal permits to allow for the operation of the dredge, specifically in the vicinity of Oregon Inlet.

**TASK 1- INTERAGENCY / SCOPING MEETING**

APTIM will review existing USACE authorizations allowing for the maintenance dredging of Oregon Inlet using special purpose dredges (*Currituck* and *Murden*). APTIM will identify specific conditions of the authorizations required by resource agencies as a condition of concurring to the maintenance operations. APTIM will also coordinate with COUNTY staff to identify the specific purpose and needs for the maintenance dredging. This information will be used to develop a project narrative in preparation for the interagency / scoping meeting.

APTIM will arrange an interagency / scoping meeting with representatives from state and federal environmental resources agencies, state regulatory agencies, the USACE, and local governmental representatives. The purpose of the meeting will be to determine the most appropriate permitting approach and National Environmental Policy Act (NEPA) documentation requirements which will ultimately allow for dredging within Oregon Inlet utilizing a newly constructed special purpose dredge. Meeting minutes of the scoping meeting will be drafted and disseminated to all meeting participants within 1 week following the meeting date. Subsequent meetings with representatives from various agencies/stakeholders, as they pertain to the permitting process and potential NEPA documentation, are anticipated and are included within Task 2.

**TASK 2 - PERMITTING**

APTIM will assist the COUNTY in applying for the required state and federal permits that will allow for the maintenance dredging within defined dimensions in the vicinity of Oregon Inlet over a 10-year period. The outcome of the interagency scoping meeting, as described under Task 1, will confirm the required permitting approach. However; preliminary conversations with state and federal regulatory agencies suggest that the following permits and authorizations will be needed in order for the COUNTY to be able to operate the newly constructed dredge within Oregon Inlet:

**EXHIBIT A:  
SCOPE OF PROFESSIONAL SERVICES  
DARE COUNTY, NORTH CAROLINA  
ENVIRONMENTAL PERMITTING  
SPECIAL PURPOSE DREDGING IN DARE COUNTY**

- North Carolina Division of Coastal Management (NCDCM), Coastal Area Management Act (CAMA) Major Permit.
- NC Division of Water Resources (NCDWR) General Water Quality Certification.
- NC State Historic Preservation Office's concurrence.
- Department of Army (DOA) USACE Individual Permit (IP) complying with Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.
- U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) consultations complying with Section 7 of the Threatened and Endangered Species Act (ESA).
- NMFS consultation complying with the Magnuson-Stevens Fishery Conservation and Management Act.

APTIM proposes to participate in up to three (3) additional meetings with the various agencies/stakeholders coordinating the permit application's development and review. Additional coordination with resource agencies/stakeholders will be conducted via telephone and email correspondences as needed.

Deliverables for Task 2 includes the development and submittal of the NCDCM CAMA Major Permit application and the USACE IP permit application which will subsequently be deemed "complete" by the respective agencies. The permit application package will include location maps as well as detailed plan view and cross section drawings. Ten (10) hard copies and ten (10) CDs of the NCDCM application and attachments will be produced and provided to NCDCM for dissemination to the state resource agencies. Additionally, four (4) hard copies and four (4) CDs of the DOA IP application and attachments will be provided to USACE for review and dissemination to federal resource agencies.

In the event a state or federal agency solicits a Request for Additional Information (RAI) in response to the NCDCM and DOA permit applications, an additional task order proposal will be submitted to the COUNTY under a modified scope of work (SOW) to address the specific RAI requirements.

APTIM will provide project management, including administrative assistance, in support of the COUNTY's efforts to obtain the necessary permits and permits modifications. Communication and coordination between APTIM and the COUNTY will be maintained throughout the duration of the project. The APTIM project manager will supervise the work and monitor the project schedule and provide quality control of all deliverables.

### **TASK 3 - ENVIRONMENTAL DOCUMENTATION**

Because this project will require the issuance of a federal permit, the NEPA will be triggered. NEPA requires federal agencies to assess the environmental effects of their proposed actions prior to making permit decisions and therefore a certain level of environmental documentation will be required to support this project. Preliminary guidance from the USACE Regulatory and Office of Council suggests that in order to comply with the NEPA, an Environmental Assessment (EA) will need to be developed for this proposed project. An EA is a concise public document that provides sufficient evidence and analysis for



**EXHIBIT A:  
SCOPE OF PROFESSIONAL SERVICES  
DARE COUNTY, NORTH CAROLINA  
ENVIRONMENTAL PERMITTING**

**SPECIAL PURPOSE DREDGING IN DARE COUNTY**

determining if the lead federal agency (i.e. the USACE) should issue a Finding of No Significant Environmental Impact (FONSI). In 2004, the USACE drafted the EA and FONSI entitled “Use of Government Plant to Dredge in Federally Authorized Navigation Projects in North Carolina”. This document served to authorize the use of the USACE’s “Merritt”, “Fry”, other similar side-cast dredges, and the “Currituck” or similar special purpose dredges to perform maintenance dredging within specific locations within North Carolina including Oregon Inlet. This document will be cited within the proposed EA extensively.

Available biological resource data specific to Oregon Inlet will be included within the EA. APTIM will acquire and evaluate available data for the study areas to determine the nature and extent of those biological resources that may be affected by project construction. This information will pertain to the nearshore marine, estuarine and terrestrial habitats within and adjacent to the project area. A Preliminary Draft EA will be submitted to the USACE Regulatory Division for internal editing. Once all comments from USACE Regulatory have been addressed, a notification to the Federal Register will declare the release of the Draft EA to the public. Following a 30-day commenting period, APTIM will address all comments received by the USACE. A Final EA will then be developed and released again via an announcement to the Federal Register. Ten (10) printed copies and ten (10) digital copies of the EA will be produced and submitted to the USACE.

Along with the development of the EA, two additional environmental documents will need to be drafted to satisfy the need of federal agencies. An Essential Fish Habitat assessment (EFH) will be drafted to comply with the Magnuson-Stevens Fishery Conservation and Management Act and will be reviewed by the National Marine Fisheries Service Habitat Conservation Division (NMFS HCD). In addition, a Biological Assessment (BA) will be drafted and submitted to the USFWS and NMFS Protected Resource Division (NMFS PRD) to comply with the Endangered Species Act. Two (2) printed copies and two (2) digital copies of the EFH and the BA will be submitted to the USACE for dissemination to the relevant agencies for their review.

APTIM does not anticipate the need for field studies to collect any additional environmental data; therefore, this cost proposal does not reflect any additional field studies. If in the event it is determined that such studies are necessary, a change order will be requested within a modified SOW.

**EXHIBIT B:  
BREAKDOWN OF COSTS  
DARE COUNTY, NORTH CAROLINA  
ENVIRONMENTAL PERMITTING  
SPECIAL PURPOSE DREDGING IN DARE COUNTY**

Table 1. Breakdown of the total cost of the Environmental Permitting Services associated with the Special Purpose Dredging of Oregon Inlet.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>Cost</b>
1.	Interagency / Scoping Meeting	\$6,649.10
2.	Permitting	\$30,297.00
3.	Environmental Documentation	\$57,678.80
<b>TOTAL:</b>		<b>\$94,624.90</b>

**EXHIBIT C:  
LIST OF DELIVERABLES  
DARE COUNTY, NORTH CAROLINA  
ENVIRONMENTAL PERMITTING  
SPECIAL PURPOSE DREDGING IN DARE COUNTY**

The following items have been identified by Aptim Coastal Planning & Engineering of North Carolina, Inc. (APTIM) as deliverables to Dare County (COUNTY) for the completion of this scope of services.

- Monthly Progress Reports;
- Environmental Assessment (EA)
- Essential Fish Habitat Assessment (EFH)
- Biological Assessment (BA)
- NC Division of Coastal Management Major Coastal Area Management Act (CAMA) Permit and Dept. of the Army IP Permit Applications;

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

Monthly Progress Reports: APTIM will provide a 1 page summary of the project status via e-mail approximately every 30 days during the course of the anticipated ten (10) month contract period. The letter will describe activities completed throughout the month and update the anticipated schedule of milestones as appropriate.

Environmental Assessment (EA): The Scope of Professional Services includes the development of an EA to satisfy the National Environmental Policy Act (NEPA). APTIM will develop a draft EA to be submitted to the United States Army Corps of Engineers (USACE) for their review and comment. Barring any unforeseen circumstances, the EA will be provided within five (5) months following the date of the interagency/scoping meeting. Following receipt of comments from the USACE, APTIM will address the comments incorporating necessary edits into the document and submit a final EA within forty five (45) days of receiving comments from the USACE.

Essential Fish Habitat Assessment (EFH): The Scope of Professional Services includes the development of an EFH to satisfy NEPA. APTIM will develop a draft EFH to be submitted to the USACE for their review and comment. Barring any unforeseen circumstances, the EFH will be provided within 5 months following the date of the interagency / scoping meeting. Following receipt of comments from the USACE, APTIM will address the comments incorporating necessary edits into the document and submit a final EFH within forty five (45) days of receiving comments from the USACE.

Biological Assessment (BA): The Scope of Professional Services includes the development of a BA to satisfy NEPA. APTIM will develop a draft BA to be submitted to the USACE for their

**EXHIBIT C:  
LIST OF DELIVERABLES  
DARE COUNTY, NORTH CAROLINA  
ENVIRONMENTAL PERMITTING  
SPECIAL PURPOSE DREDGING IN DARE COUNTY**

review and comment. Barring any unforeseen circumstances, the draft BA will be provided within five (5) months following the date of the interagency / scoping meeting. Following receipt of comments from the USACE, APTIM will address the comments incorporating necessary edits into the document and submit a final BA within forty five (45) days of receiving comments from the USACE.

NC Division of Coastal Management Major CAMA Permit and Dept. of the Army IP Permit Applications: The Scope of Professional Services includes the development and submittal of the complete Major CAMA permit and Dept. of the Army IP permit applications directly to the NC Division of Coastal Management and USACE, respectively. Barring any unforeseen circumstances, these applications will be submitted to the appropriate agencies within five (5) months following written authorization to proceed.





*Consent Agenda*

**Description**

1. Approval of Minutes (06.18.18)
2. Reimbursement Resolution - Fiscal Year 2018-2019 Vehicle & Equipment Financing
3. Transportation Department's Drug & Alcohol Testing Policy for FY2018
4. DCDHHS, Public Health Division - Special Funding for WIC
5. 2018 Community Rating System Annual Reports
6. Tax Collector's Report
7. Arts Council Lease

**Board Action Requested**

Approval

**Item Presenter**

County Manager, Robert Outten



*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**

County Manager, Robert Outten



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**5:00 p.m., June 18, 2018**

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

Commissioners absent: None

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

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

Chairman Woodard called the meeting to order at 5:04 p.m. He invited Rev. Fran Peel to share a prayer, and then he led the Pledge of Allegiance to the flag.

Note – some agenda items were handled out of sequential order to accommodate the time specific Public Hearing scheduled for 5:30 p.m.

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

Following is a brief outline of the items mentioned by Chairman Woodard during his opening remarks, which can be viewed in their entirety in a video on the Dare County website –

- Shared a thank you note he received from Commissioner Shea expressing appreciation on being named the Dare County “Citizen of the Year” at the Dare Day celebration.
- In honor of Father’s Day, the Chairman recalled memories of his father and cited statistics documenting the importance of fatherhood and its positive impact on society.
- Reminded everyone that there will be only one Commissioners meeting during July.

#### **ITEM 2 – EMPLOYEE OF THE MONTH – JUNE 2018**

Jeanie Midgett, Senior Custodian at the Dare County Justice Center, received the Employee of the Month award from Elizabeth Reilly who described the many ways that Ms. Midgett is an asset to Dare County.

### **ITEM 3 – PUBLIC COMMENTS**

The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. No public comments were made.

### **ITEM 4 – CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING**

Chairman Woodard explained that Dare County has for the 27<sup>th</sup> consecutive year received the Certificate of Excellence in Financial Reporting for its Comprehensive Annual Financial Report (CAFR). The prestigious award is from the Government Finance Officers Association of the United States and Canada. The Chairman presented the award to Finance Director David Clawson and honored Assistant Director Sally DeFosse with the Award of Financial Reporting Achievement. He noted that this award is a tribute to the County's financial management practices and carries weight with the bond rating companies, which helps taxpayers when the County needs to obtain financing.

### **ITEM 5 – INTRODUCTION OF THE DARE COUNTY DELEGATE TO THE 2018 YOUTH VOICE CONFERENCE**

Paige Fuselier, 4-H Extension Agent for Dare County, introduced Madison Sawyer as the Dare County Delegate to the 2018 Youth Voice Conference that will be held this summer in Catawba County, North Carolina. Ms. Sawyer, a rising senior at Manteo High School, shared information about the conference and Ms. Fuselier outlined summer fun programs that Dare County 4-H has planned in their mission to help young people grow into leaders.

### **ITEM 6 – 2018 GOVERNOR'S VOLUNTEER SERVICE AWARDS**

Jane Webster, Board Member with the Outer Banks Community Foundation, presented 2018 Governor's Volunteer Service Awards to the following - - -

- Mary Pendill – Dare County Center volunteer
- Sue Kelly – Guardian ad Litem volunteer
- Emily Gould – Friends of Youth volunteer
- Tiffany Wescott & Coastal Family Church volunteers – helping Dare Center Toy Drive
- Dare County Motorcycle Toy Run volunteers – assisting underprivileged children

A Lifetime Achievement Award was presented to Gail Leonard in recognition of the many ways she makes a difference in Dare County through her volunteerism.

### **ITEM 7 – COA TASK FORCE – FINAL REPORT**

Commissioner Couch, as Chair of the COA Task Force, briefed the Board on the public meetings that the Task Force conducted to gather community input on curriculum ideas for the new College of the Albemarle (COA) Dare County campus. He introduced Task Force Members and summarized the public meetings where a wide range of stakeholders provided extensive community input on curriculum ideas. The findings of the Task Force, which will be presented to the architects and planners designing the new Dare County campus, were outlined for the Board. It was noted that the Task Force recommends that the new facility be designed with a "Flex Space" concept so that adaptations can easily and



affordably be made as curriculum needs change in the future. Commissioners expressed their appreciation to the Task Force and thanked them for a comprehensive report.

**ITEM 8 – MEMORANDUM OF UNDERSTANDING – NC DEPT. OF HEALTH & HUMAN SERVICES AND DARE COUNTY**

Jay Burrus and Chuck Lycett presented a Memorandum of Understanding (MOU) pursuant to North Carolina General Statute 108A-74 that requires all North Carolina counties to enter into an annual written agreement with the State's Dept. of Health and Human Services covering all social services programs excluding Medicaid. Mr. Burrus and Mr. Lycett outlined provisions for non-compliance and expressed concern about some of the performance measures that could adversely impact smaller counties due to a relatively small sample size being analyzed. The County Manager provided background information about the legislation and said he has been told that Dare County is considered a social services role model and that this legislation is directed towards other counties in the State where there have been bad outcomes with commissioners who do not want to be involved.

**MOTION**

Commissioner Shea motioned to approve the MOU & authorize staff to sign the agreement. Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 9 – RESOLUTION AND BUDGET AMENDMENTS FOR WATER CAPITAL RESERVE FUND (Att. #1)**

Finance Director David Clawson briefed the Board on 2017 House Bill 36 that required a study of Water System Development Fees, which must be accounted for in a Capital Reserve Fund. Mr. Clawson presented a Resolution to establish a Water Capital Reserve Fund along with a Budget Amendment to reduce amounts in the Water Fund, and a Budget Amendment to increase the same amounts in the Water Capital Reserve Fund, all effective July 1, 2018 for fiscal year 2019.

**MOTION**

Vice Chairman Overman motioned to adopt the Resolution, adopt Budget Amendment for the Water Fund, and adopt the Budget Amendment for the Water Capital Reserve Fund. Commissioner Shea seconded the motion.

VOTE: AYES unanimous

**ITEM 10 – RESOLUTION AUTHORIZING THE COUNTY OF DARE TO ENGAGE IN ELECTRONIC PAYMENTS DEFINED BY NCGS 159-28 (Att. #2)**

Mr. Clawson explained that Dare County, like most other local government entities, has for some time engaged in electronic transactions such as credit cards and electronic payments. He said the County's documentation of these electronic transactions has complied with the General Statute requirements that were established a long time ago. He reported that NCGS 159-28 was amended in 2017 to allow certain documentation exemptions by following rules set out by the Local Government Commission (LGC). The Finance Director noted that the LGC has issued a memo that allows policies and procedures related to

pre-audit and disbursement certifications. He asked the Board to adopt a Resolution authorizing the County to engage in electronic payments as defined by NCGS 159-28. He noted that the LGC also requires that a quarterly budgetary statement be sent to the Board of Commissioners or posted on the County website. By consensus, the Board agreed that this quarterly report should be posted on the County website.

**MOTION**

Commissioner Shea motioned to adopt the Resolution as presented.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 11 – AMENDMENT NO. ONE TO THE COUNTIES OF CAMDEN, CHOWAN, CURRITUCK, DARE, HYDE, MARTIN, PASQUOTANK, PERQUIMANS, TYRRELL AND WASHINGTON OTHER POST-EMPLOYMENT BENEFITS TRUST AGREEMENT**

The Finance Director informed the Board that an irrevocable trust was created for the funds held for health benefits for the retirees of the former Albemarle and Tideland Mental Health agencies. He said in order for the trust to invest in the equity portion of the State Treasurer's Ancillary Governmental Participant Program, the name of the trust must exactly match the name assigned by the Internal Revenue Service (IRS). Mr. Clawson explained that rather than trying to change the trust name with the IRS, the participating counties are being asked to change the name of the trust through an amendment to the trust agreement, which he asked the Board to adopt.

**MOTION**

Commissioner Shea motioned to adopt amendment Number One to the Trust Agreement.

Commissioner Tobin and Commissioner Ross seconded the motion.

VOTE: AYES unanimous

**ITEM 12 – PUBLIC HEARING – EAST CAROLINA RADIO H345 TEXT AMENDMENT**

At 5:54 p.m. the Board of Commissioners 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. There were no public comments. Chairman Woodard closed the hearing at 5:55 p.m. It was noted in the Board's meeting packet that the zoning text amendment was requested by Rick Loesch of East Carolina Radio to uncouple the construction of a tower with a principal or conditional use based on changing technologies and FCC regulations.

**MOTION**

Commissioner Shea motioned to adopt the H345 zoning text amendment for East Carolina Radio as recommended by the Planning Board with a finding of consistency adopted as part of this motion and that this consistency statement shall be part of the public record.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

### **ITEM 13 – CONSENT AGENDA**

Mr. Outten announced the items & asked that #4 & #5 be pulled from the Consent Agenda.

#### **MOTION**

Commissioner Shea motioned to approve items #1, #2, #3, #6 on the Consent Agenda:

- 1) Approval of Minutes (06.04.18) **(Att. #3)**
- 2) Amend Capital Project Ordinances – Scenic Byways & Courthouse HVAC **(Att. #4)**
- 3) Authorization to Present Service Weapon to Retiring Deputy Sheriffs
- 4) 3-year Contract for Metro Ethernet Services – **Item pulled from the Consent Agenda**
- 5) 3-year Contract for Outbound Internet - **Item pulled from the Consent Agenda**
- 6) Tax Collector's Report

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

### **ITEM 14 – COMMISSIONERS' BUSINESS & MANAGER'S/ATTORNEY'S BUSINESS**

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

#### **Commissioner Couch**

- Commented that traffic is heavy, especially on NC Highway 12, which indicates a good summer tourism season. He expressed hope for an excellent economic year.
- Reported on a productive meeting he attended at the Emergency Operations Center where Drew Pearson led a discussion with CERT and the Methodist Men's organization concerning relief efforts.
- Briefed the Board on his participation in the recent affordable housing tour organized by the Outer Banks Chamber of Commerce. He cited the need for housing for professionals relocating to the area and passed along a concern he heard that there may be a stigma attached to the term "affordable housing."
- Thanked the Board for the opportunity he had to Chair the COA Task Force. Chairman Woodard commended Commissioner Couch for a job well done.

#### **Commissioner Shea**

- Congratulated the Employee of the Month and the recipients of the Governor's Volunteer Service Awards. He thanked them for all they do to make Dare County a great place.
- Noted that traffic on the bypass indicates that we are in summer tourism mode.

#### **Vice Chairman Overman**

- Commended the Employee of the Month and acknowledged those who received Governor's Volunteer Service Awards. He said they have made a huge difference in the lives of people in Dare County.

#### **Commissioner House**

- Thanked the Employee of the Month and the Governor's Volunteer Service Award recipients noting that Dare County benefits from their efforts in many ways.
- Extended Happy Father's Day greetings and fondly remembered his father.
- He encouraged everyone to consider adopting a pet from the animal shelter.

Commissioner Ross

- Thanked Finance Director David Clawson and Assistant Director Sally DeFosse for the excellent financial management and oversight that they consistently provide to the Board of Commissioners and the people of Dare County.
- Congratulated Gail Leonard, Mary Pendill, and Emily Gould on receiving Volunteer Service awards from the Governor. He said he has had the opportunity to see first-hand how each of these amazing people help others in the community.
- Noted that he has an Albemarle Commission meeting this week and looks forward to hearing about Executive Director Cathy Davison's recent trip to California where she attended the annual meeting of the National Association of Development Organizations.
- Mentioned an upcoming dock dedication that will be taking place in Wanchese.

Commissioner Tobin

- Reported that the Community Advisory Board meeting has been postponed.
- Congratulated Madison Sawyer on being selected as Dare County's Delegate to the 2018 Youth Voice Conference. He noted that the young people involved in the 4-H program have the drive and talent to be the new leaders of tomorrow.
- Expressed delight that the Governor's budget veto was overridden resulting in an approved State budget with a \$15 million provision for a Dare County dredge. He reported that the Oregon Inlet Task Force has appointed a Steering Committee to work with the County Manager in developing an RFP (Request for Proposal) that will lead to the selection of a company to build the County's dredge. He advised the Board on the latest shoaling conditions at Oregon Inlet and said the Army Corps of Engineers plans to have a dredge onsite by the weekend. Chairman Woodard thanked Commissioner Tobin for his hard work advocating for a public/private partnership for a local dredge, which he said is a tremendous accomplishment for Dare County.

Chairman Woodard

- Informed the Board that he will be attending a College of the Albemarle (COA) Board of Trustees meeting this week and noted that he will be sharing with the group the Final Report presented tonight by the COA Task Force.
- Voiced gratitude that we are blessed to live in a place with so many dedicated people whose community service is consistently acknowledged during Commissioner meetings.

**MANAGER'S/ATTORNEY'S BUSINESS**

1. Mr. Outten briefed the Board on this summer's North Carolina Association of County Commissioners annual conference noting that the County has the opportunity to appoint a voting delegate to the meeting. Chairman Woodard said he has been engaged with the Association and expressed his willingness to represent Dare County at the event.

**MOTION**

Commissioner Tobin motioned to designate Chairman Woodard as Dare County's Voting Delegate to the North Carolina Association of County Commissioners (NCACC) annual conference, which will be held in Catawba County on August 23-25, 2018.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous



Finance Director David Clawson reported on debris removal bids and informed the Board that the contract will need to be rebid and presented at a future Commissioners meeting.

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

**MOTION**

Commissioner House motioned to adjourn the meeting.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

At 7:01 p.m., the Board of Commissioners adjourned until 5:00 p.m., July 16, 2018.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Gary Lee Gross, Clerk to the Board

APPROVED: By: \_\_\_\_\_  
Robert Woodard, Chairman  
Dare County Board of Commissioners



*Reimbursement Resolution - Fiscal Year 2018-2019 Vehicle & Equipment Financing*

**Description**

The 2018-2019 operating budget includes \$2,057,425 to be financed for the purchase of vehicles and equipment. Adoption of the attached resolution will allow the County to be reimbursed from the proceeds of the financing for those items that need to be purchased prior to the placement of the financing.

**Board Action Requested**

Adopt the reimbursement resolution

**Item Presenter**

None

Resolution No. \_\_\_\_\_

**REIMBURSEMENT RESOLUTION – FISCAL YEAR 2018-2019 VEHICLE AND EQUIPMENT FINANCING PROJECT**

**WHEREAS**, the County Manager and the Finance Officer have described to the Board of Commissioners the desirability of adopting a resolution, as provided under federal tax law, to facilitate the County’s use of financing proceeds to restore County funds when the County makes capital expenditures prior to closing on a bond issue or other financing;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the County of Dare, North Carolina as follows:

Section 1. **Official Declaration of Intent.** The County presently intends, and reasonably expects, to reimburse itself for the original expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this resolution from a portion of the proceeds of the obligations. The County reasonably expects to execute and deliver the obligations to finance all or a portion of the costs of the project and the maximum principal amount of obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the project is \$2,057,425.

Section 2. **Compliance with Regulations.** The County adopts this resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County’s intent to reimburse itself for the original expenditures from proceeds of the obligations.

Section 3. **Itemization of Capital Expenditures.** The Finance Director of the County is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the original expenditures incurred and paid by the County in connection with the project during the period commencing on the date occurring 60 days prior to the date of adoption of this resolution and ending on the date of execution and delivery of the obligations.

Section 4. **Effective Date.** This resolution shall become effective immediately upon the date of its adoption.

Adopted this 16th day of July, 2018.

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

[SEAL]

COUNTY OF DARE, NORTH CAROLINA

\_\_\_\_\_  
Clerk to the Board



*FY2018 Transportation Department's Drug & Alcohol Testing Policy*

**Description**

NCDOT has requested that all transportation systems update their present Drug and Alcohol Testing Policy to reflect recent changes to FTA Policy 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**

Don Cabana



# DRUG AND ALCOHOL TESTING POLICY

## Dare County Transportation

Adopted as of July 16, 2018

## ***DCTS Drug and Alcohol Testing Policy***

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**DRUG AND ALCOHOL TESTING POLICY**  
**Dare County Transportation**  
**Adopted as of January 22, 2018**

**A. PURPOSE**

- 1) 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. 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 urine drug testing and breath 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 urine and breath specimens.
- 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, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a 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.

*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.

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

*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.

*Evidentiary 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: (Screening Drug Test)* The 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 urine 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 Mandatory Guidelines 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 standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

*Limit of Detection (LOD):* The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

*Limit of Quantitation:* For quantitative assays, the lowest concentration at which the identity and concentration of the measurand 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 a specific gravity value 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 test result:* A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

*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.

*Prohibited drug:* Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary 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 the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

**Split Specimen Collection:** A collection in which the urine collected is divided into two separate 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:** 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 testing 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 breath or urine specimen. An employee who does not provide a urine or breath 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 drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second 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 test.
- (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.

*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 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 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 urine 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 urine, if the urine was diluted, or if the specimen was substituted.

#### **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 1300.11 through 1300.15 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. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

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 Section H of 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 any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited.

## **F. PROHIBITED CONDUCT**

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds 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 Section Q of this policy.

#### **H. TESTING REQUIREMENTS**

- 1) Analytical urine drug testing and breath testing for alcohol 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 Section K, L, M, and N of 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 or random 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.
- 3) All covered employees will be subject to urine drug testing and breath 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 Section Q of 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, phencyclidine, Hydrocodone, Hydromorphone, Oxycodone, and Oxymorphone. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method 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 urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are 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 under paragraphs L through P of this policy 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) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
- 8) Observed collections
  - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) 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 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 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 specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

## **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 Section Q. of 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 Section Q of 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 urine 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 Section Q herein.
- 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's 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 Section Q of 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 Section Q of 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 Section Q of this policy. Dare County Transportation shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of 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 Sections L through N of this policy or the associated consequences as specified in Section Q.

#### **M. POST-ACCIDENT TESTING**

- 1) **FATAL ACCIDENTS** – A covered employee will be required to undergo urine and breath 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, and the covered employee may have contributed 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, and the covered employee may have contributed 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. Employees who may be covered under company authority will be selected from a pool of non-DOT-covered employees.

- 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's 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 section Q of 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. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a



Return-to-Duty alcohol test is required and a drug test is allowed. 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.

#### **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 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 includes 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 testing 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 breath or urine specimen. An employee who does not provide a urine or breath 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 drug collection, fail to permit monitoring or observation of your provision of a specimen.
- e. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- f. Fail or decline to take a second 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 test.
- 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.

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  $\geq 0.02$  to  $\leq 0.039$  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 Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of 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 Section Q of 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 Section Q of 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.



**Attachment A. - Safety-Sensitive Positions**

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 Tim	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: PO Box 1000 Manteo, NC 27954

Telephone Number: 252-475-5823

### (MRO) Medical Review Officer

Name: David Nahin, MD

Address: 9501 Northfield Blvd. Denver, CO. 80238

Telephone Number: 877-585-8366, Fax: 855-253-5666

### Substance Abuse Professional

Name: JoAnn Hummers

Title: EdD, LPC, LCAS, CCS

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

Telephone Number: 252-473-4801

### HHS Certified Laboratory Primary Specimen

Name: Quest Diagnostics Inc.

Contact: Tommy King

Address: 3175 Presidential Drive Atlanta, GA. 30340

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

**Attachment C - Policy Approval**

**Dare County Drug and Alcohol Testing Policy Approval**

This Policy was adopted by the Dare County Board of Commissioners on **July 16, 2018**.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*Robert Woodard* – Dare County Board of Commissioners, Chairman

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*Elizabeth Reilly* – DER

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*Don Cabana* – Transportation Program Supervisor



*Dare County Department of Health and Human Services  
Public Health Division  
Special Funding for WIC*

**Description**

The Public Health Division has been awarded one-time special funding from the Division of Public Health for the WIC program. The funding will be used to purchase updated non invasive blood testing equipment for children over age 2 and increase community outreach with new and additional promotion and advertising methods to increase WIC participation. This special funding is required to be spent by September 30, 2018  
No effect on county funding.

**Board Action Requested**

Approve Budget Amendment

**Item Presenter**

N/A

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Human Services-Public Health					
<u>Revenues:</u>					
State/Federal - WIC Client Services	103027	424290	54030	\$5,720	
<u>Expenditures:</u>					
Operating-WIC Client Services	104600	513400	54030	\$4,720	
Advertising/Promotion-WIC Client Svcs	104600	525600	54030	\$1,000	

Explanation:

Received special WIC funding from the state, funds to be used to purchase non-invasive testing devise and sensor equipment and to puchase media advertising. Funding period is June - September 2018

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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





DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH

ROY COOPER  
GOVERNOR

MANDY COHEN, MD, MPH  
SECRETARY

DANIEL STALEY  
DIRECTOR

June 1, 2018

MEMORANDUM

TO: Cathy Doyle, WIC Director  
Dare County Health Department

FROM: *Kim Lovenduski*  
Kim Lovenduski, Operations Manager  
Nutrition Services Branch

SUBJECT: SFY 2019 Special Funding Approval

Your special funding request to purchase equipment and/or services has been approved at the following total price.

QTY	ITEM	UNIT COST	SUBTOTAL
3	Masimo Pronto Promotional Non-Invasive Hemoglobin Testing Device	\$ 165.00	\$ 495.00
4	200 Quantity Rainbow Adult Testing Sensors	\$ 300.00	\$ 1,200.00
10	200 Quantity Rainbow Pediatric Testing Sensors	\$ 300.00	\$ 3,000.00
1	Shipping Cost for Non-Invasive Testing Device and Sensors	\$ 25.00	\$ 25.00
4	1/8" Horizontal Page <i>Outer Banks Child</i> Advertisement	\$ 200.00	\$ 800.00
2	1-Month Social Media Facebook Advertisement	\$ 100.00	\$ 200.00
		<b>Total</b>	<b>\$ 5,720.00</b>

This memo serves as your approval to purchase equipment and/or services as listed above. The special funds will be placed in the 'Client Services' category of your SFY 2018-2019 budget and made available upon receipt of the signed Activity 403 Agreement Addendum SFY2019, Revision #1 sent to agencies later this month.

1. If the purchase price exceeds the amount approved, you must request approval of the excess before incurring the cost.
2. Submit a copy of the invoice for equipment to the NC Department of Health and Human Services, Nutrition Services Branch, Attention: Michele Faison, 5601 Six Forks Road, 1914 Mail Service Center, Raleigh, NC 27699-1914, at the time you report the expenditure. The invoice should indicate the actual cost of each item including discount and sales tax and any serial or identification number.
3. These are time-limited grant funds. All items must be received or encumbered prior to September 30, 2018. Invoice reconciliation must be completed by October 31, 2018. Failure to do so will result in the loss of special funds.

KL/mf

WWW.NCDHHS.GOV  
TEL 919-707-5800 • FAX 919-870-4818  
LOCATION: 5601 SIX FORKS ROAD • RALEIGH, NC 27609  
MAILING ADDRESS: 5601 SIX FORKS ROAD • 1914 MAIL SERVICE CENTER • RALEIGH, NC 27699-1914  
AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER



*Consent Agenda -- CRS Annual Reports*

**Description**

Attached with this cover sheet are copies of annual updates to the Community Rating System Program for Public Information outreach activities and an update to the Repetitive Loss Area Analysis report. These updates are required as part of the annual CRS recertification I must complete. The CRS program requires that the reports be provided to the elected officials. There is no required action on the Board's part I just have to verify submission to the Board as part of the consent agenda.

**Board Action Requested**

Information item only

**Item Presenter**

Donna Creef, Planning Director

# Program for Public Information (PPI)

## Annual Evaluation Report

**Community(s):** County of Dare , North Carolina

**Name of PPI:** Dare County – Town of Manteo Program for Public Information

**Submitted by:** Donna Creef, Dare County Planning Director

**Email:** [donnac@darenc.com](mailto:donnac@darenc.com)

**Date of Report:** 7-2-2018

**Date Report sent to Governing Body(s):** 7-16-2018

1. **Date of the annual PPI committee meeting for this evaluation:** April 9, 2018, summary attached

2. **List of committee members that attended the annual PPI committee meeting above:**

Donna Creef, Dorothy Hester, Drew Pearson, Hal Goodman, Stephanie Walker, Willo Kelly, John Deboy, John Finelli, Beth Midgett, David Joyner Fletcher Willey

3. **List the Priority audiences for your community:** X zone property owners, potential purchasers, tenants, oceanfront owners, repetitive loss property owners, all property owners in flood plain.

4. **List the Topics and associated messages with the desired outcomes for each message:**

Importance of flood insurance, other risks besides those on FIRMs, -- “Low Risk is not Not Risk” -- increased awareness of flood risks and importance of flood insurance for all property owners especially those in X zones.

5. **List the projects in the PPI used to convey the above messages:** see attached matrix for list of outreach activities
  
6. **List which projects were implemented for this reporting period:** see attached matrix for outreach activities
  
7. **List why some projects were not implemented (if any):**
  
8. **List what progress was made toward the desired outcomes:** coordinated efforts with all local towns on Low Risk is not No Risk campaign, new webpage for [OBXfloodmaps.com](http://OBXfloodmaps.com)
  
9. **List what should be changed (if anything). This should include what messages, outcomes and projects should be revised or dropped and what new ones should be initiated.** The Low Risk is Not No Risk is county-wide campaign that will be focus of outreach over the next two years due to impeding adoption of flood maps that dramatically decrease amount of area in flood zones although these areas may have flooded in past.

## April 9, 2018 CRS PPI Committee Meeting

### Participants

Dare County: Donna Creef, Dorothy Hester, Drew Pearson

Manteo: Hal Goodman,

Stakeholders: Stephanie Walker, Willo Kelly, John Deboy, John Finelli, Beth Midgett, David Joyner, Fletcher Willey

Creef opened the meeting at 3:00 pm.

She updated the group on the latest information from the State about the preliminary flood maps. The State indicated Dare County should soon receive the revised preliminary maps for review and comment. Hopefully, next year this time we will be in the 6-month adoption period. She has been meeting with the local planners and it is the goal of the group to have the model ordinance ready for adoption once we get the notice from FEMA of the effective date of the new maps.

### County-wide Marketing Campaign

All of the local planners have been meeting since the summer of 2017. A slogan of Low Risk is Not No Risk has been selected for community-wide CRS outreach activities. Creef shared the logo and taglines with the group and the brochure developed for our CRS outreach activities. Creef is meeting with a group of brokers on April 18 and hopes to get them to agree to display the brochures in their offices. Willey suggested that Creef contact the local insurance agencies and ask them to display the brochure also. The new webpage – OBXfloodmaps.com was briefly discussed by Creef. The group discussed marketing campaigns and Creef shared the proposed slogans discussed by the Planners group. Kelly asked if the Outer Banks Realtors could link to the website, Hester responded yes. Kelly indicated that the local realtors had recently completed a survey and the new flood maps was one of the issues identified as an important issue.

### Local Elevation Standard

Creef briefed the group on the work underway for adoption of a local elevation standard for X zones and Shaded X zones. The local planners group has been in discussions about this standard and it appears most of the local government are in agreement with the concept although a couple of the towns may use a higher elevation and regulate to Hurricane Matthew flood levels. Creef indicated she had looked at old FIRMS for Dare County and 8 feet seems to be a good starting point for discussion. How to address the other components such as substantial improvements, use of elevation certificates, flood vents etc. in the Shaded X and X zones has also been discussed. The topic of substantial improvements is the issue that the group is struggling with the most. Goodman asked about conversions of areas below the first floor living areas that will be rendered above the base flood with the new maps. Creef stated the conversion of such areas would not be permitted unless it could be done so in compliance with the local elevation standard.



Pearson stated at the recent National Hurricane Conference, there were two presentations about rapidly intensifying storms. He suggested 8 feet might not be high enough for the local standard. There was some general discussion about regulating to Hurricane Matthew levels and if that was appropriate.

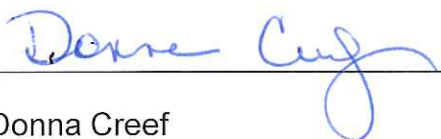
Kelly questioned if there was any discussion at the hurricane conference about the sinking of land relative to sea level rise. Pearson said he was not aware of any.

Willey indicated the local elevation standard was the right direction for local governments. It was a local solution to a state mapping error. Kelly indicated that once the local standards are adopted that it will be worthy of media coverage due to the unique cooperation between the homebuilders and local government. Creef agreed.

Kelly noted that the federal government had re-authorized the national flood insurance program until July 31, 2018.

Creef thanked everyone for their time and indicated she would keep them informed of the flood maps status.

The meeting ended at 3:45 pm.

  
\_\_\_\_\_

Donna Creef

  
\_\_\_\_\_

Date

**TOPIC #1 KNOW YOUR FLOOD HAZARD**  
**MESSAGE A:** Find out the flood hazard for the area where you live  
**MESSAGE B:** Mother Nature doesn't follow a map.  
**MESSAGE C:** Be aware – Flooding can occur at any time of year.

Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants	Increase in number of map information inquiries	Map info service and financial assistance advice offered by local governments.	Dare and Manteo Planning	Continuous	Outer Banks Homebuilders
Seasonal workers	Increased awareness of vulnerability of area to flooding hazards	Direct mailings on flood hazards and erosion hazards – (RL area residents, oceanfront property owners)	Dare Planning	June 2018	Outer Banks Association of Realtors
Prospective real estate buyers	Increased awareness of fact that flooding in Dare County is influenced by winds and flooding can occur at any time depending on wind conditions.	Presentations to civic and neighborhood groups	Dare Planning	April 18, 2018 and as invited	
Repetitive loss area residents		Govt TV programming of flood videos developed by Dare County – public services announcements of Low Risk is Not No Risk	Public Relations	April 2018	
Potential flood insurance buyers		Developed new webpage – OBXfloodmaps.com - launched April 2018	Dare Planning		
SFHA residents		Developed Low Risk is Not No Risk Brochure	Dare Planning and other towns in Dare	Displayed year-round	Brochure given to local insurance agents and realtors, displayed in office and used in mailings
Community at large		Development of press packet of information for release to local media as needed depending on conditions and events.	Dare Planning	Updated for 2018 season if needed	

**TOPIC #2 INSURE YOUR PROPERTY FOR YOUR FLOOD HAZARD**  
**MESSAGE A: Don't rely on your landlord to cover your losses --flood insurance for renters is available**  
**MESSAGE B: Protect your property today against future flood losses.**

Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round residential and commercial tenants	Increase in number of tenant flood insurance policies	Presentations to civic and neighborhood groups	Planning	April 2018, June 2018 .	Insurance representatives
Potential Flood Insurer Purchasers	Increase in number of flood insurance policies in force in Dare and Manteo	Govt TV programming of flood videos developed by Dare County – public services announcements of Low Risk is Not No Risk	Public Relations	End of each month	Outer Banks Chamber of Commerce
SFHA Residents		Monthly mailings to new lot purchasers -- FEMA brochure and LRNR brochure. Based on review of land transfers.	Planning		
		Developed Low Risk is Not No Risk Brochure	Planning	April 2018	
		Display NFIP brochures in County and Town offices; local libraries; local retailers and stakeholders offices	Planning	Year-round	
		Develop press packet as needed depending on conditions and events.	Public Relations	June 2018	
		Show videos on local govt channel, post information on Dare webpage.	Public Relations	May 2018 and thru hurricane season.	

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**TOPIC #3 PROTECT PEOPLE FROM THE HAZARD**  
**MESSAGE A:—After a flood, follow proper safety precautions before using your food, water, wastewater system and utilities.**  
**MESSAGE B: Prepare a response plan.**

Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders				
Year-round tenants	Public health measures will be publicized to ensure the community is aware of any health risks after an event.	Presentations to civic and neighborhood groups on preparedness activities.	Planning and Emergency Management	May June 2018	Property mgmt. agencies				
Seasonal workers									
Repetitive loss area residents	Increased awareness of what families or others should do to prepare for emergency events.	Presentations to international students	Emergency Mgmt	Every Tuesday in May, June July 2018	Local homeowners associations				
SFHA Residents									
Community at large						Govt TV programming and webpage awareness and preparedness tasks.	Public Relations	May 2018 and throughout hurricane season	Outer Banks Chamber of Commerce
						Insert in local newspaper	Public Relations and Emergency Mgmt	May 30, 2018	Outer Banks Association of Realtors
	Display NFIP brochures in County and Town offices; local libraries, local retailers and stakeholders offices.	Planning	Displayed year-round						
	Developed OBXfloodmaps.com and LRNR campaign	Planning	April 2018						

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**TOPIC #4 PROTECT YOUR PROPERTY FROM THE HAZARD**  
**MESSAGE A: Don't walk or drive through flooded streets or flood waters**    **MESSAGE B: Check your propane gas tanks**  
**MESSAGE C: Make an inventory of important documents and possessions**

Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants Seasonal workers	Decrease in number of stranded vehicles during and after flood events	Presentations to civic and neighborhood groups on preparedness activities.	Planning and Emergency Management	April, May June 2018	Outer Banks Chamber Outer Banks Association of Realtors
Repetitive loss area residents SFHA residents	Decrease in the number of propane tanks that float away during a flood.	Govt TV programming and webpage awareness and preparedness tasks.	Public Relations	May 2018 and thru hurricane season	
Community at large	Awareness of need for inventory of possessions and documents	Insert in local newspaper	Public Relations and . Emergency Mgmt	May 30, 2018	
		Display NFIP brochures in County and Town offices; local libraries, local retailers and stakeholders offices.	Planning	Displayed year-round	
		Developed OBXfloodmaps.com and LRNR campaign	Planning	April 2018	
		Development of press packet of information for release to local media as needed depending on conditions and events.	Planning	Updated May 2018	

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<b>TOPIC #4 PROTECT YOUR PROPERTY FROM THE HAZARD</b> <b>MESSAGE D : Mitigate when possible. Retrofit or elevate to reduce losses.</b> <b>MESSAGE E: Keep your flood vents open.</b>					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Repetitive loss area residents Potential flood insurance buyers SFHA residents Community at large	Increase in number of elevated structures or other mitigation actions to reduce flood losses.  Increase in inquiries to staff about potential actions to mitigate future losses, such as flood vents, elevation of equipment.	Direct mailing to RL properties about mitigation actions and property protection.  OBXfloodmaps.com and Planning webpage on mitigation techniques and importance of flood vents  Developed OBXfloodmaps.com and LRNR campaign  Development of press packet of information for release to local media as needed depending on conditions and events.	Planning  Planning  Planning  Planning	June 2018  Year-round  April 2018  Packet developed in August 2015 and updated for 2018 season	Outer Banks Homebuilders Association  Local homeowners association  Local real estate and property mgmt. firms

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<b>TOPIC #6 PROTECT NATURAL FLOODPLAIN FUNCTIONS</b> <b>MESSAGE A: Don't dump trash or storm debris in ditches and canals</b> <b>MESSAGE B: Only rain down the drain!</b> <b>MESSAGE C: Wetlands are important</b>					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants	Increased awareness of importance of wetlands for water quality, fisheries development, and floodplain development.	Presentations to civic and neighborhood groups on natural functions of resources.	Soil and Water	April, June 2018	Dare County Soil and Water Conservation Board
Repetitive loss area residents					
SFHA residents		Mailings to oceanfront property owns	Planning	May 2018	
Community at large		Developed OBXfloodmaps.com and LRNR campaign	Planning	April 2018	
		Awareness campaign at local schools on functions of wetlands and their role in the natural environment -- 5 <sup>th</sup> grade bookmark contest	Soil and Water Conservation	March 2018	

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**TOPIC #7 KNOW YOUR FLOOD HAZARD BEFORE YOU BUY**  
**MESSAGE A: Check Before You Buy**

Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Prospective real estate buyers  Potential flood insurance buyers	Increase in number of contacts to Planning offices about flood hazards from potential buyers  Increase in number of flood insurance policies	Govt TV programming of flood videos developed by Dare County – public services announcements of Low Risk is Not No Risk  Developed new webpage – OBXfloodmaps.com - launched April 2018  Developed Low Risk is Not No Risk Brochure, asked local realtors to display and distribute brochures to their clients  Mailing to new purchases of property based on review of land transfers	Planning  Planning  Planning  Planning	April 2018 and during hurricane season  April 2018  April 2018  2018 – monthly	Insurance representatives  Outer Banks Association of Realtors

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**TOPIC #8 HURRICANE PREPAREDNESS AND RECOVERY**  
**MESSAGE A: Evacuate when advised to do so by officials and return when authorized to do so.**  
**MESSAGE B: Stay home so officials can do their job to assess conditions .**  
**MESSAGE C. Learn about storm surge**  
**MESSAGE D: Make a checklist of pre-storm activities**  
**MESSAGE E: Complete recovery efforts and debris removal as instructed by local officials.**

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Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants	Awareness of evacuation orders if issued	Presentations to civic and neighborhood groups.	Emergency Management,	On -going and more frequently during storm events	
Seasonal workers	Awareness of re-entry orders when issued	Govt TV programming on hurricane preparedness and recovery efforts,	Public Relations		
Repetitive loss area residents		Use of County’s webpage and other social media to disseminate information on general topics and as needed during events	Public Relations	During hurricane season	
SFHA residents		Insert in local newspaper – 5500 copies	Emergency Mgmt.	May 30, 2018	
Community at large		Link to National Hurricane Center on the Emergency Mgmt webpage about storm surge and its potential impacts.	Emergency Mgmt.	Year-round	



## 2018 EVALUATION OF COVERAGE IMPROVEMENT

The 2015 Program for Public Information contained a flood insurance analysis and recommendations for flood insurance coverage. The PPI analyzed flood insurance coverage as of December 31, 2014 as summarized in the following tables:

Table 1 Insurance Occupancy – Policy Breakdown Summary

Occupancy	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
Residential	9139	\$5,490,802	\$2,188,062,500	\$239,420
Non-residential	563	\$908,363	\$183,665,300	\$326,226
<b>TOTAL</b>	<b>9702</b>	<b>\$6,399,064</b>	<b>\$2,371,727,800</b>	<b>\$244,458</b>

Table 2 Insurance Occupancy – Policy Breakdown Detail

Occupancy	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
Residential – SF	8183	\$5,177,800	\$2,038,023,700	\$250,433
All other residential	956	\$312,901	\$150,038,800	\$144,605
Total Residential	9139	\$5,490,802	\$2,188,062,500	\$239,420
Non-residential	563	\$908,363	\$183,665,300	\$326,226
<b>TOTAL</b>	<b>9702</b>	<b>\$6,399,064</b>	<b>\$2,371,727,800</b>	<b>\$244,458</b>

Table 3 Insurance Zone – Policy Breakdown

Flood Zone	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
AE	8490	\$5,153,609	\$2,071,769,400	\$244,025
VE	150	\$449,553	\$31,431,600	\$209,544
X	1062	\$795,902	\$268,526,800	\$252,850
<b>TOTAL</b>	<b>9702</b>	<b>\$6,399,064</b>	<b>\$2,371,727,800</b>	

Table 4 Insurance Zone – Policy Breakdown – Pre-FIRM

Flood Zone	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
AE	1205	\$1,337,137	\$234,240,400	\$194,390
VE	62	\$165,705	\$10,383,500	\$167,476
X	100	\$113,885	\$27,515,600	\$275,156
<b>TOTAL</b>	<b>1367</b>	<b>\$1,616,727</b>	<b>\$272,139,500</b>	

Table 5 Insurance Zone – Policy Breakdown – Post-FIRM

Flood Zone	Policies	Total	Insurance	Average
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	<b>in Force</b>	<b>Premiums</b>	<b>In Force</b>	<b>Coverage</b>
AE	7284	\$2,815,108	\$1,837,504,000	\$252,266
VE	88	\$283,848	\$21,048,100	\$239,183
X	962	\$682,017	\$241,011,200	\$250,531
<b>TOTAL</b>	<b>8334</b>	<b>\$3,780,973</b>	<b>\$2,099,563,300</b>	

Table 6 Insurance in Force vs. Total Number of Buildings

<b>Occupancy</b>	<b>Policies in Force</b>	<b>Buildings in Unincorporated Dare</b>	<b>Percentage of Coverage</b>
Residential -SF	8183	10515	78%
Other Residential	956	1641	58%
Non-residential	563	802	70%
<b>TOTAL</b>	<b>9702</b>	<b>12958</b>	

The 2015 PPI recommended outreach activities to result in a 5% increase in all categories (1-family residential, other residential and non-residential) of flood insurance policies.

As part of the 2018 CRS recertification, an analysis of flood insurance coverage of policies as of 3-3-2017 was completed. The following tables summarize this analysis:

Table 1 Insurance Occupancy – Policy Breakdown Summary

<b>Occupancy</b>	<b>Policies in Force</b>	<b>Total Premiums</b>	<b>Insurance In Force</b>	<b>Average Coverage</b>
Residential	8441	\$5,211,404	\$2,046,062,300	\$242,395
Non-residential	532	\$898,268	\$175,373,900	\$329,650
<b>TOTAL</b>	<b>8973</b>	<b>\$6,109,672</b>	<b>\$2,221,436,200</b>	<b>\$247,569</b>

Table 2 Insurance Occupancy – Policy Breakdown Detail

<b>Occupancy</b>	<b>Policies in Force</b>	<b>Total Premiums</b>	<b>Insurance In Force</b>	<b>Average Coverage</b>
Residential – SF	7634	\$4,919,904	\$1,913,300,800	\$250,629
All other residential	807	\$291,500	\$132,761,500	\$164,512
Total Residential	8441	\$5,211,404	\$2,046,062,300	\$242,395
Non-residential	532	\$898,268	\$175,373,900	\$329,650
<b>TOTAL</b>	<b>8973</b>	<b>\$6,109,672</b>	<b>\$2,221,436,200</b>	<b>\$247,569</b>

Table 3 Insurance Zone – Policy Breakdown

Flood Zone	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
AE	8079	\$5,095,956	\$2,019,428,300	\$249,960
VE	142	\$430,277	\$31,356,900	\$220,823
X	732	\$571,439	\$169,985,000	\$232,220
<b>TOTAL</b>	<b>8953*</b>	<b>\$6,097,672</b>	<b>\$2,220,770,200</b>	<b>\$247,569</b>

Numbers from FEMA include a discrepancy in overall policies

Table 4 Insurance Zone – Policy Breakdown – Pre-FIRM

Flood Zone	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
AE	1106	\$1,267,617	\$216,424,600	\$195,682
VE	38	\$105,981	\$6,253,100	\$164,555
X	75	\$90,729	\$21,975,300	\$293,004
<b>TOTAL</b>	<b>1219</b>	<b>\$1,464,327</b>	<b>\$244,653,000</b>	<b>\$200,700</b>

Table 5 Insurance Zone – Policy Breakdown – Post-FIRM

Flood Zone	Policies in Force	Total Premiums	Insurance In Force	Average Coverage
AE	6972	\$3,828,969	\$1,802,978,700	\$258,603
VE	104	\$324,296	\$25,103,800	\$241,383
X	657	\$480,710	\$148,009,700	\$225,280
<b>TOTAL</b>	<b>7733</b>	<b>\$4,633,975</b>	<b>\$1,976,092,200</b>	<b>\$255,540</b>

Table 6 Insurance in Force vs. Total Number of Buildings

Occupancy	Policies in Force	Buildings in Unincorporated Dare	Percentage of Coverage
Residential –SF	7634	10853	70%
Other Residential	807	1599	50%
Non-residential	532	867	61%
<b>TOTAL</b>	<b>8973</b>	<b>13319</b>	

### Conclusions

The 2015 PPI identified goal of a 5% increase in the number of flood insurance policies for Dare County has not been reached. Based on the analysis of the 12-31-2014 data, there were a total of 9702 policies. This number dropped in 2017 to 8973 policies, a difference of 729 policies or an 7.6% decrease. Coverage in all sectors (sf residential,

other residential and non-residential) all experienced similar drops in the number of policies in force and for both Pre-FIRM and Post-FIRM structures. The 2014 figures indicate a total of 1367 policies which decreased to 1219 in 2017. There was a total of 8334 Post-FIRM structures in 2014 and only 7733 in 2017, a difference of 601 policies. Despite the decrease in the number of policies, the Dare County PPI will continue to emphasize the importance of flood insurance to help mitigate the costs of flood hazards. This continued outreach strategy was the impetus for the Low Risk if Not No Risk campaign undertaken by Dare County and its local municipalities in 2018.

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Donna Creef

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Date

CRS Activity 510

Progress Report on Implementation of Credited Plan

Date this Report was Prepared: 7-2-2018

Name of Community: County of Dare, North Carolina

Name of Plan: Dare County Repetitive Loss Area Analysis

Date of Adoption of Plan: December 7, 2015

5 Year CRS Expiration Date: December 2020

1. How can a copy of the original plan or area analysis report be obtained:  
*Contact Dare County Planning to request a copy, can be provided digital copy or print copy as needed.*
  
2. Describe how this evaluation report was prepared and how it was submitted to the governing body, released to the media, and made available to the public:  
*Report was submitted to Board of Commissioners as part of consent agenda on July 16, 2018. Released to media as part of board packet. Planning Director forwarded a copy of report to Dan Brubaker on July 5, 2018.*
  
3. Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:  
*See attached evaluation report*
  
4. Discuss why any objectives were not reached or why implementation is behind schedule:  
*Objectives being met*
  
5. What are the recommendations for new projects or revised recommendations?  
*No new projects recommended*



## 2018 RLAA PROGRESS REPORT

The 2015 Repetitive Loss Area Analysis included several recommended actions. The Dare County Planning Department has reviewed these recommendations and updated the status of each recommendation as follows:

**Recommended Action #1:** Continued enforcement of the Dare County Flood Damage Prevention Ordinance, Zoning Ordinance, and Subdivision Ordinance to regulate and manage development in special flood hazards areas. This includes enforcement of the 1-foot freeboard for new construction.

Responsible Agency: Dare County Planning Department

Funding: General fund appropriations through annual budget process

Status: On-going. Enforced on new construction and all substantial improvements.

**Recommended Action #2** Continued participation in the local permit officer (LPO) program of the Coastal Area Management Act for protection of natural resources in the CAMA regulatory jurisdictions.

Responsible Agency: County Of Dare Planning Department

Funding: General fund appropriation through annual budget process

Status: On-going. Continue to serve as LPOs for development in unincorporated aDare County. .

**Recommended Action #3** Continued funding of a full-time emergency management department to address emergency response and recovery efforts. This includes the activation of the Dare County Control Group and the Dare County Support Group to oversee emergency situations as needed.

Responsible Agency: County of Dare

Funding: general fund appropriations through annul budget process

Status: Full time Emergency Management department in place with Dare County Control Group and Dare County Support Group meeting as needed during storm and emergency situations. .

**Recommended Action #4:** Update of the Dare County Flood Damage Prevention Ordinance in conjunction with the anticipated 2016 release of updated FIRMs for Dare County.

Responsible Agency: County of Dare Planning Department

Funding: general fund appropriation through annual budget process

Status: Pending -- monthly meetings with local planners to work on model ordinance. for adopting updated ordinance in conjunction with the new maps, tentative date winter/spring of 2019.

**Recommended Action #5:** Promotion of flood insurance coverage as identified in the Dare County Program for Public Information's annual outreach projects.

Responsible Agency: Dare County Planning Department

Funding: general fund appropriation through annual budget process

Status: On-going. County wide outreach campaign including the distribution of brochures and the creation of [www.obxfloodmaps.com](http://www.obxfloodmaps.com) which provides the community with information on flood zones, flood insurance coverage, and the adoption of the new maps. Letters mailed monthly to purchasers of new property owners advising them of flood risk and mitigation activities. Creation of Low Risk is Not No Risk outreach brochure that has been given to area realtors for distribution to their clients.

**Recommended Action #6:** Encourage business owners and property owners to prepare emergency response plans for storm preparedness, recovery and property protection measures. This can be implemented annually in conjunction with hurricane awareness activities.

Responsible Agency: Planning Department in conjunction with the Emergency Management and Public Information Departments

Funding: general fund appropriation through annual budget process

Status: Hurricane preparedness insert in local newspaper on May 30, 2018, 5500 copies.

**Recommended Action #7:** Encourage property owners to take measures to elevate HVAC systems to the designated flood levels and to retrofit ground level enclosures with flood vents as appropriate. Annual outreach activities can be used to implement this recommendation.

Responsible Agency: Planning Department

Funding: general fund appropriation through annual budget process

Status: On-going with the webpage updates and outreach information as attached. Outreach activities including letters to new property owners advising them of the flood hazards and measures to protect their property. Letters to oceanfront property owners regarding erosion and mitigation.

**Recommended Action #8:** Promotion of protection of natural oceanfront dune system thorough use of dune overwalks through the administration of CAMA LPO program.

Responsible Agency: Planning Department

Funding: general fund appropriation through annual budget process

Status: Mailers sent to oceanfront property owners on April 13, 2018 containing information of oceanfront erosion and mitigation

**Recommended Action #9:** Work with Dare County Soil and Water Conservation and other non-profit agencies such as the NC Coastal Federation to promote the use of low-impact stormwater development techniques at commercial sites.

Responsible Agency: Planning Department

Funding: general fund appropriation through annual budget process

Status: On-going through efforts of Dare Soil and Water through presentation to local civic groups and schools.

**Recommended Action #10:** Seek grant funding for ditch maintenance when funds are available from federal and state agencies following federally-declared disasters.

Responsible Agency: Planning Department

Funding: when available after federal disasters

Status: Grant funding associated with Hurricane Matthew to be used in fall of 2018 for ditch maintenance.

**Recommended Action #11:** Seek FEMA mitigation grant funds for elevation of homes of year-round residents when such funds after available after federally-declared disasters.

Responsible Agency: Planning Department and Emergency Management Department

Funding: when available after federal disasters

Status: Dare County applied for HMGP grants funds following Hurricane Matthew but did not receive any funds due to keen competition from other severely damaged areas of North Carolina. Elevation of 44 homes was completed in late 2017 with mitigation grant funding secured after Hurricane Irene.

**Recommended Action #12:** Annual contact with owners of repetitive loss structures as identified on FEMA's list. Such contact will include recommendations for on-site staff visits to identify possible mitigation measures for their individual properties.

Responsible Agency: Planning Department

Funding: general fund appropriation through annual budget process

Status: Mailers to property owners of repetitive loss structures and other properties in repetitive loss were sent out on May 21, 2018. A total of 1688 notices were mailed.



*Tax Collector's Report*

**Description**

June 2018 NCVTS Refunds over \$100

**Board Action Requested**

Approved

**Item Presenter**

Becky Huff, Tax Collector





# North Carolina Vehicle Tax System

JUNE 2018 REFUNDS OVER \$100

## NCVTS Pending Refund report

Report Date 7/5/2018 10:26:49 AM

Primary Owner	Secondary Owner	Address 1	Refund Reason	Create Date	Interest Change	Total Change
GWALTNEY, GERALD THOMAS	GWALTNEY, ETHEL KAYE	1512 MOORES POINT RD SUFFOLK, VA 23434	Tag Surrender	06/19/2018	\$0.00	(\$67.51)
					\$0.00	(\$43.10)
					\$0.00	(\$5.75)
					Refund	\$116.36
MCCLEASE, BETTY CAROL	MCCLEASE, JAMES ACTWOOD SR	101 JONES CIR MANTEO, NC 27954	Tag Surrender	06/08/2018	\$0.00	(\$525.22)
					\$0.00	(\$48.61)
					\$0.00	(\$115.10)
					Refund	\$688.93
MULLOY, ROBERT WARREN TETSUO		112 WAMPUM DR DUCK, NC 27949	Tag Surrender	06/26/2018	\$0.00	(\$333.05)
					\$0.00	(\$148.81)
					Refund	\$481.86
OWEN, ROBERT LEE	OWEN, ETHEL ANN	301 SAINT LOUIS ST KILL DEVIL HILLS, NC 27948	Tag Surrender	06/26/2018	\$0.00	(\$82.77)
					\$0.00	(\$73.32)
					Refund	\$156.09
					Refund Total	\$1443.24

Tax Jurisdiction	District Type	Net Change
C99	COUNTY	(\$1,008.55)
T07	CITY	(\$73.32)
T08	CITY	(\$43.10)
T08BN	CITY	(\$5.75)
T21	CITY	(\$148.81)
F51	FIRE	(\$48.61)
S99	SPECIAL	(\$115.10)
Total		(\$1,443.24)



*Arts Council Lease*

**Description**

Dare County published a notice on May 27th, 2018 informing the public that it plans to extend its lease of the Old Manteo Courthouse to the Dare County Arts Council. This lease shall have an annual payment of \$0 dollars and end on July 31st, 2025.

**Board Action Requested**

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

**Item Presenter**

Robert Outten - County Manager

**NORTH CAROLINA**

**DARE COUNTY**

**THIS LEASE**, made and entered into this 20th day of July, 2015 by and between County of Dare, (hereinafter "Landlord") and Dare County Arts Council, (hereinafter "Tenant");

**WITNESSETH :**

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

1. **Leased Premises.** The Leased Premises shall consist of all that lot or parcel of land and improvements thereon located in Dare County, North Carolina, together with all improvements thereon, and being more particularly described as: The Old Dare County Courthouse located on the corner of Budleigh Street and Queen Elizabeth Avenue, Manteo, NC
2. **Fixtures and Equipment.** In addition to the Leased Premises described above, Landlord shall let and lease unto Tenant all appliances, fixtures and equipment located within the leased premises. The premises are unfurnished.
3. **Term.** The term of this Lease shall commence on the 1st day of August, 2015 and terminate the 31st day of July, 2020.
4. **Rental.** Tenant shall be authorized to occupy the premises upon payment of all sums due under the terms of this lease as such sums become due and without the payment of further rent.

5. **Ad Valorem Taxes.** There are no ad valorem taxes upon the premises.
  
6. **Utilities.** Tenant shall be responsible for and pay all utility costs associated with the leased premises, including, but not limited to, electricity, water, sewer, telephone, internet services, solid waste, sanitation fees, and TV.
  
7. **Insurance and Indemnity.** Tenant shall indemnify and hold harmless Landlord against any and all liabilities loss, damage and expense incurred or suffered by Landlord as a result of failure of Tenant, its agents, or employees, to perform any covenant hereunder or for any accident, injury or damage to personal property occurring upon the Leased Premises from the Tenant's use or occupancy or activities upon the Leased Premises. Tenant shall at all times keep and maintain a policy of liability insurance with aggregate coverage of not less than \$2,000,000.00 and per occurrence limits of \$1,000,000.00. Dare County shall be named as an additional insured on such liability policy and such policy shall include language requiring that Dare County be notified in the event such insurance is cancelled or coverage for Dare County is otherwise terminated or modified. This provision shall survive cancellation, expiration, non renewal, recession or termination of this lease. On the 1<sup>st</sup> day of August each year and at any other time upon request of Landlord, Tenant shall provide Landlord with proof of insurance paid in full annually or of paid on other than an annual basis paid current.

Landlord, if desired, may obtain a fire, wind, hail, and extended coverage insurance policy or policies upon the building and improvements upon the premises, together with flood insurance if the property is located in a flood zone in which commercial lenders require flood insurance coverage. The amount of coverage for such polices of insurance shall be in an amount determined by Landlord and all benefits of such policy shall be the property of Landlord.

Tenant shall keep and maintain insurance on the contents of the building at tenant's expense.

8. **Repairs and Maintenance.** Landlord shall keep and maintain the exterior of the building, the roof, the grounds, and during the manufacturer's warranty period shall keep and maintain the HVAC. Tenant shall keep the demised premises in clean and sanitary condition and will keep and maintain all portions of the Leased Premises not maintained by landlord, including, but not limited to, the plumbing, electrical systems, sewage, HVAC (after the manufacturer's warranty period), fixtures, painted surfaces, equipment, windows, doors, glass, and all structures and improvements from time to time located therein in as good of repair as they are now in. Landlord shall have no maintenance responsibilities or costs except as provided in this paragraph.

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

10. **Use of the Premises.** Tenant shall be allowed to use the premises for the offices, galleries and ancillary uses of the Dare County Arts Council only. In no event shall Tenant store any hazardous waste upon the premises or engage in any unlawful activities.

11. **Mortgage.** Tenant agrees that the lease shall be subordinated to any loan or other obligation of Landlord, now or in the future, that would require the leased premises as collateral, without the necessity of Tenant's execution of a subordination agreement. Notwithstanding, in the event a subordination agreement is required by Landlord's lender, Tenant agrees to execute such agreement to subordinate this lease to the deed of trust or other encumbrance required by any such lender.



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

13. **Holdovers.** If Tenant shall continue possession after the end of the term of this Lease and such holdover is with the permission of the Landlord, the terms of this Lease shall continue to apply with the exception that the tenancy thus created may be terminated by either party by giving the other party not less than 20 days written notice of the date in which they intend to terminate this Lease.

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

**Landlord's address is:**

PO Box 100

Manteo, NC 27954

Attention: County Manager

**Tenant's address is:**

PO Box 2300

Manteo, NC 27954

15. **Sublease.** Tenant shall not be permitted to sublease any or all demised premises.
  
16. **Fire or Other Casualty.** In the event of a loss to the property by fire or any other casualty, Landlord shall have the option to repair the premises at its expense and continue the lease in full force and effect. Landlord shall also have the option to elect not to make such repairs in which event this Lease shall terminate and the parties shall have no other and further obligations to the other.
  
17. **Inspection of the Premises.** Landlord shall have the right to inspect the premises at reasonable times during the term of this lease. Landlord shall give Tenant reasonable notice of his intention to make such an inspection.
  
18. **Quiet Enjoyment.** Subject to the other provisions of this Lease, Landlord covenants that Tenant shall be allowed to peaceably and quietly enjoy the Leased premises for the term of this Lease without hindrance or interruption by Landlord or any other person or entity claiming by or through Landlord.

19. **Warranties.** Landlord warrants that it is the owner of the Leased premises and has the right, title, interest, and authority to lease the premises unto Tenant and makes no other warranties.

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

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

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

**Landlord: County of Dare**

\_\_\_\_\_ (SEAL)  
County Manager

**Tenant: Dare County Arts Council, Inc.**

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



Board Appointments

**Description**

The Dare County Board of Commissioners will consider the following Board Appointments:

Airport Authority, East Lake Community Center Board, Game and Wildlife Commission, Library Board - East Albemarle Region, Parks and Recreation Advisory Council, Veteran's Advisory Council, Wanchese Community Center Board

Complete information about the appointments appear after this page.

Upcoming Board Appointments for the next three months are listed at the end.

**Board Action Requested**

Make Board Appointments and Announce Upcoming Appointments

**Item Presenter**

Robert Outten, County Manager

## **Board Appointments – July 16, 2018**

### **Airport Authority**

- The following terms expire this month:  
Charles Davidson and Jack Shea
- Both would like to be reappointed.
- Applications have been received from:  
Terrence McGinnis, A. Gordon (Don) Milbrath, William J. Overman, Jr.,  
Nathaniel Sanderson

### **East Lake Community Center Board**

- The following term expires this month: Rosemarie Doshier
- She would like to be reappointed.

### **Game and Wildlife Commission**

- The following terms expire this month:  
Phil Haywood, Dr. Andrew F. Horne, Phil Sawyer, Harvey Scarborough, Jr.
- Phil Haywood, Dr. Andrew F. Horne and Harvey Scarborough, Jr. would like to be reappointed.
- Phil Sawyer has resigned.
- Applications have been received from:  
Ralph Shaylor Meekins, Kenneith Pekrun, Jr., James R. (Buddy) Shelton, Cameron Whitaker

### **Library Board – East Albemarle Region**

- The term of Elizabeth Gaimel expires this month.
- She would like to be reappointed.
- There is also another vacancy on the board.
- No applications have been received.

### **Parks and Recreation Advisory Council**

- The following terms expire this month:  
Anita Bills, Willer Spencer, Kathy Carden, Scott Midgette, Eddie Twyne,  
Keletta Govan, Kelli Harmon
- Anita Bills, Willer Spencer, Eddie Twyne and Kelli Harmon would like to be reappointed.
- Scott Midgette does not want to be reappointed.
- Staff reports that Keletta Govan is no longer on the Council



- There are also several ongoing vacancies.
- Parks and Recreation Advisory Council staff requests the following:
  - Reappoint Anita Bills, Willer Spencer, Kathy Carden, Eddie Twyne, Kelli Harmon
  - Appoint Stephanie J. Harkness-Moxley, Robert Parrish, Amanda Hooper Walters
- The Council will be recruiting applicants for the remaining vacancies.
- Applications have been received from:
  - Lynette Ford, Vanzolla McMurrin, Stephanie J. Harkness-Moxley, Robert Parrish, Amanda Hooper Walters

**Veteran’s Advisory Council**

- Carl Reiber has resigned.
- The Veteran’s Advisory Council recommends Steve Goodheart be appointed to fill the vacancy.
- Applications have been received from: George Berry, Steve Goodheart, Michael Keating, William J. Overman, Jr.

**Wanchese Community Center Board**

- The following terms expire this month: Joyce Meekins and Robert Walton
- Both would like to be reappointed.

**UPCOMING BOARD APPOINTMENTS**

<b>August 2018</b>	ABC Board Airport Authority Dare County Center Advisory Board
<b>September 2018</b>	Health and Human Services Board
<b>October 2018</b>	Parks and Recreation Advisory Council



*Airport Authority*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

July 2018

**BOARD APPOINTMENT**

**AIRPORT AUTHORITY**

(Four Year Term)

**The Airport Authority Board is responsible for maintaining and operating airports owned by the Authority or Dare County. They provide air transportation services to the aviation traveling public and other aviation related services.**

**The following terms expire this month:**

**Charles Davidson**

(Current Term 7/15-7/18)

(Originally Apptd. 7/15)

**Jack Shea**

(Current Term 4/15-7/18)

(Originally Apptd. 10/13)

Both would like to be reappointed.

Applications have been received from:

Terrence McGinnis

A. Gordon (Don) Milbrath

William J. Overman, Jr.

Nathaniel H. Sanderson

Other Members:  
See attached list

### APPLICATION FOR APPOINTMENT TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Rhonda Creef, Dare County Deputy Clerk to the Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312.

Advisory Board or Committee interested in:

1<sup>st</sup> choice Airport Authority Committee

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name: Terrence T. McGinnis

Address: 121 For Hugar Way

City/State/Zip Manteo, NC 27954

Telephone Home: (252) 473-5718

Business: (252) 480-8888

Resident of Dare County:  yes  no

Occupation: School Administrator

Business Address: 3020 S. Wrightsville Ave, Nags Head, NC 27959

Educational background:

1979 Bachelor of Arts Sociology, Towson State University, Baltimore MD

1991 Elementary Education Certification, East Carolina University, Greenville NC

1996 Master of Arts Education Administration and Supervision, East Carolina University  
Greenville NC

Business and civic experience and skills:

Manteo Lions Club, 1988-1994 (Past President)

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

None

Expiration Date of Terms: Not applicable

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
Trip Hobbs	Dare County Schools	3020 S. Wrightsville Ave, Nags Head, NC	252 480-8888
Troy Haupt	Outer Banks Hospital	4800 S. Croatan Hwy, Nags Head, NC	252 475-3953
Teresa Osborne	Dowdy & Osborne	103 W. Wood Hill Dr., Nags Head, NC	252 449-4404

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

Date: 2/3/15 Signature of applicant: [Handwritten Signature]

FOR OFFICE USE ONLY:

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

Date forwarded to County Commissioners: \_\_\_\_\_



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice Airport Authority

2<sup>nd</sup> choice Waterways Commission

3<sup>rd</sup> choice Planning Board

Name A. Gordon (Don) Milbrath

Address 2711 S. Virginia Dare Trail

City/State/Zip Nags Head NC 27959

Email Address milbrathdon@gmail.com

Telephone Home: 252/441-2108

Business: 303/908-1579

Resident of Dare County:  yes  no

Occupation: Consultant/Restaurateur

Business Address: Colorado

Educational background:

BS In Business Admin, UNC at Chapel Hill

numerous graduate level courses incl. National Defense Unisversity, Naval War College

Business and civic experience and skills:

resume available upon request. Chairman Greenwood Village (CO)

Planning Board, President, Special Tax District (CO)

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

**Nags Head Board of Adjustments**

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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

**Charles Evans, Attorney, Manteo, 252/256-0545**

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**Melanie Smith, Business Owner, Kill Devil Hills, 252/441-5418**

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**Kevin Zorc, Fire Chief, Nags Head, 252/441-5909**

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

Date: 9/20/17      Signature of applicant: A. Gordon Mitchell

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FOR OFFICE USE ONLY:

Date received: 9/20/17

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Airport Authority

2<sup>nd</sup> choice Planning Board

3<sup>rd</sup> choice Veterans Advisory Council

Name William J. Overman, Jr.

Address 110 Puddle Lane

City/State/Zip Manteo, NC 27954-9595

Email Address four6ranch@earthlink.net

Telephone Home: 252-473-2126

Business: —

Resident of Dare County:  yes  no

Occupation: Retired U.S. Navy

Business Address: —

Educational background:

B.S. Wake Forest University

Post Grad U of Pitt

Business and civic experience and skills:

Airport Authority early 2000s

Albemarle Commission

First Fit Society Bd 20 YRS

1st Fit Military Officers Ass. (MOAA) Local Chapter 4 YRS Pres

MOAA State President & Bd of Directors

4th Branch Bd (Federal Co-Chair)

Boy Scouts

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

NONE

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>CLARENCE SKINNER</u>			
<u>DR. CHARLES DAVIDSON</u>			
<u>DAY WHEELER</u>			

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

Date: 1/26/17 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 1/26/17

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice HEALTH & HUMAN SERVICES

2<sup>nd</sup> choice ABC BOARD

3<sup>rd</sup> choice AIRPORT BOARD

Name NATHANIEL H. SANDERSON

Address 136 PARTIDGE TRAIL

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

Email Address NAT SANDERSON3@gmail.com

Telephone Home: 252-441-5438

Business: CELL 252-216-827<sup>8727</sup>

Resident of Dare County:  yes  no

Occupation: RETIRED

Business Address: —

Educational background:

JOSEPH P. KNAPP HS

OLD DOMINION UNIV

Business and civic experience and skills:

DIRECTOR DARE CO. EMERGENCY MAN (22 YRS)

CHAIRMAN DARE COMMUNITY CRIMELINE (20 YRS)

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

N/A

REFERENCES

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

Name	Business/Occupation	Address	Telephone
CLARENCE SKINNER	RETIRED	116 GARETH CIR MANTO	252-473-3888
BOBBY OUTTEN	DARE CO. MANAGER	PO BOX 1000 MANTO	252-202-9540
WAYNE GRAY	RETIRED USCG	123 OAK KNOLL DR NAGS HEAD	252-216-2175

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

Date: 8-27-15 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

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



**AIRPORT AUTHORITY**

(Four Year Term)

**The Airport Authority's mission is to manage the operation, maintenance and improvement of air services and facilities for the use, convenience, and benefit of the air traveling public.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
George Henderson, Sec. P.O. Box 606 Manteo, NC 27954 473-2791	7-19	Reapptd. 7-87 91,95,99,03, 07,11,15
Joseph Blakaitis P.O. Box 8212 Duck, NC 27949 261-7513 (H), 973-723-4434 (C)	7-19	Apptd. 7-15
George H. Wood 224 Colington Ridge Kill Devil Hills, NC 27948 441-0239	7-19	Apptd. 11-01 Reapptd. 7-03, 07,11,15
**Wally Overman 549 Skyco Rd. Manteo, NC 27954 473-3433	4-22	Apptd. 1/15 Reapptd. 4/18
<b>Charles Davidson</b> 3618 Old Nags Head Woods Rd. Nags Head, NC 27959 715-0662 (H), 548-9141 (C) (Commissioner Appointee)	7-18	Apptd. 7-15
Fred Newberry 267 N. Dogwood Trail Southern Shores, NC 27949 252-564-5108 (H)	8-18	Apptd. 1-16
David Twiddy, V. Ch. 104 Weir Point Dr. Manteo, NC 27954	7-19	Apptd. 6-13 Reapptd. 7-15

William Pope  
4108 Lindbergh Ave.  
Kitty Hawk, NC 27949  
255-0834 (H)

4-19

Apptd. 4-15

**Comm. Jack Shea, Treas**  
290 Wax Myrtle Trail  
Southern Shores, NC 27949  
261-4158

7-18

Apptd. 10/13  
Reapptd. 4/15

**Notes:**

Meeting Date – 4<sup>th</sup> Weds. Of each month, 7:00 p.m. at the Dare County Airport

\*\* denotes Commissioner Representative

Louise Dollard replaced Clarence Skinner who resigned 8/86.  
John Watkins replaced Dwight Wheless who resigned 4/87.  
Phelpie Edmondson resigned 8/86.  
Russell Langley replaced Orman Mann who resigned 10/84.  
Tommie Gray replaced Russell Langley who resigned 8/86.  
Ellis Gray, Jr. replaced Lionel Shannon who resigned 3/87.  
Phil Olear replaced Ellis Gray who resigned 2/90.  
Charles Elms replaced Jim Welch who resigned 2/90.  
William D. Smith replaced Ken Mann who resigned 2/90.  
Lester Scarborough replaced Phil Olear ?.  
Louise Dollard replaced Harold Gray?.  
Clarence Skinner replaced Sonny Ambrose 1/93.  
Sammy Smith replaced Lester Scarborough?.  
Glenn Futrell replaced Charles Elms 12/93.  
Paul Breaux replaced Mearl Meekins 3/94.  
Al Jones replaced R.D. Sawyer, Jr. 4/94.  
Davis Balance replaced John Watkins 4/94.  
Charles Davidson replaced Louise Dollard 8/94.  
Dwight Burrus replaced Paul Breaux 8/94.  
Jack Overman replaced Dwight Burrus 2/96.  
Eugene Thomas replaced Davis Balance 10/96.  
Alvin Hibbs replaced Clarence Skinner 2/94.  
Jay Wheless replaced Glenn Futrell?.  
Richard Johnson replaced Sammy Smith 4/99.  
Olin Davis replaced Al Jones 7/99.  
Warren Judge replaced Richard Mapp 7/99.  
Connie Brothers replaced Eugene Thomas 2/01.  
Linda Willey filled unexpired term of Warren Judge 2/01.  
Bill Plyler filled unexpired term of Olin Davis 11/01.  
George Wood filled unexpired term Alvin Hibbs 11/01.  
Jack Shea replaced Jack Overman 7/02.  
David Jack Kenny filled unexpired term of Bill Plyler 1/06.

Steven C. Evans filled seat left vacant by Jay Wheless 4/07.  
Jon David Harden replaced Connie Brothers 4/07.  
Dwight Burrus filled unexpired term of David Jack Kenny 1/08.  
Phelpie Edmondson apptd to fill unexpired term of David Harden (resigned1/11) 4/11.  
Ali Breaux replaced Steven Evans 8/11.  
Deke Bolte filled unexpired term of Dr. Charles Davidson 6/13.  
David Twiddy filled unexpired term of Ali Breaux 6/13.  
10/13 - Comm. Jack Shea was appointed as the Commissioner representative to fill the unexpired term of Richard Johnson. Mr. Shea was originally appointed to the Airport Authority in July 2002.  
10/13 – Max Dutton was appointed to fill the unexpired term of Jack Shea.  
12/14 – Beverly Boswell was appointed to fill unexpired term of Max Dutton.  
1/15 – Wally Overman was appointed to replace Beverly Boswell.  
4/15 – William Pope replaced Phelpie Edmondson.  
7/15 – Joseph Blakaitis replaced Linda Willey.  
7/15 – Charles Davidson filled unexpired term of Dwight Burrus.  
9/15 - Wally Overman and Jack Shea switched seats, making Wally Overman the Commissioner representative and Jack Shea a regular member.  
11/15 – Jack Thomson filled unexpired term of the late Deke Bolte.  
1/16 – Fred Newberry filled unexpired term of the late Jack Thomson.

**REVISED 4/18**



*East Lake Community Center Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

July, 2018

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

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

The following term expires this month:

**Rosemarie Doshier**  
(Current term 7/15– 7/18)  
(Originally Apptd. 10/08)

**Mrs. Doshier would like to be reappointed.**

Other Members:  
See attached list

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

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

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Ted Hemilright 19635 Dell-Lee Rd. East Lake, NC 27953 473-3192	7-20	Apptd. 3-12 Reapptd. 7-14, 17
Rosemarie Doshier 19880 Hwy 64 East Lake, NC 27953 473-3996	7-18	Apptd. 10-08 Reapptd.7-09,12,15
Crystal Basnight 14540 Hwy 64 East Lake, NC 27953 473-5025	7-19	Apptd. 10-08 Reapptd.7-10,13,16
Joseph Sexton 19544 Laurel Bay Ct. East Lake, NC 27953 473-2213	7-19	Apptd. 3-12 Reapptd.7-13,16
Shelly Perrot 19545 Laurel Bay Court East Lake, NC 27953 423-0276	7-19	Apptd. 10-10 Reapptd. 7-12,13,16

**Notes:**

**MEETING INFO:** As needed

**CONTACT INFO:** Rosemarie Doshier, Chairman

**MEMBERS COMPENSATED:** No

Asher Vandenburg replaced Ted Hemilright 7/97.  
Earl Glenn Twiddy appointed to fill unexpired term of Steve Tyler 12/98.  
Danny Rowe appointed to fill unexpired term of Asher Vandenburg 1/99.  
John Sethman appointed to fill unexpired term of Earl G. Twiddy 11/99.  
Willis Creef appointed to fill unexpired term of Danny Rowe 11/99.  
Deanna Etheridge replaced Willis Creef 7/00.  
Richard G. Perrot appointed to fill unexpired term of Deanna Etheridge 5/01.  
Craig Burgess replaced Earl Twiddy 7/04.  
Nancy Cahoon apptd. for 3 yr term 10/08.  
Rosemarie Doshier filled unexpired term of John Sethman 10/08.  
Crystal Basnight filled unexpired term of Violet Cahoon 10/08.  
Brian Horne appointed to fill unexpired term of Craig Burgess 10/10 (term will expire 2013)  
Shelly Perrot appointed to fill seat left vacant (last held by Ricky Perrot) 10/10  
Ted Hemilright appointed to fill unexpired term of Nancy Cahoon 3/12



Joseph Sexton appointed to fill unexpired term of Brian Horne 3/12

**REVISED 7/17**



*Game and Wildlife Commission*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

July, 2018

**GAME AND WILDLIFE COMMISSION**  
**(Three Year Term)**

The Game and Wildlife Commission issues and renews duck blind licenses in all Dare County waters. Renewals and new licenses are received on a yearly basis from August through December of each year.

The following have terms to expire this month:

**Phil Haywood**  
(Current Term 7/15– 7/18)  
(Originally Apptd. 8/90)

**Dr. Andrew F. Horne**  
(Current Term 7/15– 7/18)  
(Originally Apptd. 10/97)

**Phil Sawyer**  
(Current Term 7/15 – 7/18)  
(Originally Apptd. 9/11)

**Harvey Scarborough, Jr.**  
(Current Term 7/15-7/18)  
(Originally Apptd. 7/11)

**Phil Haywood, Dr. Andrew Horne and Harvey Scarborough, Jr. would like to be reappointed.**

**Phil Sawyer does not want to be reappointed.**

Applications have been received from:

**Ralph Shaylor Meekins**  
**Kenneth Pekrun, Jr.**  
**James R. (Buddy) Shelton**  
**Cameron Whitaker**

Other Members: See attached list

June 21, 2018

Dare County Commissioners  
Dare Admin Building  
Manteo, NC 27954

Dear Commissioners,

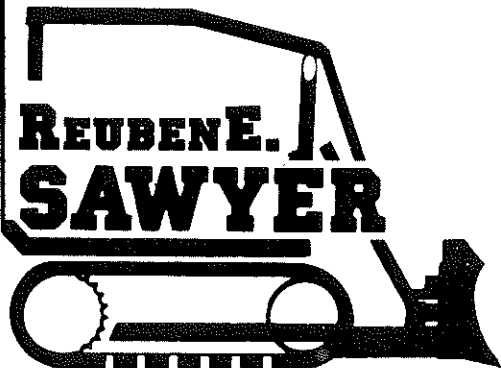
I appreciate the opportunity to serve on the Game and Wildlife  
Committee but because of personal reasons I must resign.

Thank you again.

Sincerely,



Phil Sawyer



P.O. BOX 310, MANNS HARBOR NC 27953 PHONE (252) 473-2902

**CONSTRUCTION, CO., INC.**

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice James d. L. Williams

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name Ralph Shaylor Meekins

Address 1153 ER Daniels RD PO Box 236

City/State/Zip Wanchese NC 27981

Email Address shaylor @ Blackwellboatworks.com

Telephone Home: (252) 207-1856

Business: (252) 473-1803

Resident of Dare County:  yes  no

Occupation: Boat builder

Business Address: PO Box 236 Wanchese NC 27981

Educational background:

Wanchese Christian Academy - COA

Business and civic experience and skills:

Commercial fisherman, Boat builder, led Royal Rangers for Wanchese Assembly of God for 13 years.

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
Edward Lee Mann	County waist	410. The Lane-Waiver	(252) 473-0134
Mike Daniels	<del>fish</del> fish house		(252) 473-2848
Izeka Simpson	Galope Roofing		(252) 305-1320

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

Date: 7-11-17 Signature of applicant: Raafela Gyle

FOR OFFICE USE ONLY:

Date received: 7-18-17



### APPLICATION FOR APPOINTMENT TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

Game and Wildlife commission

1<sup>st</sup> choice \_\_\_\_\_

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name Kenneth William Pekrun Jr.

Address 102 Walter Ct

City/State/Zip Manteo NC 27954

Email Address kenny@atlanticelevators.com

Telephone Home: 473-2343

Business: 305-4465

Resident of Dare County:  yes  no

Occupation: Business owner

Business Address: 301 West Fresh Pond Dr. Kill Devil Hills

Educational background:  
High School

Business and civic experience and skills:

Charter boat industry 24 years. NC Marine Fisheries 9 years.

Currently own and operate Atlantic Elevators. 33 years Roanoke Isl. VFD.

Dare County Chamber of Commerce board - 3 years

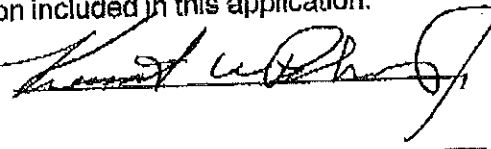
Other Boards/Committees/Commissions on which you presently serve:  
None at this time

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Mike Johnson	Cross Trail Outfitters	KDH	473-8262
Bruce Austin	Retired	Manteo	252-423-0605
Jeff Malarney	Twiddy & Co.	Wanchese	252-202-4040

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

Date: 8/9/2016 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 8/9/16

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice DARE COUNTY GAME & WILDLIFE

2<sup>nd</sup> choice PLANNING BOARD

3<sup>rd</sup> choice \_\_\_\_\_

Name JAMES R. (BUDDY) SHELTON

Address 291 BAYVIEW DR.

City/State/Zip STUMPY POINT, N.C. 27978

Email Address buddy.shelton59@gmail.com

Telephone Home: 252-473-5572

Business: 252-475-5872

Resident of Dare County:  yes  no

Occupation: CHIEF BUILDING INSPECTOR

Business Address: 2601 N CROATAN HWY.

Educational background:

MANTEO HIGH GRADUATE

Business and civic experience and skills:

30 YRS IN BUILDING INSPECTIONS

VICE-PRESIDENT CIVIC & FIRE DEPT.

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

N/A

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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
MELVA GARRISON			252-475-5633

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

Date: 8/2/17 Signature of applicant: James R "Buddy" Shelton

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FOR OFFICE USE ONLY:

Date received: 8/2/17

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Dare County Blind & Game Commission

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name Cameron Whitaker

Address Po Box 513

City/State/Zip Hatteras, NC 27943

Email Address TraditionFishingCharters@gmail.com

Telephone Home: \_\_\_\_\_

Business: 252-305-7755

Resident of Dare County:  yes  no

Occupation: Self-Employed; Tradition Fishing

Business Address: Po Box 513

Educational background:

ECU BSBA: concentration Management

Obtaining MBA

Business and civic experience and skills:

owner/operator 2 years, Previous Male at Custom Sand Charters

Hatteras Volunteer Fire Department, Lieutenant, Member 7yrs

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

Hatteras Village Cobra Tournament, HVED Fire Officers

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Jack Scarborough</u>	<u>DC Sheriff Office, Lieutenant</u>	<u>Hatteras Office,</u>	<u>252-475-0897</u>
<u>Ken Dempsey</u>	<u>Ken Dempsey Gate Service</u>	<u>Hatteras, NC</u>	<u>252-216-5581</u>
<u>Dan Oden</u>	<u>ODens Dock</u>	<u>Hatteras, NC</u>	<u>252-305-2555</u>

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

Date: 1/25/17 Signature of applicant: Concepcion W. [Signature]

FOR OFFICE USE ONLY:

Date received: 3/20/17



**DARE COUNTY GAME AND WILDLIFE COMMISSION**

(Staggered/Three Year Terms)

**Issues and renews blind licenses in all Dare County waters. Renewals and new licenses are received on a yearly basis from August through December of each year.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Kyle Perry 50304 Snug Harbor Drive Frisco, NC 27936 996-0186 – Home 995-5366 – Business kyle@friscorodandgun.com	7-20	Apptd. 7/17
Missy McPherson 119 Margaret Court Manteo, NC 27954 473-6831 – home 216-6831 – cell 473-1292 – business missyseca@hotmail.com	7-20	Apptd. 7/17
Timmy Midgett P.O. Box 250 Manns Harbor, NC 27953	7-19	Apptd. 8/16
Mike Johnson P.O. Box 9 Wanchese, NC 27981 441-6958(H) 473-8262(W)	7-19	Apptd. 11/05 Reapptd. 7/07,10,13,16
Edward "Bow" Meekins P.O. Box 532 Wanchese, NC 27981 423-1403 (H) 473-1803 (W)	7/19	Apptd. 7/13 Reapptd. 7/16
Robert Owens 711 Carolina Court Manteo, NC 27954 202-3425 – business homedevlopment@yahoo.com	7-20	Apptd. 7/17
George Henderson PO Box 606 Manteo, NC 27954 256-0596 – cell <a href="mailto:lforester924@gmail.com">lforester924@gmail.com</a>	7-20	Apptd. 8/77 Reapptd. 8/90, 7/92, 7/94, 8/97, 8/00, 7/02, 7/05 08, 11, 14, 17

<b>Dr. Andrew F. Horne</b> 6405 N. Croatan Hwy. Kitty Hawk, NC 27949 261-2250(O), 261-2725(H)	7-18	Apptd. 10/97 Reapptd. 8/00, 7/03,06,09,12,15
<b>Phil Haywood</b> 2473 Colington Rd. Kill Devil Hills, NC 27948 441-5705	7-18	Reapptd. 8/90, 7/92, 7/94, 8/97, 8/00, 7/03,06,09,12,15
<b>Harvey Scarborough, Jr.</b> P.O. Box 571 Avon, NC 27915	7-18	Apptd. 7/11 Reapptd.; 7/12,15
<b>Phil Sawyer</b> P.O. Box 310 Manns Harbor, NC 27953 473-2902	7-18	Apptd. 9/11 Reapptd. 7/12,15

**NOTES:**

**MEETING INFO:** Once a month, August – December, 7 p.m., Rm. 168, Dare County Adm. Building, Meetings for 2016 – Aug. 17, 9/14, 10/12, 11/9, 12/7

**CONTACT INFO:** Bryan Perry, Chairman  
Melva Garrison, Game and Wildlife Clerk

**MEMBERS COMPENSATED:** \$25 per meeting  
\$50 per meeting – Chairman

Bill Walker replaced Randy O’Neal 8/86.  
Phil Haywood replaced Robert D. Parker 1986.  
Sonny Briggs replaced Ken Mann 8/90.  
David Pruitt replaced Gary Dowdy 8/93.  
Leland Midgett replaced Allen Burrus 7/94.  
Barry Martin replaced John Booth, Jr. 7/94.  
Bryan Perry replaced Leland Midgett 8/94.  
6/24/96 – General Statute requires term to be for three years. Changed terms at direction of County Attorney.  
William H. Wilson replaced Barry Martin 8/97.  
Allan Newcomb replaced Ray Scarborough 8/97.  
Dr. Andrew F. Horne replaced Allan Newcomb 10/97.  
Timmy Midgett appointed to fill unexpired term of Harry Mann 12/98.  
Mike Johnson apptd. to fill unexpired term of David Pruitt 11/05.  
Buddy Shelton replaced Earl Ray Mann 7/08.  
Harvey Scarborough, Jr. appointed to fill unexpired term of William Wilson, 7/11.  
Phil Sawyer appointed to fill unexpired term of Manson Meekins 9/11.  
Edward “Bow” Meekins replaced Bill Walker 7/13.  
Eddie Twyne replaced Timmy Midgett 7/16.  
Timmy Midgett apptd. to fill unexpired term of Eddie Twyne 8/16. Mr. Twyne is unable to serve at this time due to work schedule conflict.  
Kyle Perry replaced Bryan Perry 7/17  
Missy McPherson replaced Buddy Shelton 7/17  
Robert Owens replaced Sonny Briggs 7/17

**In order to create staggered terms inacted by the General Assembly Attorney Al Cole recommended the following: Reappoint Timmy Midgett, David Pruitt, Bill Walker for 1 yr. Reappoint Bryan Perry, Earl Ray Mann, Sonny Briggs, George Henderson for 2 yrs. Reappoint Andrew Horne, Phil Haywood, William Wilson, Manson Meekins for 3 yrs. This action was done at the 8/7/00 DCBC mtg.**

**REVISED 7/17**



*Library Board - East Albemarle Region*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

July 2018

**BOARD APPOINTMENT**

**Library Board - Regional**  
**(Four Year Term)**

The following has a term to expire this month:

**Elizabeth Gaimel**  
(Current Term 7/14-7/18)  
(Originally Apptd. 7/10)

**Elizabeth Gaimel would like to be reappointed.**

**There is also another vacancy.**

**Vacant**  
(Current Term 7/12 – 7/16)

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

**No applications have been received.**

Other Members:  
See attached

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

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

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Vacant (Seat last held by Amy Huggins)	7-16	
Elizabeth Gaimel 951 N. Hwy 64 Manteo, NC 27954 473-2733	7-18	Apptd. 7-10 Reapptd.7-14
Willard Haithcock, III P.O. Box 2374 Manteo, NC 27954	7-20	Apptd. 6/16

NOTES: Jennifer Patterson, Director  
 P.O. Box 1313  
 Elizabeth City, NC 27909  
 Pasquotank Appointee

Bea Mulford appointed to fill unexpired term of Wayne Gray 11/87.  
 Polly Bernd replaced Jack Hohmann 7/92.  
 Martha Hohmann replaced Bea Mulford 8/94.  
 Stella Green replaced Mary Lou Mankedick 8/94.  
 Ray Gray replaced Stella Green 7/96.  
 Jan DeBlieu appointed to fill unexpired term of Polly Bernd 8/97.  
 Pat Eure appointed to fill unexpired term of Martha Hohmann 8/97.  
 Elizabeth Newman appointed to fill unexpired term of Ray Gray 8/97.  
 Dorothy Fink appointed to fill unexpired term of Jan DeBlieu 12/01.  
 Jan Willis appointed to fill unexpired term of Pat Eure 12/01.  
 Laura Catoe appointed to fill unexpired term of Elizabeth Newman 8/02.  
 Paul Charron appointed to fill unexpired term of Jan Willis 3/04.  
 Amy Huggins apptd. to fill unexpired term of Dorothy Fink 10/05  
 Betty Swanson apptd. to fill unexpired term of Paul Charron 11/05.  
 Elizabeth Gaimel replaced Betty Swanson 7/10.  
 Joyce Bornfriend replaced Lynne Foster 6/12.

**REVISED 6/16**





*Parks and Recreation Advisory Council*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

July, 2018

**PARKS AND RECREATION ADVISORY COUNCIL**  
(Three Year Term)

The Parks and Recreation Advisory Council reviews and advises the Parks and Recreation Department in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County.

**The following terms expire this month:**

**Anita Bills**

(Current Term 7/14-7/18)  
(Originally Apptd. 7/11)

**Willer Spencer**

(Current Term 7/15-7/18)  
(Originally Apptd. 7/15)

**Kathy Carden**

(Current Term 7/14-7/18)  
(Originally Apptd. 11/07)

**Scott Midgette**

(Current Term 7/15-7/18)  
(Originally Apptd. 7/09)

**Eddie Twyne**

(Current Term 7/15-7/18)  
(Originally Apptd. 7/15)

**Keletta Govan**

(Current Term 7/14-7/18)  
(Originally Apptd. 7/05)

**Kelli Harmon**

(Current Term 7/15-7/18)  
(Originally Apptd. 7/15)

**Anita Bills, Willer Spencer, Kathy Carden, Eddie Twyne, Kelli Harmon would like to be reappointed.**

**Scott Midgette does not want to be reappointed.**

**Staff reports that Keletta Govan is no longer on the Council.**

**There are also several ongoing vacancies.**

**Parks and Recreation Council staff requests the following:**

- **Reappoint Anita Bills, Willer Spencer, Kathy Carden, Eddie Twyne, Kelli Harmon**
- **Appoint Stephanie J. Harkness-Moxley, Robert Parrish, Amanda Hooper Walters**

**The Council will be recruiting applicants for the remaining vacancies.**

**Applications have been received from:**

**Lynette Ford  
Vanzolla McMurrin  
Stephanie J. Harkness-Moxley  
Robert Parrish  
Amanda Hooper Walters**

Other Members: See attached list

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Roanoke Island Community Center Board  
2<sup>nd</sup> choice Parks and Recreation  
3<sup>rd</sup> choice Juvenile Crime Prevention (Depends on work schedule)

Name Lynette Ford

Address 104 Elsie Daniels Lane

City/State/Zip Manteo, NC 27954

Email Address fordly@daretolearn.org / lynetteford5748@gmail.com

Telephone Home: (252) 305-5748

Business: (252) 449-7000 Ext 2466

Resident of Dare County:  yes  no

Occupation: History Teacher

Business Address: First Flight High School

Educational background:

B.A. History (ASU), Associate Degree (COADARE); Manteo High School Graduate

Business and civic experience and skills: FFHS TEACHER

Monday Night Alive tutor? volunteer (10 yrs), OBX Marathon volunteer  
I enjoy being a public servant. Familiar with the community and their needs.

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

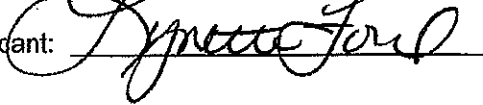
\_\_\_\_\_  
\_\_\_\_\_

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
Paul Charon	Lost Colony Brewery	Manteo	(252) 305-3666
Virginia Tillett		Manteo	(252) 473-2753
Jane Midgett	school board receptionist	Manteo	(252) 473-8995

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

Date: 3/16/18 Signature of applicant: 

FOR OFFICE USE ONLY:

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

# Lynette Ford

Current Address:  
**P.O. Box 2563**  
**Manteo, N.C. 27954**  
**252-305-5748**  
[lynetteford2000@yahoo.com](mailto:lynetteford2000@yahoo.com)  
[lynetteford5748@gmail.com](mailto:lynetteford5748@gmail.com)  
[fordly@daretolearn.org](mailto:fordly@daretolearn.org)

Permanent Address:  
**104 Elsie Daniels Lane**  
**Manteo, N.C. 27954**

## Summary

Highly dedicated and resourceful Community Service Worker with a stellar record of community involvement and conflict resolution. I am adept at helping community members in finding creative and productive solutions for any issues. I am a strong multitasker and able to handle a number of simultaneous questions and problems with high accuracy and efficiency.

## Highlights

- Community service experience
- Strong familiarity with community
- Excellent ability to coordinate community service
- High organization and presentation skills
- Outstanding creative thinking and problem-solving abilities
- Oral and written communication skills

**OBJECTIVE:** To work in the community I grew up in and to give back to the people who help me grow. I would like to be a humble servant, serving my great community.

**ACTIVITIES:** I worked with Monday Night Alive for 10 years. MNA is a program which helps students (k-12) with school work.

**EDUCATION:** **B.A. – History**  
Elizabeth City State University  
Elizabeth City, N.C. 27909  
Graduation Date: May 5, 2007 **GPA: 3.4**  
**Associate in Art Degree**  
College of Albemarle Dare campus  
Graduation Date May 2004  
Effective teacher training 2008



**SPECIAL SKILLS:** Microsoft Works, PowerPoint  
Positive attitude towards work  
Adaptability towards environment  
Positive attitude towards learning  
Work well with people

**WORK  
EXPERIENCE:**

- 2017-Present** First Flight High  
100 Veterans Dr, Kill Devil Hills, NC 27948  
(252) 449-700 ext 2466  
History Teacher  
American History  
Apex Civics  
World History
- 2008-Present** Full Moon Café  
208 Queen Elizabeth Ave  
Manteo, N.C. 27954  
(252) 473-6666  
Server
- 2008** Coastal Staffing Services  
4601 N Croatan Hwy Kitty Hawk, N.C. 27949  
(252) 255- 1800
- 2007- 2008:** Sound Feet Shoes Powells Point, NC  
Assistant Manager Duck Store #6. Worked also in Kitty Hawk #5  
(252)491-2858 (252)261-0490 (252) 441-0715
- 2000-2007:** Weeping Radish Restaurant and Brewery, Manteo, N.C. 27954  
**Opening and closing manager,** Whenever needed  
Pub tender, Waitress, Cook, and Customer Service  
(252) 473-1157
- 1995-1999:** **Manager of Nine West Shoes,** Tanger Outlet Mall Nags Head, N.C. 27959  
Customer Services  
Manual Operation of the store  
Visual Merchandising  
(252) 441-8488
- 1995-1997:** **3<sup>rd</sup> Key of Colours and Scents,** Tanger Outlet Mall Nags Head, N.C.27959  
Customer Services, Visual Merchandising and  
Manual Operation of the store

**1993-1995:**            **Wallet Works**, Tanger Outlet Mall Nags Head, N.C. 27959

**AWARDS:**            National Collegiate Minority Leadership Award 2002  
SGA Vice President 2002-2003  
SGA President 2003-2004  
Vice Chancellor List (2004)  
Dean List (2004, 2007)  
Honor Roll (2005 – 2006)  
Phi Alpha Theta 2006  
Honor Roll 2007  
Substitute Teaching Certification 2008

**REFERENCES:**      Paul Charron  
Lost Colony Brewery & Café  
Downtown Manteo, N.C. 27954  
(252) 305- 3666  
(252) 473-6666

Jane Midgett  
**Dare County School Board and Education**  
Manteo, N.C. 27954  
(252) 473-  
(252) 480-8888

Virginia Tillett  
Former County Commissioner/Educator  
Manteo, N.C. 27954  
(252) 473-2753

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Land Transfer Tax Appeals Board

2<sup>nd</sup> choice Parks and Recreation Advisory Council

3<sup>rd</sup> choice Youth Council

Name Vanzolla McMurrin

Address 1034 George Daniels Road

City/State/Zip Manteo, NC 27954

Email Address vanzollam@darenc.com

Telephone Home: 252-473-5255

Business: 252-475-5969

Resident of Dare County:  yes  no

Occupation: Dare County Register of Deeds

Business Address: 962 Marshall C. Collins Dr., Manteo, NC 27954

Educational background:

Manteo High School Graduate.

Business and civic experience and skills:

I am the Register of Deeds and we deal with the land transfer tax everyday. I want to be on this committee so I will know of any changes that might affect our office, & I want to assist in any way and learn more about any Board I'm on.

Other Boards/Committees/Commissions on which you presently serve:  
Vital Records Committee, Automation Technology Committee,  
Strategic Long Range Planning Committee, all for NCARD

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
Marion Midgett	retired	Manteo, NC	473-3057
James Coefield	retired	Duck, NC	261-5623
Carrie Holmes	retired	Manteo, NC	NC 473-5285

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

Date: 6/26/2018 Signature of applicant: Vanzella McMurran

FOR OFFICE USE ONLY:

Date received: 6/27/18

**APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES**

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Parks and Recreation

2<sup>nd</sup> choice Dare County Center Advisory Board

3<sup>rd</sup> choice Roanoke Island Community Center Board

Name Stephanie J. Harkness-Moxley

Address 152 Brakewood Rd

City/State/Zip Manteo, NC 27954

Email Address smoxley@madriver.com

Telephone Home: 843-540-2358 (cell)

Business: 252-573-8248

Resident of Dare County:  yes  no

Occupation: Paralegal

Business Address: 207 Queen Elizabeth Ave., Ste. 101, Manteo, NC 27954

Educational background:

Bachelor of Arts in International Studies from The Ohio State University

Post Graduate work in Paralegal Studies at Technical College of the Lowcountry

Business and civic experience and skills:

Please see attached resume.

Other Boards/Committees/Commissions on which you presently serve:  
Manteo MS PTO: Volunteer Cord.; Premier Soccer Manteo, Inc.: Secretary;

Outer Banks Youth Soccer Assoc.: Secretary, Director Concessions;

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
Josh Deal	Atlantic Flooring, owner	502 Hwy 64, Manteo	305-4037
Susan Harman-Scott	Attorney	207 QE Ave., Ste. 101, Manteo	573-8248
Diane Bognich	Finance Officer, OBX Inc.,	1 Vist. Ctr. Cir., Manteo	256-0588

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: 5/4/2018 Signature of applicant: *Stephanie Harkness Moxley*

FOR OFFICE USE ONLY:

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



**Stephanie Harkness-Moxley**

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152 Brakewood Rd  
Manteo, NC 27954

(843) 540-2358  
smoxley@madriverr.com

As I integrate into my new community, I hope to expand my participation in community and civic organizations.

**Susan Harman-Scott, Attorney at Law, PLLC**

**Manteo, NC – June 2016 to Present**

Paralegal for single practitioner office. Research and implement new technologies and case management software. Primary point of contact for clients, associated parties, and general public. Maintain and organize client files. Prepare documents for court and perform supporting research and background.

**McDougall Law Firm**

**Beaufort, SC – July 2015 to June 2016**

Litigation Paralegal supporting assigned attorneys with responsibilities for the maintenance and organization of files from opening of case to final disposition. Point of contact for clients, associated parties. Prepare all court documents, correspondence, evidence and supporting documentation, research and background.

**Bennett Law Firm, LLC**

**Ridgeland, SC – July 2014 to July 2015**

Litigation Paralegal in boutique law firm, supporting attorney in all stages of case development for civil litigation, family, simple probate and minor criminal matters.

**Tupper, Grimsley, & Dean, P.A. Beaufort, SC - July 2011 to July 2014**

Insurance Defense Litigation Paralegal supporting assigned attorneys with responsibilities for the timely and accurate preparation of documentation through all stages of a case including the initial response to new actions, discovery, mediation, and settlement or trial.

**LowCountry Legal Volunteers**

**January 2011 to July 2011**

Unpaid Student Intern: paralegal for a non-profit legal aid organization focusing mainly on family law issues for the under-served of Beaufort County.

**Lost Penguin Deli**

**Bluffton, SC - October 2006-July 2010**

Responsible for all aspects of small business ownership including business development and creation of social media and traditional advertising programs, inventory control and human resources.

**Certifications:** North Carolina Notary Public, Commission expires 7/7/2021

**Computer Proficiencies:**

Microsoft Office Suite including Entourage and Outlook for both Windows XP and Mac OS X (Mavericks) platforms; Word Perfect, LexisNexis, Westlaw, eCopy, TABS 3, Clio, Office365 and DropBox; iPad and iPhone mobile computing platforms for office connectivity while off site.

**Education:**

The Ohio State University, Bachelor of Arts: International Relations

Technical College of the Lowcountry, Paralegal Certificate from an ABA credentialed program, Honor graduate

**Community Involvement:**

Manteo Middle School Parent Teacher Organization: Volunteer Coordinator 2017-present

Premier Soccer Training Manteo, Inc.: Board of Directors, Secretary 2017- present

Outer Banks Youth Soccer Association: Board of Directors, Secretary, Director of Concessions 2017-present

Lower Coastal Soccer Academy: Board of Directors, Secretary 2011-2016; Developmental Coordinator 2014-2016; Team Manager for '04 travel team 2011- 2016

Beaufort Water Festival: Volunteer with Young Lawyers Association during Beaufort's premier festival 2011-2015

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Parks and Recreation Advisory Council

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name Robert Parrish

Address 4416 seascape dr

City/State/Zip kitty hawk, NC 27949

Email Address robert@parrishinsure.com

Telephone Home: 2523339476

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: Insurance

Business Address: 4416 seascape dr

Educational background:

High School Grad

Business and civic experience and skills:

Started my own insurance company in 2017

Hard working, Leader

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

none

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Joey Bolam	Nucor-supervisor		356-3862
Chip Pruden	Health insurance sales		292-3908
Tina Hodgson	Insurance		305-4349

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: 4-26-18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 4-26-18

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Parks and Recreation

2<sup>nd</sup> choice Northeastern Workforce Development

3<sup>rd</sup> choice Zoning Board of Adjustments

Name Amanda Hooper Walters

Address 1202 9th Ave

City/State/Zip Kill Devil Hills, NC 27948

Email Address manda.hooper@icloud.com

Telephone Home: 252-202-9923

Business: 252-202-9923

Resident of Dare County:  yes  no

Occupation: Property Manager

Business Address: 1202 9th Ave. KDH, NC 27948

Educational background:

Bachelor of Science, Business Admin, ECU

Assosicate of Arts, College of the Albemarle

Business and civic experience and skills:

Outer Banks Mommy and Me, Board Member 2009-2011: OBX Aquatics Board

Member, 2014-2016: Outer Banks Local Food Council 2013-2016

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


n/a

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Karen Brown	Chamber of Commerce		252-441-8144
Bob Peele	Wachese Industrial Park		252-473-5867
Sandy Semans	133 Bayview Dr. Stumpy Point,		252-305-7284

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

Date: 2/3/2018 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 2/6/18



**PARKS AND RECREATION ADVISORY COUNCIL**  
(Three Year Term)

This Advisory Council reviews and advises Parks and Recreation in its efforts to promote, organize, plan, and coordinate activities and programs for youth and adults in Dare County.

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Tim Cafferty P.O. Box 1220 Kitty Hawk, NC 27949 255-0066(H) 255-0482(O)	10-18	Apptd. 6/06 Reapptd. 10/06,09,12, 15
Anita Bills P.O. Box 608 Frisco, NC 27936 995-7892(H), 202-1412(O)	7-18	Apptd. 7/11 Reapptd. 7/14
Willer Spencer P.O. Box 1495 Manteo, NC 27954 256-2880	7-18	Apptd. 7/15
Vacant	7-18	Apptd
Missy McPherson 119 Margaret Court Manteo, NC 27954 473-6831 (H) 216-6831 ©	12-20	Apptd. 7/16 Reapptd, 12/17
Kathy Carden, CH. P.O. Box 3492 Kill Devil Hills, NC 27948 449-0840(H), 441-6340(O)	7-18	Apptd. 11/07 Reapptd. 7/08,11,14
Vacant	7-18	
Vacant	12-17	
Deon Simmons 222 Brakewood Dr. Manteo, NC 27954 475-1627 (H), 202-9737 (O)	7-19	Apptd. 7-13 Reapptd. 7-19

George Berry 238 N. Dogwood Trail Southern Shores, NC 27949 261-1278 (H) 703-473-0528 (O)	3-19	Apptd. 7-16
<b>Scott Midgette</b> 101 Woodhill Ct. Kitty Hawk, NC 27949 305-2642(H), 995-4441(O)	7-18	Apptd. 7/09 Reapptd. 7/12,15
<b>Eddie Twyne</b> P.O. Box 11 Manteo, NC 27954 305-2291	7-18	Apptd. 7/15
<b>Keletta Govan</b> P.O. Box 2044 Manteo, NC 27954 473-6851(H), 473-1151(O)	7-18	Apptd. 7/05 Reapptd. 7/08,11,14
<b>Kelli Harmon</b> 723 Pirates Way Manteo, NC 27954 910-286-1660	7-18	Apptd. 7/15
Danny Couch 47297 Dippin Vat Road PO Box 1001 Buxton, NC 27920 <a href="mailto:dannyc@darenc.com">dannyc@darenc.com</a> 252.216.7383		Apptd. 2/17

**NOTES:**

**MEETING INFO:** Every other month beginning in January  
Meets at KDH Rec. Park, 8:00 a.m.  
Meets once a year at the Dare Center, 11:30 a.m.  
Meets once a year at the Fessenden Center, 11:30 a.m.

**CONTACT INFO:** Tim White, Public Services Director

**MEMBERS COMPENSATED: No**

Bob Wells replaced Steve Evans 2/90.  
Ray Hollowell replaced Andy Meekins 2/90.  
Peg Casey replaced Mike Leffler 2/90.  
Jake McCleave replaced Peg Casey.

**On October 21, 1991, DCBC moved to have 7 member board.**

Lisa Wheless replaced Glenn Lucas 3/92.  
David Stowe replaced Carol Anderson 6/93.

**Advisory Council was enlarged from 7 members to 13 members July 19, 1993.**

Bill Walker replaced Jake McCleave 11/94.

Ollie Jarvis filled unexpired term of David Stowe 11/94.  
Rex Simpson filled unexpired term of Lisa Wheless 11/94.  
Tim White replaced Ollie Jarvis 7/95.  
Bobby Outten replaced Karolyn Quidley 7/95.

**DCBC increased membership from 13 to 14 8/7/95.**

(Ollie Jarvis reapptd. For 1 year.)

Andy Ward filled unexpired term of Ron Bennett 10/95.  
Jeff Absher replaced Tim White 7/96.  
Kyle O'Neal replaced Belinda Willis 4/98.  
Mitchell Bateman replaced Rex Simpson 8/98.  
Dan Ottavio filled unexpired term of Debi DesRoches 4/99.  
Mike France filled unexpired term of Ray Hollowell 4/99.  
Wilhelmina McCleave filled unexpired term of Mary Pendill 4/99.  
Bo Taylor and Jeff Absher will be replaced in September 1999.  
Susan Boncek replaced Bo Taylor 12/99.  
Charlena Davenport replaced Jeff Absher 12/99.  
Ray Evans fill unexpired term of Wilhelmina McCleave 12/99.  
Timmy Midgett replaced Andy Ward 10/00.  
Mel Covey apptd. To fill unexpired term of Kyle O'Neal 12/01.  
Samantha DeLucia appointed to fill unexpired term of Bobby Outten 5/02.  
Crystal Blackmon replaced Charlena Davenport 11/02.  
Ben Whitehurst apptd. to fill unexpired term of Mike France 1/04.  
Jimmy P. Brown fill unexpired term of Ray Evans 4/04.  
Allen Forman apptd. to fill unexpired term of Bill Walker 11/04.  
Bob Sanders replaced Robert Wells 7/05.  
Kellea Govan replaced Kathy Burrus 7/05.  
Ralph Horne replaced Ben Whitehurst 7/05.  
Ed Futtrell replaced Dan Ottavio 7/05.  
Tim Cafferty filled unexpired term of Al Forman 6/06.  
Ronnie Roach replaced Samantha DeLucia 6/06.  
Kathy Winstead filled unexpired term of Bob Saunders 11/07.  
April Oden replaced Ollie Jarvis 10/08.  
Mel Covey moved to a northern beach representative and filled unexpired term of Ronnie Roach who resigned.  
Susan Gray filled unexpired term of Mel Covey 10/08.  
Scott Midgette replaced Pete Hunter 7/09.  
Anita Bills replaced April Oden 7/11.  
Tod Clissold replaced Ed Futrell 7/11.  
Melinda Maher replaced Ralph Horne (deceased) 7/11.  
Jack Painter replaced Crystal Blackmon 4/12.  
Mel Covey resigned 7/12.  
Eddie Twyne replaced Timmy Midgett 7/15.  
Willer Spencer filled vacancy (Tod Clissold) 7/15.  
Kelli Harmon filled vacancy (Mel Covey) 7/15.  
Missy McPherson appointed to fill vacant seat last held by Susan Boncek 7/16.  
George Berry appointed to fill vacant seat last held by Susan Gray 7/16.  
Melinda Maher resigned 12/16.  
Jack Painter resigned 1/17.  
Chairman Woodard appointed Danny Couch as Commissioner Appointee 2/20/17  
Jimmy Brown passed away 1/18  
Kathy Winstead remarried, her name changed to Kathy Carden 6/18

**REVISED 12/17**



*Veterans Advisory Council*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

**Board Appointment**  
**Veterans Advisory Council**  
**(Staggered Three Year Term)**

Carl Reiber has resigned from the Veterans Advisory Council.

The Veterans Advisory Council recommends Mr. Steve Goodheart  
be appointed to fill the vacancy.

Applications have been received from:

George H. Berry  
Steve Goodheart  
Michael A. Keating  
William J. Overman, Jr.

1

**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 Rhonda Creef, Dare County Deputy Clerk to the Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312.

Advisory Board or Committee interested in:

1<sup>st</sup> choice Dare County ABC Board

2<sup>nd</sup> choice Dare County Veteran Advisory Board

3<sup>rd</sup> choice ~~Dare County Planning Board~~ <sup>Appntd. 7/16</sup> Parks & Recreation Advisory Board GB

Name: George H. Berry

Address: 239 North Dogwood Trail

City/State/Zip Southern Shores, NC 27949

Telephone Home: (252) 261-1278

Business: (703) 473-0528

Resident of Dare County:  yes  no

Occupation: CEO Starfish Services, Inc.

Business Address: Same as above

Educational background:  
U of Utah 1972, Navy Postgraduate School 1978, Retired Navy Commander

Business and civic experience and skills:  
National Security Intelligence support for over 45 years. Manage beach rental business over 20 years. Currently attending Vet Adv Board meetings. Member of OBX Home brewers Club.



Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

None

Have been attending VET advisory board mts

Expiration Date of Terms: \_\_\_\_\_

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
Wally Overman, Commissioner			
Beverly Boswell, Commissioner			
Jack Shea, Commissioner			

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

Date: 6/29/16 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 6/29/16

Date forwarded to County Commissioners: \_\_\_\_\_

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice

DARE COUNTY VETERANS ADVISORY COUNCIL

2<sup>nd</sup> choice

\_\_\_\_\_

3<sup>rd</sup> choice

\_\_\_\_\_

Name

STEVE GODDHEART

Address

101 TRINITY DRIVE

City/State/Zip

DUCK, NC 27949

Email Address

stevegoddheart@gmail.com

Telephone

Home: (252) 715-4577

Cell: Business: (703) 861-5476

Resident of Dare County:

yes

no

Occupation:

RETIRED

Business Address:

N/A

Educational background:

BACHELORS / BUSINESS ADMIN / BUSINESS MGMT. / ALMEDA UNIV.

BUSINESS ADMIN / NORTHWESTERN STATE UNIV.

BUSINESS ADMIN / VIRGINIA COMMONWEALTH UNIV.

Business and civic experience and skills:

INFORMATION TECHNOLOGY - CAREER / WHITE HOUSE COMMUNICATIONS AGENCY  
DURING PRESIDENT BUSH'S ADMIN.

SALES / MARKETING OF VOICE / DATA / VIDEO COMM. SOLUTIONS TO POL. CIVILIAN AND  
INTL. COMMUNITY CLIENTS.

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

DARE COUNTY GOP PRECINCT CHAIRMAN

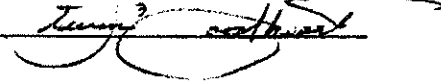
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REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>MARSHA BROWN</u>			<u>(252) 202-2058</u>
<u>KELLI HARMON</u>			<u>(419) 386-1660</u>
<u>PATTY O'SULLIVAN</u>			<u>(252) 475-5604</u>

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

Date: 4/30/18 Signature of applicant: 

FOR OFFICE USE ONLY:

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

### APPLICATION FOR APPOINTMENT TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Dare County Veterans Advisory Council

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name: Michael A. Keating

Address: 5213 Lunar Drive

City/State/Zip Kitty Hawk, N.C. 27949

Telephone Home: 252-489-7311

Business: N/A

Resident of Dare County:  yes  no

Occupation: Retired

Business Address: N/A

Educational background:

Associates Degree CoA Dare County Campus

Business and civic experience and skills:

Retired as Customer Svc. Mgr. from City Beverage Co

Assistant Jr. Vice Commandant Marine Corps League O BX

In my younger years I coached Little League Baseball

Six years total Marine Corps

Also a member of the Eagles Club where I have assisted with several fundraisers.

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

N/A

Expiration Date of Terms: N/A

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Frank Draper	retired	P.O. Box 574 Kitty Hawk, N.C.	252-255-0619
Robert Yankee	sect. Mgr. Walmart	1718 Creek St Kill Devil Hills, N.C.	252-305-5026
Dan Hudson	retired	P.O. Box 231 Corolla, N.C.	703-863-1786

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

Date: 10 May 2016 Signature of applicant: Michael A. Keating

FOR OFFICE USE ONLY:

Date received: 5/26/16

Date forwarded to County Commissioners: \_\_\_\_\_

### 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 Rhonda Creef, Dare County Deputy Clerk to the Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312, or send it by email to rhonda@darenc.com

Advisory Board or Committee interested in:

1<sup>st</sup> choice Airport Authority

2<sup>nd</sup> choice PLANNING BOARD

3<sup>rd</sup> choice Veterans Advisory Council

Name William J. OVERMAN, JR.

Address 110 Puddle Lane

City/State/Zip Manteo, NC 27954-9595

Email Address fourbranch@earthlink.net

Telephone Home: 252-473-2126

Business: —

Resident of Dare County:  yes  no

Occupation: Retired U.S. Navy

Business Address: —

Educational background:

B.S. Wake Forest University

Post Grad U of Pitt

Business and civic experience and skills:

Airport Authority early 2000s

Albemarle Commission

FIRST FIT society Bd 20 YRS

1<sup>st</sup> FIT military OFFICERS ASS. (MOAA) Local chapter 4 YRS PRES

MOAA STATE President & Bd of DIRECTORS

4<sup>th</sup> BRANCH Bd (Federal EMPLOYER)

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


NONE

REFERENCES

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

Name	Business/Occupation	Address	Telephone
CLARENCE SKINNER			
Dr. Charles Davidson			
day wheelers			

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

Date: 1/26/17 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 1/26/17



**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.

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Jack Leonard, Ch. 181 Happy Indian Ct. Southern Shores, NC 27949 252-255-4631 (H) <a href="mailto:Pljl12@embarqmail.com">Pljl12@embarqmail.com</a>	5/20	Apptd. 4/15 Reapptd. 5/17
Carl Reiber, V. Ch. 117 E. Bergen Ct. Nags Head, NC 27959 252-441-9469 (H) carlynreiber@yahoo.com	5/19	Apptd. 8/16
Russell Laney, Secretary 412 Woodard Rd. Kitty Hawk, NC 27949 571-239-3054 (C) <a href="mailto:russobx@charter.net">russobx@charter.net</a>	5/21	Apptd. 6/16 Reapptd. 6/18
Norman B. St.Laurent 63 Hickory Trail Southern Shores , NC 27949 252-255-6383	5/21	Apptd. 5/18
Marsha Brown 163 Roanoke Trail Manteo, NC 27954 252-423-3007 (H) 252-202-2058 (C) <a href="mailto:giglineheroes@aol.com">giglineheroes@aol.com</a>	5/20	Apptd. 5/12 Reapptd.5/14, 5/20

Kelli Rose Harmon 5/19 Apptd. 5/17  
1013 US HWY 64, Ste A  
Manteo, NC 27954  
252-473-1006 (W)  
[kelli.harmon@edwardjones.com](mailto:kelli.harmon@edwardjones.com)

Blake Salmon 5/21 Apptd. 6/18  
25230 Bold Dune Drive, PO Box 705  
Waves, NC 27982  
(757) 869-2160  
[flyingfish577@gmail.com](mailto:flyingfish577@gmail.com)

Jack Shea (Ex-Officio) Apptd. 2/17  
Dare County Commissioner  
290 Wax Myrtle Trail  
Southern Shores, NC 27949  
252-261-4158 (H)

**NOTES:**

VAC was formed on 5/7/12.

**MEETING INFO:** 4<sup>th</sup> Thursday of each month, 3 p.m., Rm. 168, Dare County Administration Building, 954 Marshall C. Collins Dr., Manteo, NC

**CONTACT INFO:** Jack Leonard, 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

**REVISED 6/18**



*Wanchese Community Center Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

July, 2018

**WANCHESE COMMUNITY CENTER BOARD**  
**(Two Year Term)**

**The Wanchese Community Center Board manages and is responsible  
for the upkeep of the community building.**

**The following terms expire this month:**

**Joyce T. Meekins**  
**(Current Term 7/16-7/18)**  
**(Originally Apptd. 2/02)**

**Robert L. Walton**  
**(Current Term 7/16-7/18)**  
**(Originally Apptd. 7/05)**

**All would like to be reappointed.**

**No applications have been received.**

**Other Members:**  
**See attached list**

**WANCHESE COMMUNITY CENTER BOARD**  
**(Two Year Term)**

**The Wanchese Community Center Board manages and is responsible for upgrading the community building. The community of Wanchese has the opportunity to have reunions, parties, etc. at the community center.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Joyce T. Meekins Old Schoolhouse Rd. Wanchese, NC 27981 252-473-3087	7-18	Apptd. 2-02 Reapptd. 7-02,04,06, 08,10,12,14,16
Tina Sherrod PO Box 484 Wanchese, NC 27981 252-473-1826 (Home) 252-216-8223 (Business) t.sherrod@aparkinglotmaintenance.com	7-19	Apptd. 4-18
Bill Wilson 291 ER Daniels Road Wanchese, NC 27981 252-216-6650	7-19	Apptd. 4-17 Reapptd. 7-17
Sally DeFosse 165 E.R. Daniels Rd. Wanchese, NC 27981 252-473-3792	7-19	Apptd. 2-09 Reapptd. 7-09,11,13, 15,17
Robert L. Walton P.O. Box 733 Wanchese, NC 27981 252-475-1195	7-18	Apptd. 7-05 Reapptd. 7-06, 08,10, 12
Becky Beacham P.O. Box 177 Wanchese, NC 27981 252-473-5313	7-19	Apptd. 7-13 Reapptd. 7-15, 17
Ulysses S. "Lish" Meekins, Ch. P.O. Box 392 Wanchese, NC 27981 252-305-2002	7-19	Apptd. 1-13 Reapptd. 7-13,15, 17

**NOTES:**

**MEETING INFO:** Quarterly, 1<sup>st</sup> Tuesday of January, April, July, October, 7:00 p.m., Wanchese Community Center

**CONTACT INFO:** Lish Meekins, Chairman

**MEMBERS COMPENSATED:** No

8/93 – Rosie Davenport replaced Ruth Whiton

8/94 – George Schwartz replaced Harry Horton

7/01 – Will Fields replaced Randy O’Neal

2/02 – Joyce Meekins filled unexpired term of Linda Byrd Daniels

7/03 – Patricia Austin replaced Ken Doughty

10/03 – John B. Beasley filled unexpired term of Will Fields

7/05 – Jimmie Williams filled unexpired term of George Schwartz

7/05 – Robert Walton filled unexpired term of Nora Scarborough

2/09 - Sally DeFosse filled unexpired term of Patricia Austin

7/13 – Becky Beacham replaced Jimmie Williams

12/14 – Robin Holt filled unexpired term of Thomas Baum

4/17 – Bill Wilson filled unexpired term of Robin Holt

4/18 – Tina Sherrod filled unexpired term of Rosie Davenport (who passed away)

**REVISED 4/18**





*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 that have terms expiring during the next 3 months. The list highlights when the item will be presented to the Board of Commissioners along with any special requirements that may pertain to the appointment.

Information about how to obtain and submit applications follows the list.

### August 2018

1. ABC Board

The Dare County Alcoholic Beverage Control (ABC) Board manages the sale of distilled spirits by Promoting excellence in customer service, fiscal responsibility, operational effectiveness, and compliance with laws that govern the sale and use of alcoholic beverages in Dare County. 3 terms expiring.

2. Airport Authority

The mission of the Dare County Airport Authority is to manage the operation, maintenance and improvement of air services and facilities for the use, convenience and benefit of the air traveling public. 1 term expiring.

3. Dare County Center Advisory Board

The Advisory Board works to advise and promote goals and policies to enhance the Dare County Center's operations and community outreach. 4 terms expiring.

### September 2018

1. Health and Human Services Board

The Health and Human Services Board serves as the policy making, rule making and administrative board for Dare County's Department of Health and Human Services. 3 terms expiring

### October 2018

1. Parks and Recreation Advisory Council

The Advisory Council reviews and advises Parks and Recreation in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County. 1 term expiring.

### -----Instructions for Obtaining and Submitting Applications-----

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website, or by calling Janice Williams at 475-5800.

**COMMISSIONERS' BUSINESS**

**MANAGER'S / ATTORNEY'S BUSINESS**