



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

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## DARE COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 19, 2019

**“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** Public Comments

**ITEM 3** Amendment to Resolution Creating the Albemarle Commission

**ITEM 4** **Public Hearings - 5:30 p.m.**

1. Proposed Water Main Extension Along Leslie Lane in Avon
2. Kenrick Albaugh Avon Zoning Map Amendment and C-2 Text Amendment

**ITEM 5** Consent Agenda

1. Approval of Minutes (02.04.19)
2. Budget Amendment - NCDOT Reimbursement for Kitty Hawk Bridge Water Line Relocation
3. Appoint Firefighters Relief Fund Board Member - Buxton Volunteer Fire Dept.
4. Budget Amendment - Hatteras Inlet Year 2 Maintenance
5. Tax Collector's Report

**ITEM 6** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON MARCH 4, 2019



*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



*Public Comments*

**Description**

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

Comments can be made at the Commissioners Meeting Room in Manteo or through an interactive video link at the Fessenden Center Annex in Buxton.

Commissioners Meeting Room - Administration Building, 954 Marshall Collins Drive, Manteo  
Video Link - Fessenden Center Annex, 47017 Buxton Back Road, Buxton

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Amendment to Resolution Creating the Albemarle Commission*

**Description**

The Albemarle Commission adopted a resolution on January 17, 2019 requesting that each of the 10 counties comprising the Albemarle Commission approve, as soon as possible, an amendment to the 1997 Charter so that the terms for delegates be changed from 1 to 2 year terms. Additionally, the Resolution requests that the Charter be amended to reflect that the immediate past chair will serve as an ex officio, non-voting member of the Board. Both of these practices have been provided in the bylaws adopted by the Board of Delegates and have been followed but they are not prescribed in the Charter. The Amended Charter is needed in order to update the 1997 Charter to be consistent with bylaws that have been adopted by the Board of Delegates over the last 20 years that have, in these respects, not been consistent with the 1997 charter. Some other minor changes were made as well. Resolution is attached.

**Board Action Requested**

Adopt Resolution

**Item Presenter**

Robert Outten, County Manager

FIRST AMENDMENT TO 1997  
RESOLUTION MODIFYING AND  
AMENDING RESOLUTIONS CREATING  
THE REGIONAL PLANNING COMMISSION  
KNOWN AS THE ALBEMARLE COMMISSION

**WHEREAS**, in 1970 the Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans and Tyrrell, (the "Initial Counties"), began a regional cooperative effort by creating a regional planning and economic development commission known as the Albemarle Commission; and

**WHEREAS**, the County of Washington was granted membership in 1971 with unanimous consent of the Initial Counties (the Initial Counties and the County of Washington may be referred to individually as a "County" and collectively as the "Counties"); and

**WHEREAS**, N.C. Gen. Stat. ' 153A-391 provides that the Counties may, by unanimous action, modify and amend the resolution creating the Albemarle Commission; and

**WHEREAS**, in 1997, the Counties unanimously modified and amended the resolution creating the Albemarle Commission by adopting that certain document entitled "Resolution Modifying and Amending Resolutions Creating the Regional Planning Commission known as the Albemarle Commission" (the "1997 Resolution"); and

**WHEREAS**, Article II of the 1997 Resolution provides the method for the appointment of delegates by the member Counties, including terms for such appointments, that the governing board of the Albemarle Commission has requested be changed as set forth below; and

**WHEREAS**, the Counties, after due and diligent consideration, desire to modify and amend the 1997 Resolution through this First Amendment to the 1997 Resolution to change the method for appointment of delegates and the terms for delegates.

**NOW, THEREFORE, BE IT RESOLVED** by each of the Boards of Commissioners for the Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans,

Tyrrell and Washington, in separate sessions duly convened, by the adoption and enactment of this First Amendment to the 1997 Resolution by each of the Boards, do hereby modify and amend the 1997 Resolution as follows:

**Section 1.** By replacing Articles I through VIII thereof with the following:

ARTICLE I

NAME

The name of the regional planning commission shall be the ALBEMARLE COMMISSION.

ARTICLE II

ALBEMARLE COMMISSION MEMBERSHIP AND GOVERNING BOARD

A. Albemarle Commission Membership – The Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington shall be member governments of the Albemarle Commission. The Albemarle Commission shall be governed by a board of 15 members appointed as follows:

- 1) The governing board of each member government shall appoint one “Commissioner” delegate who must be a member of the member government’s governing board. Commissioner delegates who no longer hold office as an elected member of their member government’s governing board are unable to continue as a delegate unless they can be and are approved as an at large delegate.
- 2) Four additional “At Large” delegates who do not hold an elective office shall be initially appointed as follows:
  - (a) One delegate appointed by Camden County’s governing board;
  - (b) One delegate appointed by Chowan County’s governing board;

(c) One delegate appointed by Currituck County's governing board;

(d) One delegate appointed by Dare County's governing board.

The At Large delegates appointed as of the adoption of this Resolution may continue to serve the remainder of their terms as set forth below.

Successors shall thereafter be appointed by the governing board's member governments in a rotating manner which order shall be determined alphabetically until the end of the alphabet is reached and then starting over (e.g., two years after the year in which this Resolution is adopted one delegate would be appointed by each of the following counties: Gates, Hyde, Pasquotank, and Perquimans; two years thereafter, one delegate would be appointed by each of the following counties: Tyrrell, Washington, Camden, and Chowan; and the appointments would continue rotating every two years in this alphabetical manner).

- 3) The immediate past chair shall serve for one year as an ex-officio, non-voting member unless they can be and are appointed as a Commissioner Delegate or an At Large Delegate.

The member governments are encouraged to consider making appointments that will result in at least four delegates being racial minorities.

B. Terms; Removal; Vacancies – Delegates of the Albemarle Commission shall serve two-year terms. Terms shall be measured by calendar years but shall end on December 31, regardless of the date of appointment by the appointing authority. A delegate may be removed with or without cause by the appointing member government's governing board. Appointment to fill vacancies shall be made for the remainder of the unexpired term by the respective appointing member government's governing board.

C. Officers; Compensation – Those officers currently serving as of the date of adoption of this resolution, shall continue serving until the next organizational meeting of the Albemarle Commission governing board.

Thereafter, the Albemarle Commission governing board shall hold an organizational meeting annually in January to elect a chair, vice-chair and secretary by simple majority vote of those delegates present and voting at a properly constituted meeting. Only Commissioner delegates, i.e., those delegates who are members of a member government’s governing board, shall be eligible to hold an office, other than the non-voting office of immediate past chair.

Delegates may be compensated and reimbursed for their expenses at an appropriate mileage rate by the Albemarle Commission for attendance at meetings of the Albemarle Commission governing board.

### ARTICLE III

#### POWERS AND DUTIES

The Albemarle Commission shall possess the following powers:

- (1) Apply for, accept, receive, and disburse funds, grants, and services made available to it by the State of North Carolina or any agency thereof, the federal government or any agency thereof, any unit of local government or any agency thereof, or any private or civic agency;
- (2) Employ personnel;
- (3) Contract with consultants;
- (4) Contract for services with the State of North Carolina, any other state, the United States, or any agency of those governments;
- (5) Study and inventory regional goals, resources, and problems;
- (6) Prepare and amend regional development plans, which may include recommendations for land use within the region, recommendations concerning the



need for and general location of public works of regional concern, recommendations for economic development of the region, and any other relevant matters;

- (7) Cooperate with and provide assistance to federal, state, other regional, and local planning activities within the region;
- (8) Encourage local efforts toward economic development;
- (9) Make recommendations for review and action to its member governments and other public agencies that perform functions within the region;
- (10) Exercise any other power necessary to the discharge of its duties.

#### ARTICLE IV

##### FINANCES

Funding for the Albemarle Commission's administrative and general operational requirements shall, in addition to other funds which might become available, be provided by member governments. Each member government's proportionate share shall be determined by a per capita assessment based on the most recent United States Census. Thereafter, the Albemarle Commission governing board shall develop and adopt, by simple majority vote, an annual budget for each up-coming fiscal year showing the anticipated contribution of each county which budget shall be submitted to the member governments for review and comment not later than May 1.

#### ARTICLE V

##### BUDGETARY AND FISCAL CONTROL

The Albemarle Commission budget and fiscal affairs shall comply with the procedures set forth in the Local Government Budget and Fiscal Control Act, Chapter 159, Subchapter III of the North Carolina General Statutes.

The Albemarle Commission shall cause to be made an annual audit of its books and

records by an independent certified public accountant at the end of the each fiscal year and a certified copy of the audit shall be filed promptly with each member government.

ARTICLE VI

WITHDRAWAL

A member government may withdraw from the Albemarle Commission by giving at least two years' written notice to the other member governments.

ARTICLE VII

AMENDMENTS

This resolution may be amended, modified or repealed by the unanimous action of the member governments.

ARTICLE VIII

DISSOLUTION

If the Albemarle Commission is dissolved by the unanimous action of the member governments then the proceeds that may be derived from the sale of the Albemarle Commission's assets, less payment of debts and liabilities, shall be distributed among the member governments pursuant to the following formula:

$$\frac{\text{Member Government Population}}{\text{Total population of Member governments}} \times \text{Total Dollar Value of Albemarle Commission assets} = \text{Member government's Share}$$

**Section 2.** All provisions of resolutions creating, amending or modifying the 1997 Resolution which are not re-enacted by this resolution, are hereby repealed.

**Section 3.** This resolution shall take effect immediately upon its unanimous adoption by the Counties.

ADOPTED the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

\_\_\_\_\_  
Clerk to the Board  
(SEAL)

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*Public Hearing - Proposed Water Main Extension Along Leslie Lane in Avon*

**Description**

At their January 22, 2019 meeting, the Board voted to schedule a Public Hearing for 5:30 p.m., Tuesday, February 19 to receive comments on a proposed water main extension along Leslie Lane in Avon.

Enclosed is a letter that was sent from Ken Flatt, Dare County Utilities Director, to the Leslie Lane property owners outlining the proposed project. Also enclosed is the Public Notice that was published.

**Board Action Requested**

Conduct a Public Hearing & Take Appropriate Action

**Item Presenter**

County Manager Robert Outten



# COUNTY OF DARE

## Water Department

600 Mustian St., Kill Devil Hills, NC 27948

Water Distribution

Phone (252) 475-5990

Fax (252) 441-2239

January 24, 2019

Dear Property Owner,

The Dare County Board of Commissioners voted to set a public hearing for the February 19, 2019 Board meeting at 5:30 pm to allow public comments on a proposed water main extension along Leslie Lane in Avon, NC.

The water main extension was requested by some of the property owners currently not served by the Dare County water. The proposed water main along Leslie Lane will provide increased fire protection and extend water service to properties currently not served. The total engineering and construction cost incurred by the Dare County Water Department would be funded by a tax assessment of the twenty-two (22) benefited parcels pursuant to NCGS 153A-185 et Seq.

The preliminary estimated total project cost is \$25,000.00. This estimated cost includes engineering, testing, permitting, and construction cost of approximately 700 feet of water line, valves, and hydrants including right-of-way restoration services

New customers interested in signing up for a typical 3/4-inch water service would also be required to pay the System Development Fee (\$2,405.00), Connection Fee (\$340.00) and an Account Deposit (\$107.00) in addition to the estimated assessment of \$1,136.00 for a total of \$3,988.00. Customers already connected to the water system would only be required to pay the estimated assessment of \$1,136.00 and their meters relocated to the right-of-way in front of their properties and reconnection of their existing water service lines.

Enclosure: Public Hearing Notice.

Sincerely,

Ken Flatt  
Dare County Utilities Director



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

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## PUBLIC NOTICE

### **PUBLIC HEARING TO BE HELD ON A PROPOSED WATER MAIN EXTENSION ALONG LESLIE LANE IN AVON, NC**

The Dare County Board of Commissioners will conduct a Public Hearing to receive comments about a proposed water main extension along Leslie Lane in Avon, North Carolina.

The Public Hearing will be held at 5:30 p.m., Tuesday, February 19, 2019 as part of the regularly scheduled Board of Commissioners meeting.

Comments can be made at the Dare County Administration Building, 954 Marshall C. Collins Drive in Manteo or through a video link at the Fessenden Center Annex, 47017 Buxton Back Road in Buxton.



*Public Hearing -- Kenrick Albaugh Avon Zoning Map and C-2 Text Amendment*

**Description**

A public hearing on an amendment to the Avon zoning map and the C-2 zoning regulations is scheduled for 5:30 p.m. These changes are in response to an error in classifying the property in 1992 when the original zoning map for Avon was adopted. At the close of the hearing, the Board may act to adopt the C-2 amendment and reclassify the two parcels to C-2, commercial.

Motion for favorable action: "I move that the Avon zoning map be revised to apply C-2 commercial zoning to 40041 Brinkley Lane and 40054 Watson Lane and to add storage warehouses to the list of conditional uses in the C-2 district." A finding of consistency is adopted as part of this motion."

**Board Action Requested**

Conduct public hearing and act favorably on rezoning and C-2 text amendment.

**Item Presenter**

Donna Creef

STAFF REPORT February 19, 2019 Board of Commissioners Meeting

FROM: Donna Creef, Planning Director

RE: Public Hearing -- Avon Zoning Map Amendment – Kendrick Albaugh

Earlier this month, the Board scheduled a public hearing for a zoning map amendment application filed by Mr. Kenrick Albaugh. Mr. Albaugh owns property located 40041 Brinkley Lane in Avon, NC. The property is currently zoned R-2A, residential. There was an error in classifying the property when the Avon zoning map was adopted in 1992. The 1992 classification did not recognize the commercial use of the property. The structures on the property were constructed in 1985 and are used as storage warehouses. In order to apply a C-2 commercial zone to the site, Mr. Albaugh has filed a request to revise the Avon map. A text amendment to the C-2 district to include storage warehouses was added as part of the Planning Board recommendation.

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

*Land Use Compatibility Management Topic*

*Policy # LUC # 5*

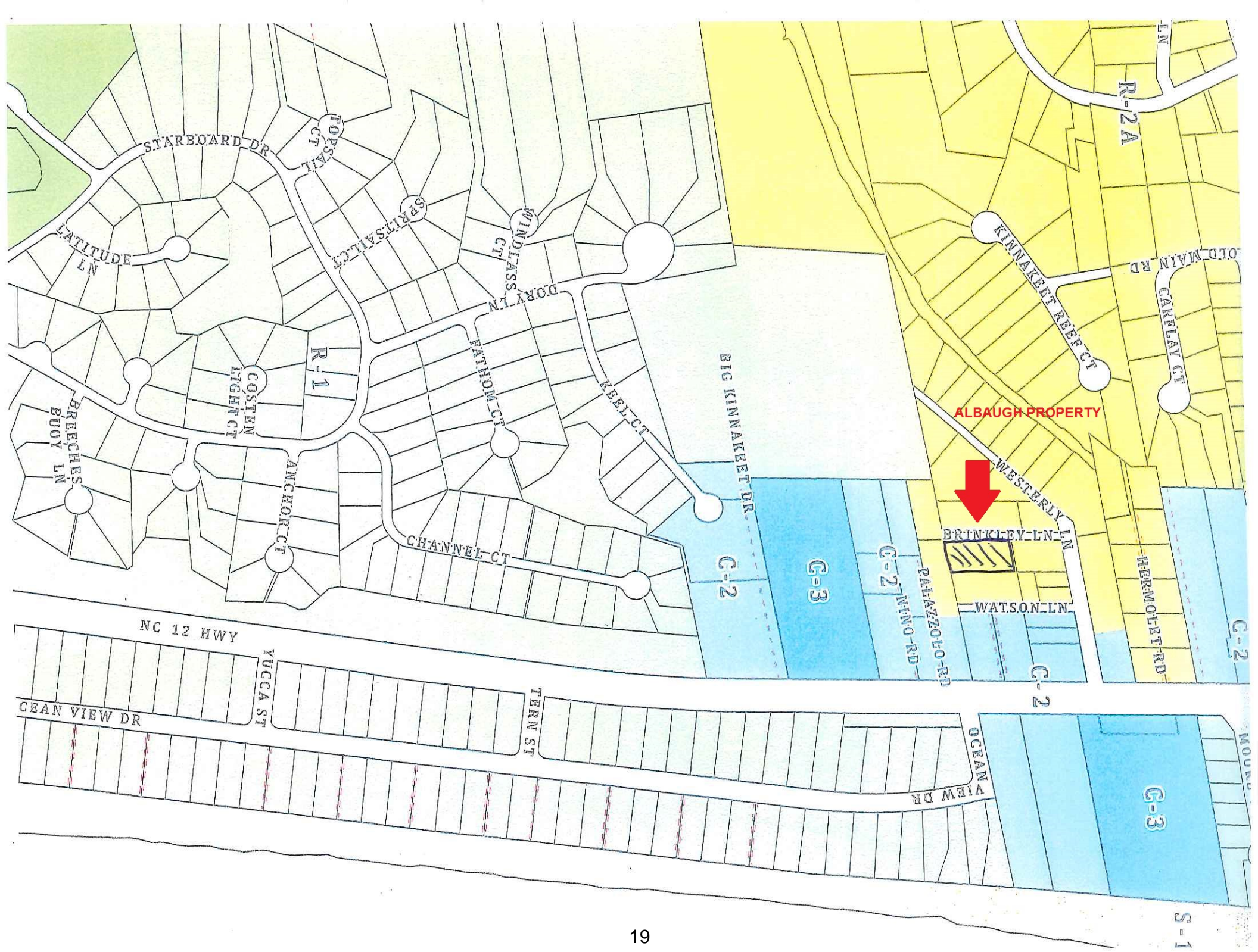
*Dare County encourages the continued existence and development of locally-owned businesses in unincorporated Dare County.*

*Implementation Strategy for LUC #5 – Inventory of older existing commercial businesses and consideration of zoning amendment to ensure their replacement or repair in the event of damage from a natural disaster.*

The Albaugh request is consistent with this policy.

After the hearing, the Board will have completed all necessary procedures to act on the request. A finding of consistency should be included with any favorable motion.





ALBAUGH PROPERTY



## ZONING AMENDMENT CONSISTENCY DETERMINATION

On February 19, 2019, the Dare County Board of Commissioners considered a zoning map amendment application submitted by Kenrick Albaugh. This zoning map amendment application seeks to extend C-2 commercial zoning to 40041 Brinkley Lane in Avon, NC, Parcel 014720-000.

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

A review of the Dare County Land Use Plan found the following policy and implementation strategy to be applicable to the zoning map and text amendment:

### Land Use Compatibility Management Topic

#### Policy # LUC # 5

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

*Implementation Strategy for LUC #5 – Inventory of older existing commercial businesses and consideration of zoning amendment to ensure their replacement or repair in the event of damage from a natural disaster.*

On January 14, 2019 the Dare County Planning Board voted to recommend favorable adoption of the Albaugh zoning map amendment and associated C-2 text amendment. Based upon the recommendation of the Planning Board and a review of the policy, the Dare County Board of Commissioners find the zoning map amendment to be consistent with the 2009 Dare County Land Use Plan since the amendment will allow for the continued existence of an existing commercial facility. This map amendment will adjust the incorrect classification previously applied to the property in 1992 when the Avon zoning map was originally adopted. The commercial use of 40041 Brinkley Lane was not identified at that time and an incorrect zoning classification of R-2A residential was applied to the site. In order to make the use of 40041 Brinkley Lane consistent with the C-2 zoning classification, storage warehouses is also added as a conditional use to the C-2 district.

The Board of Commissioners acknowledge the intent of the C-2 business district is to provide for the grouping and development of commercial facilities to serve permanent residents and the general public. The range of uses permitted in the district includes retail, restaurants, hotels, parking lots, offices and automobile service stations.

The Dare County Board of Commissioners hereby adopt the Albaugh zoning map amendment and associated C-2 text amendment be adopted. The action also reclassifies 40054 Watson Lane Parcel 014721-000 from R2-A residential to a new zoning designation of C-2 commercial to make the area zoned C-2 contiguous from NC12 to the western most property line of the Albaugh property.



*Consent Agenda*

**Description**

1. Approval of Minutes (02.04.19)
2. Budget Amendment - NCDOT Reimbursement for Kitty Hawk Bridge Water Line Relocation
3. Appoint Firefighters Relief Fund Board Member - Buxton Volunteer Fire Department
4. Budget Amendment - Hatteras Inlet Year 2 Maintenance
5. Tax Collector's Report

**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

**9:00 a.m., February 4, 2019**

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

Commissioners absent: Rob Ross

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).

At 9:03 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Cherri Wheeler, a retired Air Force Chaplain to share a prayer, and then he led the Pledge of Allegiance to the flag. The Chairman noted that Commissioner Ross was out of town with an excused absence.

#### **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 –

- Mentioned a meeting that he, Vice Chairman Overman, Commissioner Ross, and the County Manager had with Senator Steinburg and his Legislative Assistant on how the Senator’s office can help Dare County with issues of concern in Raleigh
- As a member of the College of the Albemarle Board of Trustees, he reported on scholarships that are available from the COA Foundation, many of which are eligible for Dare County students.
- Reported that the recent Hatteras Island Oyster Roast was outstanding and thanked Commissioner Couch for hosting the well-attended event.
- Invited everyone to the Community Day for the opening of the new bridge over Oregon Inlet. He gave details about a brief ceremony that will be held to opening the new bridge, with a formal dedication to be held later.

- Presented a certificate of appreciation to the Cape Hatteras Methodist Men for the inspiring way that they faithfully provided food, shelter, medical and spiritual care to those in need since 1978. A video was shown highlighting the group of dedicated volunteers.
- Announced that the Clerk to the Board, will be retiring in June. He spoke emotionally from the heart about how much he values the Clerk's commitment, service and friendship
- Reported that the Business North Carolina magazine has ranked North Carolina number one on the list of best states for business. He added that the Robert Wood Johnson Foundation has recognized Dare County for having the highest quality of life in the State.

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

- 1) Debra Perrot, Community Social Services Technician, received a 10-year pin.
- 2) Kenneth Brite, Emergency Medical Services Lieutenant, received a 15-year pin.
- 3) Eric Cleaver, Parks & Recreation Leisure Activity Specialist, received a 15-year pin.

## **ITEM 3 – EMPLOYEE OF THE MONTH – FEBRUARY 2019**

Kristen Stilson received the Employee of the Month award from Matt Hester who described the many ways that Ms. Stilson is an asset to the Information Technology Department.

The County Manager commended Planning Director Donna Creef for her extraordinary effort in completing 25 mitigation grant applications to help Dare County families have their houses raised with state and federal grants. He explained that the County was notified last Thursday that the grant applications had to be submitted by Monday. On behalf of the citizens who may benefit from the grants, he thanked the Planning Director for doing this monumental task so quickly and for successfully meeting the deadline.

EMS Chief Jennie Collins joined the County Manager in recognizing the 2018 Employee of the Year, Dare MedFlight Pilot Mike Hill, who was unable to attend the January meeting when his award was announced.

## **ITEM 4 – PUBLIC COMMENTS**

At 9:50 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which can be viewed in their entirety in a video on the County website –

*The following comments were made in Manteo –*

1. Mattie Lawson – asked the Board to consider making a pro-life statement and share it with other counties and the governor. She noted that Dare County is recognized as a leader and has influence throughout the State of North Carolina. She cited reasons why a pro-life statement is needed in the wake of other states that have adopted, or are considering, legislation to allow late-term and full-term abortions.

*There were no comments made in Buxton –*

The County Manager closed Public Comments at 9:54 a.m.

**ITEM 5 – REPORT FROM THE NATIONAL PARK SERVICE**

Superintendent David Hallac gave an update on Park Service operations in Dare County in the wake of the recent federal government shutdown. He thanked the Board and the people of Dare County for their patience and understanding during the shutdown. He commended the Dare County Social Services Division for the assistance they provided. He noted that during the shutdown, Chairman Woodard continually checked in with him with offers of help. Superintendent Hallac thanked the Board of Commissioners for creating what he called a “family culture” throughout the County where people help each other just like family.

**ITEM 6 – RESOLUTION SUPPORTING JCPC ALLOCATION EXPANSION (Att. #1)**

Bonnie Bennett, Treasurer of the Juvenile Crime Prevention Council (JCPC), joined by Ella Fields-Bunch, the JCPC Area Consultant appeared before the Board with a resolution request. They explained the need for a resolution calling for an increase in State funding to ensure the successful implementation of legislation that goes into effect later this year, which will expand the age of juvenile jurisdiction; increasing it to juveniles ages 16 and 17. The Board was told that additional State funds are needed for the JCPC to be prepared to handle referrals for juveniles in the expanded age group. Their resolution was read by the Manager.

**MOTION**

Vice Chairman Overman motioned to approve the resolution of support as presented.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 7 – N.C. COOPERATIVE EXTENSION REPORT TO THE PEOPLE**

Shannon Brooks, County Extension Director and Horticulture Agent, outlined the organization’s 2018 accomplishments. She provided information about Cooperative Extension’s volunteerism, educational opportunities, and community partnerships. A video was presented showcasing many of the group’s activity highlights including youth in the 4-H program and Master Gardener volunteers. Chairman Woodard thanked Ms. Brooks and the Cooperative Extension staff.

**ITEM 8 – CONDITIONAL USE PERMIT – CLUSTER HOME DEVELOPMENT**

This agenda item was handled as a quasi-judicial proceeding. Planning Director Donna Creef and Project Engineer Brian Rubino were both duly sworn by the Clerk to the Board before offering any testimony.

Planning Director Donna Creef presented a Conditional Use Permit (CUP) submitted by O.T. Enterprises for construction of a cluster home development in Avon, NC. She noted that this request is the first item that has been submitted following the Board’s previous action to address the County’s housing shortage. Ms. Creef outlined the CUP and said the Planning Board voted unanimously to recommend approval. Mr. Outten advised that staff is working with the State to determine if a sprinkler system is needed. He explained that if the Board approves the CUP, the condition requiring a sprinkler system might need to be removed once a determination is made.

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

**MOTION**

Commissioner Couch motioned to approve the proposed cluster home development and site plan as recommended by the Planning Board with authorization being given to staff to remove the condition pertaining to sprinkler systems, if it is determined not to be required in the building code.

Commissioner Bateman and Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 9 – AVON ZONING MAP AMENDMENT: KENRICK ALBAUGH**

The Planning Director outlined a zoning map amendment submitted by Kenrick Albaugh to rezone a parcel located at 4001 Brinkley Lane in Avon that is currently zoned R2-A to a C-2 commercial designation. It was noted that the structures on the property were constructed in 1985 and are used as storage warehouses. The Board was advised that when the Avon zoning map was developed in 1992, the commercial use of the property was not identified and as a result the classification of R-2A was applied to the site. And, it has been the County's practice to apply a zoning classification consistent with the use of the property at the time of map development. In order to make the property entirely conforming with a correct zoning classification a text amendment is recommended by the Planning Board, which would require a Public Hearing by the Dare County Board of Commissioners.

**MOTION**

Commissioner House motioned to schedule a Public Hearing for 5:30 pm, Tue., February 19. Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**RECESS: 10:29 a.m. – 10:43 a.m.**

**ITEM 10 – UPDATE ON THE BONNER BRIDGE REPLACEMENT (Att. #2)**

The County Manager summarized the steps taken by the County to gather community input on the naming of the replacement for the Bonner Bridge. He summarized the responses that were submitted on the Dare County website, which was the official portal for people to suggest names for the Board of Commissioners to consider. Mr. Outten noted that if the Board chooses to move forward on a name for submission to the North Carolina Department of Transportation, it will need to authorize an appropriate resolution for the application package and commit to NCDOT's required administrative fees that go with it. Chairman Woodard asked each Commissioner to weigh-in with their thoughts, which led to lengthy discussion of the issue that can be viewed in a video on the Dare County website. Following is a brief summary of each Commissioner's recommendation on the naming of the bridge - - -



Commissioner Tobin

He advised the Board that he is involved in a business negotiation involving a descendant of Herbert C. Bonner, for whom the existing bridge is named, and asked to be recused from discussion and voting on this item.

**MOTION**

Commissioner Bateman motioned to recuse Commissioner Tobin.

Commissioner House seconded the motion.

VOTE: AYES unanimous

- After voting on the recusal motion, Commissioner Tobin exited the room at 10:48 a.m. and did not reenter until 11:09 a.m. after discussion and voting on the agenda item was completed.

Commissioner Bateman

Cited the reasons why he supports naming it in honor of Marc Basnight. He noted that his enthusiasm for this does not demean the worth of any other nominee. He suggested calling it the “Marc Basnight Oregon Inlet Bridge” with a separate tribute to Herbert C. Bonner for the portion of the current structure that will remain when the new bridge is in service.

Commissioner Couch

Voiced the sentiment of his constituents who he said want the Herbert C. Bonner name to carry over to the new bridge. He said although he has personal affection for Marc Basnight and his family, he explained that this is a matter of representing the wishes of the people in District 4. For this reason he said he was in favor of the Herbert C. Bonner name.

Commissioner House

Advocated protecting our rich history while at the same time honoring the present by calling it the “Bonner Basnight Bridge”. He said there also needs to be an appropriate marker honoring the Bonner family as well as an historical marker commemorating Toby Tillett who, before there was a bridge, provided an invaluable ferry service at Oregon Inlet.

Vice Chairman Overman

Reminded that the Board asked people to submit names through the Dare County website and based on their input the greatest number of responses were for Marc Basnight. He said whether we may personally agree or not with the people’s selection, it is incumbent on us as Commissioners to listen to the voice of the people and not ignore the results we have received.

Chairman Woodard

Explained that the Board unanimously agreed to put this issue on the County website as a way for the public to officially suggest names. He tallied the results of what people submitted to the County and said it indicates that the public supports naming it for Marc Basnight. Based on this, he said he could agree to calling it the “Marc Basnight Oregon Inlet Bridge.”

After each Commissioner had an opportunity to speak, the Chairman asked for a motion.

**MOTION**

Commissioner Bateman motioned to name it the “Marc Basnight Oregon Inlet Bridge” and that NCDOT retain the Herbert C. Bonner name with an appropriate placard dedicating the portion of the current structure that will remain when the new bridge is placed in service.

Vice Chairman Overman seconded the motion.

VOTE: AYES: 3 (Commissioners: Woodard, Overman and Bateman)

NOES: 2 (Commissioners: House, Couch)

Motion carried in a 3 to 2 vote (Note: Commissioner Ross was not present due to an excused absence  
Commissioner Tobin was recused from voting on this item)

**ITEM 11 – SERIES 2019 LIMITED OBLIGATION BONDS REIMBURSEMENT  
RESOLUTION AND CAPITAL PROJECT ORDINANCE (Att. #3)**

Finance Director David Clawson briefed the Board on the Series 2019 Limited Obligation Bonds (LOBs) pertaining to the 2019 Capital Improvements Plan (CIP) adopted by the Board. It was noted that the LOBs will finance COA new construction and renovations, Animal Shelter new construction, and Health & Human Services construction/renovation. He added that it will also include the purchase of and renovations to 711/715 Highway 64/264 in Manteo. Mr. Clawson explained that a Reimbursement Resolution is needed, due to an IRS requirement, and it will declare the County’s intent to reimburse itself from debt proceeds upon the debt closing later this year. The reimbursement allows the County to proceed with design, engineering, and other costs and to use the future debt proceeds as the revenue for the project budget. He asked the Board to adopt the Reimbursement Resolution and a related Capital Project Ordinance.

**MOTION**

Vice Chairman Overman motioned to adopt the Reimbursement Resolution and Capital Project Ordinance.

Commissioner House and Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 12 – CONSENT AGENDA**

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

**MOTION**

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (01.22.19) **(Att. #4)**
- 2) Public Health Division – Purchase the Shingles Vaccine (Shingrix)
- 3) Sanitation – Budget Amendment to increase Container Purchases Line Item
- 4) Water Dept – NCDOT Right of Way Encroachment Agreement, 1182 Duck Road
- 5) Water Dept – NCDOT Right of Way Encroachment Agreement, Barley Lane, Frisco
- 6) Water Department Budget Amendment
- 7) Advertise 2018 Tax Year Liens

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

### ITEM 13 – BOARD APPOINTMENTS

- 1) Aging Advisory Council  
Commissioner Couch motioned to reappoint Brandi Rheubottom and Kaye White.  
Commissioner House seconded the motion.  
VOTE: AYES unanimous
- 2) Older Adult Services Advisory Council  
Commissioner House motioned to appoint Craig Albert.  
Commissioner Tobin seconded the motion.  
VOTE: AYES unanimous
- 3) Planning Board  
Vice Chairman Overman motioned to - - -
  - o Reappoint Terry Gore to his At-Large seat.
  - o Appoint James R. “Buddy” Shelton to the vacant District 1 seat.Commissioner Tobin and Commissioner Couch seconded the motion.  
VOTE: AYES unanimous
- 4) Senior Tar Heel Legislature Delegates  
Commissioner House motioned to reappoint - - -
  - o Kay White as Delegate
  - o Mary Ellen Hawthorne as AlternateCommissioner Tobin seconded the motion.  
VOTE: AYES unanimous
- 5) Upcoming Board Appointments  
The upcoming Board appointments for March, April and May were announced.

### 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 –

1. The County Manager briefed the Board on a need for a resolution designating David Clawson and Sandy West as Applicant’s Agent, which will enable staff to file applications for federal and state assistance related to Hurricane Michael.  
**MOTION (Att. #5)**  
Commissioner Couch motioned to approve the resolution designating Applicant’s Agent.  
Commissioner House seconded the motion.  
VOTE: AYES unanimous
2. Mr. Outten also presented a resolution designating the County Manager and Donna Creef as Applicant’s Agent, which will enable staff to file applications for federal and state assistance related to mitigation grants.  
**MOTION (Att. #5)**  
Commissioner Couch motioned to approve the resolution designating Applicant’s Agent.  
Commissioner House seconded the motion.  
VOTE: AYES unanimous

Public Information Officer Dorothy Hester reminded that large item pickup is underway and the County Manager reminded people to check the website to see what items are eligible for large item pickup. Ms. Hester provided details about the Community Day that is planned for the opening of the new bridge over Oregon Inlet. Finance Director David Clawson said the Buxton beach nourishment engineers will soon be presenting an update report to the Board and outline what is needed for project completion.

#### Vice Chairman Overman

- Congratulated the service pin recipients and the Employee of the Month.
- Commented on the recent Hatteras Island Oyster Roast, which was well attended.
- Thanked Mattie Lawson for her courageous public comment about late term abortion, which he said is infanticide and should not be allowed anywhere.

#### Commissioner Bateman

- Mentioned the upcoming Community Day to open the new bridge over Oregon Inlet.
- Said the recent Hatteras Island Oyster Roast was a great event.
- Praised the Cape Hatteras Methodist Men and described the remarkable way they helped someone that he knew.
- Thanked the Clerk to the Board and recalled how he had helped him during his transition onto the Board of Commissioners.

#### Commissioner Couch

- Commended the County's Social Services Division for the way they work closely with the Cape Hatteras Methodist Men by referring people to the group for help and assistance.
- Thanked Commissioners and everyone who came to the Hatteras Island Oyster Roast.
- Said he is elated with the relationships the County is establishing with our Raleigh delegation.
- Applauded the Buxton Volunteer Fire Department for their tremendous service and spoke about their recent groundbreaking ceremony. He added that Volunteer Fire Departments do so much for people throughout Dare County.

#### Commissioner Tobin

- Reported that the Oregon Inlet Task Force has approved architects and project managers for the dredge vessel.
- Gave a report on the Community Advisory Council and noted that both long term care facilities in Dare County are doing a lot to improve, especially Spring Arbor.
- Thanked the Bridge Moms for their tireless work regarding the Bonner Bridge replacement.
- Noted that the School of Government training he recently attended was a comprehensive course and a good opportunity to network with other commissioners and managers. He advised the Hyde County Manager expressed appreciation for all that Dare County does to help them.

#### Commissioner House

- Thanked Dare County's long term employees for their service.
- Said County staff should take pride in their part of Dare County being ranked number one.
- Reported that watermen should receive checks soon from the \$11 million in disaster relief.

- Advised that he will be watching out for what happens at the upcoming meeting of the Southern Flounder Advisory Committee when they consider two items on their agenda and as Marine Fisheries looks at shellfish leases.
- Commented that February is Black History Month, Heart Health Month, and Hot Tea Month.
- Thanked the Clerk to the Board for his dedication and wished him well in his retirement.

Chairman Woodard

- Shared a letter from Lynda Hester, Chairperson of the Dare County Center Advisory Board. The letter expressed gratitude for the way Commissioner Ross, who serves on their Board, generously shares his time and talents with the Dare County Center.

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

**MOTION**

Commissioner Bateman motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 11:38 a.m., the Board adjourned until 5:00 p.m., Tuesday, February 19, 2019.

Respectfully submitted,

[SEAL]

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

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

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



*Budget Amendment - NC DOT Reimbursement for Kitty Hawk Bridge Water Line Relocation  
(Consent Agenda)*

**Description**

Budget Amendment: NC DOT Reimbursement for the water line relocation associated with the Kitty Rd Bridge replacement project NC DOT project R-5738. Additional funds are required due to a redesign by the NC DOT engineers as a result of CAMA requirements. The cost of the change order is \$45,795.00. The changes required additional directional bores to comply with CAMA regulations. The contractor has already completed the work.

**Board Action Requested**

Approval of Budget Amendment

**Item Presenter**

Ken Flatt

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# **DARE COUNTY**

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## **BUDGET AMENDMENT**

**F/Y 2018/2019**

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
NC DOT Reimbursement	363800	427550	38044	45,795	
 <u>Expenditures:</u>					
Distribution Lines - ND	364815	518004	36001	45,795	

**Explanation:**

Budget Amendment: NC DOT Reimbursement for the water line relocation associated with the Kitty Rd Bridge replacement project NC DOT project R-5738. Additional funds are required due to a redesign by the NC DOT engineers as a result of CAMA requirements. The cost of the Change Order is \$45,795.00. The changes required additional directional bores to comply with CAMA regulations. The contractor has already completed the work.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

February 11, 2019

Robert L. Outten, County Manager  
County of Dare  
P. O. Box 1000  
Manteo, NC 27954

Reference: Utility Relocation Agreement – Amendment #1  
SR 1208 (West Kitty Hawk Rd.)  
NCDOT STIP Project No. R-5738  
Dare County, North Carolina

Dear Mr. Outten,

The NC Department of Transportation and the Dare County Water Department entered into a Utility Relocation Agreement on August 21, 2017 to relocate water lines in conflict with STIP Project R-5738 on SR 1208 (West Kitty Hawk Rd.). The original agreement included relocation of a 6" water line in conflict with replacement of Bridge #40 over Jean Guite Creek. The original estimated cost to the Department was \$95,535.00

After execution of the URA, the Department identified the need to relocate another section of 8" waterline in conflict with a proposed culvert replacement near Roadway Station 54+50. The estimated cost to relocate this 8" line by directional bore was \$45,795.00.

The Department authorized the additional work and associated cost by email on July 23, 2018. Please proceed with payment of the contractor and invoice the Department for payment.

If you have questions or need additional information, please let me know.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "W. B. Hobbs".

W. B. HOBBS, PE

Division Project Team Lead

cc: Ken Flatt, Utilities Director

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION ONE  
113 AIRPORT DRIVE, SUITE 100  
EDENTON, NC 27932

Telephone: (252) 482-1850  
Fax: (252) 482-8722  
Customer Service: 1-877-368-4968

Location:  
113 AIRPORT DRIVE, SUITE 100  
EDENTON, NC 27932

Website: [www.ncdot.gov](http://www.ncdot.gov)





*Appointment of Firefighters Relief Fund Board Member of the Buxton Volunteer Fire Department*

**Description**

58-84-30. Trustees appointed: organization. For each county town or city complying with and deriving benefits from the provisions of this Article, there shall be appointed a local board of trustees, known as the trustees of the local Firefighters Relief Fund, to be composed of five (5) members, two (2) of whom shall be elected by the members of the local fire department who are qualified as beneficiaries of such fund, two (2) of whom shall be elected by the mayor and board of aldermen or other local governing body, and one (1) of whom shall be named by the Commissioner of Insurance. Their selection and term of office shall be as follows:  
The mayor and board of aldermen or other local governing body shall appoint two (2) representatives to the board to serve at the pleasure of the governing body. Board members appointed pursuant to this subdivision shall be residents of the fire district.

**Board Action Requested**

Appoint Timothy W. Jennette to the Buxton Volunteer Fire Department Firefighters Relief Fund Board of Trustees

**Item Presenter**

Steve Kovacs, Dare County Fire Marshal



# COUNTY OF DARE

**Office of the Fire Marshal**  
P.O. Box 1000, Manteo, North Carolina, 27954

**Steven R. Kovacs**  
Fire Marshal

(252) 475-5750  
Fax: (252) 473-3168

**To:** Dare County Board of Commissioners  
**From:** Steven R. Kovacs, Fire Marshal  
**Date:** January 30, 2019  
**Re:** Buxton Fire Department – Firemen's Relief Board Appointment

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The Firefighters' Relief Fund (FRF) benefit (General Statutes 58-84-1 through 58-84-60) was passed into Legislation in 1907. Its purpose was to financially assist firefighters that may have been injured while volunteering their service to their community. This is funded by a percentage of the tax paid on property insurance coverage pursuant to G.S 105-228.5. This fund is managed by a 'Local Relief Board'.

A local Firefighters' Relief Fund Board of Trustee's shall be elected/appointed to control the local funds. The Firefighters' Relief Fund Board of Trustee's is comprised of five (5) people: two shall be elected by the fire department and shall either be a resident of the fire district or an active or retired member of the fire department; two shall be elected by the City/or County governing body, and members appointed pursuant to this section shall be residents of the fire district; and one shall be appointed by the Insurance Commissioner.

I have been contacted by Chief Bryan Perry advising that Mr. Frank Folb who is currently an appointee of the Board is no longer living in Buxton and unable to serve on the Relief Board. Chief Perry has spoken with Mr. Tim Jennette of Buxton and he is willing to serve as Mr. Folb's replacement on the Relief Board.

We respectfully request that the Board of Commissioners appoint Mr. Timothy W. Jennette, PO Box 745 Buxton, NC to the vacant seat on the Buxton Fire Department's Firemen's Relief Board.

If you have any questions please do not hesitate to contact me. Thank you for your time and consideration.



Steve Kovacs

Dare County Fire Marshal

Frank Folb has moved from the area and feels he can no longer serve on the Relief Fund Board. Tim Jennette, a retired Asst. Chief for Buxton is willing to serve if the Dare County Board of Commissioners would approve. His info is: Timothy W. Jennette, PO Box 745, Buxton, N.C., [timjennette@yahoo.com](mailto:timjennette@yahoo.com).

Thank you,

Bryan Perry

Chief

Buxton Volunteer Fire Dept.



***BUDGET AMENDMENT - HATTERAS INLET YEAR 2 MAINTENANCE***

**Description**

Appropriate grant revenue and related expenditures for NC Dept of Environmental Quality grant #7767 for Hatteras Inlet Maintenance. Funds awarded from Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund. Grant requires 25% match of \$6,765.

**Board Action Requested**

Board approval of budget amendment

**Item Presenter**

Ann Daisey

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
INLET MAINTENANCE					
<u>Revenues:</u>					
SDNCD&AW-Grant Proceeds	253571	427013	00764	\$20,295	
<u>Expenditures:</u>					
SDNCD&AW-Inlet Maintenance-HI	254571	559912	00764	\$27,060	
Inlet Maintenance-HI	254571	559912			\$6,765

Explanation:

Appropriate grant revenue and related expenditures for NC Dept of Environmental Quality grant #7767 for Hatteras Inlet Maintenance. Funds awarded from Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund. Grant requires 25% match of \$6,765.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

GRANTEE'S FEDERAL  
IDENTIFICATION  
NUMBER: \*\*-\*\*\*0293

## North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this day **January 17, 2019**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **DARE COUNTY** (the "Grantee"<sup>1</sup>).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
  - a. State's General Terms and Conditions (Attachment A)
  - b. Department's Request for Proposal ("RFP") (Attachment B)
  - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
  - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
  - e. Conflict of Interest (Attachment E)

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

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from **January 17, 2019** to **January 16, 2020**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
  - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
  - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

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

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department’s Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

**6. Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

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

**7. Department’s Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

**8. Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **TWENTY THOUSAND TWO HUNDRED AND NINETY-FIVE DOLLARS (\$20,295.00)** (the “Total Award Amount”). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Receipts	SDNCD&AW	N/A

*Account Coding Information:*

Dollars	GL Company	GL Account	GL Center
\$20,295.00	1602	536990	2182

*Grantee Matching Information:*

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

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

- c. The Grantee's matching requirement is **\$6,765.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$6,765.00
	Cash and In-Kind	\$
	Other / Specify:	\$

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

Based on the figures above, the total contract amount is **\$27,060.00**

- 9. Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
  - a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- 10. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.
- 14. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.



Grantee Contract Administrator	Department's Contract Administrator
Ann Daisy, Contract Administrator County of Dare PO Box 1000 954 Marshall C Collins Dr. Manteo, NC 27954 Telephone: 252-475-5628  Email: ann.daisey@darenc.com	Coley Corderio, Ph.D., GISP Coastal Infrastructure Projects Manager Division of Water Resources 1611 Mail Service Center Raleigh, NC 27699-1611 Telephone: 919-707-9013  Email:coley.cordeiro@ncdenr.gov

- 15. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16. **Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
  - a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
  - b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
  - c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 17. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:
  - Title VI of the Civil Rights Act of 1964, as amended;
  - Civil Rights Restoration Act of 1987, as amended;
  - Section 504 of the Rehabilitation Act of 1973, as amended;
  - Age Discrimination Act of 1975, as amended;
  - Titles II and III of the Americans with Disabilities Act of 1990, as amended;
  - Title IX of the Education Amendments of 1972, as amended;
  - Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
  - Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

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

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

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

IN WITNESS WHEREOF, the Grantee and the Department execute this Agreement one (1) original, the day and year first above written.

**COUNTY OF DARE**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

By \_\_\_\_\_  
Grantee's Signature

By \_\_\_\_\_  
Signature of Department Head or Authorized Agent

\_\_\_\_\_  
Printed Name and Title

Tommy Kirby, Purchasing Director  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Organization

Financial Services Division, Purchasing and Contracts Section  
\_\_\_\_\_  
Division/Section

**ORIGINAL**

## General Terms and Conditions Governmental Entities

### DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards,

agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

**Sub-grantees:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.

### Indemnity

**Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

### Default and Termination

**Termination by Mutual Consent:** Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

**Termination for Cause:** If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

### Compliance with Applicable Laws

**Compliance with Laws:** The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

### Confidentiality

**Confidentiality:** As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

### Oversight

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The

Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

**Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

**Time Records:** The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

### Miscellaneous

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

**Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

**Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

**Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

**Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

**Lobbying:** The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

**By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32:** It is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources,

Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

**Water Resources Development Grant Program (WRDGP)**  
**Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund**  
**Guidelines FY 2018 - 2019**

**Administered by:** N.C. Department of Environmental Quality (DEQ), Division of Water Resources (DWR), 1611 Mail Service Center, Raleigh, N.C., 27699-1611. Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

**Authority:** DWR is authorized to provide grants to local governments for water resources development projects by [N.C. Gen. Stat. § 143-215.70-73](#) and [15A NCAC 02G .0100](#).

**Who is Eligible:** Units of local government and local political subdivisions.

**Application Deadlines:** Applications can be received throughout the year for navigation projects on an as needed basis.

**Funding Source:** North Carolina Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund ([N.C. Gen. Stat. § 143-215.73F](#))

**Eligible Purposes and Cost-Share Percentages:** According to [N.C. Gen. Stat. § 143-215.73F](#), revenue in the Fund may only be used to provide the State's cost share of the costs associated with any dredging project designed to keep shallow draft navigation channels located in State waters or waters of the State located within lakes navigable and safe. Any project funded by revenue from the Fund must be cost-shared with non-State dollars as follows: 1) The cost-share for dredging projects located, in whole or part, in a development tier one area, as defined in [N.C. Gen. Stat. § 143B-437.08](#), shall be at least one non-State dollar for every three dollars from the Fund (Tier 1 county match: 75% State/25% Local). 2) The cost share for dredging projects not located, in whole or part, in a development tier one area shall be at least one non-State dollar for every two dollars from the Fund (Tier 2 & 3 county match: 66% State/34% Local).

**Application Submittal:** All required forms and grant information can be found at the [WRDGP website](#).

Application Spreadsheet (MS Excel) - Applications should be completed and returned via email to Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov). The complete application will be included in the DEQ contract documentation and the project budget will serve as the basis for the contract's financial documentation should a project be recommended for funding. Therefore, it is very important that its contents are accurate and complete.

Project Plan and Location Maps – Project plans, a survey of the dredge site, and a survey of the dredge material disposal site (if applicable).

Official Resolution – As required in [15A NCAC 02G .0100](#), the Project Sponsor shall include a resolution adopted by the governing board stating the amount of State aid requested and accepting the Project Sponsor's responsibilities. The Official Resolution must be signed by a representative of the Project Sponsor with signatory authority and state that the local unit of government will:

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1. Assume full obligation for payment of the balance of project costs.
2. Obtain all necessary State and Federal environmental permits.
3. Comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervise construction of the project to ensure compliance with permit conditions and to agree to provide safe and proper construction in accordance with approved plans and specifications.
5. Obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
6. Ensure that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Hold the state harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accept responsibility for operation and long-term maintenance of the completed project.

An Official Resolution template is available for download from the [WRDGP website](#). The Project Sponsor may not revise or eliminate provision from the Official Resolution template unless they have submitted written justification to DWR and received DWR's approval. Supplementary provisions may be added to address unique circumstances of a particular project.

No Conflict of Interest Certification – Project Sponsors must provide certification that the Project Sponsor, Project Sponsor's subordinates and any person or persons designated to act on behalf of the Project Sponsor does not have an actual or apparent conflict of interest with respect to the project. A representative of the Project Sponsor with signatory authority shall sign this certification, which is available for download from the [WRDGP website](#).

Supplementary Documentation – The Project Sponsor may provide supplementary documentation (reports, photos, letters of support, etc.) as separate attachments via email as part of the application submittal. Application supplementary documents should be emailed to Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov).

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

Any changes to the original project budget and/or project scope submitted with the application will require the prior written approval of DWR and may also require a DEQ contract amendment. Unapproved changes to the project scope or budget throughout the course of a project will not be eligible for cost-share funding or reimbursement.



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**Grant Application Review and Approval**

[N.C. Gen. Stat. § 143-215.70-73](#) requires that Grants for Water Resources Development Projects consider the following criteria to approve, approve in part, or disapprove grant applications:

1. The economic, social, and environmental benefits to be provided by the projects;
2. Regional benefits of projects to an area greater than the area under the jurisdiction of the local sponsoring entity;
3. The financial resources of the local sponsoring entity;
4. The environmental impact of the project;
5. Any direct benefit to State-owned lands and properties.

**Post Grant Funding Award**

Acceptance of a grant award will require the Project Sponsor to enter in to a grant contract with DEQ. Any changes to the scope of the project or project budget after submission of a grant application will require the written approval of the DWR Grant Administrator and may also require a DEQ contract amendment. In seeking DWR approval, the Project Sponsor must submit, at a minimum, a justification for any proposed changes, revised scope of work narrative, and a revised budget. Unapproved changes to the project scope or budget shall not be eligible for, and may result in additional reductions to, cost-share funding or reimbursement.

A DEQ grant contract is considered 'fully-executed' once it has been signed by both a signatory authority of the Grantee and DEQ Financial Services. A copy of the fully-executed contract shall be provided to the Grantee after being signed by DEQ. No portion of work or expenditure of funds for the project, plan or services shall begin prior to receiving a fully-executed contract from DEQ. Unforeseen circumstances such as legislative, policy or funding allocation changes may delay award notifications.

**Project Sponsor Obligation – Environmental Permitting**

All proposed projects are subject to environmental review and permitting under applicable federal and State law. It is the Project Sponsor's responsibility to prepare, provide and remain in compliance with all applicable environmental permitting requirements.

**Extension Request**

Grant award recipients may request a contract extension if a justification for the extension can be sufficiently documented. Extension are granted at the discretion of DWR. An extension request shall be submitted by the Project Sponsor or primary contact on official letterhead to [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov). At a minimum, the extension request shall include:

1. Justification for the extension request
2. Summary of the current project status
3. Anticipated project schedule moving forward

**Grant Reimbursement Payments**

The grant award amount is the maximum possible reimbursement amount. Only expenditures

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incurred after a fully executed contract that are detailed in the contract budget are eligible for reimbursement. Allowable expenditures are expenditures associated with the work performed for a specific invoicing cycle that are in accordance with the DWR-approved application budget sheet for the project. Reimbursement requests can be submitted no more frequently than monthly. DWR will normally pay the Grantee by check or electronically within 30 days of receipt of the statement of expenses, provided the expenses are in accordance with the project information shown in the initial request or as amended. If the Grantee decides that significant changes to a project's scope from that in the original application are necessary, the Grantee must send a request in writing to the DWR Grant Administrator and receive approval of those changes. Unapproved changes will not be eligible for state cost-sharing.

Reimbursement requests shall include:

1. Cover letter on grantee letterhead that includes:
  - a) DEQ grant contract number
  - b) Total amount of reimbursement request
  - c) Actual cost (expenses) by approved budget categories
  - d) Total amount spent on the project to date of the request
2. Complete the Grant Reimbursement Template (both sheets labeled "Invoices" and "Request 1 Itemized") located on the [WRDGP website](#).
3. Copies of invoices or other documentation for materials, services and other project costs detailed on the "Request 1 Itemized" sheet.

100% of the contract expenditures must be provided to DWR for the grant Project Sponsor to receive the full allowable amount for reimbursement.

Invoices submitted shall be on either the Grantee or the Grantee's subcontractor letterhead. DWR will retain 10% of the total grant award amount until after the final project has been inspected and accepted by DWR staff. The reimbursement request and supporting documentation should be submitted electronically to [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov).

**Requests for Additional Funding**

Grant recipients can submit a request for additional funding consideration to DWR. This request shall be submitted by the project sponsor or primary contact on a cover letter with official agency letterhead via email. The following information shall be submitted by the Grantee to DWR for additional funding consideration:

1. A narrative describing the circumstances/need for an increased funding award, summary of current project status and anticipated project implementation schedule.
2. Copies of all subcontractor invoices for design, permitting, surveying, construction, construction oversight and project administration.

DWR will review this information and respond to the Grantee with a decision regarding increased funding within 30 calendar days. Funding increases are subject to the availability of

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funds and to DWR's actual cost reimbursement policy. DWR may not be able to grant requests for additional funding caused by inaccurate or incomplete information in the application or project budget provided by the Project Sponsor or Co-Project Sponsor.

**Project Close-Out**

The Grantee shall notify the DWR Grant Administrator upon project completion and provide DWR with the most recent set of permits, as-built/record, post-surveys of the dredge site, and post-surveys of the spoil site (if applicable) in Adobe PDF format prior to the project close-out.

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

The Grantee shall address any remedial or compliance actions identified during this close out inspection prior to DWR project acceptance. After the project is inspected and accepted, DWR will review the accounting statements and request DEQ to reimburse the Grantee for the remaining 10% of the State's share of the non-federal cost.

**Additional References for the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund:**

[S.L. 2013-360](#)

[S.L. 2015-241](#)

[S.L. 2016-94](#)

[S.L. 2017-57](#)

[S.L. 2018-5](#)

<p>Provided by Grant Administrator</p>	<p><b>Applicant</b> is the local government representative with signatory authority. Please Add Title after name for <b>Applicant &amp; Primary Contact</b>. Ex: Jane Doe, Mayor. <b>Applicant</b> must have signatory authority (i.e., Mayor/Town Manager/Chairperson of Council or Board/Commissioner</p>		<p><b>Applicant</b> is the eligible unit of local government. <b>Primary Contact</b> is Applicant's representative responsible for project oversight and management. <b>Project Supporter</b> is any additional organization or individual who officially supports project. Applicant, Primary Contact, Engineer/Consultant require complete information. Project Supporters only need to enter name of their agency/organization.</p>		
WRDPG_Prj_ID	Contact_Name	Contact_Agency	Contact_Type	Contact_Address	Contact_City
	Robert Outten, County Manager	Dare County	Applicant	PO Box 1000 954 Marshall C Collins Dr.	Manteo
	Ann Daisey	Dare County	Primary Contact	PO Box 1000 954 Marshall C Collins Dr.	Manteo
	Ken Willson	Aptim Coastal Planning & Engineering of North Carolina, In.c	Engineer/Consultant	4038 Masonboro Loop Rd.	Wilmington

State Abbreviation			Phone Extension (If Applicable)		Information is not required here but supplementary information about any Contact can be entered below.
Contact_State_Abbr	Contact_Zip	Contact_Phone	Contact_Phone_Ext	Contact_Email	Notes
NC	27954	252-475-5811	n/a	<a href="mailto:outten@darenc.com">outten@darenc.com</a>	<a href="#">Fed Tax ID: 56-6000293</a>
NC	27954	252-475-5628	n/a	<a href="mailto:ann.daisey@darenc.com">ann.daisey@darenc.com</a>	
NC	28409	910-791-9494	n/a	<a href="mailto:kenneth.wilson@aptim.com">kenneth.wilson@aptim.com</a>	

Provided by Grant Administrator	Project Name. Please include name of nearest waterbody in Project Name for stream restoration projects. For Phased projects, please include Phase ID at the end of the Project Name. Example: Big Creek Stream Restoration-Phase II.	Select from the choices below using pull-down arrow.	Amount requested from DWR
<b>WRDPG_Prj_ID</b>	<b>WRDG_Name</b>	<b>Eligible_Purpose</b>	<b>Amount_Requested</b>
	Year 2: Hatteras Inlet Maintenance	General Navigation	\$20,295.00

Total Project Cost	Most recent date this application was completed or revised (mm/dd/yr)	Latitude In decimal degrees format (35.12345) based on approximate center portion of project area.	Longitude in decimal degrees format (-78.12345) based on approximate center portion of project area.	
Project_Cost	Application_Date	Latitude_DD	Longitude_DD	County_Name
\$27,060.00	09/17/18	35.19028	-75.76837	Dare/Hyde

	DWR Riverbasin	
Nearest_Named_Waterbody	Riverbasin_Name	Ecoregion_Name
Pamlico Sound	Tar-Pamlico	Middle Atlantic Coastal Plain



Provided by Grant Administrator	<b>One sentence Project Scope of DWR Funding Request.</b> Ex: Stabilize/restore 2,500 linear feet and plant 5 acres of riparian area along ABC Creek; Construction of a bioretention cell to treat ~ 1.5 acres of stormwater runoff originating from ABC Plaza; Construction of 5,000 linear feet of greenway along ABC River.
WRDPG_Prj_ID	<b>Project_Scope_Brief</b>
	Consulting and construction administrative services for maintenance dredging of Hatteras Inlet (Connector Channel).

Brief description of the overall Project Scope (what's being proposed) & justification (why it's being proposed). For stream restoration & water management projects, justification should briefly state what the impairment is and how the scope will specifically address the impairment. For Phased projects, please describe overall phasing plan and indicate what phase of project funds are currently being requested for. Additional supplementary documentation (i.e., maps, conceptual plans, reports, photos, etc.) should reflect phasing, if applicable, and shall be provided as separate attachments via email.

**Project\_Scope\_Need**

Continued dredging maintenance is required in Hatteras Inlet due to its location off the Gulf Stream where high energy constantly causes shoaling and sediment transport. Engineering and construction administrative services will be utilized through Aptim Coastal Planning & Engineering as previously used for year 1 maintenance of the inlet (connector channel). The county is requesting funding assistance to continue year 2 maintenance on the connector channel and anticipates up to three maintenance dredging events during this cycle. Please see attached Aptim letter and scope of service attachments. It is expected that the contract period should be 12 months from grant execution.

Brief description of Existing Site Conditions and Land Use  
Within Project Area.

**Existing\_Conditions**

Hatteras Inlet provides access to and from the Atlantic Ocean between Ocracoke Island (Hyde County) and Hatteras Island (Dare County). Constant shoaling and the natural processes of inlets causes constant navigational issues. This inlet is one of two inlets in Dare County that allow access to the Atlantic Ocean. Without continued maintenance of the navigational channels to allow use by commercial enterprises and recreational boating activities a detrimental loss to local and state economy will occur.

Provided by Grant Administrator	Select from Treatment Type below	Enter number (length or area) based on Description for the Treatment below	Latitude in decimal degrees format (35.12345) based on 'Location_Inst' column below
WRDPG_Prj_ID	Treatment	Treat_Len/Area	Latitude_DD
	Dredging	Will be determined after USACE surveys are completed which will indicate areas needing maintenance and dredging quantities.	35.19028

Longitude in decimal degrees format (78.12345) based on 'Location_Inst' column below	For projects involving Riparian Buffer Plantings, please indicate Maximum & Minimum Widths or Average Widths in feet. For Trail/Greenway projects, provide proposed surface (asphalt, natural surface, gravel, screenings, combo, etc.).
Longitude_DD	Notes
-75.76837	Year 1 volume and distance: spring 2017- ~2000' 18,800 cy; fall 2017-2600' 1700cy; Spring 2018-2400' 17000cy

Provided by Administrator	Numbers in ( ) below represent maximum score for each criteria. A maximum of 25 additional points will be added by Program	
WRDPG_Prj_ID	Economic_Benefits_(10)	Social_Benefits_(10)
	<p>Project will ultimately benefit regional economics for tourism, eco-tourism, commercial fisheries and recreational boating/fishing and allows for continued employment of local population and job growth. Regular maintenance of the inlet will provide opportunity for economic growth in the region. Both Hatteras Island and Ocracoke Island rely heavily on tourism; without access it would greatly reduce economic benefits to the region.</p>	<p>Improved navigational safety of the Hatteras Inlet channel for all user groups. Allows access to safe harbor on both islands.</p>

m Administrator based on Benefits to State Owned Properties, Financial Resources & Regional Benefits		
Environmental_Benefits_(35)	Environmental_Impacts_(20)	Regional_Benefits_(10)
<p>Reduced shoaling and sediment accumulation in channel.            Open inlet allows mixing of fresh and salt waters in the Pamlico Sound to provide habitat for important fisheries.</p>	<p>Current state and federal environmental permits are in place to reduce environmental impacts involved with dredging projects. Spoil material will be placed or utilized in accordance to all state and federal requirements.</p>	<p>Regional benefits include continued safe access and use of Hatteras Inlet for all users to include but not limited to commercial traffic, recreational traffic and tourism. Provides ocean access from inland rivers/inland counties.</p>

Financial_Resources_(10)	Benefits_to_State_Owned_Properties_(5)
<p>Dare County is currently recognized as a Tier 2 County. Ocracoke Island is a part of Hyde County designated as a Tier 1 County. Continued maintenance and improvements to Hatteras Inlet will bring financial benefits to the region. Both Hatteras Island and Ocracoke Island rely heavily on tourism, recreational boating and commercial fishing. Without access to offshore waters and an open inlet, these areas will suffer financial hardship which in turn will ultimately affect the state's economy. Inland counties such as Hyde, Beaufort and Pamlico would also benefit from an open inlet allowing for access into upland rivers providing financial benefits to these rural counties.</p>	<p>State Cultural Resources site: Graveyard of the Atlantic Museum can be accessed on Hatteras Island. These areas are also along the National Scenic Byway. Hatteras Inlet provides access to inland counties, rivers and the Intracoastal Waterway providing access to many state owned historical, cultural and environmental resources inland providing economic growth to these communities as well.</p>



**Project Name:** Year 2 - Hatteras Inlet Maintenance

**Date:** 09/17/18

		DWR	Local Match	Other Non-Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total
100.00%	<b>Administration</b>						
	Cash	\$20,295.00	\$6,765.00			\$6,765.00	\$27,060.00
	In-kind					\$0.00	\$0.00
0.00%	<b>Design</b>						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	<b>Permitting</b>						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	<b>Survey</b>						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	<b>Construction Oversight</b>						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	<b>Construction</b>						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	<b>Construction Materials</b>						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	<b>Plant Materials</b>						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	<b>Education</b>						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	<b>Monitoring</b>						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	<b>Land</b>						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
	Cash Sub-total	\$20,295.00	\$6,765.00	\$0.00	\$0.00	\$6,765.00	\$27,060.00
	In-kind Sub-total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total</b>	\$20,295.00	\$6,765.00	\$0.00	\$0.00	\$6,765.00	\$27,060.00

<b>DWR Total =</b>	<b>\$20,295.00</b>
<b>DWR Match % =</b>	<b>75.00%</b>

<b>Local + Non-Fed Total =</b>	<b>\$6,765.00</b>
<b>Local + Non-Fed Match % =</b>	<b>25.00%</b>

<b>Non-Federal % =</b>	<b>100.0%</b>
<b>Federal % =</b>	<b>0.0%</b>

## Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

### Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

### Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

DWR Water Resources Development Grant Program

**No Conflict of Interest Certification**

County of Dare hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Hatteras Inlet navigation dredging project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designees or other entities or individuals involved in the Hatteras Inlet navigation dredging project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest. The County of Dare further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the NC Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Print Name: Robert Woodard  
Signature: [Handwritten Signature]  
Title: CHAIRMAN  
Date: 8/20/18

DWR Water Resources Development Grant Program

**No Conflict of Interest Certification**

County of Dare hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Hatteras Inlet navigation dredging project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designees or other entities or individuals involved in the Hatteras Inlet navigation dredging project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest. The County of Dare further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the NC Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Print Name: Robert Outlew

Signature: 

Title: Dare County Manager

Date: 9/18/18



*Tax Collector's Report*

**Description**

Jan 2018 Releases over \$100  
Jan 2018 Refunds over \$100  
Jan 2018 NCVTS Refunds over \$100

**Board Action Requested**

Approve

**Item Presenter**

Becky Huff, Tax Collector

**Release Report for REAL ESTATE and PERSONAL PROPERTY**

*(Releases over (\$100.00) )*

**MONTH: JANUARY**

**DATE RANGE: 1/1/2019 - 1/31/2019**

**SUBMITTED BY: Becky Huff**

<b>Taxpayer Name</b>	<b>Juris</b>	<b>Parcel#</b>	<b>Bill Year</b>	<b>AR</b>	<b>Reason</b>	<b>Released Value</b>	<b>Tax Released</b>
BEASLEY, DANA BRUCE	12	008079000	2018	20	REMOVE LEASEHOLD	-29,500.00	<b>-210.06</b>
<b>Total Tax Released:</b>							<b>-210.06</b>

**Refund Report for REAL ESTATE and PERSONAL PROPERTY**

**MONTH: January**

**Date Range: 1/1/2019 - 1/31/2019**

**SUBMITTED BY:**

**Becky Huff**

<b>Taxpayer Name</b>	<b>Parcel</b>	<b>Bill Yr</b>	<b>Refund Reason</b>	<b>Refund Amount</b>
BRYANT, W DOUGLAS	000199000	2018	Overpayment	-1,224.00
SMITH, JIMMIE T	000296214	2018	Overpayment	-1,640.08
PHILLIP HARRINGTON ENTERPRISES, LLC	000641008	2018	Overpayment	-662.85
PHILLIP HARRINGTON ENTERPRISES, LLC	000641009	2018	Overpayment	-662.85
HARRIS, ALLEN TRUSTEE	000800000	2018	Overpayment	-1,980.90
MAYES, WAMER L JR	001079000	2018	Overpayment	-274.13
OLD, DALE N	001170000	2018	Overpayment	-194.43
WALSH, ELIZABETH H	001312000	2018	Overpayment	-1,307.83
BARKER, DONALD B	001343000	2018	Overpayment	-1,615.01
PERKINS, LISA C	001359000	2018	Overpayment	-274.26
EASON, GEORGE M	001520000	2018	Overpayment	-264.97
ANGELOS, CAROL ANN	002092130	2018	Overpayment	-2,088.11
HAMMONDS, JAMES D	002503004	2018	Overpayment	-557.34
NEIHEISEL, GERALD F	002792003	2018	Overpayment	-6,462.22
PHILLIPS, WAYNE D	003392000	2018	Overpayment	-1,742.64
MCEWAN, RICHARD LAUDER SR TTEE	003654000	2018	Overpayment	-404.50
MANN, JOHN MICHAEL	003978000	2018	Overpayment	-1,870.28
FINCHEM, ROBERT J	004046023	2018	Overpayment	-3,024.95
CHEN'S CORP.	004326000	2018	Overpayment	-2,259.99
MILLER, LINDA W.	004620000	2018	Overpayment	-134.33
BOYD, JOSHUA	004928000	2018	Overpayment	-2,777.34
WINSLOW, ADRIENNE M	005339000	2018	Overpayment	-822.93
VILLAGE REALTY AND MANAGEMENT SERVICES	005618003	2018	Overpayment	-4,760.63
COHEN, YAKOV	005647008	2018	Overpayment	-2,093.85
NEWMAN, MARY ANN	006166000	2018	Overpayment	-400.00
SMITH, BRIAN D	006661007	2018	Overpayment	-2,504.78
DUNNEVANT, JANET H	006968303	2018	Overpayment	-1,081.87
MCGLOHN, REBECCA R	006981000	2018	Overpayment	-2,798.76
VOLLINO, ANTHONY JOHN	007597000	2018	Overpayment	-2,939.22
BIELMAN, STEPHEN R	008075022	2018	Overpayment	-100.00
BIELMAN, STEPHEN R	008075022	2018	Overpayment	-100.00
BUNN, BARBARA GAIL	008075307	2018	Overpayment	-916.42
BARNETT, JASON T	008164020	2018	Overpayment	-2,556.95
ROSE, JAMES M JR	008164170	2018	Overpayment	-2,094.41
RUP REAL ESTATE, LLC	008265000	2018	Overpayment	-1,715.20
BELCH, CHRISTOPHER R	008272000	2018	Overpayment	-2,117.04
WARREN, CAROLINE CREECY	008593000	2018	Overpayment	-2,848.35

**Refund Report for REAL ESTATE and PERSONAL PROPERTY**

**MONTH: January**

**Date Range: 1/1/2019 - 1/31/2019**

**SUBMITTED BY:**

**Becky Huff**

<b>Taxpayer Name</b>	<b>Parcel</b>	<b>Bill Yr</b>	<b>Refund Reason</b>	<b>Refund Amount</b>
HOFFMAN, BRABBLE W	008599000	2018	Overpayment	-2,225.45
HALLERAN, DAVID R	009779012	2018	Overpayment	-5,412.98
VANDERBEEK, KEITH D	010150000	2018	Overpayment	-2,417.91
TATUM, JERRY F	010313000	2018	Overpayment	-3,872.54
THARP, MARY ANNE	010498000	2018	Overpayment	-329.49
ZHENG, FENG	010499022	2018	Overpayment	-1,941.57
NORTHEN, OSCAR E JR	011160004	2018	Overpayment	-2,319.06
HARRIS, JOHN M	012467000	2018	Overpayment	-1,174.56
BELTRAMI, MARCO A	012848000	2018	Overpayment	-4,577.47
MILLER, BRIAN D	013648004	2018	Overpayment	-617.95
FAZIO, TERESA M TTEE	014564016	2018	Overpayment	-1,025.58
WESTMORELAND, JAMEY T	014564024	2018	Overpayment	-675.86
SMITH, THERESE E	014805109	2018	Overpayment	-1,676.63
HUSS 1, LLC	014822240	2018	Overpayment	-1,000.00
AIKIN, GAIL D	014840000	2018	Overpayment	-476.57
KAVANAGH, JOSEPH D, JR TTEE	014925001	2018	Overpayment	-1,304.45
MOSES, ROBERT P	015074000	2018	Overpayment	-500.00
D & S PARTNERSHIP	015761000	2018	Overpayment	-1,630.94
ETHERIDGE, ROBERT C JR	016129000	2018	Overpayment	-653.49
ABOLINS, JURIS E	016274000	2018	Overpayment	-1,414.25
DANIELS, ROBERT J	016641000	2018	Overpayment	-928.65
DUNN, PAUL M	016942000	2018	Overpayment	-349.00
BETTS, MARY ANN H	017775604	2018	Overpayment	-484.00
KIRKPATRICK, DAVID W JR	018334106	2018	Overpayment	-120.00
FRIEDMAN, CHARLES S	018397000	2018	Overpayment	-3,119.26
SWEENEY, ANNE F TRUSTEE	018413058	2018	Overpayment	-168.48
ATKINS, JACQUELYN F	018481000	2018	Overpayment	-1,405.70
COLINGWOOD INVESTMENTS LLC	018767098	2018	Overpayment	-710.67
BECK, JOSHUA	018945000	2018	Overpayment	-1,726.13
PHILLIP HARRINGTON ENTERPRISES, LLC	019560000	2018	Overpayment	-279.86
HAAS, KENNETH R JR	019721000	2018	Overpayment	-4,321.04
KENDALL, GEORGE W	019941000	2018	Overpayment	-645.87
KENDALL, GEORGE W	019942000	2018	Overpayment	-655.84
COPELAND, SIDNEY JR	019967000	2018	Overpayment	-297.65
NOYES, JONATHAN KELVIN	020488000	2018	Overpayment	-2,200.51
VANDERMYDE, JOHN PHILIP	020491000	2018	Overpayment	-2,125.62
LUDWIG, DALE	020529000	2018	Overpayment	-2,302.93



**Refund Report for REAL ESTATE and PERSONAL PROPERTY**

**MONTH: January**

**Date Range: 1/1/2019 - 1/31/2019**

**SUBMITTED BY:**

**Becky Huff**

<b>Taxpayer Name</b>	<b>Parcel</b>	<b>Bill Yr</b>	<b>Refund Reason</b>	<b>Refund Amount</b>
WELTE, WILLIAM K	020632000	2018	Overpayment	-2,384.27
CARTER, JOHN L III TTEE	021459000	2018	Overpayment	-6,224.49
KLAHRE, NANCY B	022356016	2018	Overpayment	-3,324.42
BURNS, WILLIAM J	022383530	2018	Overpayment	-533.22
THOMAS, ANNE BRENNAN	022394000	2018	Overpayment	-1,720.38
BATSEL, HAROLD M	022571000	2018	Overpayment	-168.03
WHITE, RICHARD M	022833000	2018	Overpayment	-3,087.60
RAINER, ROBERT GREG	023833001	2018	Overpayment	-705.62
SPRUILL, TIMOTHY B	024040000	2018	Overpayment	-1,462.45
WHITTLETON, NINA M	024272000	2018	Overpayment	-662.66
PUTNAM, ROBERT WILLAM	024401000	2018	Overpayment	-645.47
FEARING, MALCOLM K III	024793000	2018	Overpayment	-3,408.72
BROWN, PHILLIP S	024961588	2018	Overpayment	-113.20
WOODY, BEBE B	025053000	2018	Overpayment	-170.57
LATHAN, MALINDA GOLDEN	025421000	2018	Overpayment	-490.11
LANDRETH, MARGARET TILLER TRUSTEE	025802000	2018	Overpayment	-1,467.48
KENDALL, GEORGE W	026707000	2018	Overpayment	-2,230.31
HOFF, RAYMOND A	027366000	2018	Overpayment	-1,079.62
PYNE, REBECCA D	027465000	2018	Overpayment	-431.06
ARGIRO, VINCENT LOUIS TTEE	027505733	2018	Overpayment	-443.00
EMORY, GLORIA M	027566043	2018	Overpayment	-146.83
ALEXANDER, BRADFORD D	027839068	2018	Overpayment	-4,788.22
MP6005 LLC	028305000	2018	Overpayment	-3,266.78
HURD, MARGUERITE N	028412000	2018	Overpayment	-300.00
126 WAXWING LANE, LLC	028668000	2018	Overpayment	-2,100.54
BRINK, TAMMY LYNN	029718000	2018	Overpayment	-1,031.05
CUDWORTH, ROBIN LYNN TTEE	029982000	2018	Overpayment	-100.00
LINDGREN, JENNIFER K	030013000	2018	Overpayment	-2,494.36
PENNY, BOBBY D	030835035	2018	Boat double listed	-100.93
BREMER ENTERPRISES, LLC	962504000	2018	Overpayment	-250.00
PIEDMONT NATURAL GAS CO INC	935202000	2018	Overpayment	-393.77
JOHN YANCEY INN	972803000	2018	Overpayment	-2,128.21
FIRST FLIGHT RENTALS	984540000	2018	Overpayment	-205.32

**TOTAL REFUNDS:**

**-166,420.07**



# North Carolina Vehicle Tax System

JANUARY 2019 OVER \$100 REFUNDS

## NCVTS Pending Refund report

Report Date 2/1/2019 10:44:05 AM

Primary Owner	Secondary Owner	Address 1	Refund Type	Bill #	Interest Change	Total Change
DENNING, STUART JAY	FIGUEROA-DENNING, STELLA	524 PORTOFINO LOOP FOLEY, AL 36535	Proration	0035364340	\$0.00	(\$345.52)
					\$0.00	(\$220.55)
					\$0.00	(\$29.40)
					<b>Refund</b>	<b>\$595.47</b>
EDWARDS, ZACHARY ADAM		412 CAMERON ST KILL DEVIL HILLS, NC 27948	Proration	0044660031	\$0.00	(\$67.26)
					\$0.00	(\$54.51)
					<b>Refund</b>	<b>\$121.77</b>
HOFFLER, DANIEL ALFRED		222 CENTRAL PARK AVE, STE 2100 VA BCH, VA 23462	Proration	0044846530	\$0.00	(\$153.99)
					\$0.00	(\$28.21)
					\$0.00	(\$33.75)
					\$0.00	(\$10.02)
			<b>Refund</b>		<b>\$225.97</b>	
HOWELL, HUGH ALAN	FARRELL, VICTORIA	PO BOX 660 RODANTHE, NC 27968	Proration	0045117252	\$0.00	(\$80.57)
					\$0.00	(\$14.76)
					\$0.00	(\$17.66)
					\$0.00	(\$5.25)
			<b>Refund</b>		<b>\$118.24</b>	
MAYO, ROSA ALICE		PO BOX 687 HATTERAS, NC 27943	Proration	0040550551	\$0.00	(\$154.37)
					\$0.00	(\$20.82)
					\$0.00	(\$3.15)
					\$0.00	(\$33.83)
					\$0.00	(\$26.97)
			<b>Refund</b>		<b>\$239.14</b>	
<b>Refund Total</b>						<b>\$1300.59</b>

Jurisdiction	District Type	Net Change
C99	COUNTY	(\$801.71)
T07	CITY	(\$54.51)
T08	CITY	(\$220.55)
T08BN	CITY	(\$29.40)
F06	FIRE	(\$20.82)
F18	FIRE	(\$42.97)
R01	FIRE	(\$3.15)
S99	SPECIAL	(\$85.24)
Y06	SPECIAL	(\$26.97)
Y52	SPECIAL	(\$15.27)
<b>Total</b>		<b>(\$1,300.59)</b>

**COMMISSIONERS' BUSINESS**

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