



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

**DARE COUNTY BOARD OF COMMISSIONERS**

Dare County Administration Building  
954 Marshall C. Collins Dr., Manteo, NC 27954

**Monday, June 15, 2020, 5:00 p.m.**

**“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**      Public Hearing - Proposed Zoning Map Amendment
- ITEM 4**      Buxton Zoning Map Amendment
- ITEM 5**      William and Shelly Daugherty Group Development
- ITEM 6**      Change of 'OPEB Irrevocable Trust Agreement' to 'OPEB and LEOSSA Master Trust Agreement'
- ITEM 7**      Reserve/Fund Balance Policy Revision
- ITEM 8**      Dare County COVID19 Grant Plan, NC COVID19 Relief Fund Plan, and Amendment to C19 Grant Ordinance
- ITEM 9**      Dare County Channel Maintenance & Dredge Material Management Permitting Project Proposals
- ITEM 10**     Memorandum of Understanding Between National Park Service and County of Dare
- ITEM 11**     **Consent Agenda**  
                 1. Approval of Minutes
- ITEM 12**     **Board Appointments**  
  
                 1. Dare County Board of Adjustment  
                 2. Game and Wildlife Commission  
                 3. Roanoke Island Community Center  
                 4. Airport Authority  
                 5. Upcoming Board Appointments
- ITEM 13**     **Commissioners' Business & Manager's/Attorney's Business**
- ITEM 14**     **Closed Session**

**ADJOURN UNTIL 5:00 P.M. ON JULY 20, 2020**



*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.

Covid-19 changes:

Public comment may be presented to the Board by sending an email during the meeting to: [dcboc@darenc.com](mailto:dcboc@darenc.com)

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Public Hearing - Proposed Zoning Map Amendment*

**Description**

At their June 1, 2020 meeting, the Board voted to schedule a Public Hearing for 5:00 p.m., Monday, June 15, 2020 to receive comments on a proposed zoning map amendment to the Buxton zoning map to reclassify Parcel 031013001, 49251 NC 12 Hwy from R-3 residential to a new zoning designation of C-3 commercial.

Public comments on this item will be received, as advertised, via email to the Board of Commissioners at [dboc@darenc.com](mailto:dboc@darenc.com) during the June 15, 2020 public hearing.

Attached is a copy of the Public Notice that was published.

**Board Action Requested**

Conduct a Public Hearing & Take Appropriate Action

**Item Presenter**

County Manager Robert Outten



WEDNESDAY, JUNE 3, 2020

## Public Notices



The Dare County Board of Commissioners will conduct a public hearing on June 15, 2020 to receive comments of a proposed zoning map amendment to the Buxton zoning map to reclassi-

fy Parcel 031013001 49251 NC 12 Hwy from R-3 residential to a new zoning designation of C-3 commercial.

Public comments on these amendments may be emailed to the Board of Commissioners at [dbcoc@darenc.com](mailto:dbcoc@darenc.com) during the June 15, 2020 public hearing. After the close of the hearing, the Board may choose to adopt the amendments or may choose to revise the proposed amendments based on hearing input or subsequent board discussion.

DATE: Monday June 15, 2020  
TIME: 5:00 p.m.

6-3, 10c



*Buxton Zoning Map Amendment*

**Description**

A zoning map amendment application has been filed by Mr. John Canning for his property located at 49251 NC 12 HWY in Buxton, NC. The property is currently zoned R-3, high density residential. The applicant requests to have his property rezoned C-3 Commercial.

**Board Action Requested**

Favorable action to reclassify the property C-3 as recommended by the Planning Board

**Item Presenter**

Noah H. Gillam, Asst. Planning Director

June 3, 2020

MEMORANDUM

TO: Dare County Board of Commissioners  
FROM: Noah Gillam  
RE: John Canning Map Amendment R-3 to C-3 in Buxton

A zoning map amendment application has been filed by Mr. John Canning for his property located at 49251 NC 12 HWY in Buxton, NC. The property is currently zoned R-3, high density residential. The property currently has a minor mobile home park (10 sites or less), and 30' x 50' storage building that the applicant uses for personnel storage and a workshop. The applicant is seeking to have the property rezoned to C-3 commercial. It is the applicant's goal, if the map amendment is approved, to operate a commercial storage yard on the rear portion of the two acre property. If the map amendment is approved the applicant then would have to submit a site specific plan to separate the mobile home park from the proposed storage area.

The major of the surrounding area around the applicant's property is zoned C-2 commercial and C-3 commercial. The property to the north is zoned C-2 commercial, and a restaurant currently operates on one of the parcels. The property directly to the west is zoned R-3 and has a minor mobile home park located on it. Properties to the east are zoned C-2 and C-3. The property to the south is zoned SED-1 and is largely undeveloped. A copy of the zoning map for the area is attached to this memo with the applicant's property highlighted in red.

The C-3 zoning district is established to provide of the development of commercial facilities to furnish a broad range of services and commodities to serve the entire community. The C-3 permits such uses as, building supply and equipment sales, building contractor's offices, and storage areas, mobile home display and sales, and all uses currently permitted in the C-2 zoning district. A copy of both zoning district is attached to this memo. After review of the surrounding properties uses and zoning, a reclassification to C-3 commercial to the property

would not disrupt the flow of the surrounding areas zoning and uses. The property would be contiguous with properties already zoned commercial. It is staff's recommendation that the reclassification to C-3 is appropriate.

The Planning Board recommended approval of the map amendment at their May 11, 2020 meeting. I have included a finding of consistency for the Board's review. A finding of consistency should be adopted with any favorable action.

A draft motion for the Boards consideration is included.

Draft Motions for the Consideration.

**Draft Motion for favorable action:** *"I move that the map amendment for John Cannings property located at 49251 NC 12 Hwy in Buxton be reclassified from R-3 residential to C-3 commercial approved as recommended by the planning board. A finding of consistency is adopted as part of this motion"*

C-3

C-2

GEO  
GASKINS RD

C-3

R-3

QUIDLEY PL

C-3

FARROW  
RD  
TORNADO  
WAY

NACE  
RD  
JEN  
NETTE RD

## ZONING AMENDMENT CONSISTENCY DETERMINATION

On May 11, 2020, the Dare County Planning Board considered a zoning map amendment application submitted by John Canning. This zoning map amendment application seeks to rezone his property at 49251 NC 12 Hwy in Buxton from R-3 High Density Residential to C-3 Commercial.

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

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

### Land Use Compatibility Management Topic

#### *Policy LUC #6*

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

On May 11, 2020 the Dare County Planning Board voted to recommend favorable adoption of the Canning zoning map amendment. Based upon a the recommendation of the Planning Board and review of the policy, the Dare County Board of Commissioners finds the zoning map amendment to be consistent with the 2009 Dare County Land Use Plan since the amendment will allow for uses that are already similar to the surrounding uses.

The Board of Commissioners further acknowledges the intent of the C-3 commercial district is to provide for the development of commercial facilities to furnish a broad range of services and commodities to serve the entire community. The range of uses permitted in the district includes retail, automobile sales and service, boat display and sales, and commercial storage yards.

The Dare County Board of Commissioners hereby adopt the Canning zoning map amendment. The action reclassifies 49251 NC 12 Hwy, Buxton, Parcel 031013001 from a R-3 residential to C-3 Commercial.

## Commercial Development

As noted in the previous section, residential development is the preferred pattern of development for unincorporated Dare County. However, some commercial development is necessary to provide goods and services to the local residents and our seasonal visitors. One objective established for commercial development is that such development should reflect the Outer Banks coastal heritage. In the Planning Board discussions of this issue, various alternatives were addressed and it was noted that this objective will be difficult to implement. Most often building design standards are used to establish architectural features, façade, and paint schemes. Reaching a consensus of appropriate building design standards is difficult and often faced with opposition from the business community. The importance of aesthetics as a quality of life issue and our continued appeal to seasonal visitors was stressed by the Planning Board in writing the policies for this topic.

One objective identified for this management topic was to keep commercial development on a neighborhood scale and of a scope that is not designed to attract regional markets. In 2003, the Dare County Board of Commissioners adopted gross floor limitations for the commercial zoning districts in unincorporated areas of the County. The zoning maps for Mann Harbor and Wanchese also included gross floor area limitations. In 2007, a gross floor area limitation was also adopted by the Board of Commissioners for the unzoned areas of Dare County. These gross floor area limitations should assist with the objective of neighborhood commercial development, not commercial development for regional markets

The Planning Board also noted that the 2003 policy encouraging the continued existence of locally owned businesses should be included in the 2009 update. Many of the locally owned businesses have been in operation for many years, and in some instances, before zoning regulations were adopted by Dare County. Some of the businesses may have been rendered non-conforming with the overlay of zoning regulations. Amendments to the Zoning Ordinance to address the non-conforming status of older, existing businesses should be considered to ensure the replacement or repair of non-conforming commercial structures in support of the policy for locally-owned businesses. The eclectic nature of the businesses in unincorporated Dare County, especially along the Highway 12 corridor on Hatteras Island, is part of the appeal of the Outer Banks. Creating a favorable environment for the business community will assist with the continued success of the small neighborhood shops and stores in existence today.

Another potential tool identified during the LUP update process to implement the County's objectives is amendment of the Zoning Ordinance to limit drive-thru window service at restaurants and food service businesses. Most franchise food service businesses, especially the fast-food industry, rely on drive-thru window service. An amendment to eliminate this option for food service establishments

would provide an additional layer of protection for the unincorporated areas from franchise businesses that often employ unoriginal, generic, or replicated corporate building designs that are inconsistent with the traditional architecture of the Outer Banks. In addition to the incompatibility of these franchise restaurants with existing coastal village atmosphere, there are secondary impacts such as trash, lines of waiting vehicles, and a decrease in the appeal of the neighborhood that accompany these commercial developments.

The first section of the LUP noted that the needs of the permanent population and the seasonal population vary in terms of what commercial services and goods are desired. Many of the commercial businesses in Dare County are solely focused on the provision of souvenirs and tourist-related goods to the visiting population. The proliferation of these tourist-oriented businesses was identified by a vast majority of the respondents to the Citizen Involvement Poll as an important issue of concern. This concern was also voiced at all of the public input workshops held at the beginning of the update process in 2007. Other jurisdictions have adopted building design standards to address concerns about the aesthetics of these tourist-oriented retail operations. Building design standards do not address the profusion of such retail establishments. The legality of targeting one segment of the retail market and how to do so was identified as an implementation strategy by the Planning Board. Although it may prove extremely difficult to craft an ordinance aimed at tourist-related businesses, there was a strong consensus among the Planning Board that such efforts were worthy of study and research.

*Policy LUC #5*

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

*Implementation Strategy:*

1. Inventory of older existing commercial businesses and consideration of zoning amendments to ensure their replacement or repair in the event of damage from a natural disaster. (2011)

*Policy LUC #6*

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



*Policy LUC #7*

Commercial businesses, regardless of size, should individualize their sites and building designs to reflect Dare County's coastal heritage. Adaptations of corporate or franchise designs to reflect our coastal character are encouraged. This is particularly applicable to the food service industry.

*Implementation Strategies:*

1. Identify amendments to the Dare County Zoning Ordinance and other land use ordinances that may be necessary to implement management objectives for residential and commercial development. This may include the elimination of drive-thru window restaurant service (but not all businesses employing drive-thru window service such as banks and pharmacies) in all commercial and S-1 zonings districts, building design standards for commercial structures, and amendments to Zoning Ordinance and Sign Ordinance as needed for commercial businesses. (2010-2013)
2. Rely on existing dimensional standards of the Dare County Zoning Ordinance for dwelling densities, lot coverage limitations, and commercial gross floor area limitations. These standards should be periodically examined relative to changes in technology for wastewater treatment, improved construction practices, market conditions, and demographic changes. (2011)
3. Study legality of regulations designed to address the proliferation of tourist-oriented retail establishments. (2011)
4. Work with East Lake residents to review zoning alternatives for this area. (2011)

**Re-development**

The redevelopment of under-utilized land or outdated structures will become more of an issue over the next few years. As the number of vacant tracts diminishes, redevelopment options will be considered by private owners. One factor that influences the redevelopment decision is federal flood regulations. The federal flood regulations require conformance and elevation to current base flood elevations if an older structure is remodeled to exceed 50% of its value. Because of this rule, some owners chose to demolish older structures and simply start again. Dare County encourages redevelopment activities and construction to utilize energy efficient construction methods.

Re-development activities shall be consistent with existing patterns and scale of development although this may prove to be difficult in some of the older subdivisions and neighborhoods that were platted and recorded in the 1970s before the current minimum lot sizes, current building codes, and flood standards.

*Policy LUC #8:*

Redevelopment of older structures shall be accomplished in a manner that is compatible with current NC building codes and federal flood insurance regulations and conforms with Dare County zoning regulations. Energy efficient construction standards are encouraged.



*William and Shelly Daugherty Group Development*

**Description**

A site plan and conditional use permit application has been submitted by William and Shelly Daugherty for construction of a group development for mini storage warehouses. The Site plan, staff report, and draft conditional use permit are attached with this cover sheet.

**Board Action Requested**

Approval of draft CUP and site plan. "I move the proposed group development and site plan submitted by William and Shelly Daugherty be approved as recommended by the Planning Board."

**Item Presenter**

Noah H Gillam, Assistant Planning Director

June 3, 2020

MEMORANDUM

TO: Dare County Board of Commissioners

FROM: Noah Gillam

RE: Conditional Use Permit for a Group Development for mini storage warehouse

A request for a Conditional Use Permit (CUP) for a group development for mini storage warehouses has been submitted by William and Shelly Daugherty. The proposed development is located in Manns Harbor, and is identified as parcels 023856000 and 023856006 with Dare County Tax Mapping. The parcels are zoned MH-A and mini storage facilities are a permitted use.

The applicants currently operate a standalone mini storage on parcel 023856000, and have an active building permit to construct a new mini storage on parcel 023856006. Contingent on the board's review the applicants plan to abandoned the lot line separating the two parcels and combine them. Once the parcels are combined there will be enough area to construct a third mini storage building. An Appendix B is attached to this memo depicting the proposed recombination and proposed improvements.

The Dare County Planning Board reviewed the proposed CUP at their May 11, 2020 meeting and recommended approval. The Dare County Fire Marshall reviewed the site plan, and conditions have been added to the draft CUP addressing his concerns. A draft CUP and site plan is attached for the boards review, other conditions may be added to the draft CUP if needed as result of the June 15, Commissioners review.

A draft motion for the Boards consideration is included.

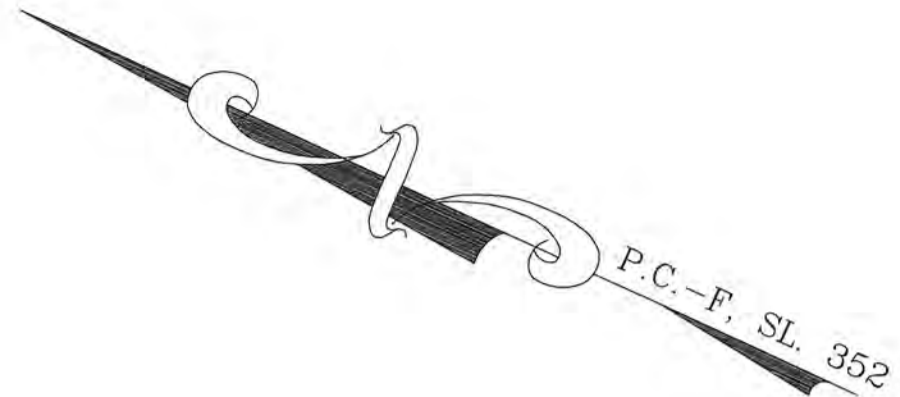
Draft Motions for the Consideration.

**Draft motion for granting of CUP:** *"I move that the Conditional Use Permit and site plan for the proposed group development for William and Shelly Daugherty be approved as recommended by the Planning Board. Sufficient information documenting compliance with the Dare County Zoning Ordinance requirements has been submitted by the applicants and reasonable and appropriate conditions have been identified and applied to the proposed facility."*

Should it be the consensus of the Board that additional information is needed before and actions taken on the conditional use permit application, then a motion to defer action until a later date is appropriate.

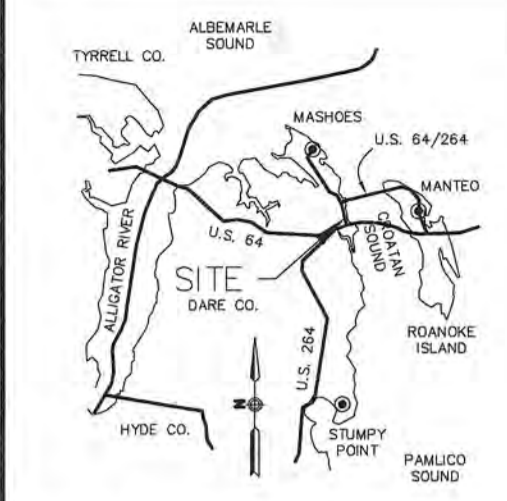
**Draft motion to defer action pending additional information:** *“I move that William and Shelly Daugherty conditional use permit be tabled until (insert reason for tabling). Once information is submitted, staff can reschedule the item for consideration as needed.”*



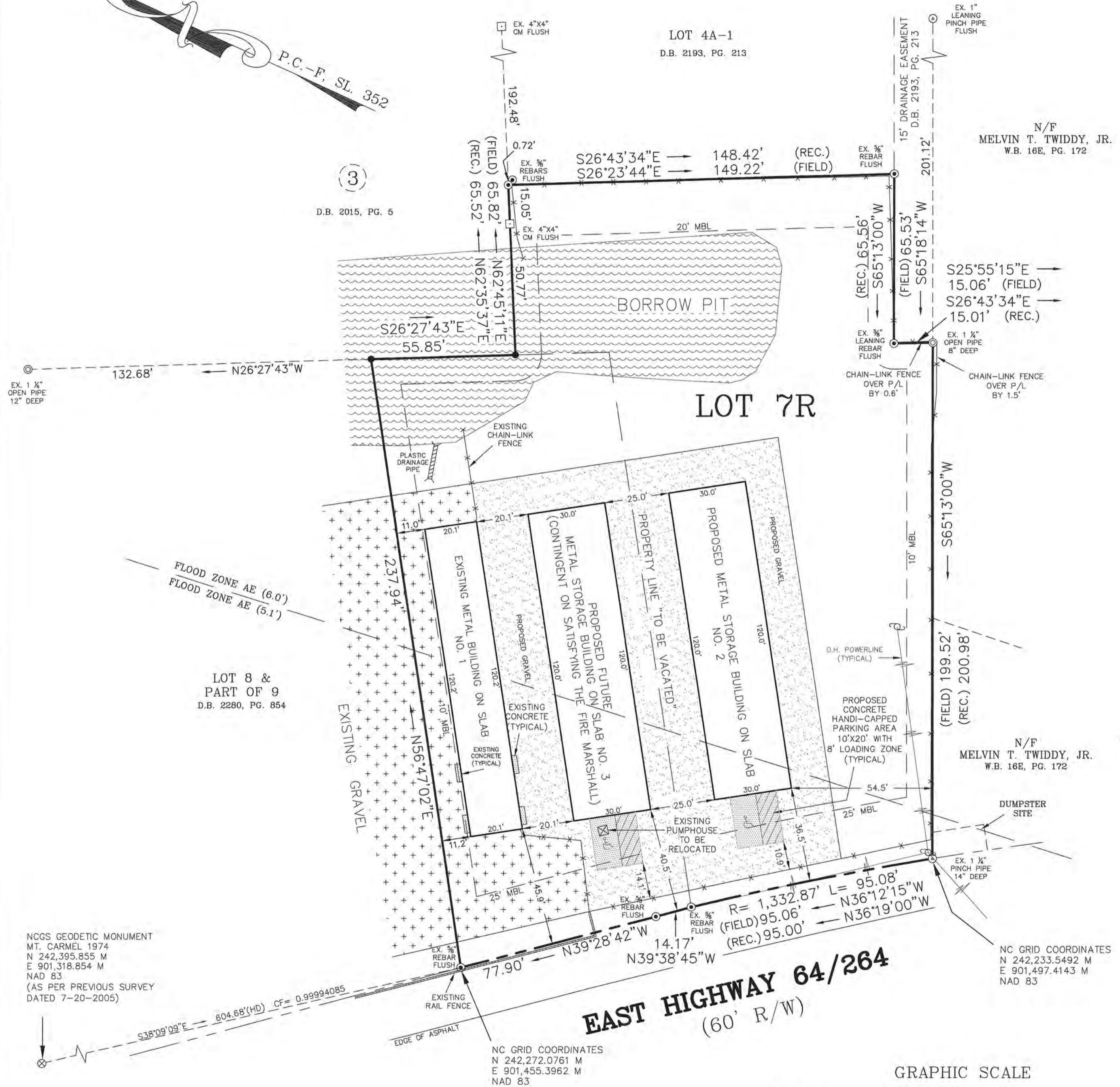


**LEGEND:**

- ⊙ Ex. Rebar
- ⊙ Ex. OP
- ⊙ Ex. Pinched Pipe
- ⊙ Ex. CM
- Computed Point
- ⊗ Geodetic Monument
- ⊙ Light Pole
- \*—\*— Fence



VICINITY MAP (N.T.S.)



**NOTES:**

Address: TO BE ASSIGNED

Owner: William Daugherty, III & Shelly Daugherty  
1212 Ballast Point Drive  
Manteo, NC 27954  
DBA SHELLY DBX STORAGE

The Property Line shown "To Be Vacated" is contingent on the approval of this "Group Development". After which a "Recombination Plat" shall be recorded combining Lots 6A and 7 Harbor Estates creating Lot 7R.

Proposed Lot 7R Area = 53,249 Sq. Ft.

Proposed Lot Coverage = 10,411 Sq. Ft. (19.6%)

Setbacks shown are as per Dare County Zoning.

There is a 20' Building Separation that also applies.

Certifier hereon is not responsible for utilities and/or features that were not visible at the time of the survey,

I, M. DOUGLAS STYONS, JR., P.L.S., certify that this plat was drawn from an actual field land survey that the error of closure as calculated by latitudes and departures is at least 1:10,000;

Witness my hand and seal this 17th day of April A.D. 2020.

*[Signature]*  
P.L.S. L-3227

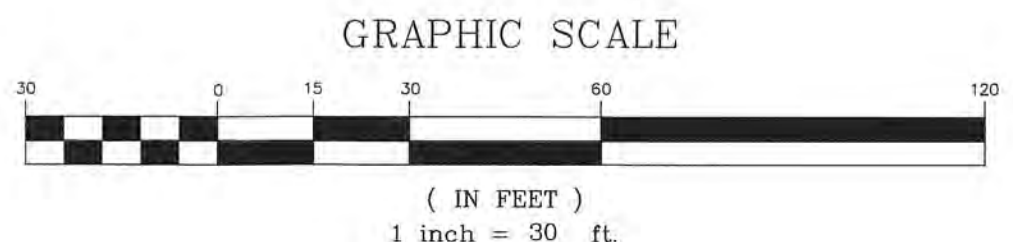


**Styons Surveying Services**

2700 N. Croatan Hwy. Kill Devil Hills, NC. 27948 C-1697  
Phone: (252) 441-1415 Fax: (252) 480-1182

Any unauthorized use or alteration of this document is prohibited. A red seal must be present for this to be an original document.

PROPOSED GROUP DEVELOPMENT AS A CONDITIONAL USE OF PROPOSED LOT 7R, HARBOR ESTATES			
SCALE: 1" = 30'	SURVEYED FOR <b>WILLIAM FREDRICK DAUGHERTY, III &amp; SHELLY DAUGHERTY</b>		
FILE NO.: 18-347	CROATAN TOWNSHIP MANN'S HARBOR		
DWG NO.: 18347TSP	DARE COUNTY NORTH CAROLINA		
FLOOD ZONE:	DATE: 4-16-20	REC. REF. P.C.-F, SL. 352;	SHEET:
SEE PLOT	REV. DATE: 4-17-20	P.C.-A, SL. 166; D.B. 2280, PG. 854	1 OF 1
	PIN NO.:	F.I.R.M. DATE:	
	TO BE ASSIGNED	3720 9748 00 J	9-20-06



NCGS GEODETIC MONUMENT  
MT. CARMEL 1974  
N 242,395.855 M  
E 901,318.854 M  
NAD 83  
(AS PER PREVIOUS SURVEY  
DATED 7-20-2005)

NC GRID COORDINATES  
N 242,272.0761 M  
E 901,455.3962 M  
NAD 83

NC GRID COORDINATES  
N 242,233.5492 M  
E 901,497.4143 M  
NAD 83





### **Conditional Use Permit No.2 --2020**

Dare County Sections 22-23.2, 22-31, & 22-68.

**Application of:** William & Shelly Daugherty

On June 15, 2020 the Dare County Board of Commissioners considered the application of the Petitioner above named which application is on file with the Dare County Planning Department, and the Board finds as follows:

1. That the written application of Petitioner with attachments has been duly submitted to the Dare County Planning Board as required by Section 22 of the Dare County Code (hereinafter referred to as "Code");
2. That the application substantially complies with the requirements of the Code in that it requests uses permitted by conditional use permit under the Code, including residential structures in a group housing development;
3. The subject property is zoned MH-A. This property is identified on the Dare County tax records as parcels 023856000 and 023856006 and located in the Manns Harbor tax district.
4. That the Dare County Planning Board recommended for approval the granting of this Conditional Use Permit as requested. The Planning Board made this recommendation on May 11, 2020.
5. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to grant uses such as allowed herein and insofar as the conditional use is hereinafter allowed it will not adversely affect the public interest;
6. That the hereinafter described conditional use is deemed to be reasonable and is not in degradation of the intent of the ordinance.
7. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Conditional Use Permit according to the terms and conditions below:

NOW, THEREFORE, under the provisions of the Code, the following conditional use is granted to William and Shelly Daugherty for a group development consisting mini storage facilities subject to such conditions as are hereinafter set out:

**CONDITIONAL USE:** a group development for mini storage facilities. A site plan depicting the proposed improvements identified as Appendix B is included as part of this Permit.

**CONDITIONS:**

1. The group development authorized at 6783 E Hwy 64/264 Manns Harbor, NC shall operate as prescribed in the definition set forth in Section 22-31 of the Dare County Zoning Ordinance.
2. There is an existing 2,400 square foot storage facility onsite that was constructed in 2008 on parcel 023856000 that is building one of the group development. A building permit for a 3,600 square foot storage facility on parcel 023856006 was filed with Dare County planning on March 20, 2020, is building two of the group development. A proposed 3,600 square foot storage facility is building three of the group development. Proposed building three is to be constructed after properties are recombined.
3. The recombination of parcels 023856000 and 023856006 shall be submitted within 6 months of the date of CUP approval by the Board of Commissioners. A building permit for the proposed 3,600 square foot building three shall only be secured from Dare County once properties are recombined and within 12 months of the date of CUP approval by the Board of Commissioners.
4. Additional lighting fixtures shall be installed that are similar to the existing fixtures on the site. The new light fixtures shall be installed so that no light illuminates or reflects on any adjacent property or public right-of-way
5. Tenants of the storage building shall be allowed access to the site between the hours of 6:00 a.m. and 10:00 p.m. daily.
6. Parking area for fire apparatus must be provided and maintained adjacent to the pond on the rear of the property. The parking area must be at least 20'ft wide by 50'ft long. The pond in this area must be cleaned out and maintained with a minimum depth of 5'ft to allow for drafting operations.
7. The Planning Department staff shall monitor the site. The applicant shall be notified in writing if any violation of this CUP. Appropriate measures to correct any violation identified by the Dare County Planning Department shall be made upon receipt of notice. Failure to correct any violations may void this CUP and may result in the assessments of civil penalties as provided for in Chapter 10 of the Dare County Code of Ordinance and/or any other legal remedy available to Dare County.

8. Parking for the individual storage units shall be allowed immediately adjacent to the storage buildings to facilitate the loading and unloading of individual units.
9. The storage units shall be used for unconditioned storage and no storage unit shall be used or occupied for residential or commercial purposes.
10. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This 15th day of June 2020

SEAL:

COUNTY OF DARE

By: \_\_\_\_\_  
Robert L Woodard  
Dare County Board of Commissioners

ATTEST:

By: \_\_\_\_\_  
Cheryl Anby  
Clerk to the Board

**THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED**

By: \_\_\_\_\_  
William and Shelly Daugherty

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Robert L. Outten  
County Attorney





*Change of 'OPEB Irrevocable Trust Agreement' to 'OPEB and LEOSSA Master Trust Agreement'*

**Description**

Please see the attached Item Summary

**Board Action Requested**

Adopt Resolution and approve the revised agreement.

**Item Presenter**

David Clawson, Finance Director

**Item Summary: Change of ‘OPEB Irrevocable Trust Agreement’ to ‘OPEB and LEOSSA Master Trust Agreement’**

The County established and partially funded an OPEB Irrevocable Trust in 2008 for retiree health benefits. The trustees are the holders of the positions of County Manager, Finance Director, and Human Resources Director.

Due to debt ratings and new GASB pronouncements, at some point in the future the County will have to do the same for the Law Enforcement Officers’ Special Separation Allowance (“LEOSSA”). The County engaged Parker Poe Adams & Bernstein, who drafted the original agreement, to draft a new agreement and Board resolution.

The following resolution will change the trust agreement for OPEB to a “Master Trust Agreement” which will allow one set of documents and one set of trustees for both OPEB and LEOSSA. The Master Trust will then have two accounts; one for the partially funded OPEB irrevocable trust, and one for a LEOSSA irrevocable trust which can be funded in the future.

The Board Resolution and the Master Trust Agreement are attached.

The Board is requested to:

Adopt the resolution:

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING A LAW ENFORCEMENT OFFICERS’ SPECIAL SEPARATION ALLOWANCE (LEOSSA) TRUST FUND AND THE RESTATEMENT OF THE OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST AGREEMENT AS A MASTER TRUST FOR LEOSSA AND OPEB; APPOINTMENT OF TRUSTEES FOR MASTER TRUST.**

And approve the revised trust agreement:

**COUNTY OF DARE OPEB AND LEOSSA MASTER TRUST AGREEMENT**

**EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS**

A regular meeting of the Board of Commissioners of the County of Dare, North Carolina, was duly held on June 15, 2020 at 5:00 p.m. in the County Board of Commissioners’ Meeting Room, 954 Marshall C. Collins Drive, Manteo, North Carolina. Chairman Robert Woodard presiding.

The following members were present:

The following members were absent:

Commissioner \_\_\_\_\_ moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted:

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING A LAW ENFORCEMENT OFFICERS’ SPECIAL SEPARATION ALLOWANCE (LEOSSA) TRUST FUND AND THE RESTATEMENT OF THE OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST AGREEMENT AS A MASTER TRUST FOR LEOSSA AND OPEB; APPOINTMENT OF TRUSTEES FOR MASTER TRUST.**

*WHEREAS*, the County of Dare, North Carolina (the “*County*”) provides certain benefits for its eligible retirees that constitute what are known as other post-employment benefits (“*OPEB*”);

*WHEREAS*, the County is required to account for OPEB pursuant to the Governmental Accounting Standards Board Statement No. 45;

*WHEREAS*, the County also provides that certain law enforcement officers’ special separation allowance (“*LEOSSA*”) pursuant to Article 12D of Chapter 143 North Carolina General Statutes;

*WHEREAS*, the County is required to account for LEOSSA pursuant to the Governmental Accounting Standards Board Statement No. 73;

*WHEREAS*, the County previously entered into a trust agreement (the “*OPEB Trust Agreement*”) and created a trust fund (the “*OPEB Trust Fund*”) into which it deposits regular contributions by the County in order to fund the County’s OPEB obligations;

*WHEREAS*, such deposits into the OPEB Trust Fund are irrevocable, not subject to the claims of creditors and may only be withdrawn by the County to provide other post-employment benefits to individuals who are former employees or beneficiaries of former employees of the County and who are entitled to other post-employment benefits payable by the County; and

WHEREAS, in furtherance of the County's funding of its LEOSSA and the required accounting therefore, the County now desires to create a LEOSSA trust fund (the "*LEOSSA Trust Fund*") and to amend and restate the OPEB Trust and adopt a master trust (the "*Master Trust*") for both OPEB and LEOSSA so that any and all deposits by the County for purposes of funding its OPEB and LEOSSA obligations shall be subject to the same terms and conditions as set forth in such Master Trust;

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA DOES RESOLVE AS FOLLOWS:

Section 1. ***Creation of LEOSSA Trust Fund; Execution of Trust Agreement.*** The County Manager and the Finance Director of the County are each hereby authorized and directed to take such action as may be necessary to create a LEOSSA Trust Fund to which regular contributions can be made by the County to fund the County's LEOSSA obligation. The County Manager and the Finance Director of the County are each hereby authorized, empowered, and directed to execute and deliver a Master Trust Agreement substantially in the form attached hereto, but with such changes, modifications, additions or deletions as to them seem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of his or her approval of any and all such changes, modifications, additions or deletions therein. The County Manager and the Finance Director of the County are each also hereby authorized to take any other actions deemed necessary or appropriate to consummate the transactions provided for in the Master Trust Agreement and to take all such other actions as they may deem necessary or appropriate to give effect to the Master Trust Agreement.

Section 2. ***Appointment of Trustees.*** The Board of Commissioners hereby appoints Robert L. Outten, County Manager, John David Clawson, Jr., Finance Director of the County and Elizabeth K. Reilly, Human Resources Director of the County, to serve as initial trustee under the Master Trust Agreement and grants each the authority necessary to perform all duties and obligations thereof.

Section 3. ***Other Actions.*** That all actions heretofore taken by the County Manager and the Finance Director of the County acting on behalf of the County with respect to the creation of the LEOSSA Trust Fund and the Master Trust are hereby ratified, adopted, approved and confirmed in all respects. The County Manager and the Finance Director of the County are authorized to execute and deliver for and on behalf of the County any and all documents or other papers and perform all other acts as they may deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 5. ***Effective Date.*** This Resolution is effective on the date of its adoption.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing resolution titled **“A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING A LAW ENFORCEMENT OFFICERS’ SPECIAL SEPARATION ALLOWANCE (LEOSSA) TRUST FUND AND THE RESTATEMENT OF THE OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST AGREEMENT AS A MASTER TRUST FOR LEOSSA AND OPEB; APPOINTMENT OF TRUSTEES FOR MASTER TRUST”** was duly adopted by the following vote:

AYES:

NAYS:

*PASSED, ADOPTED AND APPROVED* this 15<sup>th</sup> day of June, 2020.

STATE OF NORTH CAROLINA            )  
  )  
COUNTY OF DARE                        )        SS:

I, Cheryl Anby, Clerk to the Board of Commissioners of the County of Dare, North Carolina, *DO HEREBY CERTIFY*, as follows:

1.        A regular meeting of the Board of Commissioners of the County of Dare, a political subdivision of the State of North Carolina, was duly held on June 20, 2011, proper notice of such meeting having been given as required by North Carolina statute, and minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of said Board of Commissioners.

2.        I have compared the attached extract with said minutes so recorded and said extract is a true copy of said minutes and of the whole thereof insofar as said minutes relate to matters referred to in said extract.

3.        Said minutes correctly state the time when said meeting was convened and the place where such meeting was held and the members of said Board who attended said meeting.

*IN WITNESS WHEREOF*, I have hereunto set my hand and have hereunto affixed the corporate seal of said County, this \_\_\_\_\_ day of June, 2020.

(SEAL)

\_\_\_\_\_  
CHERYL ANBY  
Clerk to the Board of Commissioners  
County of Dare, North Carolina

**COUNTY OF DARE  
OPEB AND LEOSSA MASTER TRUST AGREEMENT**

This **Master Trust Agreement** is entered into as of the \_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between The County of Dare, North Carolina (the “**Employer**”) and Robert L. Outten, John David Clawson, Jr. and Elizabeth K. Reilly (the “**Trustee**”);

**R E C I T A L S :**

**WHEREAS**, the Employer maintains (a) certain post-employment benefits other than pensions (hereinafter, “**OPEB**”) for the benefit of its eligible retired employees, and (b) the Special Separation Allowance (hereinafter, “**LEOSSA**”) for eligible law enforcement officers, as set forth in Section 143-166.41 of the North Carolina General Statutes;

**WHEREAS**, the Employer previously established a trust pursuant to Section 159-30.1(b) of the North Carolina General Statutes, known as the “County of Dare Other Post-Employment Benefits Trust Agreement” (hereinafter the “**OPEB Trust**”), for the purpose of funding its obligation to provide post-employment benefits other than pension benefits, as required to be reported under GASB 45;

**WHEREAS**, the OPEB Trust was established by the Employer with the intention that the OPEB Trust qualify as an irrevocable tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and the regulations issued thereunder and as a tax-exempt trust under the provisions of the applicable laws of the State of North Carolina; and

**WHEREAS**, the Employer previously appointed its County Manager, Finance Director, and Human Resources Director as the Trustee of the OPEB Trust, and the Trustee previously accepted such appointment pursuant to the terms and conditions set forth in the OPEB Trust Agreement;

**WHEREAS**, pursuant to Section 7.2 of the OPEB Trust Agreement and subject to the limitations set forth therein, the Employer and the Trustee may amend the OPEB Agreement at any time by a written instrument executed by the Employer and the Trustee;

**WHEREAS**, the Employer wishes to establish a master trust pursuant to Sections 159-30.1(b) and 159-30.2 of the North Carolina General Statutes, to be known as the “County of Dare OPEB and LEOSSA Master Trust Agreement” (hereinafter the “**Trust**”), for the purpose of amending and restating the OPEB Trust and consolidating in a single master trust the funding of its obligation to provide (a) post-employment benefits other than pension benefits, as required to be reported under GASB 45, and (b) the LEOSSA;

**WHEREAS**, the Trust is established by the Employer with the intention that the Trust qualify as an irrevocable tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and the regulations issued thereunder and as a tax-exempt trust under the provisions of the applicable laws of the State of North Carolina; and

**WHEREAS**, the Employer has appointed its County Manager, Finance Director, and Human Resources Director as the Trustee of the Trust, and the Trustee has accepted such appointment pursuant to the terms and conditions set forth in this Trust Agreement; and

**NOW THEREFORE**, for good and valuable consideration, the parties hereto agree as follows:



## ARTICLE I DEFINITIONS

- 1.1 “**Assets**” shall mean all contributions and transfers of assets received into the Trust on behalf of the Employer, together with the income and earnings from such contributions and transfers and any increments accruing to them, net of any investment losses, benefits, expenses or other costs.
- 1.2 “**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time.
- 1.3 “**Employer**” shall mean the County of Dare, North Carolina.
- 1.4 “**GASB**” shall mean the Governmental Accounting Standards Board.
- 1.5 “**GASB 45**” shall mean Statement Number 45 issued by GASB requiring public agencies to report OPEB Obligations on their balance sheets effective after December 31, 2006.
- 1.6 “**GASB 45 Investment Policy**” shall mean the written investment policy for the Trust which shall be adopted by the Employer and delivered to the Trustee.
- 1.7 “**GASB Pension Statements**” shall mean the statements issued by GASB, including without limitation Statement No. 73, that apply to the Employer’s reporting of its LEOSSA Obligation.
- 1.8 “**LEOSSA**” shall mean the separation allowance that the Employer is required to pay to its law enforcements officers pursuant to Section 143-166.42 of the North Carolina General Statutes.
- 1.9 “**LEOSSA Obligation**” shall mean an Employer’s obligation to provide LEOSSA to its law enforcement officers, as specified in Section 143-166.42 of the North Carolina General Statutes.
- 1.10 “**LEOSSA Plan**” shall mean the plan document adopted by the Employer for the purpose of documenting the Employer’s LEOSSA Obligations and governing the Employer’s satisfaction thereof, a copy of which is attached here as Exhibit A.
- 1.11 “**LEOSSA Qualified Investments**” shall mean all investments authorized under Section 147-69.2(b5) of the North Carolina General Statutes or, as permitted for the Trust, under Section 159-30(c) of the North Carolina General Statutes.
- 1.12 “**OPEB**” shall mean “other post-employment benefits,” such as medical, dental, vision, life insurance, long-term care and other similar benefits, provided to OPEB-Eligible Employees, other than pension benefits.
- 1.13 “**OPEB-Eligible Employees**” shall mean collectively retired employees of the Employer (and their dependents and beneficiaries) eligible to receive certain benefits that are offered by the Employer and constitute OPEB.



- 1.14** “**OPEB Obligation**” shall mean the Employer’s obligation to provide post-employment health care and welfare benefits to OPEB-Eligible Employees as specified in the OPEB Plan.
- 1.15** “**OPEB Plan**” shall mean the plan adopted by the Employer for the purpose of documenting the Employer’s OPEB Obligations and governing the Employer’s satisfaction thereof, a copy of which is attached here as Exhibit B.
- 1.16** “**OPEB Qualified Investments**” shall mean all investments authorized under Section 159-30.1(b) of the North Carolina General Statutes.

## **ARTICLE II THE TRUST**

### **2.1 Purpose**

The purpose of the Trust is to hold assets from which to satisfy (a) the Employer’s commitment to provide OPEB, as offered by the Employer to its OPEB-Eligible Employees in accordance with the OPEB Plan, and (b) the Employer’s requirement to provide the separation allowance to law enforcements officers required by Section 143-166.42 of the North Carolina General Statutes and the LEOSSA Plan.

### **2.2 Trustee Accounting**

The Trustee shall be responsible only for maintaining records and maintaining accounts for the Assets of the Trust. Specifically, the Trustee shall be responsible for maintaining separate records and accounts for the Assets of the Trust allocated to the OPEB Plan and to the LEOSSA Plan, respectively. The Employer shall be responsible for Plan-level accounting for OPEB and LEOSSA.

### **2.3 No Diversion of Assets**

The Assets in the Trust shall be held in trust for the exclusive purpose of providing either OPEB to eligible employees of the Employer or LEOSSA to eligible law enforcement officers of the Employer, as applicable, and defraying the reasonable administrative and actuarial expenses of the Trust. The Assets in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

### **2.4 Type and Nature of Trust**

Neither the full faith and credit nor the taxing power of the Employer is pledged to the distribution of benefits hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of the Employer, but are payable solely from the Assets of the Trust, as more fully described herein. No employee of the Employer may compel the exercise of the taxing power by the Employer.

Distributions of Assets under the Trust are not debts of the Employer within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances upon any of the Employer’s property, or upon any of its income, receipts, or revenues, except amounts in the accounts

which are, under the terms of the LEOSSA Plan or the OPEB Plan and the Trust, set aside for distributions. Neither the members of the governing body of the Employer nor its officers, employees, agents or volunteers are liable hereunder.

### **ARTICLE III ADMINISTRATIVE MATTERS**

#### **3.1 Certification to Trustee**

The governing body of the Employer, or other duly authorized official, shall certify in writing to the Trustee the names and specimen signatures of the individuals authorized to act on behalf of the Employer, whose names and specimen signatures shall be kept accurate by the Employer acting through its governing body or a duly authorized official. The Trustee shall have no liability if it acts upon the direction of an individual who has been duly authorized hereunder, even if that individual is no longer authorized to act, unless the Employer has informed the Trustee of such change in writing.

#### **3.2 Tenure and Removal of Trustee**

Each individual Trustee shall serve during his tenure in the applicable office of the Employer and shall immediately cease to serve, without the necessity for formal resignation, upon termination from such office for any reason. The successor to such office, including any interim successor, shall become a successor Trustee immediately upon the assumption of such office without the need for formal appointment. A successor Trustee shall not have any liability for any action or omission by the Trustee prior to the date of his assumption of such office.

#### **3.3 Trustee Procedures**

All official meeting of the Trustee, whether held in person or by electronic means, shall be open to the public and conducted in accordance with Article 33C of Chapter 143 of the North Carolina General Statutes and any applicable Employer policy. The Trustee shall keep a record of all official meetings, including those official meetings held in closed session under Section 143-318.11 of the North Carolina General Statutes, and shall forward all necessary communications to the Employer. Such official meeting records shall be public records within the meaning of Chapter 132 of the North Carolina General Statutes. The Trustee may adopt such by-laws and regulations as it deems desirable for the conduct of its affairs. All decisions by the Trustee shall be made by the vote of the majority of the Trustee members. The Trustee may authorize one or more of such members to act for the Trustee with respect to specified Trustee duties under this Trust Agreement. A dissenting Trustee member who, within a reasonable period of time after he has knowledge of any action or failure to act by the majority, delivers his written dissent to the other Trustee members and the Employer shall not be responsible for such action or failure to act.

#### **3.4 Payments from the Trust**

At the Employer's direction, the Trustee from time to time shall make payments out of the Assets of the Trust to such persons, in such manner and in such amounts as the Employer directs. Such payments may include, but are not limited to, benefit payments, insurance or stop-loss premiums, and the expenses of administering the LEOSSA Plan,



the OPEB Plan and the Trust, as may be specified in the Employer's direction.

#### **ARTICLE IV THE TRUSTEE**

##### **4.1 Powers and Duties of the Trustee**

Except as otherwise provided in Article V, and subject to the provisions of Article VI, the Trustee shall have full power and authority with respect to property held in the Trust to perform all acts, take all proceedings, and exercise all rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

- (a) To invest and reinvest the Assets or any part thereof in LEOSSA Qualified Investments or OPEB Qualified Investments, as applicable, pursuant to this Trust and applicable state law.
- (b) To place uninvested cash and cash awaiting distribution in any type of interest-bearing account including, without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina;
- (c) To borrow money for the purposes of the Trust from any source with or without giving security; to pay interest; to issue promissory notes and to secure the repayment thereof by pledging all or any part of the Assets;
- (d) To take all of the following actions: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust;
- (e) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (h) To exercise all the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under applicable federal or state laws as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

##### **4.2 Additional Trustee Powers**

In addition to the other powers enumerated above, the Trustee in any and all events is authorized and empowered:

- (a) To pay administrative fees as directed by the Employer;
- (b) To invest funds pending required directions in a designated account as directed by the Employer or if there is no designated account, any type of interest-bearing account including without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina Trustee or any affiliate thereof;
- (c) To cause all or any part of the Trust to be held in the name of the Trustee (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Trust any investment in bearer form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust and the Trustee shall hold evidences of title to all such investments;
- (d) To appoint a custodian with respect to the Trust Assets;
- (e) To employ such agents and counsel as may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation from the Trust; to employ any broker-dealer, including a broker-dealer affiliated with the Trustee, and pay to such broker-dealer at the expense of the Trust, its standard commissions; to settle, compromise or abandon all claims and demands in favor of or against the Trust; and to charge any premium on bonds purchased at par value to the principal of the Trust without amortization from the Trust, regardless of any law relating thereto;
- (f) To abandon, compromise, contest, arbitrate or settle claims or demands; to prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Trust;
- (g) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement, the OPEB Plan and the LEOSSA Plan;
- (h) To permit such inspections of documents at the principal office of the Trustee as are required by law, subpoena or demand by a United States agency;
- (i) To comply with all requirements imposed by applicable provisions of law;
- (j) To seek written instructions from the Employer on any matter and await its written instructions without incurring any liability; provided, that if at any time the Employer should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust;
- (k) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Employer in connection with the administration of the OPEB Plan and the LEOSSA Plan, and to pay from the Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Employer;
- (l) To act upon proper written directions of the Employer;



- (m) To pay from the Trust the expenses reasonably incurred in the administration thereof, as provided in the OPEB Plan and the LEOSSA Plan;
- (n) To hold uninvested reasonable amounts of cash whenever it is deemed advisable to do so to facilitate disbursements or for other operational reasons;
- (o) To seek and obtain a judicial settlement of the Trustee's accounts and a judicial determination of any question in connection with the Trustee's duties and obligations under this Trust Agreement; and
- (p) To have and to exercise such other additional powers as may be advisable for the effective and economical administration of the Trust.

## **ARTICLE V INVESTMENTS**

### **5.1 Trust Investments**

The Employer shall have the responsibility to select OPEB Qualified Investments and LEOSSA Qualified Investments for the Trust Assets and may appoint a registered investment advisor, as defined by regulations issued by the Securities and Exchange Commission, by executing a written consulting or management agreement with said registered investment advisor.

### **5.2 Trustee Fees**

As may be agreed upon, in writing, between the Employer and Trustee, the Trustee will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to the Trust. The Trustee shall be entitled to receive its fees and expenses when due directly from the Trust. Notwithstanding the foregoing, any Trustee who is an employee of the Employer shall receive no fee for service as a Trustee hereunder.

### **5.3 Contributions to the Trust**

The Employer may from time to time remit cash contributions and other payments under the OPEB Plan or the LEOSSA Plan (which may include contributions by employees), as determined by the Employer, to the Trustee. All contributions shall be paid to the Trustee for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustee shall not have any duty to determine or inquire whether any contributions to the Trust are in compliance with the Employer's policies, the OPEB Plan or the LEOSSA Plan, as applicable, applicable state law and/or any collective bargaining agreements, if any, nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by the Employer, nor shall the Trustee be responsible for the collection or adequacy of the contributions to meet the Employer's OPEB Obligation, as may be determined under GASB 45, or the Employer's LEOSSA Obligation, as may be determined under the GASB Pension Statements. The contributions received by the Trustee from the Employer shall be held and administered pursuant to the terms hereof without distinction between income and principal.

#### **5.4 Records**

(a) The Trustee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. Pursuant to Section 2.2 hereof, such records and detailed accounts shall be maintained by the Trustee separately for the Assets of the Trust allocated by the Employer to the OPEB Plan and to the LEOSSA Plan, respectively. Such records shall be available at all reasonable times for inspection by the Employer. The Trustee shall, at the direction of the Employer, submit such valuations, reports or other information as the Employer may reasonably require.

(b) The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, that the Employer shall instruct the Trustee as to valuation of assets for which the value is not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the Employer and shall be indemnified and held harmless by the Employer with respect to such reliance. If the Employer fails to provide such value, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and Trustee shall have no liability therefore.

#### **5.5 Statements**

(a) Periodically as requested by the Employer and within sixty (60) days after each June 30, the Trustee shall render to the Employer a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year or period with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period, as allocated to the OPEB Plan and the LEOSSA Plan, respectively.

(b) The Employer may approve such statements either by written notice or by failure to express objections to such statement by written notice delivered to the Trustee within ninety (90) days from the date the statement is delivered to the Employer. Upon approval, the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such account had been settled and allowed by a decree from a court of competent jurisdiction.

#### **5.6 Exclusive Benefit**

The Assets of the Trust shall be held in trust for the exclusive purpose of providing either OPEB to the OPEB-Eligible Employees pursuant to the OPEB Plan, or LEOSSA the eligible law enforcement officers of the Employer pursuant to Section 143-166.42 of the North Carolina General Statutes, as applicable, and defraying the reasonable expenses associated with providing such benefits and shall not be used for or diverted to any other purpose.



**ARTICLE VI  
FIDUCIARY RESPONSIBILITIES**

**6.1 More Than One Fiduciary Capacity**

Any one or more of the fiduciaries with respect to the Trust Agreement or the Trust may, to the extent required thereby or as directed by the Employer pursuant to this Trust Agreement, serve in more than one fiduciary capacity with respect to the Trust Agreement and the Trust.

**6.2 Fiduciary Discharge of Duties**

Except as otherwise provided by applicable law, each fiduciary shall discharge such fiduciary's duties with respect to the Trust Agreement and the Trust:

(a) Solely in the interest of the OPEB-Eligible Employees and LEOSSA-eligible law enforcement officers of the Employer, and for the exclusive purpose of providing OPEB to OPEB-Eligible Employees and LEOSSA to eligible law enforcement officers of the Employer, as applicable, and defraying reasonable administrative and actuarial expenses associated with providing such benefits; and

(b) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

**6.3 Limitations on Fiduciary Responsibility**

To the extent allowed by the law of the State of North Carolina:

(a) No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary;

(b) No fiduciary shall be liable for a breach by another fiduciary except as provided by law; and

(c) No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

**6.4 Indemnification**

The Trustee shall not be liable for, and the Employer shall indemnify, defend and hold the Trustee harmless from and against, any claims, demands, loss, costs, expense or liability in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, arising as a result of Employer's active or passive negligent act or omission or willful misconduct in the execution or performance of the Employer's duties under this Trust Agreement.

In addition, the Trustee shall not be liable for, and Employer shall indemnify and hold the Trustee harmless from and against, any claims, demands, loss, costs, expense or liability arising out of or in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, in the event that the Trust loses or fails to qualify for tax exempt status under Section 115 of the Code and the regulations issued thereunder or as a tax-exempt trust under the provisions of North Carolina law, unless such results directly or indirectly from the active or passive negligent act or omission of the Trustee or an employee or agent thereof.

This section shall survive the termination of this Trust Agreement.

## **ARTICLE VII AMENDMENT, TERMINATION AND MERGER**

### **7.1 No Obligation to Continue Trust**

Continuance of the Trust and continuation of the Employer's OPEB Obligation or LEOSSA Obligation are not assumed as a contractual obligation of the Employer.

### **7.2 Amendments**

(a) The Employer and the Trustee reserve the right to amend this Trust Agreement at any time by a written instrument executed by the Employer and the Trustee. The Trust Agreement may be amended or terminated only as provided herein.

(b) No amendment shall:

(1) Cause the Assets of the Trust to be used for or diverted to purposes other than for the exclusive benefit of OPEB-Eligible Employees and LEOSSA-eligible law enforcement officers of the Employer, as applicable, or for the purpose of defraying the reasonable expenses of administering the Trust; or

(2) Have any retroactive effect so as to reduce the benefits of any OPEB-Eligible Employees or LEOSSA-eligible law enforcement officers of the Employer as of the date the amendment is adopted, except that such changes may be made as may be required to permit this Trust Agreement to meet the requirements of applicable law.

### **7.3 Termination of OPEB Plan and/or LEOSSA Plan**

A termination of the Employer's obligation to provide OPEB pursuant to the OPEB Plan or LEOSSA pursuant to the LEOSSA Plan shall not, in itself, effect a termination of the Trust. Upon any termination of the Employer's obligation to provide OPEB pursuant to the OPEB Plan or LEOSSA pursuant to the LEOSSA Plan, the Assets of the Trust that are allocated to such plan shall be distributed by the Trustee as directed by the Employer. From and after the date of such termination and until final distribution of the Assets, the Trustee shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and distribution of such assets, and the Trust shall continue until the Assets have been completely distributed in accordance with each such plan, applicable law and any Employer policies and/or applicable collective bargaining agreements, if any.



#### **7.4 Right to Terminate**

The Employer and the Trustee may terminate this Trust by a written instrument executed by the Employer and the Trustee. Neither a temporary cessation nor the suspension of contributions by the Employer shall be deemed to be a termination of the Trust. Upon termination of this Trust, the Trustee shall pay all obligations of the Trust and shall apply the remaining Assets to purchase or continue OPEB for OPEB-Eligible Employees and LEOSSA to eligible law enforcement officers of the Employer, to the extent possible. Notwithstanding the foregoing provisions, the Trustee may, upon termination of the Trust and with the Employer's consent, transfer any remaining Assets to the Employer or to any trust or trusts established for purposes substantially similar to those set forth herein. In no event will any remaining Assets be transferred to any entity that is not a state, political subdivision of a state, or entity the income of which is excluded from gross income under Section 115 of the Code.

#### **7.5 Fund Recovery Based on Mistake of Fact**

Except as hereinafter provided, the Assets of the Trust shall never inure to the benefit of the Employer. The Assets shall be held for the exclusive purposes of providing OPEB to OPEB-Eligible Employees or LEOSSA to eligible law enforcement officers of the Employer, and defraying reasonable expenses of administering the Trust. However, in the case of a contribution which is made by the Employer because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Employer, provided such return occurs within two (2) years after discovery by the Employer of the mistake. If any repayment is payable to the Employer, then, as a condition precedent to such repayment, the Employer shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

### **ARTICLE VIII MISCELLANEOUS PROVISIONS**

#### **8.1 Nonalienation**

Employees do not have an interest in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an employee or any other party. Trust Assets shall not be subject to the claims of the Employer or the claims of its creditors.

#### **8.2 Saving Clause**

In the event any provision of this Trust Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement, and this instrument shall be construed and enforced as if said provision had never been included.

### **8.3 Applicable Law**

This Trust Agreement shall be construed, administered and governed under the Code and the laws of the State of North Carolina. To the extent any of the provisions of this Trust Agreement are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement being a tax-exempt trust within the meaning of the Code.

### **8.4 Employment of Counsel**

The Trustee may consult with legal counsel (who may be counsel for the Trustee or the Employer) and charge the Trust. The Trustee shall be fully protected in relying on advice of such counsel.

### **8.5 Gender and Number**

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

### **8.6 Headings**

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

### **8.7 Counterparts**

This Trust Agreement may be executed in an original and any number of counterparts by the Employer and Trustee, each of which shall be deemed to be an original of the one and the same instrument.

### **8.8 OPEB Trust Amendment and Restatement**

As of the Effective Date, the OPEB Trust, as entered into as of June 15, 2020, by and between the Employer and the Trustee, is hereby amended and restated in its entirety, and superseded by this Trust Agreement.

AGREED TO AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**TRUSTEE**

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

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Human Resources Director

**EMPLOYER**

**COUNTY OF DARE, NORTH CAROLINA**

By: \_\_\_\_\_  
Chairman, Board of Commissioners

**COPY**



*Reserve/Fund Balance Policy Revision*

**Description**

Attached are 1) a clean version of the revised Reserve/Fund Balance Policy and 2) a mark up version of the same.

The revision is to change the policy for the changes determined and approved during the Capital Investment Fund process:

- A) A target percentage of 21% of revenue for unassigned fund balance of the General Fund;
- B) A total fund balance of the Disaster Recovery Fund of 1% of the General Fund (#10 fund only) budget; and
- C) Establishment and maintenance of the Capital Investment Fund and a debt affordability model with a target fund balance coverage of a minimum of 0.33 times and a target of 0.50 times annual debt service.

**Board Action Requested**

Adopt policy update for the County Financial Policies.

**Item Presenter**

David Clawson, Finance Director

## Reserve/Fund Balance Policy

- I. In accordance with State statute, appropriated fund balance in any fund will not exceed the sum of cash and investments less the sum of liabilities, encumbrances, and deferred revenues arising from cash receipts (“reserved by State statute”).
- II. The County will maintain a General Fund unassigned fund balance that significantly exceeds the minimum eight percent (8%) required by NC State Treasurer Fiscal Management. The percentage is to be determined by dividing the consolidated General Fund unassigned fund balance by actual current (same) year revenues of the General Fund (#10 General Fund only). The target goal of the County for the General Fund unassigned fund balance is 21%. The annual calculation shall be disclosed in the Notes to the Financial Statements in the CAFR.
  - Purpose of Reserve: These funds will be utilized to avoid cash flow interruptions, generate interest income, eliminate the need for short-term borrowing, guard against the effects of an economic downturn, guard against the effects of natural or other disasters, and maintain the County’s credit ratings.
  - Reserve Drawdown: The fund balance may be drawn down below the 21% target percentage for emergencies by Board action.
  - Reserve Replenishment: If the fund balance falls below the target percentage for two consecutive fiscal years, the County will replenish funds by direct appropriation in the next budget developed for the fiscal year after the occurrence is known. In that instance, the County will annually appropriate an expenditure line item (“to increase fund balance”) of at least 25% of the last known difference between the target percentage level and the actual balance until the target level is met. In the event appropriating 25% is not feasible, the County will appropriate a lesser amount and shall reaffirm by Board resolution its commitment to fully replenish the fund balance over a stated longer period of time.
  - Reserved By State Statue: The 21% unassigned fund balance calculation shall remove the fund balance effects of a FEMA/State accounts receivable in the Disaster Recovery Fund which creates a larger amount of reserved by State statute.
- III. Any General Fund unassigned fund balance that exceeds the target goal may be transferred for the following uses:
  - to the Capital Investment Fund;
  - to the Disaster Recovery Fund;
  - to the Law Enforcement Special Separation Allowance Fund;
  - to an irrevocable trust fund for retiree postemployment health benefits (OPEB) liability; or
  - to an irrevocable trust fund for the Law Enforcement Special Separation Allowance liability.
- IV. The County will appropriate within the annual budget a Contingency appropriation each fiscal year of at least \$300,000.
- V. The County shall maintain a Disaster Recovery Special Revenue Fund and the County shall strive to maintain a minimum total fund balance equal to 1% of the current year General Fund operating budget (#10 fund).
- VI. The County shall maintain a Capital Investment Fund. that budgets and accounts for non-grant funded capital outlays, debt service, the County’s capital improvements plan, EMS helicopter major maintenance, major equipment replacements, a roof replacement plan, and an HVAC replacement plan.
  - Beginning with the fiscal year 2020 budget, the Board shall budget an annual transfer of \$10,425,000 from the General Fund (#10) to the Capital Investment Fund (#11), which represents the net amount of capital and debt service funding



during fiscal year 2019. The amount of the transfer may decrease due to an emergency, such as COVID-19, or due to reduced capital funding needs. Also beginning with the fiscal year 2020 budget, the Board commits the following revenues to the Capital Investment Fund: Education Lottery, the land transfer tax, and the restricted portions of article 40 and article 42 sales taxes.

- The County shall maintain a Capital Investment & Debt Affordability Model that projects the above revenues, capital expenditures, existing and future debt service, EMS helicopter major maintenance, roof replacements, and HVAC replacements.
- The Debt Affordability Model will calculate annual coverage into the future with coverage defined as total ending fund balance, excluding the EMS helicopter reserve below, divided by annual debt service (actual and projected) for at least seven future years. The County will strive to maintain coverage levels of at least 0.33 times with a target of 0.50 times.
- Any unspent budget for EMS helicopter major maintenance, will be reserved within the total fund balance of the Capital Investment Fund for that purpose up to a maximum of \$1 million, unless the County Manager determines otherwise.
- All grant funded or partially grant funded capital shall be budgeted within the General (#10) or other fund as appropriate..

VII. If the County enters into a swap agreement and incurs the risk of a potential swap termination payment, or if the County issues a form variable rate debt, the County will create a termination/hedge reserve within the General Fund, or for termination payment risk, the County may instead obtain a non-reimbursable insurance policy for swap termination payments from a 'AAA' or 'AA' rated monoline bond insurer.

The amount that budgeted debt service exceeds actual debt service expenditures for debt issues subject to a swap shall be reserved up to the potential swap termination payment as of each June 30

## Reserve/Fund Balance Policy

- I. In accordance with State statute, appropriated fund balance in any fund will not exceed the sum of cash and investments less the sum of liabilities, encumbrances, and deferred revenues arising from cash receipts (“reserved by State statute”).
- II. The County will maintain a General Fund ~~unassigned~~reserved and undesignated fund balance that significantly exceeds the minimum eight percent (8%) required by ~~the NC State Treasurer Fiscal Management LGC~~. The percentage is to be determined by dividing the consolidated General Fund unassigned~~reserved and undesignated~~ fund balance ~~amount~~ by actual current (same) year revenues~~expenditures of the General Fund (#10 General Fund only)~~. The target goal of the County for the General Fund ~~unassigned~~reserved and undesignated fund balance ~~is shall be 21%~~ within a range of 19 to 21% of the actual expenditures of the then completed fiscal year. The annual calculation shall be disclosed in the Notes to the Financial Statements in the CAFR.
  - Purpose of Reserve: These funds will be utilized to avoid cash flow interruptions, generate interest income, eliminate the need for short-term borrowing, guard against the effects of an economic downturn, guard against the effects of natural or other disasters, and maintain the County’s credit ratings.
  - Reserve Drawdown: The fund balance may be ~~purposefully~~ drawn down below the 21% target percentage for emergencies, ~~nonrecurring expenditures, or major capital projects by Board action~~.
  - Reserve Replenishment: If the fund balance falls below the target percentage for two consecutive fiscal years, the County will replenish funds by direct appropriation in the next budget developed for the fiscal year after the occurrence is known. In that instance, the County will annually appropriate an expenditure line item (“to increase fund balance”) of at least 25% of the last known difference between the target percentage level and the actual balance until the target level is met. In the event appropriating 25% is not feasible, the County will appropriate a lesser amount and shall reaffirm by Board resolution its commitment to fully replenish the fund balance over a stated longer period of time.
  - Reserved By State Statute: The 21% unassigned fund balance calculation shall remove the fund balance effects of a FEMA/State accounts receivable in the Disaster Recovery Fund which creates a larger amount of reserved by State statute.
- III. Any General Fund ~~unassigned~~reserved and undesignated fund balance that exceeds the target goal ~~range~~ may be transferred for the following uses:
  - to the Capital Investment~~School Capital Reserve~~ Fund;
  - to the Disaster Recovery Fund;
  - to the Law Enforcement Special Separation Allowance ~~Pension Trust~~ Fund;
  - to an irrevocable trust fund for retiree postemployment health benefits (OPEB) liability; or
  - to an irrevocable trust fund for the Law Enforcement Special Separation Allowance liability for the establishment of or addition to a termination/hedge reserve.
- IV. The County will appropriate within the annual budget a Contingency appropriation each fiscal year of at least \$300,000.
- V. The County shall maintain a Disaster Recovery Special Revenue Fund and the County shall strive to maintain a minimum # total fund balance equal to 1% of the current year General Fund operating budget (#10 fund)~~unreserved and undesignated fund balance within that fund of at least \$750,000~~.
- VI. The County shall maintain a Capital Investment ~~School Capital Reserve Special Revenue~~ Fund, ~~and all funds accumulated shall be used towards debt service on school related debt and for~~

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local current expense for new, additional schools that budgets and accounts for non-grant funded capital outlays, debt service, the County's capital improvements plan, EMS helicopter major maintenance, major equipment replacements, a roof replacement plan, and an HVAC replacement plan.

- Beginning with the fiscal year 2020 budget, (The Board shall budget)has committed an annual transfer of \$10,425,000 from the General Fund (#10) to the Capital Investment Fund (#11), which represents the net amount of capital and debt service funding during fiscal year 2019. The amount of the transfer may decrease due to an emergency, such as COVID-19, or due to reduced capital funding needs, the equivalent of 3.5 cents of the base General Fund property tax rate to the purposes listed immediately above. Any funds used for local current expense for new, additional schools shall be retained in the General Fund and not transferred to the School Capital Reserve Fund.
- Also beginning with the fiscal year 2020 budget, the Board commits the following revenues to the Capital Investment Fund: Education Lottery, the land transfer tax, and the restricted portions of article 40 and article 42 sales taxes.
  - The 3.5 cent commitment shall be recalculated to an equivalent rate to generate the same dollar amount upon a revaluation of the property tax base.
- The County shall maintain a Capital Investment & Debt Affordability Model that projects the above revenues, capital expenditures, existing and future debt service, EMS helicopter major maintenance, roof replacements, and HVAC replacements retain \$450,000 of proceeds from the Article 44 sales tax in the General Fund. The balance of the proceeds shall be budgeted within the School Capital Reserve Fund.
- The Debt Affordability Model will calculate annual coverage into the future with coverage defined as total ending fund balance, excluding the EMS helicopter reserve below, divided by annual debt service (actual and projected) for at least seven future years. The County will strive to maintain coverage levels of at least 0.33 times with a target of 0.50 times.
- Any unspent budget for EMS helicopter major maintenance, will be reserved within the total fund balance of the Capital Investment Fund for that purpose up to a maximum of \$1 million, unless the County Manager determines otherwise.
- All Public School Building Capital Fund ("ADM money") shall be budgeted within the School Capital Reserve Fund and shall be used for debt service from school related debt. All grant funded or partially grant funded capital shall be budgeted within the General (#10) or other fund as appropriate.

VII. If the County enters into a swap agreement and incurs the risk of a potential swap termination payment, or if the County issues ~~asome~~ form variable rate debt, the County will create a termination/hedge reserve within the General Fund, or for termination payment risk, the County may instead obtain a non-reimbursable insurance policy for swap termination payments from a 'AAA' or 'AA' rated monoline bond insurer.

- The amount that budgeted debt service exceeds actual debt service expenditures for debt issues subject to a swap shall be reserved up to the potential swap termination payment as of each June 30<sup>th</sup>.

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*Dare County COVID19 Grant Plan, NC COVID19 Relief Fund Plan, and Amendment to C19 Grant Ordinance*

**Description**

Attached are:

- >County Grant Plan showing 1) all awarded and potential grants, including where they will appear in the budget, their use, and their deadlines for use; 2) identification of costs and whether they are eligible for the NC CR Fund or FEMA; and 3) the split of FEMA eligible costs and the recommended costs to be claimed for the NC CR Fund which match the Plan that was required to be filed with the State prior to June 15.
- >The actual Plan filed with the State.
- >An amendment to the grant project ordinance adopted 6/1 to make the budget match the Plan.

The NC CR Fund Plan may be amended at any time.

**Board Action Requested**

Change or approve the NC CR Fund Plan and adopt the amendment to the grant project ordinance.

**Item Presenter**

David Clawson, Finance Director

## **Dare County C19 Grant Plan**

The following shows the different grants received or expected to be received for COVID-19 related costs or revenue losses.

### **\$67,354 - CDC grant through State to Health Department**

- BUDGET: General Fund/Health Department in FY2020 & 21
- USE: Health Department costs
- DEADLINE: Must be spent by March 31, 2021

### **\$235,986 - CARES Act for Medicare Providers – Part 1**

- BUDGET: General Fund in FY2020
  - Amount based upon 2019 Medicare revenue
  - From Health Clinic, Home Health, Hospice, EMS, and HEMS
- USE: Revenue losses due to C19

### **\$TBD - CARES Act for Medicare Providers – Part 2**

- BUDGET: General Fund in FY2020
  - Submitted application on May 18. Supposed to have a decision on June 4
  - Reported an estimated revenue loss for March = \$298,000
  - Reported an estimated revenue loss for April = \$394,000
- USE: Revenue losses due to C19
  - Losses for the same operations as Part 1 above

### **\$76,436 - Elections – HB1169 - Not Yet Passed by NC General Assembly**

- Federal funds through the State

### **\$140,519 - Transportation**

- BUDGET: County C19 Fund
  - Federal funds through NCDOT
  - Awarded June 8, 2020
- USE: Transportation system operating costs
- DEADLINE: June 30, 2021

### **\$852,149 – NC COVID-19 Relief Fund**

- BUDGET: County C19 Fund
- USE: 20+ pages of guidance to date
- DEADLINE: 12/30/2020

## Dare County C19 Grant Plan - Page 2

### \$TBD – FEMA/State

- BUDGET: County C19 Fund
  - Federal funds for Emergency Protective Measures 1/30/2020 through TBD
- USE: Emergency Protective Measures
  - As costs are identified and if determined eligible, they are placed into the FEMA category first
  - Filing PW's (project worksheets) monthly
- DEADLINE: TBD

### **Draft Plan for NC C19 Relief Fund and FEMA**

In order to draft a Plan to submit to the State, staff gathered costs to date, estimated costs through 12/30, and determined eligibility as noted or marked below (XX=eligible).

### **Eligibility**

	NC C19 Relief Fund	FEMA/State
<b>Sheriff checkpoints - labor</b>	All time – if funds allow	Overtime
<b>Sheriff checkpoints – equipment use</b>		Use allowance
<b>Other equipment use</b>		XX
<b>EOC operations</b>	XX	XX
<b>Health Dept. labor, net of grant</b>	All time – if funds allow	Overtime only
<b>Reassigned employees labor</b>	All time – if funds allow	Overtime & “unbudgeted”
<b>EMS labor</b>	All time – if funds allow	Overtime only
<b>DSS FNS labor</b>	All time – if funds allow	
<b>Paid C19 qualified leave</b>	If funds allow	
<b>Personal protective equipment</b>	XX	XX
<b>Clean &amp; sanitize public buildings</b>	XX	XX
<b>Medical supplies-EMS &amp; Health</b>	XX	XX
<b>Operating supplies</b>	XX	XX
<b>Medical sheltering</b>	XX	XX
<b>Teleworking through 12/30</b>	XX	Only for EOC
<b>EOC equipment &amp; supplies</b>	XX	XX
<b>Testing</b>	XX	XX
<b>Assistance programs</b>	XX	
<b>Town costs</b>	XX	Entity eligible for EPM only
<b>Non-profit costs</b>	XX	Entity eligible for EPM only
<b><i>Estimated</i> eligible costs through December</b>	\$2,479,052	\$626,779
<b><i>Estimated</i> eligible costs excluding FEMA eligible</b>	\$1,971,027	
<b>Funding available</b>	\$852,149	\$626,779

**Dare County C19 Grant Plan**  
**Page 3**

Note: The above table excludes \$50,448 of requests not yet determined to be eligible.

Note: "Labor" means labor and fringes.

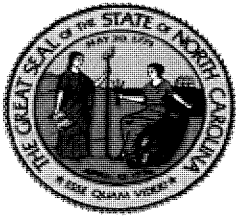
**Recommended Plan as of June 8**  
**ESTIMATES of Costs through December 30, 2020**

	NC C19 Relief Fund	FEMA/State
Sheriff checkpoints - labor		\$1,137
Sheriff checkpoints – equipment use		\$115,816
Other equipment use		\$2,938
EOC operations		\$4,773
Health Dept. labor, net of grant	\$401,914	
Reassigned employees		\$1,211
EMS labor		\$30,869
Paid C19 qualified leave	\$43,382	
PPE		\$150,745
Clean & sanitize public buildings		\$105,005
Medical supplies-EMS & Health		\$45,122
Operating supplies		\$32,552
Medical sheltering		\$10,000
Teleworking through 12/30	\$312,519	
EOC equipment & supplies		\$96,565
Testing		\$30,046
Assistance program DSS	\$30,000	
Town of Nags Head-telework	\$31,636	
Town of KDH-telework	\$7,698	
Nonprofit – Interfaith CO	\$25,000	
<b>Totals</b>	<b>\$852,149</b>	<b>\$626,779</b>

DSS Assistance Program: Requested by Social Services Director for rent & utility assistance. Requested \$30,000 to match what is already in DSS budget for LIEAP.

Towns: Each town was contacted and asked to estimate and submit requests for eligible teleworking costs as all other additional costs should be FEMA eligible. Requests were received from Nags Head & Kill Devil Hills. (The Town of Manteo may submit a request.)

Nonprofit: Interfaith Community Outreach is operating a rent and utility assistance program and was recommended by both the Social Services Director and the executive director of the Outer Banks Community Foundation. The \$25,000 amount would match a grant awarded by the OBCF.



# North Carolina Pandemic Recovery Office Coronavirus Relief Fund (CRF) County Plan

## Instructions

1. This document is to be used by counties to document the planned use of the CRF monies allotted in Session Law 2020-4.
2. Please add the name of your county in front of the existing name as follows: "NashCounty CRF plan"
3. Submit your plan to [NCPRO@osbm.nc.gov](mailto:NCPRO@osbm.nc.gov) on or before June 1, 2020.
4. Under Categories. Please aggregate the amount of all expenses for that specific category. Example amounts should be removed and you can enter the county amounts. The total must agree with your allotment.

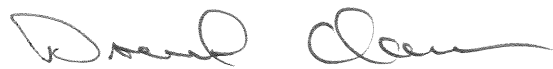
**The County is responsible for maintaining adequate documentation to support expenditures. If estimates are being used the methodology must be documented and defensible. The County is responsible for following the Federal *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* promulgated by the United States Office of Management and Budget unless the US Treasury publishes guidance stating otherwise.**

## County Information

Name of County: Dare County  
Person Submitting: David Clawson  
Title: Deputy County Manager/Finance Director  
Email: [davec@darenc.com](mailto:davec@darenc.com)  
Phone Number: (252) 475-5731

Planned Expenditures	
Categories	Amount
<p><b>1. Medical expenses such as:</b></p> <ul style="list-style-type: none"> <li>• COVID-19-related expenses of public hospitals, clinics, and similar facilities.</li> <li>• Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.</li> <li>• Costs of providing COVID-19 testing, including serological testing.</li> <li>• Emergency medical response expenses, including emergency medical transportation, related to COVID-19.</li> <li>• Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.</li> </ul>	\$ -
<p><b>2. Public health expenses such as:</b></p> <ul style="list-style-type: none"> <li>• Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.</li> <li>• Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.</li> <li>• Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.</li> <li>• Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.</li> <li>• Expenses for public safety measures undertaken in response to COVID-19.</li> <li>• Expenses for quarantining individuals.</li> </ul>	\$ -
<p><b>3. Payroll expenses</b> for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.</p>	\$ 401,914.00
<p><b>4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:</b></p> <ul style="list-style-type: none"> <li>• Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.</li> <li>• Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.</li> <li>• Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.</li> <li>• Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.</li> <li>• COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.</li> <li>• Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.</li> </ul>	\$ 355,901.00

<b>5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:</b> <ul style="list-style-type: none"> <li>• Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.</li> <li>• Expenditures related to a State, territorial, local, or Tribal government payroll support program.</li> <li>• Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.</li> </ul>	\$ 30,000.00
<b>6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.</b>	\$ -
<b>7. Grants to municipalities and nonprofits. List each planned subaward. (add more rows if necessary)</b>	
a. Town of Nags Head	\$ 31,636.00
b. Town of Kill Devil Hills	\$ 7,698.00
c. Non-profit = Interfaith Community Outreach Rent & Utility Assistance Program	\$ 25,000.00
d.	
e.	
f.	
g.	
h.	
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j.	
k.	
l.	
m.	
n.	
o.	
<b>Grand Total</b>	<b>\$ 852,149.00</b>



Signature

Title: Deputy County Manager/Finance Director

Date: June 4, 2020

**County of Dare, North Carolina  
Grant Project Ordinance  
for  
Coronavirus Relief Fund**

BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance, originally adopted on June 1, 2020, is hereby amended:

Section 1 This ordinance is to establish a budget for COVID19 related activities to be funded by the North Carolina Coronavirus Relief Fund (NC CRF) and by FEMA/State of NC.

The NC CRF is a pass-through of federal CARES Act funds. Eligible expenditures must be incurred during 3/1/2020 through 12/30/2020.

All units of local government have been declared FEMA eligible for Emergency Protective Measures (EPM) for eligible expenditures 1/30/2020 through 9/13/2020 (which may be extended).

Section 2 The following budget shall be conducted within the Coronavirus Relief Fund (fund #14).

Section 3 The budget matches the “County C19 Grant Plan” and the Plan filed with the State for the NC CRF. The budget shall be amended as the Plan is approved or changed by the Board of Commissioners.

Section 4 The following amounts are changed and appropriated for the projects:

NC C19 Relief Fund expenditures	144600-560095-28070	(\$852,149) decrease
NCCRF Payroll expenses	144600-560095-28073	\$401,914
NCCRF Public Health compliance	144600-560095-28074	\$355,901
NCCRF Economic support	144600-560095-28075	\$30,000
NCCRF Grants	144600-560095-28077	\$64,334
FEMA/State Emergency Protective Measures	144490-560094-28060	(\$125,000) decrease
FEMA EPM Law enforcement & checkpoints	144490-560094-28061	\$116,953
FEMA EPM Other equipment use	144490-560094-28062	\$2,938
FEMA EPM EOC operations, equipment, supplies	144490-560094-28063	\$101,338
FEMA EPM Reassigned employees	144490-560094-28064	\$32,080
FEMA EPM Personal protective equipment	144490-560094-28065	\$150,745
FEMA EPM Clean & sanitize public buildings	144490-560094-28066	\$105,005
FEMA EPM Medical supplies (EMS & health)	144490-560094-28067	\$45,122
FEMA EPM Operating supplies	144490-560094-28068	\$32,552
FEMA EPM Medical sheltering	144490-560094-28069	\$10,000
FEMA EPM Testing	144490-560094-28081	\$30,046
NCDOT Transportation System Operating costs	144661-513400	\$140,519



Section 5 The following revenues are additionally to be available to complete the projects:

FEMA/State Aid	143025-422225	\$501,077 increase
NCDOT CARES Act Transportation	143025-422216	\$140,519 increase

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

Section 7 The Coronavirus Relief Fund is a multi-year sub-fund of the General Fund for non-recurring activities. All funds are appropriated pursuant to section 13.2 of Chapter 159 of the NCGS, therefore, appropriations do not lapse at the end of the fiscal year.

Section 8 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to the Board of Commissioners.

Adopted this 15<sup>th</sup> day of June, 2020

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

[SEAL]

— ——— copy \_\_\_\_\_  
Cheryl Anby, Clerk to the Board of Commissioners



***Dare County Channel Maintenance and Dredge Material Management Permitting Project Proposals***

**Description**

Request to approve two grants contracts under the Department of Environmental Quality Shallow Draft Navigation Fund "Southern Dare County Channel Maintenance and Dredge Material Management Permitting Project (8161)" and "Central Dare County Channel Maintenance and Dredge Material Management Permitting Project (8162)" and to approve the associated budget amendment. The purpose of the two projects is to provide the necessary spoil sites for the U.S. Army Corps of Engineers proposed federally funded dredge events in FY2022 for Rollinson Channel and the Manteo/Shallowbag Bay Interior Channels. Total Project Cost \$345,191, State cost share (66.67%) 230,138.70, Dare County cost share (33.33%) 101,186.30, Dare County In-kind contribution \$13,866. Dare County's cost share will be covered by the Waterways Dredging fund, \$71,979 and \$29,207.30 from the County Contingency Fund.

**Board Action Requested**

Request to allow County Manager to proceed with the two contracts, Central and Southern Dredge Material Management Permitting Projects and approve the budget amendment

**Item Presenter**

Brent Johnson, Waterways Administrator, Project Manager

STATE OF NORTH CAROLINA  
 COUNTY OF WAKE

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

## North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this **27th day of April 2020**, 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. Grantee's Conflict of Interest Policy (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 **April 27, 2020** to **June 30, 2021**, 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."

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- 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 **ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND EIGHTY-EIGHT CENTS (\$113,820.88)** (the "Total Award Amount"). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Receipts	Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund (SDNCD&AW)	NA

*Account Coding Information:*

Dollars	GL Company	GL Account	GL Center
\$113,820.88	1602	536990	2182

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*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 **\$56,902.12**, which shall consist of:

	In-Kind	\$
	Cash	\$
X	Cash and In-Kind (Cash - \$49,969.12 and In-Kind - \$6,933.00)	\$56,902.12
	Other / Specify:	\$

- d. The Grantee is committing to an additional **\$0** to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$170,723.00**.

- 9. Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
- 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.
  - The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
- 10. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.



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- 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.

<b>Grantee Contract Administrator</b>	<b>Department's Contract Administrator</b>
Brent Johnson Dare County  Post Office Box 1000 Manteo NC 27954 Telephone: (252) 475-5811 Email: <a href="mailto:brent.johnson@darenc.com">brent.johnson@darenc.com</a>	Coley Cordeiro North Carolina Department of Environmental Quality, Division of Water Resources 1611 Mail Service Center Raleigh NC 27699-1611 Telephone: (919) 707-9013 Email: <a href="mailto:coley.cordeiro@ncdenr.gov">coley.cordeiro@ncdenr.gov</a>

- 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

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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, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

**DARE COUNTY**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

By \_\_\_\_\_  
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. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): 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 inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

### Indemnity

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

**Insurance:** During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

### **Default and Termination**

**Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

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

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

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

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

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

### **Intellectual Property Rights**

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

### **Compliance with Applicable Laws**

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

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

### **Confidentiality**

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

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with 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 six (6) years



following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

**Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

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

### Miscellaneous

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

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

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

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

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

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

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

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

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

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and 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 2019 - 2020**

**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

**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: 66.67% State/33.33% Local).

**Ineligible Costs**

The following costs will not be paid with State nourishment funds nor used to provide the required local share:

- Costs incurred outside of the contract period.
- Indirect or overhead costs of the municipality, such as rent, telephone service, and general administrative support.
- Salaries and other expenses of elected officials, whether incurred for purposes of project direction, execution, or legislation, are not an eligible cost.

**Additional Information:**

Funding provided from the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund must be primarily for general or recreational navigation purposes. Additional project outcomes from a navigation project such as beneficial placement of beach compatible material must be a secondary reason for the project (if applicable). Dredging around ship berths, piers, docks and access to private docks are not eligible for funding from the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund.

**Water Resources Development Grant Program (WRDGP)  
Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund  
Guidelines FY 2019 - 2020**

**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:

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 provisions 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

**Water Resources Development Grant Program (WRDGP)  
Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund  
Guidelines FY 2019 - 2020**

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.

#### **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 into 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.



**Water Resources Development Grant Program (WRDGP)  
Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund  
Guidelines FY 2019 - 2020**

**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. An extension is granted at the discretion of DWR. An extension request shall be submitted at least 45 days prior to the contract expiration date 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

Extension requests that are approved by DWR will require a grant contract modification by DEQ.

**Grant Reimbursement Payments**

The grant award amount is the maximum possible reimbursement amount. Only expenditures 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. Reimbursements will provide 66.67% of the total amount spent on the project as of the date of the request. 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. Invoices submitted shall be on either the Grantee or the Grantee’s subcontractor letterhead.

**Water Resources Development Grant Program (WRDGP)  
Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund  
Guidelines FY 2019 - 2020**

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 to DWR. Requests for additional funding must be submitted by the Project Sponsor on official 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.

Upon receiving all relevant information from the Grantee, DWR will respond to the Grantee with within 30 calendar days with a decision regarding increased funding. Funding increases are subject to the availability of funds. 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, DEQ will review the accounting statements and 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](#)

**Water Resources Development Grant Program (WRDGP)  
Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund  
Guidelines FY 2019 - 2020**

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

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

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



**Water Resources Development Grant Program**  
**Shallow Draft Navigation Channel Dredging Application**  
**FY 2019 - 2020**  
 North Carolina Department of Environmental Quality  
 Division of Water Resources  
 Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

<b>1. Project Title</b>	<b>Southern Dare Channel Maintenance</b>
<b>2a. Primary Contact or Project Manager</b>	
Name	<b>Brent Johnsn</b>
Title	<b>Project Manager Waterwasy</b>
Organization Name	<b>Dare County</b>
Organization Tax ID Number	<b>0293</b>
E-mail address	<a href="mailto:brent.johnson@darenc.com">brent.johnson@darenc.com</a>
Mailing Address	<b>PO Box 1000 954 Marshall C Collins Dr.</b>
City	<b>Manteo</b>
State	<b>NC</b>
Zip	<b>27954</b>
Telephone	<b>2524755628</b>
Fax Number	<b>2524733042</b>
<b>2b. Execution Address (where contract will be mailed for signature) - Write "same as above" if it is the Primary Contact information in 2a.</b>	
Name	<b>Same as above</b>
Title	
Organization Name	
E-mail Address	
Mailing Address	
City	
State	
Zip	
Telephone	
Fax Number	
<b>2c. Payment Address (where invoice payments will be mailed) - Write "same as above" if it is the Primary Contact information in 2a.</b>	
Name	<b>Same as above</b>
Title	
Organization Name	
E-mail Address	
Mailing Address	
City	
State	
Zip	
Telephone	
Fax Number	



## Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
Division of Water Resources

Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

### 3. Project Description - Provide a short summary of the project

The purpose of the project is to obtain the necessary permits to support the Corps of Engineers proposed pipeline dredging event in FY2020 for Rollinson Channel. The Corps of Engineers has put the responsibility on the owner/sponsor to provide disposal areas for any Federally funded projects. This project will provide the necessary permits to provide the Corps of Engineers with the required disposal areas for Rollinson Channel.

### 4. Project Scope – Brief description of the project scope (what is being proposed) and justification (why is it being proposed)

Dare County, in conjunction with APTIM Coastal Planning & Engineering will provide the necessary permits for dredge spoil from Rollinson Channel and Rodanthe Harbor. This will be completed through four separate tasks, 1- Needs Assessment, 2- Concept Alternative Development, 3- Permitting and Environmental Documentation and 4-Sediment Compatibility. The project is required because the Corps of Engineers requires to local sponsor to provide spoil sites for Federally authorized projects. In 2017, the Corps obtained funding to Dredge Rollinson Channel. Due to the amount of fines within the spoil the existing spoil sites owned by state could not be used. This left the Corps with no suitable site to place the spoil which left this portion of the project incomplete. This project will prepare the county and the state for the proposed dredging project in FY 2022.

### 5. Existing Conditions - Brief description of existing site conditions and land use within project area

Currently DOT Island and Cora Island are locations used previously to place sandy material. These locations are close to being at capacity or at capacity. In addition, no site exist to place fine material that exist in the channel.

6. Anticipated Contract Start Date	4/17/2020	Anticipated Contract End Date	6/30/2021
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### 7. Project Location: Important to submit as completely as possible, especially the Lat/Long coordinates

Project Location	Rollinson Channel		
County Name	Dare County		
Inlet/Channel/Waterbody Name	Rollinson Channel		
Position coordinates of project location	Latitude	35.1642	
	Longitude	754418	
Anticipated Total Dredged Material in Cubic Yards	110,000		



## Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
Division of Water Resources

Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

8. *General Statute 143-215.72 states that in reviewing applications the Secretary shall consider Economic, Social, and Environmental Benefits provided by the project; Regional Benefits of the project to an area greater than the area under jurisdiction of the local sponsoring entity; The financial resources of the local sponsoring entity; The environmental Impact of the project; Any direct benefit to State-owned lands and properties. Please provide your answers below for each category:*

### ***Economic, Social, and Environmental Benefits***

*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 channel 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.*

### ***Regional Benefits***

*Regional benefits include continued safe access and use to and from Hatteras Inlet for all users to include but not limited to commercial traffic, recreational traffic and tourism.*

### ***Financial Resources***

*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 channel, 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 channel allowing for access into upland rivers providing financial benefits to these rural counties.*

### ***Environmental Impacts***

*Current state and federal environmental permits are in place to reduce environmental impacts involved with dredging projects. This project will look at the environmental impacts for the required spoil site permit.*

### ***Direct Benefit to State-Owned Lands and Properties***

*State Cultural Resources site: Graveyard of the Atlantic Museum can be accessed on Hatteras Island. These areas are also along the National Scenic Byway. Rollinson Channel 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.*

9. *Disposal Area Placement Facility: Please describe the facility location, facility size and depth, method of placement, facility distance from navigation project, facility owner, required facility improvements, permit requirements and any additional information relevant for project completion.*

*The purpose of the project is to obtain the necessary permit for a disposal area.*





## Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
 Division of Water Resources

Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

<b>10. Budget:</b>																			
	State DWR	Local / Municipal Match	Other Non- Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total													
<b>Administration</b>																			
Cash	\$44,350.88	\$15,239.12			\$15,239.12	\$59,590.00													
In-kind		\$6,933.00			\$6,933.00	\$6,933.00													
<b>Design</b>																			
Cash					\$0.00	\$0.00													
In-kind					\$0.00	\$0.00													
<b>Permitting</b>																			
Cash	\$69,470.00	\$34,730.00			\$34,730.00	\$104,200.00													
In-kind					\$0.00	\$0.00													
<b>Survey</b>																			
Cash					\$0.00	\$0.00													
In-kind					\$0.00	\$0.00													
<b>Construction Oversight</b>																			
Cash					\$0.00	\$0.00													
In-kind					\$0.00	\$0.00													
<b>Construction</b>																			
Cash					\$0.00	\$0.00													
In-kind					\$0.00	\$0.00													
<b>Construction Materials</b>																			
Cash					\$0.00	\$0.00													
In-kind					\$0.00	\$0.00													
<b>Land</b>																			
Cash					\$0.00	\$0.00													
In-kind					\$0.00	\$0.00													
Cash Sub-total	\$113,820.88	\$49,969.12	\$0.00	\$0.00	\$49,969.12	\$163,790.00													
In-kind Sub-total		\$6,933.00	\$0.00	\$0.00	\$6,933.00	\$6,933.00													
Total	\$113,820.88	\$56,902.12	\$0.00	\$0.00	\$56,902.12	\$170,723.00													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>DWR Total =</b></td> <td style="width: 20%; text-align: right;"><b>\$113,820.88</b></td> <td style="width: 20%;"><b>Local + Non-Fed Total =</b></td> <td style="width: 20%; text-align: right;"><b>\$56,902.12</b></td> <td style="width: 20%;"><b>Non-Federal % =</b></td> <td style="width: 20%; text-align: right;"><b>100.00%</b></td> </tr> <tr> <td><b>DWR Match % =</b></td> <td style="text-align: right;"><b>66.67%</b></td> <td><b>Local + Non-Fed Match %</b></td> <td style="text-align: right;"><b>33.33%</b></td> <td><b>Federal % =</b></td> <td style="text-align: right;"><b>0.00%</b></td> </tr> </table>								<b>DWR Total =</b>	<b>\$113,820.88</b>	<b>Local + Non-Fed Total =</b>	<b>\$56,902.12</b>	<b>Non-Federal % =</b>	<b>100.00%</b>	<b>DWR Match % =</b>	<b>66.67%</b>	<b>Local + Non-Fed Match %</b>	<b>33.33%</b>	<b>Federal % =</b>	<b>0.00%</b>
<b>DWR Total =</b>	<b>\$113,820.88</b>	<b>Local + Non-Fed Total =</b>	<b>\$56,902.12</b>	<b>Non-Federal % =</b>	<b>100.00%</b>														
<b>DWR Match % =</b>	<b>66.67%</b>	<b>Local + Non-Fed Match %</b>	<b>33.33%</b>	<b>Federal % =</b>	<b>0.00%</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.

Att. # 4

Supporting material  
for this agenda item is on file  
in the office of the Clerk  
to the Board of Commissioners



*Dare County Conflict of Interest Policy*

**Description**

The Conflict of Interest Policy attached is the same as has been in place for a number of years. One of the granting agencies has asked for a more current policy.

**Board Action Requested**

Re-Adopt Conflict of Interest Policy

*Re-adopted*

**Item Presenter**

Robert Outten, County Manager

*Cheryl C. Anby, Clerk to the Board 4/20/2020*



**CONFLICT OF INTEREST POLICY**

It is in the interest of the County, individual staff, and Board Members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

The Dare County Board of Commissioners does hereby adopt the following Conflict of Interest Policy:

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. The County serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the County and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and County. Employees are called to maintain a sense of fairness, civility, ethics, ethics and personal integrity even though law, regulation, or custom does not require them.

Employees, members of employee’s immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization;
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

Violators of the above standards will be subject to disciplinary action up to and including dismissal and/or prosecution to the extent permitted by state and local regulations.

Adopted the 20<sup>th</sup> day of April, 2020.



Robert Woodard, Sr., Chairman  
Dare County Board of Commissioners

Attest:   
Cheryl C. Anby, Clerk to the Board



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

All in accordance with the following terms and conditions.

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

**Professional Services to Facilitate the Permitting of Channel maintenance and Dredge Material Disposal Sites in Southern Dare County.**

- 2. FEES, INVOICES AND PAYMENTS:** The Services will be performed on a fixed price basis for **One Hundred Sixty Three Thousand, Seven Hundred Ninety Dollars and 0/100 (\$163,790.00)**. Invoices will be submitted by APTIM no more frequently than every two weeks, with payment due upon CLIENT'S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payments (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, tariffs and duties levied against APTIM or its employees by any government or taxing authority. A service charge equal to one-half percent (1/2 %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion of an invoice, the undisputed portion shall be promptly paid.
- 3. CLIENTS COOPERATION:** To assist APTIM in performing the Services, CLIENT shall (i) provide APTIM with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with APTIM when requested, (iii) permit APTIM reasonable access to relevant project sites, (iv) ensure reasonable cooperation of CLIENT's employees in APTIM's activities, and (v) notify and report to all regulatory agencies as required by such agencies.
- 4. CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to APTIM, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, APTIM will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by APTIM in connection with this Agreement including, but not limited to, APTIM's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and

CLIENT shall not disclose such information to any third party.

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

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

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

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

8. **LIMITATIONS OF LIABILITY:**

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

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

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

limited to non-cancelable commitments and demobilization costs.

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

12. **MISCELLANEOUS:**

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

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

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



- d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.
- e. **SEVERABILITY AND SURVIVAL** - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

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

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

Executed on \_\_\_\_\_, 2019.

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

By (Sign): \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**DARE COUNTY**

By (Sign): \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
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 E-mail: \_\_\_\_\_

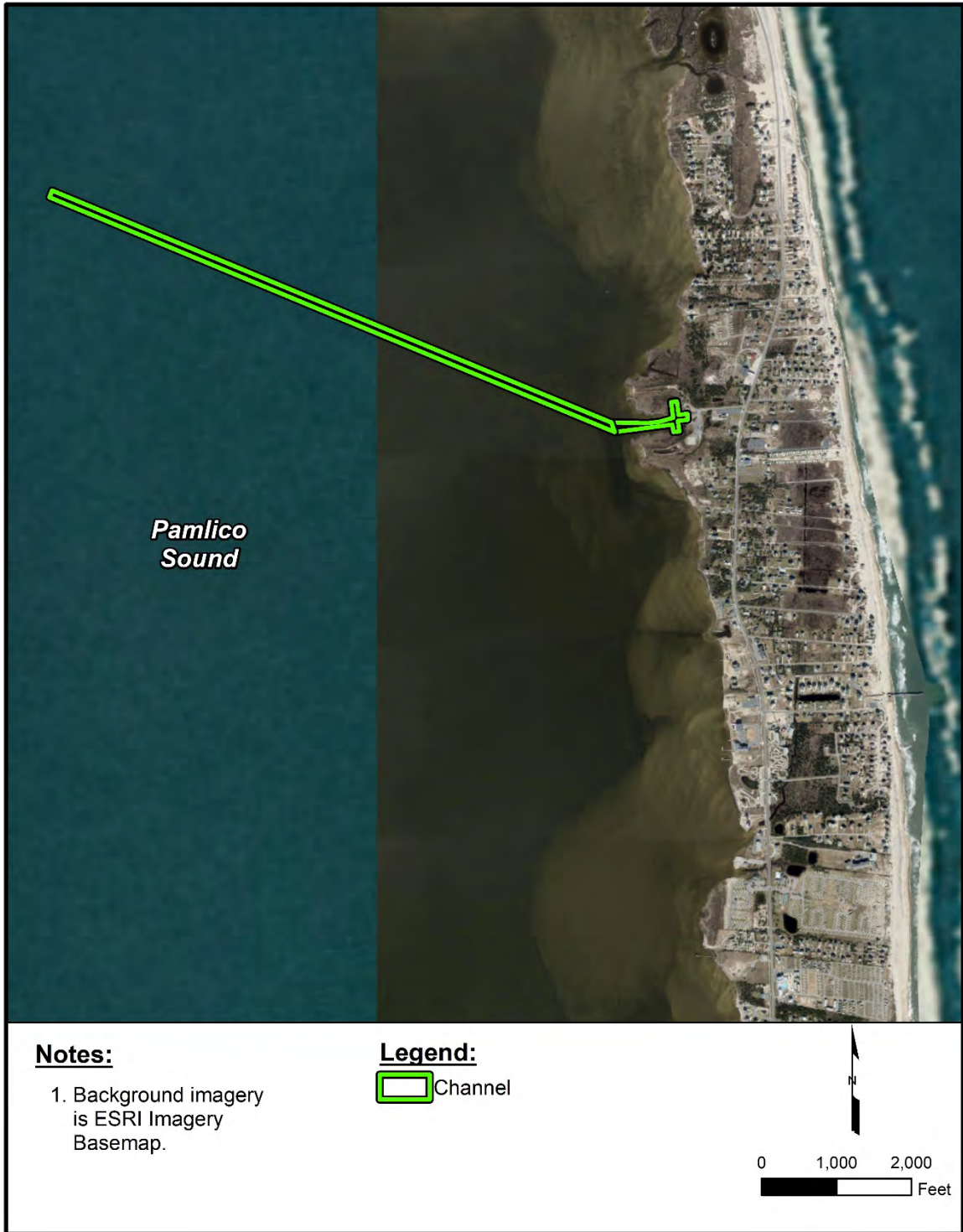
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Aptim Coastal Planning & Engineering of North Carolina, Inc. (APTIM) will provide project management, planning, environmental, geotechnical and engineering services to the County of Dare (COUNTY) to facilitate maintenance dredging events within the federally authorized Rodanthe Harbor and Rollinson Channel navigation projects. As described below, the same services will be applied to yet-to-be-determined non-federal navigation channels as well. Descriptions of the federal navigation channels included in this scope of work are provided below and shown in Figures 1 through 3:

- Rodanthe Harbor -6 feet MLW (+2 foot overdepth) and 100 feet wide along the approximately 1.5 mile approach, the approximately 1,000 foot entrance channel, and the 80 ft. x 400 ft. boat basin;
- Rollinson Channel -12 feet MLW (+2 foot overdepth) and 100 feet wide extending 5 miles from Pamlico Sound to Hatteras Basin;
- Basin at Hatteras, - 12 feet MLW (+2 foot overdepth), varying widths and ~1,500 feet long; and
- Channel from Rollinson Channel at the basin entrance of Hatteras to Hatteras Inlet gorge, -10 feet MLW (+2 foot overdepth), 100 feet wide and 2.3 miles long.

The goal of this scope of work is to obtain permits for 1) the dredging of the listed channels and 2) the establishment of sufficient dredge material management options to satisfy the long-term needs to maintain these channel projects. Furthermore, APTIM will coordinate with local stakeholders to determine additional channel maintenance and dredge disposal needs within the Project Area and incorporate additional needs into this permitting effort at the request of the COUNTY. As shown in Figure 3, the Project Area includes the Outer Banks from the S-Curve south and west to Hatteras Inlet.

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**Figure 1: Location map showing Rodanthe Harbor Project**

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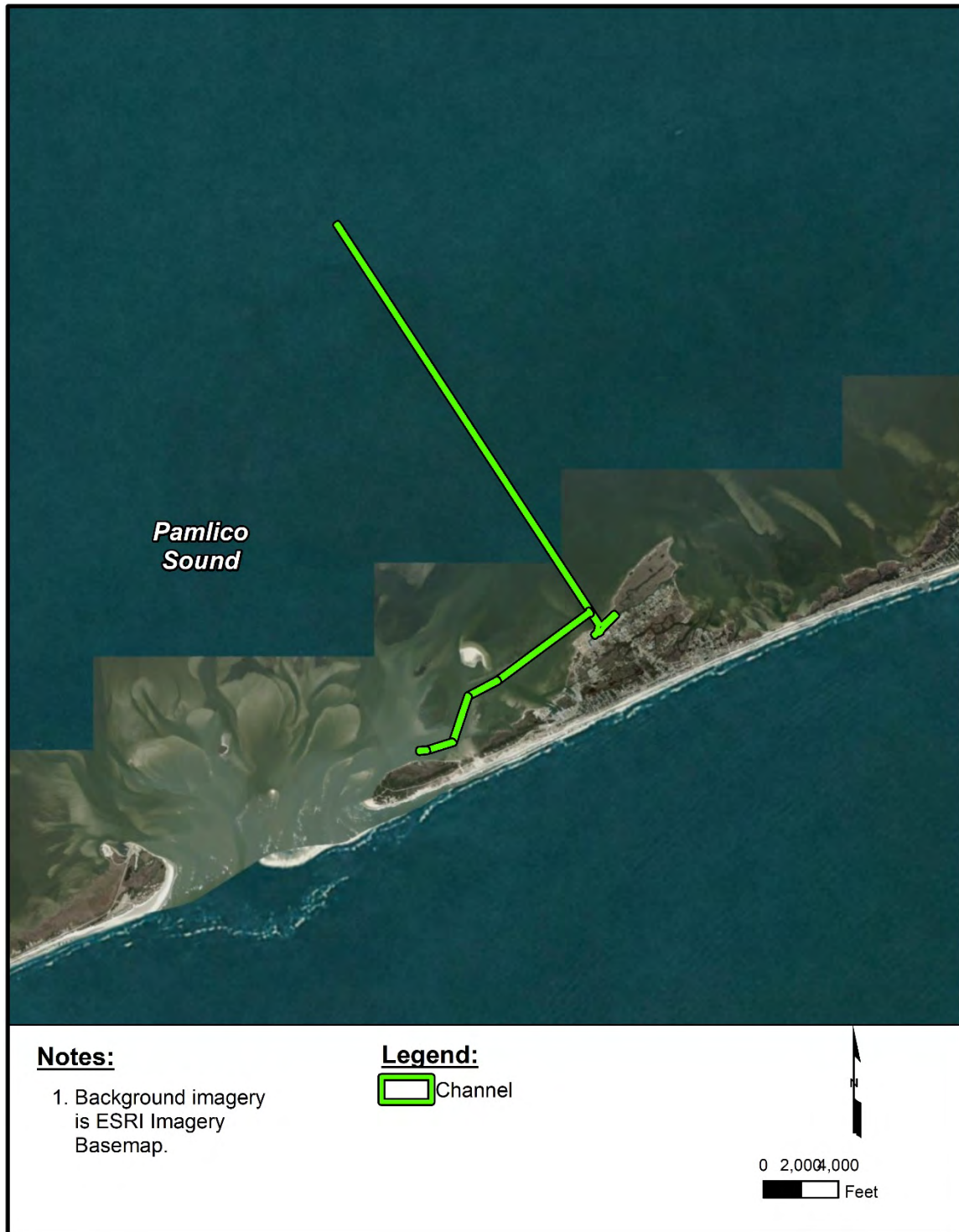
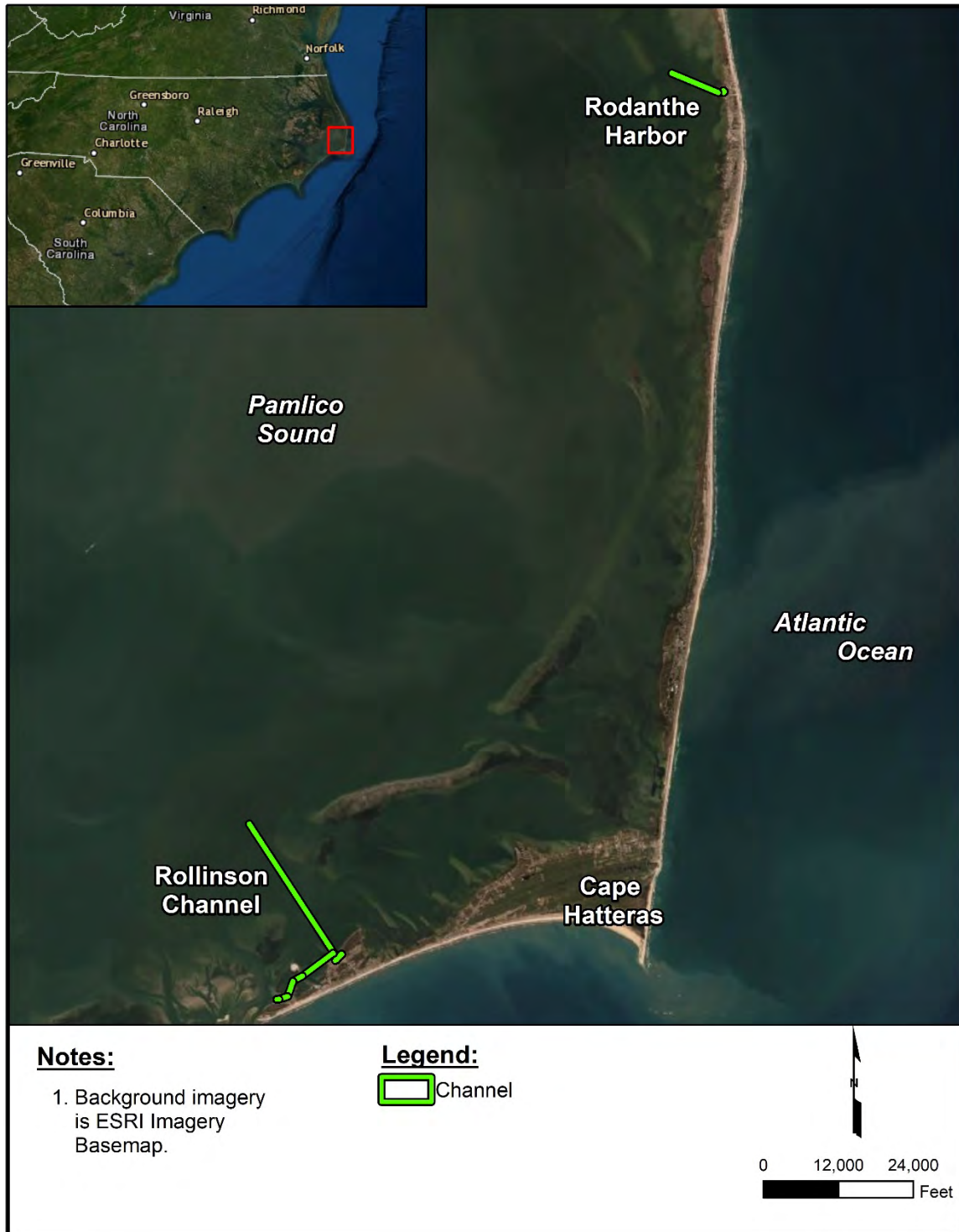


Figure 2: Location map showing Rollinson Channel Project



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**Figure 3: Location map showing Project Area**

A detailed description of each of the services to be provided by APTIM as part of this Scope of Services follows.

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**PROJET MANAGEMENT**

The APTIM project manager will be responsible for project administration of the program with assistance from other senior staff as appropriate. Administration includes coordination with the client and APTIM team, providing progress and status updates, maintaining budget control, scheduling, planning, internal meetings, and other associated management tasks required to complete the project according to the scope in a timely manner. APTIM's project manager will provide the COUNTY, with a one (1) page monthly summary of activities completed, upcoming milestones, and any anticipated changes to the scope or schedule.

**TASK 1 – NEEDS ASSESSMENT**

Based on communications with the US Army Corps of Engineers (USACE) Wilmington District, the COUNTY is already aware of dredge material management needs associated with the maintenance of the channels listed above. However, the COUNTY also desires to determine additional interests with regards to navigation maintenance and dredge material management within other areas of the southern portion of the COUNTY. It is the COUNTY's intention to identify these needs and move forward with the permitting of such navigation maintenance projects and dredge material management strategies.

APTIM will develop a geographic information system (GIS) that contains all federal and non-federal maintained navigation channels within the project area, which is shown in Figure 3. Using dredge records from the USACE and other entities engaged in actively maintaining navigation channels in the COUNTY, APTIM will 1) quantify the volume of material anticipated to be placed in dredge disposal sites over a pre-determined timeframe; and 2) determine the quality of material to be removed from the channels (i.e. sand, sand silt mix, mud, etc.).

APTIM will submit Freedom of Information Act (FOIA) requests to the USACE for available sediment data to assess sediment quality. Typically, the USACE does not require fees to process such requests; however, depending on the level of effort required by the USACE staff to compile the records, they may charge the COUNTY a fee of \$48/hour plus duplication costs (\$.15/page and \$5.00/DVD). This contract does not include additional fees to be paid to the USACE for this information. Should fees be required, the COUNTY will be provided a cost estimate and instructions on how to remit payment directly to the USACE.

APTIM will use data provided by the USACE through the FOIA request and other sources to assess the quality and sediment characteristics of material dredged from channels. The assessment of sediment quality does not include field collection of any additional geotechnical data. APTIM will also use data provided by the USACE to identify the type



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and size of dredge equipment likely to be used to maintain each dredge project and to determine if existing dredge disposal sites could be modified to increase capacity.

As part of the needs assessment, APTIM will also conduct interviews with representatives from the North Carolina Department of Transportation (NCDOT), COUNTY public works departments, National Parks Services (NPS), and representatives from private industry to determine the needs for the beneficial use of dredged material. Specifically, APTIM will determine the needs for the different types of sediments (sand, sand silt mix, etc.) dredged from navigation channels. This information will be used in the development of the project alternatives, specifically to determine how sediment can be beneficially used.

**TASK 2 – CONCEPT ALTERNATIVE DEVELOPMENT**

Upon completion of Task 1, APTIM will work with the COUNTY and other stakeholders to identify the up to eight (8) dredge material management facilities to be used for the identified channel maintenance projects. The siting of these locations will consider:

- Proximity of the facility to the channel(s) requiring maintenance;
- Cost to acquire land;
- Potential for environmental impacts;
- Ease of access for interested parties to transport spoil material from the sites for beneficial uses;
- Potential opportunities for dual purpose of dredge disposal sites for public use (i.e. coastal resilience, camp grounds, water access, educational outreach, habitat improvement, etc.).

Through the process of identifying potential sites, APTIM will coordinate with land owners and user groups (i.e. Dare County Waterways Commission, North Carolina Coastal Federation, local recreational and commercial fishing interests, etc.) to assess the feasibility of these sites based on the criteria listed above. Once initial site alternatives have been identified by APTIM and these user groups, APTIM will then develop a conceptual plan for each site with appropriate detail to allow for discussions with resource and permitting agencies to determine the feasibility from their perspectives.

APTIM will then arrange an interagency scoping meeting with representatives from state and federal environmental resources agencies, state regulatory agencies, the USACE, and local governmental representatives. The purpose of the meeting will be to identify any concerns these entities may have regarding each site identified through the process described above. In addition, the meeting will serve to determine the most appropriate permitting approach and National Environmental Policy Act (NEPA) documentation requirements. A project narrative and concept plan will be provided to meeting attendees by APTIM prior to the interagency meeting. Meeting minutes from the interagency

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meeting will be drafted and disseminated to all meeting participants within 1 week following the meeting date.

APTIM will utilize information gained through the needs assessment, interviews with stakeholders, and resource/regulatory agency feedback from the interagency scoping meeting to develop recommended dredge material management facilities to be permitted under Task 3.

For each of the recommended dredge material management facilities, APTIM will also provide to the COUNTY the following information:

- Estimated volume anticipated to be removed from the identified navigation channels over the next 20 years;
- Location and description of the recommended dredge material placement facilities;
- Cost associated with the design, permitting, and land acquisition for the recommended dredge material placement facilities;
- Recommendations for cost-sharing partners;
- A schedule for the design, permitting, and land acquisition required to develop the recommended dredge material placement facilities.

A letter report will be prepared by APTIM to include this information. A draft of the letter report will be provided to the COUNTY within six (6) months following receipt of written authorization to proceed. Once comments have been received from the COUNTY regarding the alternatives, APTIM will address comments and provide both digital and hardcopies of the document to the COUNTY as a deliverable.

**TASK 3- ENVIRONMENTAL SERVICES**

The scope of work and cost associated with both Tasks 3 and 4 assume the following stipulations:

- Permitting of the projects will follow the process described in the “*Permitting*” section below.
- Completion of Tasks 3 and 4 will not require field investigations (collection of vibracore samples, analysis of sediments, field investigations of natural resources, etc.).
- Bathymetric data collected by the USACE will be provided to APTIM and will be sufficient to support the permit requests.
- Publicly available LiDAR data available through NOAA, the USGS, and the USACE, will be sufficient to support the permit requests.

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- Upon request by APTIM, the USACE will provide previous environmental documentation to support federally authorized channels included in the permitting requests.
- Upon request by APTIM, the USACE will provide existing boring data previously obtained from within the federally authorized channels in the vicinity of Rollinson Channel.

Task 3 is based on preliminary discussions with the United States Army Corps of Engineers (USACE), North Carolina Division of Coastal Management (DCM), and the COUNTY.

***Permitting***

APTIM will convene a second interagency scoping meeting where APTIM will present the resolution to any issues identified during the first interagency meeting and describe the scope and nature of the navigation projects that will be included within the permitting effort. This will include the type(s) of dredge plant to be used, estimated dredged volumes, and the attributes of the proposed dredged disposal sites. APTIM will also ensure agreement from all meeting participants in regards to the proposed permitting approach and the anticipated environmental documentation requirements.

Following the second scoping meeting and based on the assumption that the project will be designed to allow for the most expeditious permitting approach, APTIM will assist the COUNTY in obtaining the necessary permits and approvals from all relevant state and federal agencies. At this time, it is understood that the following state permits and approvals will be required:

- North Carolina Division of Coastal Management (NCDCM), Coastal Area Management Act (CAMA) Major Permit.
- NC Division of Water Resources (NCDWR) General Water Quality Certification.
- NC State Historic Preservation Office's concurrence.
- NC Division of Energy, Mineral, and Land Resources (NCDEMLR) Erosion and Sediment Control Permit (only applicable for upland dredge disposal alternatives).
- NC Department of Environmental Quality (NCDEQ) Construction General Permit (NCG01) (only applicable for upland dredge disposal alternatives).

Federal permits and approvals will include:

- Department of Army (DOA) USACE Individual Permit in compliance with Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

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- U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) concurrence with Section 7 of the Endangered Species Act (ESA).
- NMFS concurrence with the Magnuson-Stevens Fishery Conservation and Management Act.
- U.S. Environmental Protection Agency (USEPA) concurrence with the Clean Water Act (CWA).
- National Park Service (NPS) Special Use Permit.

In order to receive the aforementioned permits and approvals, APTIM will develop and submit the DCM CAMA Major Permit application on behalf of the COUNTY within 120 days following the second interagency scoping meeting. The CAMA Major Permit application package will include the required Major Permit forms along with plan drawings and adequate additional information that will serve to satisfy the agency review process. The CAMA Major Permit application serves as an application for several other state and federal permits, such as the Water Quality Certification, Stormwater Management Permit and is reviewed by ten (10) state and four (4) federal agencies before a decision is made.

APTIM engineers will develop preliminary designs for the proposed disposal site(s) in order to provide sufficient details for the permit drawings. The permit application will also include information pertaining to the characteristics of the disposal site(s), threatened and endangered species (marine and terrestrial), essential fish habitat, and other natural resource concerns. Four (4) hardcopies and ten (10) CDs of the NCDCM application, project drawings, and other attachments will be produced and provided to NCDCM for dissemination to the resource agencies for review. The submittal of a “complete” NCDCM Major Permit application and attachments will serve as an intermediate project deliverable.

The USACE Regulatory Program involves the regulating of discharges of dredged or fill material into waters of the United States and structures or work in navigable waters of the United States, under section 404 of the Clean Water Act and section 10 of the Rivers and Harbors Act of 1899. Because this proposed project includes construction and dredging within the Nation's navigable waters, it will also require a USACE permit. An individual, or standard permit, is issued when projects have more than minimal individual or cumulative impacts, are evaluated using additional environmental criteria, and involve a more comprehensive public interest review. At this time, and for the purposes of this proposal, it is assumed that the COUNTY will need to obtain an Individual Permit (IP) from the Department of Army, administered through the USACE. APTIM will develop and submit the DCM CAMA Major Permit application on behalf of the COUNTY within 120 days following the second interagency scoping meeting.

Should dredged material be placed on the oceanfront shoreline along Hatteras Island, a NPS Permit will be required. Special Use Permits are issued for activities that provide a benefit to an individual, group, or organization, and for activities that require the use of a

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designated park location for a specific purpose and length of time. The NPS only permits activities which are appropriate to the purpose for which the park was established, and for activities which can be sustained without causing unacceptable impacts to park resources. The environmental documentation developed in support of the USACE IP will be submitted to the NPS along with a standard Special Use Permit application within 120 days following the second interagency scoping meeting.

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

If following the interagency meeting the permitting approach described above requires modification, a change order will be prepared and presented to the COUNTY. Furthermore, in the event a state or federal agency solicits a Request for Additional Information (RAI) in response to the permit applications, an additional task order proposal will be submitted to COUNTY under a modified SOW.

***Environmental Documentation***

A Biological Assessment (BA) entitled "Use of Sidecast Dredges *Fry, Merritt, Schwezer*, and the Split-Hull Dredge *Currituck* in Coastal United States Waters" dated July 1998 was prepared by the USACE and provides relevant information. In addition, the Environmental Assessment (EA) prepared by the USACE entitled "Use of Government Plant to Dredge in Federally Authorized Navigation Projects in North Carolina", dated March 2004 and "Side Cast Maintenance Dredging of a Portion of Hatteras-to-Hatteras Inlet Channel, Pamlico Sound, North Carolina", dated November 2013 also provides relevant information. These, along with other environmental documents previously developed by the USACE will be utilized to support the development of the environmental documents needed for this proposed project.

At this time, it is envisioned that the development of additional environmental documents would be required to satisfy the National Environmental Protection Act (NEPA). These include the development of a new BA and Essential Fish Habitat (EFH) assessment to satisfy consultation under the Endangered Species Act and the Magnuson-Stevens Fishery Conservation and Management Act, respectively. In addition, since it is anticipated that the nature of the proposed activities would result in a Finding of No Significant Impact (FONSI), an EA would be developed, using the above-mentioned documents for reference, to satisfy NEPA requirements. APTIM will propose these documentation approaches during the interagency pre-application meeting.

APTIM will acquire and evaluate available biological resource and human-interest factor data to determine the nature and extent of those resources that may be affected by project construction. This information will pertain to the nearshore marine, estuarine, and

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

**TASK 4- GEOTECHNICAL SERVICES**

The proposed project aims to conduct maintenance dredging events within numerous federally authorized channels and boat basins, and has the potential to include other non-federally authorized channels. As previously stated, APTIM will coordinate with staff from the USACE Wilmington District to obtain existing boring data which will be used to characterize the material within these channels. This characterization will determine how the dredged material should be managed and stored/utilized. In addition to determining the limits of how the material can be used, this characterization will also assist with determining the volume of material that may be deemed compatible for beach placement in accordance with the State Sediment Criteria Rule (15A NCAC 07H .0312).

APTIM will use available data to develop a sediment analysis report to be submitted as part of the NEPA documentation and CAMA Major Permit application. This report will provide information on sediment characteristics within the identified channel to be maintained under the permit, including grain size, percent fines, and description of sediment. The report will also include project maps showing channel locations and sediment sample locations. If available, such parameters such as color, mineralogy, shell content, percent gravel, percent granular, etc. will also be included. The report will also clearly document the sources of the data. This report will be included as an appendix to both the NEPA Documentation and the CAMA Major Permit Application. APTIM will also provide the COUNTY with up to two (2) hardcopies and two (2) digital copies of the report. Furthermore, the sediment data will be available for inclusion into any subsequent construction plans and specifications to be developed for future construction projects not included as part of this proposal.

**ADDITIONAL SERVICES NOT INCLUDED:**

As previously stated, the goal of this scope of work is to obtain permits for 1) the dredging of the listed channels and 2) the establishment of sufficient dredge material management options to satisfy the long-term needs to maintain these channel projects. Furthermore, the COUNTY aims to identify strategic permit disposal options for additional channel maintenance projects based on the results of Tasks 1 and 2. Given the fact that the specific channels and dredge material management options have not yet been determined, and the fact that APTIM is not yet aware of the amount of data and documentation currently available through the USACE and other entities in regards to the characteristics of the material within these channels, additional services may be required to complete the permitting process.



**EXHIBIT A:  
SCOPE OF PROFESSIONAL SERVICES  
DARE COUNTY, NORTH CAROLINA  
SOUTHERN DARE COUNTY CHANNEL MAINTENANCE AND DREDGE  
MATERIAL MANAGEMENT PERMITTING PROJECT**

The following list is not necessarily comprehensive, but rather, a list of possible additional services that may arise as project details are established:

- Development and submittal of an Erosion and Sediment Control Permit(s) to NCDEMLR;
- Additional environmental documentation (i.e. Environmental Impact Statement);
- Biological resource investigations;
- Analysis to determine safe use of dredge materials that may contain contaminants;
- Vibracore/Geo-Probe borings of channels and/or existing dredge material management facilities;
- Grab samples of potential disposal areas including beaches, shallow water areas proposed for island establishment, current dredge material management facilities;
- Sieve analysis of vibracore/Geo-probe boring samples and/or grab samples;
- Contaminant testing of sediment samples;
- Hydrographic/Topographic surveys of channels and proposed dredge material management facilities;
- Submerged cultural resource surveys;
- Detailed engineering design of dredge containment facilities that include such aspects as containment dikes, water control structures, dock or pier structures, etc.

The costs associated with completing the scope of work, as outlined above, for the Southern Dare County Channel Maintenance and Dredge Material Management Permitting Project is predicated on the notion that APTIM will work concurrently to develop a similar set of deliverables to support channel maintenance and dredge material management permitting for the central portion of Dare County. Additional costs may be realized should these two efforts be conducted independently.

***The information contained in this proposal is confidential commercial information and shall not be used or disclosed, except for evaluation purposes, provided that if a contract is awarded to APTIM as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requester's right to use or disclose any technical data obtained from another source without restriction.***

**EXHIBIT B:  
BREAKDOWN OF COSTS  
DARE COUNTY, NORTH CAROLINA  
SOUTHERN DARE COUNTY CHANNEL MAINTENANCE AND DREDGE MATERIAL  
MANAGEMENT PERMITTING PROJECT**

Table 1. Breakdown of the total cost of the environmental permitting, engineering design, and bidding assistance associated with the Southern Dare County Channel Maintenance and Dredge Material Permitting Project.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>Cost</b>
1	Needs Assessment	\$14,335
2	Concept Alternative Development	\$36,810
3	Permitting and Environmental Documentation	\$104,200
4	Sediment Compatibility	\$8,445
<b>TOTAL:</b>		<b>\$163,790</b>

The costs associated with completing Tasks 1-4 is predicated on the notion that the APTIM will work concurrently to develop a similar set of deliverables to support channel maintenance and dredge material management permitting for the central portion of Dare County. Additional costs will be realized should these two efforts be conducted independently.

**EXHIBIT C:  
LIST OF DELIVERABLES  
DARE COUNTY, NORTH CAROLINA  
SOUTHERN DARE COUNTY CHANNEL MAINTENANCE AND DREDGE MATERIAL  
MANAGEMENT PERMITTING PROJECT**

The following items have been identified as deliverables for the completion of this scope of work.

- Monthly Progress Reports;
- Needs Assessment – GIS Files;
- Concept Alternative Write Up;
- First Scoping Meeting Minutes;
- Second Scoping Meeting Minutes;
- NC Division of Coastal Management Major CAMA Permit and Dept. of the Army Individual Permit Applications;
- Sediment Analysis Report;

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

Monthly Progress Reports: APTIM will provide a 1-page summary of the project status via e-mail approximately every 30 days during the course of the anticipated 12-month contract period. The letter will describe activities completed throughout the month and update the anticipated schedule of milestones as appropriate.

Needs Assessment – GIS Files: APTIM will develop a geographic information system (GIS) that contains federal and non-federal maintained navigation channels within the project area. GIS files created and populated by APTIM will be provided to the County along with metadata. The channel files will include information on geographic locations of the channels, type of dredge used to maintain the channels, type of material historically removed from the channels, frequency/history of dredging and other information known about the type of material dredged from those channels. The dredge material management facilities files will also include geographic locations of the proposed facilities, current property owners, and estimated value. Barring any unforeseen circumstances, the GIS shapefiles and associated metadata will be provided within 150 days following written authorization to proceed.

Concept Alternative Development: APTIM will develop a conceptual plan for up to eight (8) dredge disposal sites with appropriate detail to allow for discussions with resource and permitting agencies to determine the feasibility from their perspectives. For each of the recommended dredge material management facilities, APTIM will provide to the COUNTY the following information:

- Estimated volume anticipated to be removed from the identified navigation channels over the next 20 years
- Location and description of the recommended dredge material placement facilities

**EXHIBIT C:  
LIST OF DELIVERABLES  
DARE COUNTY, NORTH CAROLINA  
SOUTHERN DARE COUNTY CHANNEL MAINTENANCE AND DREDGE MATERIAL  
MANAGEMENT PERMITTING PROJECT**

- Cost associated with the design, permitting, and land acquisition for the recommended dredge material placement facilities
- Recommendations for cost-sharing partners
- A schedule for the design, permitting, and land acquisition required to develop the recommended dredge material placement facilities

A letter report will be prepared by APTIM to include this information and will be submitted to the COUNTY. Barring any unforeseen circumstances, the letter report detailing the alternatives developed by APTIM will be provided within 150 days following written authorization to proceed.

First Scoping Meeting: As part of Task 2, APTIM will convene a scoping meeting within 120 days following written authorization to proceed. The purpose of the meeting will be to identify concerns that state and federal resource and regulatory agencies may have regarding potential dredge material management facilities and to determine the most appropriate permitting approach and National Environmental Policy Act (NEPA) documentation requirements. APTIM will prepare and distribute meeting minutes to all participants including Dare County. Barring any unforeseen circumstances, the meeting minutes will be provided to participants within two (2) weeks following the meeting. These meeting minutes will also be archived as an appendix to the Dredge Material Management Plan.

Second Scoping Meeting: APTIM will utilize the information gleaned from the first scoping meeting to finalize Tasks 1 and Tasks 2. Upon finalization of Task 1 and Task 2, APTIM will develop draft a draft project narrative and project maps that will be presented at a second scoping meeting which will be held 90 days after the first scoping meeting. During this second scoping meeting, APTIM will also present a refined permitting approach and NEPA documentation requirements. Barring any unforeseen circumstances, the meeting minutes will be provided to participants within two (2) weeks following the meeting.

NC Division of Coastal Management Major CAMA Permit and Dept. of the Army Individual Permit Applications: The Scope of Professional Services includes the development and submittal of the complete Major CAMA permit and Dept. of the Army Individual permit applications directly to the NC Division of Coastal Management and US Army Corps of Engineers, respectively. Barring any unforeseen circumstances, these applications will be submitted to the appropriate agencies within 155 days following the conclusion of the Second Scoping Meeting.

Sediment Analysis Report: APTIM will develop a sediment analysis report to be submitted as part of the NEPA documentation and CAMA Major Permit application. The Sediment Analysis Report will be composed of a brief letter report describing sediment analysis methods, project setting maps showing the location of the sediment samples, and results of the sediment analysis. Barring

**EXHIBIT C:  
LIST OF DELIVERABLES  
DARE COUNTY, NORTH CAROLINA  
SOUTHERN DARE COUNTY CHANNEL MAINTENANCE AND DREDGE MATERIAL  
MANAGEMENT PERMITTING PROJECT**

any unforeseen circumstances, the sediment analysis report will be provided within 150 days following written authorization to proceed.

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 17<sup>th</sup> day of April 2020, by and between the NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY (the "Department") and DARE COUNTY (the "Grantee").

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. **Grantee's No Conflict of Interest Certification (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 04/17/2020 to 06/30/2021, 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."



**GRANT CONTRACT NO. 8162**  
**SDNF Central Dare Channel Maintenance**

- 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 ONE HUNDRED SIXTEEN THOUSAND THREE HUNDRED SEVENTEEN DOLLARS and EIGHTY TWO CENTS (\$116,317.82) (**the "Total Award Amount"**). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Other Receipts	SDNCD&AM Fund	NA

*Account Coding Information:*

Dollars	GL Company	GL Account	GL Center
\$116,317.82	1602	56390	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 \$58,150.18, which shall consist of:

X	In-Kind	\$ 6,933.00
X	Cash	\$51,217.18
	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 \$174,468.00..

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.
  - b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used **herein**, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
10. **Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
11. Availability of Funds. The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
12. Reversion of Unexpended Funds. The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
13. Supplantation of Expenditure of Public Funds. The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

14. Contract Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Brent Johnson Dare County PO Box 1000 Manteo, NC 27954 Telephone: 252-475-5628  Email: brent.johnson@darenc.com	Coley Cordeiro NC DEQ DWR 512 Salisbury Street Raleigh, NC 27699 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, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

DARE COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By \_\_\_\_\_  
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. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

- from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
  - (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
  - (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
  - (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
  - (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
  - (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
  - (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): 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 inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

### Indemnity

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

**Insurance:** During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at



all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

### **Default and Termination**

**Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

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

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

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

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

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

### **Intellectual Property Rights**

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

### **Compliance with Applicable Laws**

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

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

### **Confidentiality**

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

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with 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 six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

**Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

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

### Miscellaneous

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

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

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

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

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

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

Ownership of equipment purchased under this contract rests with the Grantee. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

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

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

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and 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 2019 - 2020**

**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

**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: 66.67% State/33.33% Local).

**Ineligible Costs**

The following costs will not be paid with State nourishment funds nor used to provide the required local share:

- Costs incurred outside of the contract period.
- Indirect or overhead costs of the municipality, such as rent, telephone service, and general administrative support.
- Salaries and other expenses of elected officials, whether incurred for purposes of project direction, execution, or legislation, are not an eligible cost.

**Additional Information:**

Funding provided from the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund must be primarily for general or recreational navigation purposes. Additional project outcomes from a navigation project such as beneficial placement of beach compatible material must be a secondary reason for the project (if applicable). Dredging around ship berths, piers, docks and access to private docks are not eligible for funding from the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund.

**Water Resources Development Grant Program (WRDGP)  
Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund  
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**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:

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 provisions 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

**Water Resources Development Grant Program (WRDGP)**  
**Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund**  
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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.

#### **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 into 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.



**Water Resources Development Grant Program (WRDGP)**  
**Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund**  
**Guidelines FY 2019 - 2020**

**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. An extension is granted at the discretion of DWR. An extension request shall be submitted at least 45 days prior to the contract expiration date 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

Extension requests that are approved by DWR will require a grant contract modification by DEQ.

**Grant Reimbursement Payments**

The grant award amount is the maximum possible reimbursement amount. Only expenditures 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. Reimbursements will provide 66.67% of the total amount spent on the project as of the date of the request. 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. Invoices submitted shall be on either the Grantee or the Grantee’s subcontractor letterhead.

**Water Resources Development Grant Program (WRDGP)**  
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**Guidelines FY 2019 - 2020**

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 to DWR. Requests for additional funding must be submitted by the Project Sponsor on official 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.

Upon receiving all relevant information from the Grantee, DWR will respond to the Grantee with within 30 calendar days with a decision regarding increased funding. Funding increases are subject to the availability of funds. 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, DEQ will review the accounting statements and 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](#)

**Water Resources Development Grant Program (WRDGP)  
Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund  
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[S.L. 2016-94](#)

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

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



# Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
Division of Water Resources

Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

<b>1. Project Title</b>	<i>Central Dare Channel Maintenance</i>		
<b>2a. Primary Contact or Project Manager</b>			
Name	<i>Brent Johnsn</i>		
Title	<i>Project Manager Waterways</i>		
Organization Name	<i>Dare County</i>		
Organization Tax ID Number	<i>56-6000293</i>		
E-mail address	<i><a href="mailto:brent.johnson@darenc.com">brent.johnson@darenc.com</a></i>		
Mailing Address	<i>PO Box 1000 954 Marshall C Collins Dr.</i>		
City	State	Zip	
<i>Manteo</i>	<i>NC</i>	<i>27954</i>	
Telephone	Fax Number		
<i>2524755628</i>	<i>2524733042</i>		
<b>2b. Execution Address (where contract will be mailed for signature) - Write "same as above" if it is the Primary Contact information in 2a.</b>			
Name	<i>Same as above</i>		
Title	_____		
Organization Name	_____		
E-mail Address	_____		
Mailing Address	_____		
City	State	Zip	
_____	_____	_____	
Telephone	Fax Number		
_____	_____		
<b>2c. Payment Address (where invoice payments will be mailed) - Write "same as above" if it is the Primary Contact information in 2a.</b>			
Name	<i>Same as above</i>		
Title	_____		
Organization Name	_____		
E-mail Address	_____		
Mailing Address	_____		
City	State	Zip	
_____	_____	_____	
Telephone	Fax Number		
_____	_____		



## Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
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**3. Project Description - Provide a short summary of the project**  
*The purpose of the project is to obtain the necessary permits to support the Corps of Engineers proposed pipeline dredging event in FY2020 for Manteo/Shallowbag Bay Interior Channels. The Corps of Engineers has put the responsibility on the owner/Sponsor to provide disposal areas for any Federally funded projects. This project will provide the necessary permits to provide the Corps of Engineers with the required disposal areas for the Manteo/Shallowbag Bay Interior Channels.*

**4. Project Scope – Brief description of the project scope (what is being proposed) and justification (why is it being proposed)**  
*Dare County, in conjunction with APTIM Coastal Planning & Engineering will provide the necessary permits for dredge spoil from Rollinson Channel and Rodanthe Harbor. This will be completed through four separate tasks, 1- Needs Assessment, 2- Concept Alternative Development, 3- Permitting and Environmental Documentation and 4-Sediment Compatibility. The project is required because the Corps of Engineers requires to local sponsor to provide spoil sites for Federally authorized projects. The USACE Wilimington District has informed the County that many of the islands used for disposal are at capacity or near capacity. As the sponsor of the FY2022 project is Dare County's responsibility to ensure spoil sites are readily available and permitted. This project will prepare the county and the state for the proposed dredging project in FY 2022.*

**5. Existing Conditions - Brief description of existing site conditions and land use within project area**  
*Many of the islands used for dredge spoil management in this channel are at capacity or near capacity after the last major dredging event in 2017. The Corps informed Dare County that Island H is at 75% capacity and will not have enough capacity to facilitate the planned event in FY2022.*

<b>6. Anticipated Contract Start Date</b>	4/17/2020	<b>Anticipated Contract End Date</b>	6/30/2021
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**7. Project Location: Important to submit as completely as possible, especially the Lat/Long coordinates**

Project Location	Manteo/Shallowbag Bay Interior Channels		
County Name	Dare County		
Inlet/Channel/Waterbody Name	Manteo/Shallowbag Bay Interior Channels		
Position coordinates of project location	Latitude	35.7681	
	Longitude	75.5828	
Anticipated Total Dredged Material in Cubic Yards	600000		



## Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

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8. General Statute 143-215.72 states that in reviewing applications the Secretary shall consider Economic, Social, and Environmental Benefits provided by the project; Regional Benefits of the project to an area greater than the area under jurisdiction of the local sponsoring entity; The financial resources of the local sponsoring entity; The environmental Impact of the project; Any direct benefit to State-owned lands and properties. Please provide your answers below for each category:

### **Economic, Social, and Environmental Benefits**

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 channel will provide opportunity for economic growth in the region. This channel provides access to North Carolina's Wanchese Seafood Industrial Park and Oregon Inlet. The Seafood industry in Wanchese is the highest yielding area in North Carolina.

### **Regional Benefits**

Regional benefits include continued safe access and use to and from Oregon Inlet for all users to include but not limited to commercial traffic, recreational traffic and tourism.

### **Financial Resources**

Continued maintenance and improvements to this channel will bring financial benefits to the region. Dare County relies heavily on tourism, recreational boating and commercial fishing. Without access to offshore waters and an open channel, 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 channel allowing for access into upland rivers providing financial benefits to these rural counties.

### **Environmental Impacts**

Current state and federal environmental permits are in place to reduce environmental impacts involved with dredging projects. This project will look at the environmental impacts for the required spoil site permit.

### **Direct Benefit to State-Owned Lands and Properties**

This channel 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. Many of the proposed sites to place dredge material are state owned and could potentially be improved through this project.

9. Disposal Area Placement Facility: Please describe the facility location, facility size and depth, method of placement, facility distance from navigation project, facility owner, required facility improvements, permit requirements and any additional information relevant for project completion.

The purpose of the project is to obtain the necessary permit for a disposal area.





## Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
Division of Water Resources

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<b>10. Budget:</b>																			
	State DWR	Local / Municipal Match	Other Non- Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total													
<b>Administration</b>																			
Cash	\$46,934.35	\$16,530.65			\$16,530.65		\$63,465.00												
In-kind		\$6,933.00			\$6,933.00		\$6,933.00												
<b>Design</b>																			
Cash					\$0.00		\$0.00												
In-kind					\$0.00		\$0.00												
<b>Permitting</b>																			
Cash	\$69,383.47	\$34,686.53			\$34,686.53		\$104,070.00												
In-kind					\$0.00		\$0.00												
<b>Survey</b>																			
Cash					\$0.00		\$0.00												
In-kind					\$0.00		\$0.00												
<b>Construction Oversight</b>																			
Cash					\$0.00		\$0.00												
In-kind					\$0.00		\$0.00												
<b>Construction</b>																			
Cash					\$0.00		\$0.00												
In-kind					\$0.00		\$0.00												
<b>Construction Materials</b>																			
Cash					\$0.00		\$0.00												
In-kind					\$0.00		\$0.00												
<b>Land</b>																			
Cash					\$0.00		\$0.00												
In-kind					\$0.00		\$0.00												
Cash Sub-total	\$116,317.82	\$51,217.18	\$0.00	\$0.00	\$51,217.18		\$167,535.00												
In-kind Sub-total		\$6,933.00	\$0.00	\$0.00	\$6,933.00		\$6,933.00												
Total	\$116,317.82	\$58,150.18	\$0.00	\$0.00	\$58,150.18		\$174,468.00												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px;"><b>DWR Total =</b></td> <td style="border: 1px solid black; padding: 2px; text-align: right;"><b>\$116,317.82</b></td> <td style="border: 1px solid black; padding: 2px;"><b>Local + Non-Fed Total</b></td> <td style="border: 1px solid black; padding: 2px; text-align: right;"><b>\$58,150.18</b></td> <td style="border: 1px solid black; padding: 2px;"><b>Non-Federal % =</b></td> <td style="border: 1px solid black; padding: 2px; text-align: right;"><b>100.00%</b></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"><b>DWR Match % =</b></td> <td style="border: 1px solid black; padding: 2px; text-align: right;"><b>66.67%</b></td> <td style="border: 1px solid black; padding: 2px;"><b>Local + Non-Fed Match</b></td> <td style="border: 1px solid black; padding: 2px; text-align: right;"><b>33.33%</b></td> <td style="border: 1px solid black; padding: 2px;"><b>Federal % =</b></td> <td style="border: 1px solid black; padding: 2px; text-align: right;"><b>0.00%</b></td> </tr> </table>								<b>DWR Total =</b>	<b>\$116,317.82</b>	<b>Local + Non-Fed Total</b>	<b>\$58,150.18</b>	<b>Non-Federal % =</b>	<b>100.00%</b>	<b>DWR Match % =</b>	<b>66.67%</b>	<b>Local + Non-Fed Match</b>	<b>33.33%</b>	<b>Federal % =</b>	<b>0.00%</b>
<b>DWR Total =</b>	<b>\$116,317.82</b>	<b>Local + Non-Fed Total</b>	<b>\$58,150.18</b>	<b>Non-Federal % =</b>	<b>100.00%</b>														
<b>DWR Match % =</b>	<b>66.67%</b>	<b>Local + Non-Fed Match</b>	<b>33.33%</b>	<b>Federal % =</b>	<b>0.00%</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.

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

All in accordance with the following terms and conditions.

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

**Central Dare County Channel Maintenance and Dredge Material Management Permitting Project.**

**2. FEES, INVOICES AND PAYMENTS:** The Services will be performed on a fixed price basis for **One Hundred Sixty-Seven Thousand, Five Hundred Thirty-Five Dollars and 0/100 (\$167,535.00).**

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

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

**4. CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to APTIM, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, APTIM will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by APTIM in connection with this Agreement including, but not limited to, APTIM's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and

CLIENT shall not disclose such information to any third party.

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

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

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

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

8. **LIMITATIONS OF LIABILITY:**

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

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

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

limited to non-cancelable commitments and demobilization costs.

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

12. **MISCELLANEOUS:**

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

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

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

- d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.
- e. **SEVERABILITY AND SURVIVAL** - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

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

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

Executed on \_\_\_\_\_, 2019.

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

By (Sign): \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**DARE COUNTY**

By (Sign): \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

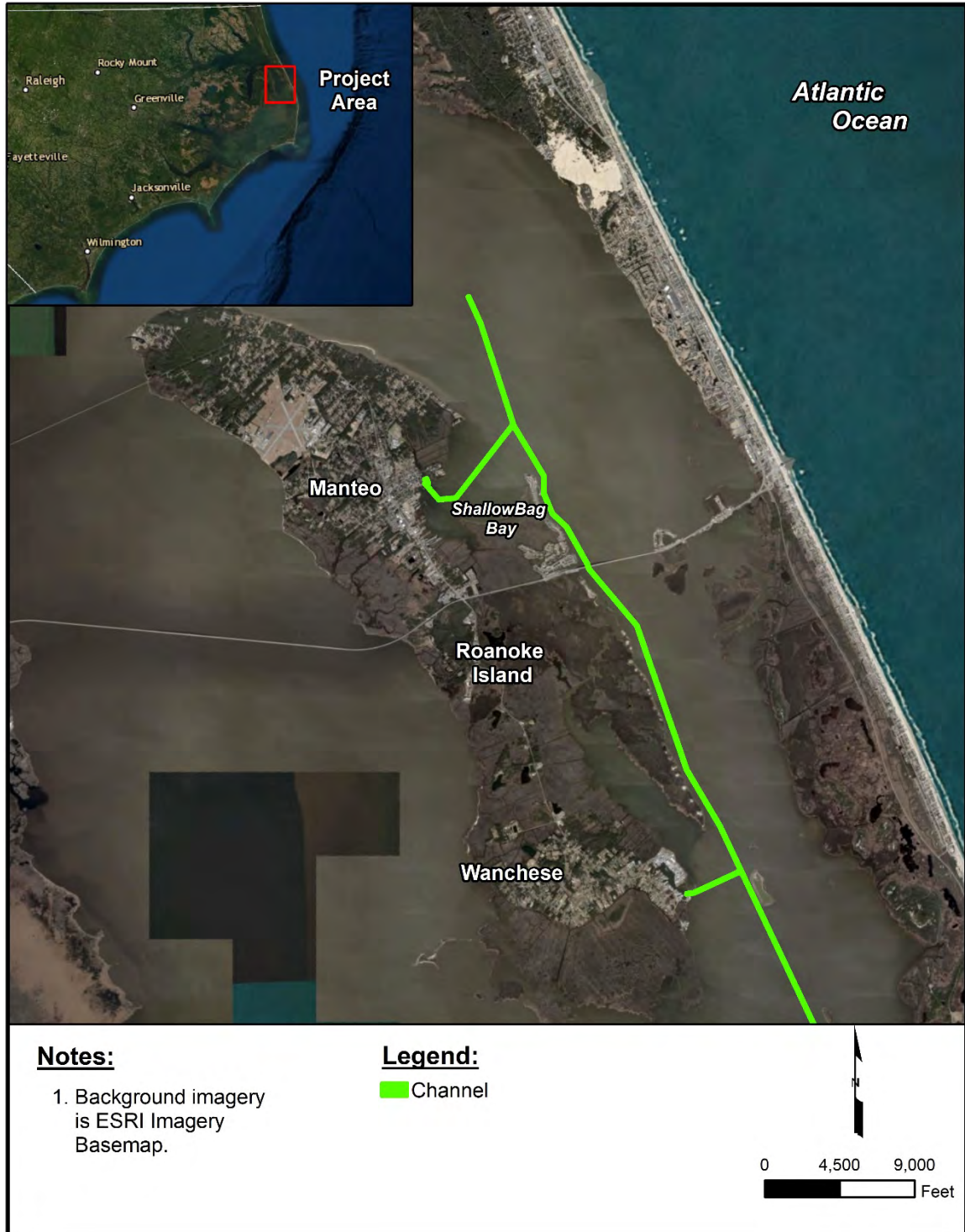
**EXHIBIT A:  
SCOPE OF PROFESSIONAL SERVICES  
DARE COUNTY, NORTH CAROLINA  
CENTRAL DARE COUNTY CHANNEL MAINTENANCE AND DREDGE  
MATERIAL MANAGEMENT PERMITTING PROJECT**

Aptim Coastal Planning & Engineering of North Carolina, Inc. (APTIM) will provide project management, planning, environmental, geotechnical and engineering services to the County of Dare (COUNTY) to facilitate maintenance dredging events within the federally authorized Manteo (Shallowbag) Bay navigation project and the Stumpy Point navigation channel. As described below, the same services will be applied to yet-to-be-determined non-federal navigation channels as well. Descriptions of the federal navigation channels included in this scope of work are provided below and shown in Figures 1 through 4:

- A channel -10 feet MLW (+2 feet overdepth) and 100 feet wide extending 1.6 miles from southern Albemarle Sound to the confluence of Roanoke Sound and the eastern portion of Shallowbag Bay
- A channel -12 feet MLW (+2 feet overdepth) and 100 feet wide extending 1.5 miles from a basin in front of the town of Manteo extending through Shallowbag Bay to Roanoke Sound
- A channel -12 feet MLW (+2 feet overdepth) and 100 feet wide extending 17.1 miles to and through Roanoke Sound and Old House Channel, to the 12-foot contour in Pamlico Sound
- A channel -12 feet MLW (+2 feet overdepth) and 100 feet wide extending 0.8 miles from Roanoke Sound to a basin at the town of Wanchese
- A channel -10 feet MLW (+2 feet overdepth) and 100 feet wide extending 5.2 miles from Pamlico Sound into Stumpy Point Bay

The goal of this scope of work is to obtain permits for 1) the dredging of the listed channels and 2) the establishment of sufficient dredge material management options to satisfy the long-term needs to maintain these channel projects. Furthermore, APTIM will coordinate with local stakeholders to determine additional channel maintenance and dredge disposal needs within the Project Area and incorporate additional needs into this permitting effort at the request of the COUNTY. As shown in Figure 4, the Project area includes a portion of the Outer Banks, Roanoke Island, and mainland Dare County from the southern portion of Albemarle Sound to the northwestern portion Pamlico Sound.

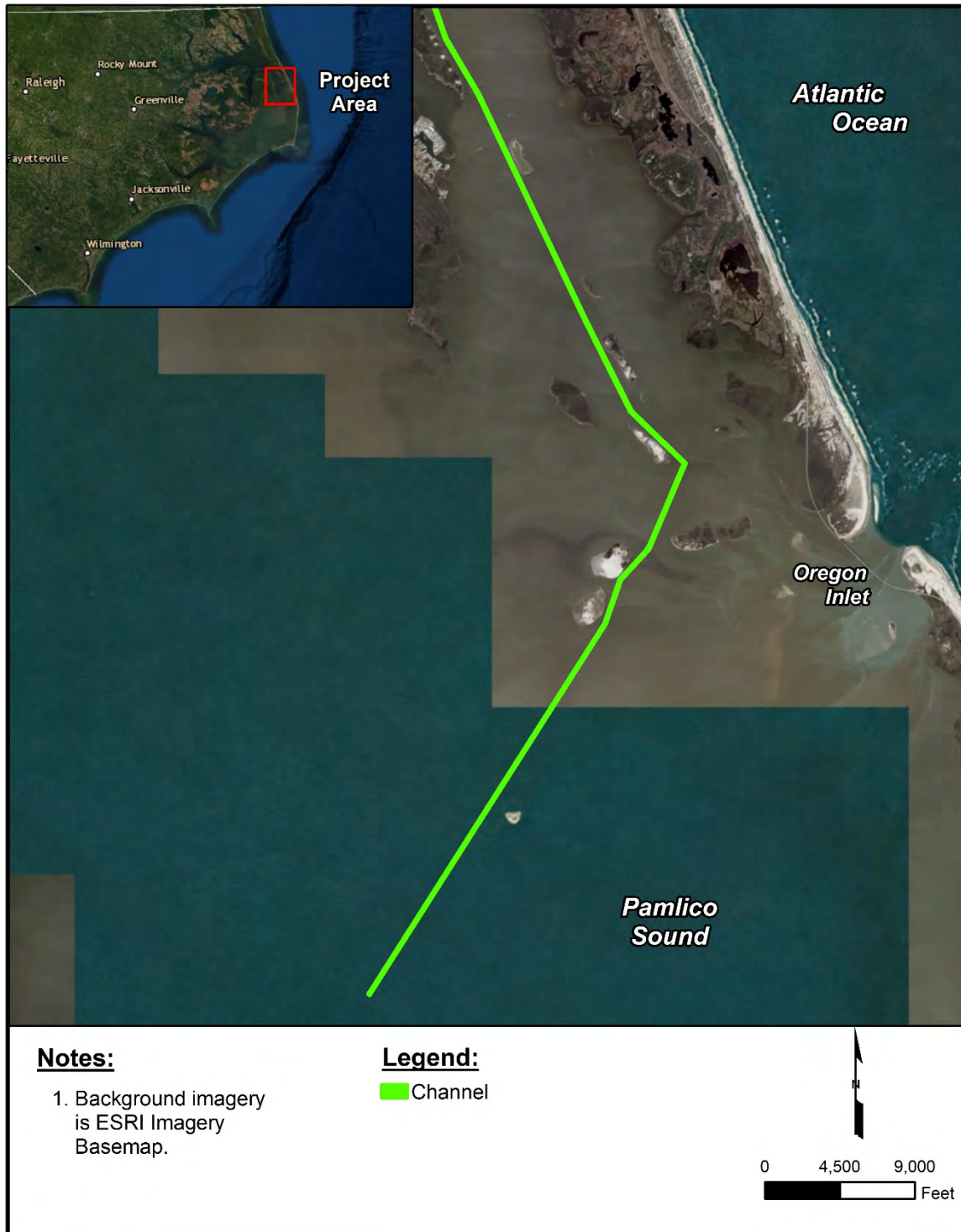
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**Figure 1: Location map showing the northern portion of the Manteo (Shallowbag Bay) navigation channel project.**



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**Figure 2: Location map showing the southern portion of the Manteo (Shallowbag Bay) navigation channel project.**

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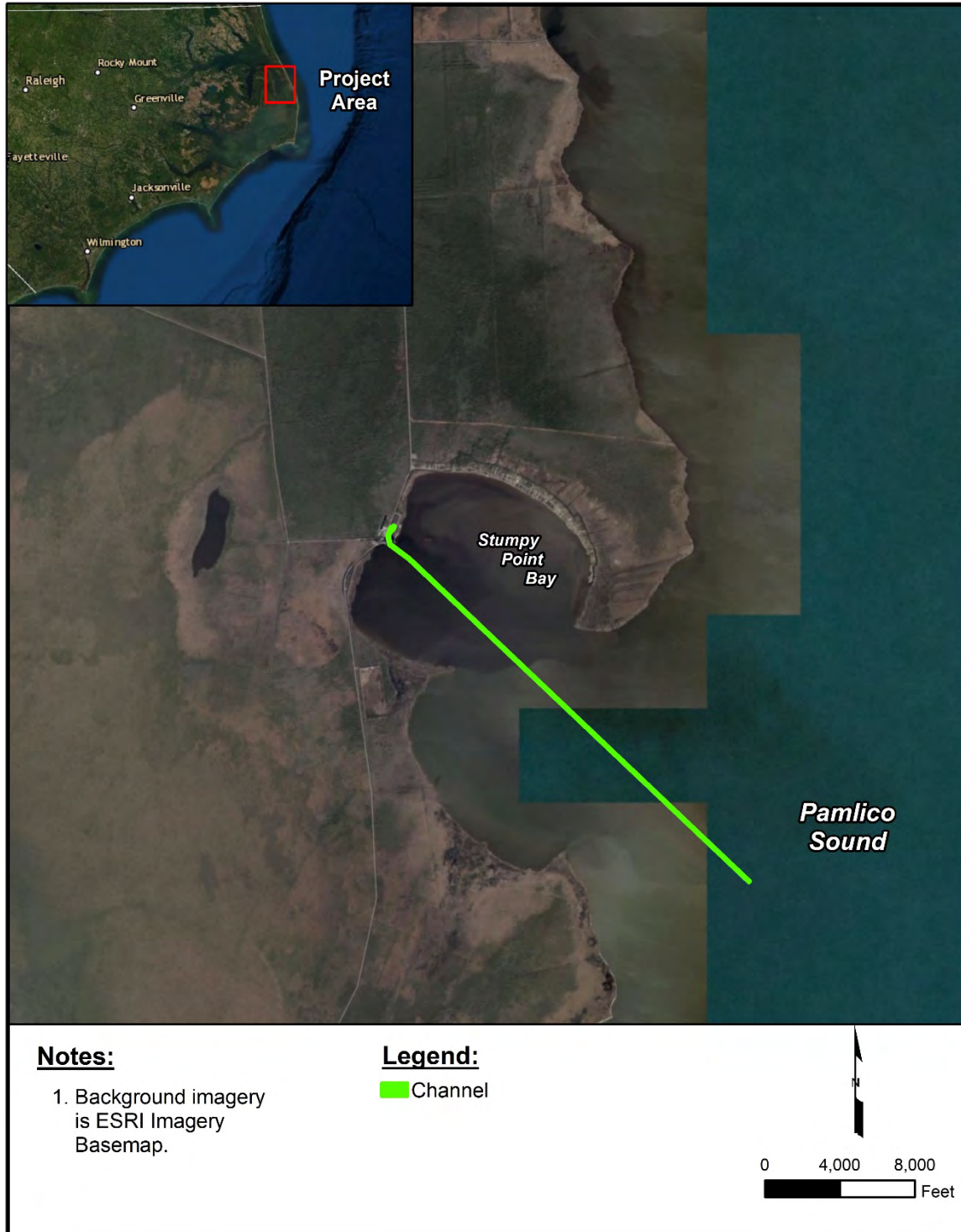
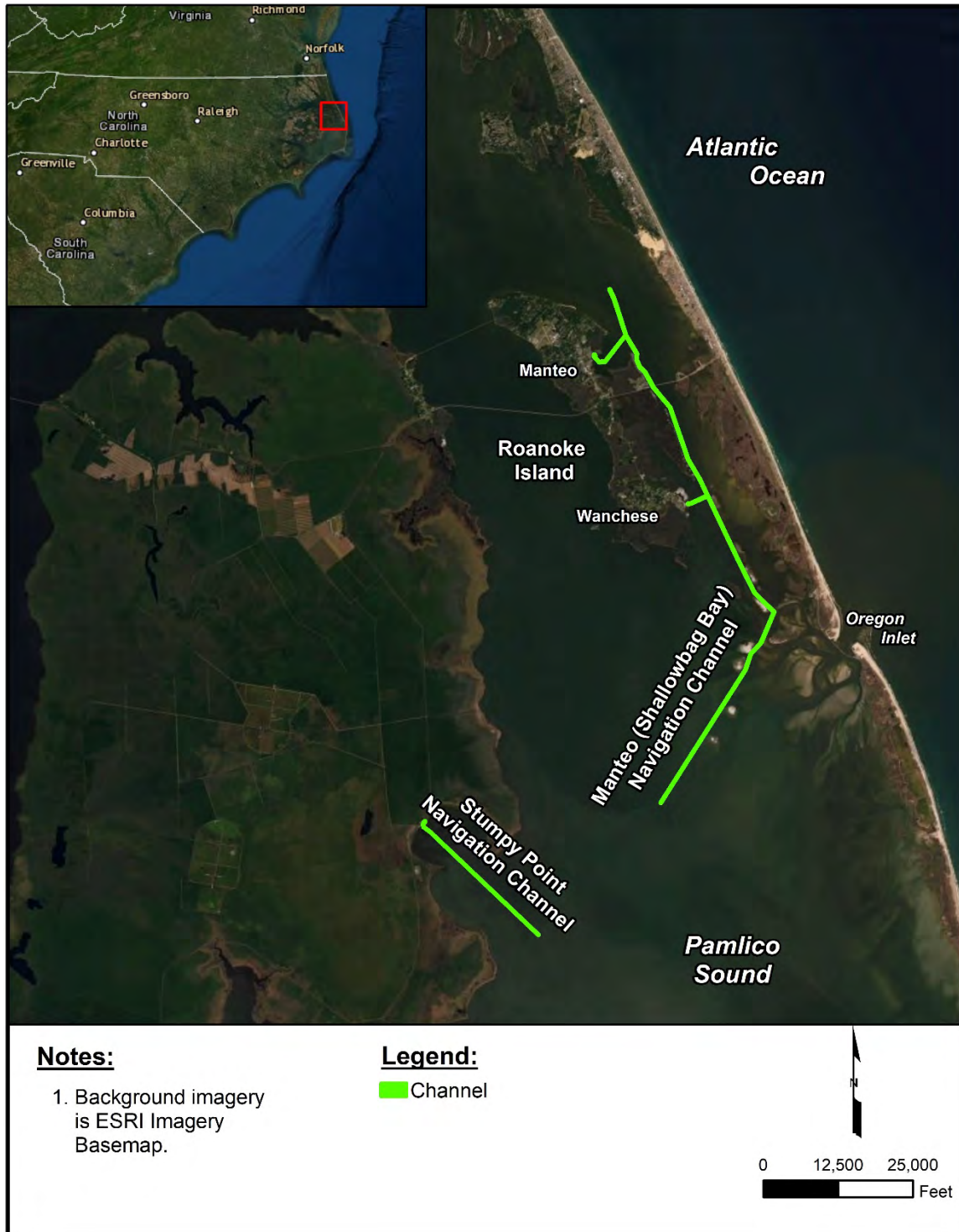


Figure 3: Location map showing Stumpy Point navigation channel



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**Figure 4: Location map showing Project Area**

A detailed description of each of the services to be provided by APTIM as part of this Scope of Services follows.

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**PROJET MANAGEMENT**

The APTIM project manager will be responsible for project administration of the program with assistance from other senior staff as appropriate. Administration includes coordination with the client and APTIM team, providing progress and status updates, maintaining budget control, scheduling, planning, internal meetings, and other associated management tasks required to complete the project according to the scope in a timely manner. APTIM's project manager will provide the COUNTY, with a one (1) page monthly summary of activities completed, upcoming milestones, and any anticipated changes to the scope or schedule.

**TASK 1 – NEEDS ASSESSMENT**

Based on communications with the US Army Corps of Engineers (USACE) Wilmington District, the COUNTY is already aware of dredge material management needs associated with the maintenance of the channels listed above. However, the COUNTY also desires to determine additional interests with regards to navigation maintenance and dredge material management within other areas of the southern portion of the COUNTY. It is the COUNTY's intention to identify these needs and move forward with the permitting of such navigation maintenance projects and dredge material management strategies.

APTIM will develop a geographic information system (GIS) that contains all federal and non-federal maintained navigation channels within the project area, which is shown in Figure 4. Using dredge records from the USACE and other entities engaged in actively maintaining navigation channels in the COUNTY, APTIM will 1) quantify the volume of material anticipated to be placed in dredge disposal sites over a pre-determined timeframe; and 2) determine the quality of material to be removed from the channels (i.e. sand, sand silt mix, mud, etc.).

APTIM will submit Freedom of Information Act (FOIA) requests to the USACE for available sediment data to assess sediment quality. Typically, the USACE does not require fees to process such requests; however, depending on the level of effort required by the USACE staff to compile the records, they may charge the COUNTY a fee of \$48/hour plus duplication costs (\$.15/page and \$5.00/DVD). This contract does not include additional fees to be paid to the USACE for this information. Should fees be required, the COUNTY will be provided a cost estimate and instructions on how to remit payment directly to the USACE.

APTIM will use data provided by the USACE through the FOIA request and other sources to assess the quality and sediment characteristics of material dredged from channels. The assessment of sediment quality does not include field collection of any additional geotechnical data. APTIM will also use data provided by the USACE to identify the type

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and size of dredge equipment likely to be used to maintain each dredge project and to determine if existing dredge disposal sites could be modified to increase capacity.

As part of the needs assessment, APTIM will also conduct interviews with representatives from the North Carolina Department of Transportation (NCDOT), COUNTY public works departments, National Parks Services (NPS), and representatives from private industry to determine the needs for the beneficial use of dredged material. Specifically, APTIM will determine the needs for the different types of sediments (sand, sand silt mix, etc.) dredged from navigation channels. This information will be used in the development of the project alternatives, specifically to determine how sediment can be beneficially used.

**TASK 2 – CONCEPT ALTERNATIVE DEVELOPMENT**

Upon completion of Task 1, APTIM will work with the COUNTY and other stakeholders to identify the up to ten (10) dredge material management facilities to be used for the identified channel maintenance projects. The siting of these locations will consider:

- Proximity of the facility to the channel(s) requiring maintenance;
- Cost to acquire land;
- Potential for environmental impacts;
- Ease of access for interested parties to transport spoil material from the sites for beneficial uses;
- Potential opportunities for dual purpose of dredge disposal sites for public use (i.e. coastal resilience, camp grounds, water access, educational outreach, habitat improvement, etc.)

Through the process of identifying potential sites, APTIM will coordinate with land owners and user groups (i.e. Dare County Waterways Commission, North Carolina Coastal Federation, local recreational and commercial fishing interests, etc.) to assess the feasibility of these sites based on the criteria listed above. Once initial site alternatives have been identified by APTIM and these user groups, APTIM will then develop a conceptual plan for each site with appropriate detail to allow for discussions with resource and permitting agencies to determine the feasibility from their perspectives.

APTIM will then arrange an interagency scoping meeting with representatives from state and federal environmental resources agencies, state regulatory agencies, the USACE, and local governmental representatives. The purpose of the meeting will be to identify any concerns these entities may have regarding each site identified through the process described above. In addition, the meeting will serve to determine the most appropriate permitting approach and National Environmental Policy Act (NEPA) documentation requirements. A project narrative and concept plan will be provided to meeting attendees by APTIM prior to the interagency meeting. Meeting minutes from the interagency

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meeting will be drafted and disseminated to all meeting participants within 1 week following the meeting date.

APTIM will utilize information gained through the needs assessment, interviews with stakeholders, and resource/regulatory agency feedback from the interagency scoping meeting to develop recommended dredge material management facilities to be permitted under Task 3.

For each of the recommended dredge material management facilities, APTIM will also provide to the COUNTY the following information:

- Estimated volume anticipated to be removed from the identified navigation channels over the next 20 years
- Location and description of the recommended dredge material placement facilities
- Cost associated with the design, permitting and land acquisition for the recommended dredge material placement facilities
- Recommendations for cost-sharing partners
- A schedule for the design, permitting, and land acquisition required to develop the recommended dredge material placement facilities

A letter report will be prepared by APTIM to include this information. A draft of the letter report will be provided to the COUNTY within six (6) months following receipt of written authorization to proceed. Once comments have been received from the COUNTY regarding the alternatives, APTIM will address comments and provide both digital and hard copies of the document to the COUNTY as a deliverable.

**TASK 3- ENVIROMENAL SERVICES**

The scope of work and cost associated with both Task 3 and 4 assume the following stipulations:

- Permitting of the projects will follow the process described in the “*Permitting*” section below
- Completion of Task 3 and 4 will not require field investigations (collection of vibracore samples, analysis of sediments, field investigations of natural resources, etc.).
- Bathymetric data collected by the USACE will be provided to APTIM and will be sufficient to support the permit requests
- Publically available LiDAR data available through NOAA, the USGS, and the USACE, will be sufficient to support the permit requests
- Upon request by APTIM, the USACE will provide previous environmental documentation to support federally authorized channels included in the permitting requests.

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- Upon request by APTIM, the USACE will provide existing boring data previously obtained from within the federally authorized channels in the vicinity of Rollinson Channel.

Task 3 is based on preliminary discussions with the United States Army Corps of Engineers (USACE), North Carolina Division of Coastal Management (DCM), and the COUNTY.

***Permitting***

APTIM will convene a second interagency scoping meeting where the resolution to any issues identified during the first interagency meeting will be presented by APTIM. Likewise, the scope and nature of the navigation projects that will be included within the permitting effort will be described. This will include the type(s) of dredge plant to be used, estimated dredged volumes, and the attributes of the proposed dredged disposal sites. APTIM will also ensure agreement from all meeting participants in regards to the proposed permitting approach and the anticipated environmental documentation requirements.

Following the second scoping meeting and based on the assumption that the project will be designed to allow for the most expeditious permitting approach, APTIM will assist the COUNTY in obtaining the necessary permits and approvals from all relevant state and federal agencies. At this time, it is understood that the following state permits and approvals will be required:

- North Carolina Division of Coastal Management (NCDCM), Coastal Area Management Act (CAMA) Major Permit.
- NC Division of Water Resources (NCDWR) General Water Quality Certification.
- NC State Historic Preservation Office's concurrence.
- NC Division of Energy, Mineral, and Land Resources (NCDEMLR) Erosion and Sediment Control Permit (only applicable for upland dredge disposal alternatives)
- NC Department of Environmental Quality (NCDEQ) Construction General Permit (NCG01) (only applicable for upland dredge disposal alternatives)

Federal permits and approvals will include:

- Department of Army (DOA) USACE Individual Permit in compliance with Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.
- U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) concurrence with Section 7 of the Endangered Species Act (ESA).
- NMFS concurrence with the Magnuson-Stevens Fishery Conservation and Management Act.



**EXHIBIT A:  
SCOPE OF PROFESSIONAL SERVICES  
DARE COUNTY, NORTH CAROLINA  
CENTRAL DARE COUNTY CHANNEL MAINTENANCE AND DREDGE  
MATERIAL MANAGEMENT PERMITTING PROJECT**

- U.S. Environmental Protection Agency (USEPA) concurrence with the Clean Water Act (CWA).
- National Park Service (NPS) Special Use Permit

In order to receive the aforementioned permits and approvals, APTIM will develop and submit the DCM CAMA Major Permit application on behalf of the COUNTY within 120 days following the second interagency scoping meeting. The CAMA Major Permit application package will include the required Major Permit forms along with plan drawings and adequate additional information that will serve to satisfy the agency review process. The CAMA Major Permit application serves as an application for several other state and federal permits, such as the Water Quality Certification, Stormwater Management Permit and is reviewed by ten (10) state and four (4) federal agencies before a decision is made.

APTIM engineers will develop preliminary designs for the proposed disposal site(s) in order to provide sufficient details for the permit drawings. The permit application will also include information pertaining to the characteristics of the disposal site(s), threatened and endangered species (marine and terrestrial), essential fish habitat, and other natural resource concerns. Four (4) hard copies and ten (10) CDs of the NCDPCM application, project drawings, and other attachments will be produced and provided to NCDPCM for dissemination to the resource agencies for review. The submittal of a “complete” NCDPCM Major Permit application and attachments will serve as an intermediate project deliverable.

The USACE Regulatory Program involves the regulating of discharges of dredged or fill material into waters of the United States and structures or work in navigable waters of the United States, under section 404 of the Clean Water Act and section 10 of the Rivers and Harbors Act of 1899. Because this proposed project includes construction and dredging within the Nation's navigable waters, it will also require a USACE permit. An individual, or standard permit, is issued when projects have more than minimal individual or cumulative impacts, are evaluated using additional environmental criteria, and involve a more comprehensive public interest review. At this time, and for the purposes of this proposal, it is assumed that the COUNTY will need to obtain an Individual Permit (IP) from the Department of Army, administered through the USACE. APTIM will develop and submit the DCM CAMA Major Permit application on behalf of the COUNTY within 120 days following the second interagency scoping meeting.

Should dredged material be placed on the oceanfront shoreline along Hatteras Island, a NPS Permit will be required. Special Use Permits are issued for activities that provide a benefit to an individual, group, or organization, and for activities that require the use of a designated park location for a specific purpose and length of time. The NPS only permits activities which are appropriate to the purpose for which the park was established, and for activities which can be sustained without causing unacceptable impacts to park resources. The environmental documentation developed in support of the USACE IP will be submitted to the NPS along with a standard Special Use Permit application within 120 days following the second interagency scoping meeting.

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

If following the interagency meeting the permitting approach described above requires modification, a change order will be prepared and presented to the COUNTY. Furthermore, in the event a state or federal agency solicits a Request for Additional Information (RAI) in response to the permit applications, an additional task order proposal will be submitted to COUNTY under a modified SOW.

***Environmental Documentation***

A Biological Assessment (BA) entitled "Use of Sidecast Dredges *Fry, Merritt, Schwezer*, and the Split-Hull Dredge *Currituck* in Coastal United States Waters" dated July 1998 was prepared by the USACE and provides relevant information. In addition, the Environmental Assessment (EA) prepared by the USACE entitled "Use of Government Plant to Dredge in Federally Authorized Navigation Projects in North Carolina", dated March 2004, the Environmental Impact Statement (EIS) prepared by the USAC entitled "Manteo (Shallowbag) Bay North Carolina FEIS", dated July 1977, and the Final EIS prepared by the USACE entitled "Final Supplement to the FEIS Manteo (Shallowbag) Bay Project, Dare County, North Carolina, dated August 1980 also provides relevant information. These, along with other environmental documents previously developed by the USACE will be utilized to support the development of the environmental documents needed for this proposed project.

At this time, it is envisioned that the development of additional environmental documents would be required to satisfy the National Environmental Protection Act (NEPA). These include the development of a new BA and Essential Fish Habitat (EFH) assessment to satisfy consultation under the Endangered Species Act and the Magnuson-Stevens Fishery Conservation and Management Act, respectively. In addition, since it is anticipated that the nature of the proposed activities would result in a Finding of No Significant Impact (FONSI), an EA would be developed, using the above-mentioned documents for reference, to satisfy NEPA requirements. APTIM will propose these documentation approaches during the interagency pre-application meeting.

APTIM will acquire and evaluate available biological resource and human-interest factor data to determine the nature and extent of those resources that may be affected by project construction. This information will pertain to the nearshore marine, estuarine, and terrestrial habitats within and adjacent to the project areas. APTIM does not anticipate the need for field studies to collect any additional environmental data; therefore, this cost proposal does not reflect any additional field studies. If in the event it is determined that such studies are necessary, a change order will be requested within a separate SOW.

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**TASK 4- GEOTECHNICAL SERVICES**

The proposed project aims to conduct maintenance dredging events within numerous federally authorized channels and boat basins and has the potential to include other non-federally authorized channels. As previously stated, APTIM will coordinate with staff from the USACE Wilmington District to obtain existing boring data which will be used to characterize the material within these channels. This characterization will determine how the dredged material should be managed and stored/utilized. In addition to determining the limits of how the material can be used, this characterization will also assist with determining the volume of material that may be deemed compatible for beach placement in accordance with the State Sediment Criteria Rule (15A NCAC 07H .0312).

APTIM will use available data to develop a sediment analysis report to be submitted as part of the NEPA documentation and CAMA Major Permit application. This report will provide information on sediment characteristics within the identified channel to be maintained under the permit, including grain size, percent fines, and description of sediment. The report will also include project maps showing channel locations and sediment sample locations. If available, such parameters such as color, mineralogy, shell content, percent gravel, percent granular, etc. will also be included. The report will also clearly document the sources of the data. This report will be included as an appendix to both the NEPA Documentation and the CAMA Major Permit Application. APTIM will also provide the COUNTY with up to two (2) hardcopies and two (2) digital copies of the report. Furthermore, the sediment data will be available for inclusion into any subsequent construction plans and specifications to be developed for future construction projects not included as part of this proposal.

**ADDITIONAL SERVICES NOT INCLUDED:**

As previously stated, the goal of this scope of work is to obtain permits for 1) the dredging of the listed channels and 2) the establishment of sufficient dredge material management options to satisfy the long-term needs to maintain these channel projects. Furthermore, the COUNTY aims to identify strategic permit disposal options for additional channel maintenance projects based on the results of Task 1 and 2. Given the fact that the specific channels and dredge material management options have not yet been determined, and the fact that APTIM is not yet aware of the amount of data and documentation currently available through the USACE and other entities in regards to the characteristics of the material within these channels, additional services may be required to complete the permitting process.

The following list is not necessarily comprehensive, but rather, a list of possible additional services that may arise as project details are established:

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- Development and submittal of an Erosion and Sediment Control Permit(s) to NCDEMLR
- Additional environmental documentation (i.e. Environmental Impact Statement)
- Biological resource investigations
- Analysis to determine safe use of dredge materials that may contain contaminants
- Vibracore/Geo-Probe borings of channels and/or existing dredge material management facilities
- Grab samples of potential disposal areas including beaches, shallow water areas proposed for island establishment, current dredge material management facilities
- Sieve analysis of vibracore/Geo-probe boring samples and/or grab samples
- Contaminant testing of sediment samples
- Hydrographic/Topographic surveys of channels and proposed dredge material management facilities
- Submerged cultural resource surveys
- Detailed engineering design of dredge containment facilities that include such aspects as containment dikes, water control structures, dock or pier structures, etc.

The costs associated with completing the scope of work, as outlined above, for the Central Dare County Channel Maintenance and Dredge Material Management Permitting Project is predicated on the notion that the APTIM will work concurrently to develop a similar set of deliverables to support channel maintenance and dredge material management permitting for the southern portion of Dare County. Additional costs may be realized should these two efforts be conducted independently.

***The information contained in this proposal is confidential commercial information and shall not be used or disclosed, except for evaluation purposes, provided that if a contract is awarded to APTIM as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requester's right to use or disclose any technical data obtained from another source without restriction.***

**EXHIBIT B:  
BREAKDOWN OF COSTS  
DARE COUNTY, NORTH CAROLINA  
CENTRAL DARE COUNTY CHANNEL MAINTENANCE AND DREDGE MATERIAL  
MANAGEMENT PERMITTING PROJECT**

Table 1. Breakdown of the total cost of the environmental permitting, engineering design, and bidding assistance associated with the Central Dare County Channel Maintenance and Dredge Material Permitting Project.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>Cost</b>
1	Needs Assessment	\$13,875
2	Concept Alternative Development	\$40,750
3	Permitting and Environmental Documentation	\$104,070
4	Sediment Compatibility	\$8,840
<b>TOTAL:</b>		<b>\$167,535</b>

The costs associated with completing Tasks 1-4 is predicated on the notion that the APTIM will work concurrently to develop a similar set of deliverables to support channel maintenance and dredge material management permitting for the central portion of Dare County. Additional costs will be realized should these two efforts be conducted independently.

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

- Monthly Progress Reports;
- Needs Assessment – GIS Files;
- First Scoping Meeting Minutes;
- Concept Alternative Write Up;
- Second Scoping Meeting Minutes;
- NC Division of Coastal Management Major CAMA Permit and Dept. of the Army Individual Permit Applications;
- Sediment Analysis Report;

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

Monthly Progress Reports: APTIM will provide a 1-page summary of the project status via e-mail approximately every 30 days during the course of the anticipated 12-month contract period. The letter will describe activities completed throughout the month and update the anticipated schedule of milestones as appropriate.

Needs Assessment – GIS Files: APTIM will develop a geographic information system (GIS) that contains federal and non-federal maintained navigation channels within the project area. GIS files created and populated by APTIM will be provided to the County along with metadata. The channel files will include information on geographic locations of the channels, type of dredge used to maintain the channels, type of material historically removed from the channels, frequency/history of dredging and other information known about the type of material dredged from those channels. The dredge material management facilities files will also include geographic locations of the proposed facilities, current property owners, and estimated value. Barring any unforeseen circumstances, the GIS shapefiles and associated metadata will be provided within 150 days following written authorization to proceed.

First Scoping Meeting: As part of Task 2, APTIM will convene a scoping meeting within 120 days following written authorization to proceed. The purpose of the meeting will be to identify concerns that state and federal resource and regulatory agencies may have regarding potential dredge material management facilities and to determine the most appropriate permitting approach and National Environmental Policy Act (NEPA) documentation requirements. APTIM will prepare and distribute meeting minutes to all participants including Dare County. Barring any unforeseen circumstances, the meeting minutes will be provided to participants within two (2) weeks



**EXHIBIT C:  
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following the meeting. These meeting minutes will also be archived as an appendix to the Dredge Material Management Plan.

Concept Alternative Development: APTIM will develop a conceptual plan for up to eight (8) dredge disposal sites with appropriate detail to allow for discussions with resource and permitting agencies to determine the feasibility from their perspectives. For each of the recommended dredge material management facilities, APTIM will provide to the COUNTY the following information:

- Estimated volume anticipated to be removed from the identified navigation channels over the next 20 years
- Location and description of the recommended dredge material placement facilities
- Cost associated with the design, permitting, and land acquisition for the recommended dredge material placement facilities
- Recommendations for cost-sharing partners
- A schedule for the design, permitting, and land acquisition required to develop the recommended dredge material placement facilities

A letter report will be prepared by APTIM to include this information and will be submitted to the COUNTY. Barring any unforeseen circumstances, the letter report detailing the alternatives developed by APTIM will be provided within 150 days following written authorization to proceed.

Second Scoping Meeting: APTIM will utilize the information gleaned from the first scoping meeting to finalize Tasks 1 and Tasks 2. Upon finalization of Task 1 and Task 2, APTIM will develop draft a draft project narrative and project maps that will be presented at a second scoping meeting which will be held 90 days after the first scoping meeting. During this second scoping meeting, APTIM will also present a refined permitting approach and NEPA documentation requirements. Barring any unforeseen circumstances, the meeting minutes will be provided to participants within two (2) weeks following the meeting.

NC Division of Coastal Management Major CAMA Permit and Dept. of the Army Individual Permit Applications: The Scope of Professional Services includes the development and submittal of the complete Major CAMA permit and Dept. of the Army Individual permit applications directly to the NC Division of Coastal Management and US Army Corps of Engineers, respectively. Barring any unforeseen circumstances, these applications will be submitted to the appropriate agencies within 155 days following the conclusion of the Second Scoping Meeting.

Sediment Analysis Report: APTIM will develop a sediment analysis report to be submitted as part of the NEPA documentation and CAMA Major Permit application. The Sediment Analysis Report will be composed of a brief letter report describing sediment analysis methods, project setting maps showing the location of the sediment samples, and results of the sediment analysis. Barring

**EXHIBIT C:  
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any unforeseen circumstances, the sediment analysis report will be provided within 150 days following written authorization to proceed.

# ***DARE COUNTY***

## ***BUDGET AMENDMENT***

***F/Y 2019/2020***

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Grants &amp; Waterways</u>					
<u>Revenues:</u>					
NCDEQ Grant-Southern Channel	103570	427013	00766	113,821	
NCDEQ Grant-Central Channel	103570	427013	00767	116,318	
 <u>Expenditures:</u>					
Southern Channel Maintenance	104570	559913	00766	163,790	
Central Channel Maintenance	104570	559913	00767	167,535	
Dredging-Local Cost	104570	559900			71,979
Contingency	104490	550000			29,207

**Explanation:**

Department of Environmental Quality Shallow Draft Navigation Fund "Southern Dare County Channel Maintenance and Dredge Material Management Permitting Project (8161)" and "Central Dare County Channel Maintenance and Dredge Material Management Permitting Project (8162)". The purpose of the two projects is to provide the necessary spoil sites for the U.S. Army Corps of Engineers proposed federally funded dredge events in FY2022 for Rollinson Channel and the Manteo/Shallowbag Bay Interior Channels. Total Project Cost \$345,191, State cost share (66.67%) 230,139, Dare County cost share (33.33%) 101,186, Dare County In-kind contribution \$13,866.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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



*Memorandum of Understanding Between  
National Park Service and County of Dare*

**Description**

The Memorandum of Understanding that follows is a joint agreement between the Cape Hatteras National Seashore within the National Park Service and the County of Dare to cooperate in the preparation of a Parkwide Environmental Impact Statement for sediment management to be used for future beach nourishment project requests within the Park.

**Board Action Requested**

Approve the MOU and authorize the County Manager to execute the final agreement.

**Item Presenter**

Robert Outten, County Manager

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE,  
CAPE HATTERAS NATIONAL SEASHORE  
AND  
COUNTY OF DARE, NORTH CAROLINA

TO DESIGNATE THE COUNTY OF DARE AS A COOPERATING AGENCY FOR THE  
PREPARATION OF AN ENVIRONMENTAL IMPACT STATEMENT FOR A SEDIMENT  
MANAGEMENT FRAMEWORK ON CAPE HATTERAS NATIONAL SEASHORE

This Memorandum of Understanding (MOU) is entered into jointly between the Cape Hatteras National Seashore (Seashore) within the National Park Service (NPS) and the County of Dare (Dare County). The NPS and Dare County are together referred to in this MOU as the Parties, and individually may be referred to as a Party. The NPS is Lead Agency under the National Environmental Policy Act (NEPA), and Dare County is a Cooperating Agency, as described below, and may be referred to as such.

The purpose of this MOU is to establish a cooperating agency relationship and describe how the NPS, as the Lead Agency under NEPA assisted by Dare County as a Cooperating Agency, will jointly develop the Environmental Impact Statement for a Sediment Management Framework at the Seashore (EIS). This MOU:

- Describes how the Parties will cooperate to prepare the EIS in compliance with all applicable statutes, regulations, and policies, including NEPA (42 U.S.C. §4331) and the Council on Environmental Quality’s implementing regulations; the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101) and the Endangered Species Act (ESA) (16 U.S.C. § 1531);
- Describes the general roles and responsibilities of each Party, as Lead or Cooperating Agency; and
- Provides a framework for cooperation and coordination between the Parties to successfully complete the NEPA process with the time and page limits set forth in Secretarial Order 3355 and associated Deputy Secretary Memoranda.

**ARTICLE I—BACKGROUND AND OBJECTIVES**

The Seashore has a long history of beach stabilization efforts utilized to control erosion and stabilize sand dunes. Beach erosion at the Seashore has impacted natural resources, cultural resources, transportation, visitor access, and facilities. Local partners and agencies have requested and are expected to continue seeking permission to mitigate the impacts of erosion at the Seashore through the implementation of beach nourishment projects.

The NPS anticipates developing a parkwide framework for sediment management, including the method, location, and frequency for sediment management actions that may be permitted at the Seashore. This framework would apply Seashore-wide and would serve the Seashore for the next two decades. A sediment management framework is needed for NPS and other agencies that seek to temporarily mitigate shoreline erosion, particularly in regards to access along state highway NC-12 and erosion near villages as well as near public and administrative seashore facilities. The framework is necessary to limit park impacts and provide timely response to those that seek federal permits to nourish beaches in the face of increased storm events and projected sea-level rise. Similarly, sediment management strategies may be used for certain habitat restoration projects.

The NEPA review will address various sediment management activities, including nourishment on both ocean and sound sides of the island, emergency actions, breach repair, and habitat restoration. Because sediment management has the potential to significantly impact the quality of the human environment, the NPS will prepare an EIS.

The EIS will be prepared in accordance with Secretarial Order (SO) 3355, Streamlining NEPA Review and Implementation of Executive Order 13807, which requires that all Department of Interior (DOI) EIS' be completed within one year, 365 days, of issuance of a Notice of Intent (NOI) to prepare and EIS and in 150 pages.

As established in the Council on Environmental Quality (CEQ) regulations (40 C.F.R. Part 1501.6), Executive Order 13352, and Department of the Interior (DOI) regulations (43 C.F.R. §§ 46.225-46.230), DOI bureaus will cooperate to the "fullest extent possible" with other agencies that have jurisdiction by law or special expertise, although "whether to invite, accept or end cooperating agency status" should be determined on a case-by-case basis considering all relevant information and factors." (January 30, 2002, CEQ Memorandum for the Heads of Federal Agencies).

The NPS is responsible for "conserve[ing] the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations." 54 U.S.C. § 100101(a).

On January 13, 2020, the NPS hosted an Agency Scoping meeting to discuss sediment management at the Seashore, the planning process, Cooperating Agency status under NEPA, and technical expert coordination efforts. The NPS sent an invitation for Cooperating Agency participation to Dare County on January 21, 2020 and Dare County accepted on January 27, 2020.

## **ARTICLE II—LEGISLATIVE AUTHORITY**

- A. **National Park Service:** This MOU is entered into pursuant to 54 U.S.C. 100101 *et seq.* (formerly 16 U.S.C. §§ 1-3); NEPA (42 U.S.C. §4321 *et seq.*); Council on Environmental

Quality regulations (40 CFR 1501 et seq.); and Department of the Interior NEPA-implementing regulations (43 CFR 46 et seq.).

- B. **Dare County:** This MOU is entered into pursuant to Chapter 153A of the North Carolina General Statutes.

### **ARTICLE III—ROLES AND RESPONSIBILITIES**

The Parties agree to the following regarding their roles and responsibilities:

**A. The NPS will:**

1. Serve as Lead Agency under NEPA in developing the EIS, in accordance with 40 CFR § 1501.5.
2. Prepare the internal and public review versions of the draft and final EISs and be responsible for the quality and content of these documents. NPS will, in its sole discretion, identify a preferred alternative in the EIS.
3. Develop a reasonable range of alternatives, including a proposed action; and identify the potential direct, indirect, and cumulative impacts of the proposed action and alternatives and potential mitigation for those impacts.
4. Seek meaningful input from Dare County at key steps in the NEPA process, including: during scoping, when issues to be addressed in the EIS are refined; during refinement of the range of alternatives that will be analyzed in the EIS; when assessing impacts related to issues for which Dare County has jurisdiction by law or special expertise; and during review of the internal and publicly available version of the EIS.
5. Consider and use the environmental analyses and proposals (i.e., ideas or alternative concepts) of Dare County to the maximum extent possible consistent with NPS's responsibility as Lead Agency.
6. Incorporate in the draft and final EISs, to the extent practicable, the comments, recommendations, and data submitted by Dare County within its area of expertise or jurisdiction. If such input is not incorporated, the NPS will discuss the reasons with Dare County, respectively.
7. Share all substantive public comments.
8. Select an alternative for implementation, in its sole discretion, in the Record of Decision (ROD).
9. Work with Dare County to meet its requirements (State Environmental Policy Act, etc.)



10. Keep Dare County informed about the timeframes for the NEPA process, including public comments and alternatives under consideration, primarily by phone or email.
11. Hold meetings or conference calls with Dare County as deemed necessary by the NPS.
12. Identify Dare County as a Cooperating Agency, and acknowledge its roles and responsibilities, in the EIS.
13. Hereby designate the person listed in Article IV (Key Officials) as NPS's Lead Agency Representative for purposes of implementing the terms of this MOU. The Lead Agency Representative shall be responsible for ensuring that the terms of this MOU are followed by the NPS's employees, consultants, and contractors.
14. Provide reasonable notice of meetings dates and review periods, in accordance with schedule set forth under SO 3355, for Cooperating Agencies to effectively participate.

**B. Dare County will:**

1. Serve as a Cooperating Agency and assist the NPS in developing the EIS.
2. Provide technical assistance in those areas for which Dare County has special expertise and jurisdiction by law, by evaluating the potential alternatives, impacts, and mitigation effectiveness in the EIS.
3. Assist with evaluating data and technical reports and analyzing impacts related to issues for which Dare County has jurisdiction by law or special expertise.
4. Cooperate and assist in the scoping process and preparation of the EIS. This will be accomplished primarily through information exchange and participation in teleconference or face-to-face team meetings regarding the NEPA document.
5. Refine issues to be addressed in the EIS; collect necessary resource, environmental, social, economic, and institutional data, if not already addressed by NPS; analyze data, if necessary; provide written reports if requested by the NPS; and assist in refining alternatives.
6. Provide necessary information in its possession to be included in the decision file for the preparation of the NEPA document.
7. If appropriate, and within their special expertise and jurisdiction, assist in the refinement of the environmental impact analysis and documentation.

8. Review internal drafts of the EIS and comment on potential impacts that are in the Cooperating Agency's area of expertise. The Cooperating Agencies will provide comments on drafts within the timeframes established by the NPS in order to satisfy requirements under SO 3355.
9. Hereby designate the persons listed in Article IV (Key Officials) as the respective Cooperating Agency's Representative. The Cooperating Agency's Representatives shall be responsible for implementing the terms of this MOU and ensuring their respective agency's employees and consultants follow the terms of this MOU. The Cooperating Agency's Representatives shall attend all meetings and workshops (if any) and serve as the single point of contact for the exchange of materials and documents, including distributing information or documents within his or her agency as needed, and consistent with Article VI (the confidentiality provisions).
10. Maintain the confidentiality of all documents and deliberations, prior to the public release by the NPS of any NEPA document, including drafts, to the extent allowable by law.

**C. The Parties agree:**

1. To participate in the planning process for the EIS in good faith and make every effort to resolve areas of conflict. The parties agree to fully explore issues before coming to conclusions, and to commit to searching for opportunities for resolution in order to contribute to an effective planning process. In the event that conflicts cannot be resolved, the parties agree:
  - a. To work cooperatively to identify and resolve issues at the lowest possible level. Program staff from both parties will work to resolve specific issues in a timely manner; keeping in mind NEPA timelines impacted by the dispute.
  - b. Upon determination that resolution cannot be reached at the lowest possible level, the issue will be elevated to Cape Hatteras National Seashore Superintendent and the Dare County Manager, accordingly.
  - c. The Superintendent and Dare County Manager shall attempt to resolve the conflict within 5 days, allowing additional time as necessary for continued resolution while keeping in mind the NEPA timelines impacted by the dispute.
  - d. Upon determination by the Superintendent and Dare County Manager, that resolution cannot be reached, the issue will be elevated to the NPS Regional Director and the Dare County Manager, The NPS Regional Director and the Dare County Manager, shall come to a decision on how to proceed within 10 days and, whether in agreement or not, shall provide direction to respective staff.
  - e. The NPS Regional Director may refer unresolved issues for consideration by the Director of the NPS
  - f. In the case of any dispute, the agency seeking resolution shall prepare and transmit to all parties a written statement including the following: a brief summary of the dispute, a brief statement of each issue that needs to be resolved or decided, a brief description of any efforts to resolve the issue(s)

and the reasons those efforts were unsuccessful, and the perspectives of the other agencies on the dispute, outstanding issues, and previous efforts to reach a resolution. Each agency involved in the dispute will prepare a briefing paper describing the issue, background information, needs and concerns, and options from their perspective. Relevant staff needed to resolve disputes will meet to discuss the issue(s) and seek consensus resolution. The agency that seeks resolution also may schedule a joint briefing of all relevant agencies.

- g. Notwithstanding the forgoing, Dare County reserves all rights provided by law to appeal, contest or challenge the final EIS
- 2. That the cooperation of the Parties under this MOU does not transfer any jurisdictional roles or responsibilities.
- 3. All Dare County duties and participation under this MOU are contingent upon availability of funds and staff and may be terminated at any time upon notice to NPS.

#### **ARTICLE IV - KEY OFFICIALS**

A. Key officials are essential to ensure maximum coordination and communications between the Parties and the work being performed. They are:

- 1. For NPS:

**Signatory/Administrative**

David Hallac  
Superintendent  
Cape Hatteras National Seashore  
1401 National Park Drive  
Manteo, NC 27954  
Telephone: 252-475-9032

**Lead Agency Representative**

Sabrina Henry  
Environmental Protection Specialist- Planning and Compliance Lead  
Cape Hatteras National Seashore  
1401 National Park Drive  
Manteo, NC 27954  
Telephone: 252-475-9019

- 2. For Dare County:

**Signatory/Administrative**

**Cooperating Agency Representative**

Robert L. Outten

County Manager/Attorney  
County of Dare, North Carolina  
PO Box 1000  
Manteo, NC 27954  
Telephone: 252-475-5803

- B. **Communications:** Dare County will address any communication with their Agency letterhead regarding this MOU to the Lead Agency Representative with a copy to the Superintendent. All other communications that relate solely to routine matters described in this MOU may be sent to the Lead Agency Representative. The NPS will address any communication regarding this MOU to the Cooperating Agency Representative(s). Communications that relate solely to routine matters described in this MOU may be sent only to the Cooperating Agency Representative(s).
- C. **Changes in Key Officials:** Notification of changes in key officials and representatives will be provided to the other parties in a reasonably timely manner. Changes to a Cooperating Agency's Representative shall be subject to approval by the NPS.

#### **ARTICLE V—LIABILITY**

- A. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of the Parties on any matter within their respective jurisdiction. Nothing in this MOU shall require the Parties to respond beyond their respective authority.
- B. This MOU is intended to enhance the working relationship between the Parties by outlining the roles, responsibilities, and objectives of each Party in order to develop the EIS. It is not intended to and does not create any third-party rights or benefits, substantive or procedural, enforceable at law or equity against the United States or the State of North Carolina, its departments, agencies, instrumentalities or entities, its officers or employees, or any other person.
- C. Each party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

#### **ARTICLE VI—ACCESS TO RECORDS**

- A. The Parties agree to keep and maintain records concerning this MOU, and afford another Party access to such records pursuant to a written request to the extent allowed by applicable law. The Parties recognize the records maintained and exchanged pursuant to this MOU may be disclosed to the public pursuant to the Freedom of Information Act and/or North Carolina public records laws.

- B. The NPS will give Dare County or any authorized representative the right to examine any records related to this MOU that otherwise would be available to Dare County under the Freedom of Information Act, 5 U.S.C. §552. The parties acknowledge that Dare County is subject to North Carolina's Public Records Act (PRA), Chapter 132- North Carolina General Assembly. Under the PRA, Dare County will be required to produce "public records," as defined by the PRA, should a public records request be received, unless a specific exemption to disclosure created by the PRA or another statute applies.
- C. The Parties will inform each other before disclosing any document whose disclosure may be required by law (including the North Carolina Public Records Act). Dare County will consult with NPS prior to the release of any documents, including deliberative drafts, required by the Freedom of Information Act or other applicable law.

### **ARTICLE VII—STANDARD CLAUSES**

- A. **Civil Rights:** During the performance of this MOU, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- B. **Promotions:** Dare County will not publicize, or otherwise circulate, promotional material (such as advertisements, brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or Government employee's endorsement of product, service, or position which the repository represents. No release of information relating to the MOU may state or imply that the Federal Government approves of Dare County's work product or considers Dare County work product to be superior to other products or services.
- C. **Participation in Similar Activities:** This MOU in no way restricts the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **Members of U.S. Congress:** Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- E. **Anti-Deficiency Act** – 31 U.S.C. § 1341 – Nothing contained in this MOU shall be construed as binding the NPS or Dare County to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this MOU for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

**ARTICLE VIII—MODIFICATION AND TERMINATION**

- A. This MOU may be modified only by a written instrument executed by the Parties.
- B. This MOU becomes effective upon signature by the authorized officials of the Parties and shall terminate upon issuance of the ROD by the NPS. Any Party may terminate their participation in this MOU earlier by providing the other Parties with 30 days advance written notice. If one Party provides the other Parties with notice of its intention to terminate, the Parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences. Notwithstanding any other provision of this MOU, if termination occurs prior to the issuance of the ROD, all parties will remain accountable, to the extent allowed by federal and state law, to the confidentiality of all documents.

**ARTICLE IX—SIGNATURES**

NATIONAL PARK SERVICE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Hallac, Superintendent, Cape Hatteras National Seashore

COUNTY OF DARE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signatory



*Consent Agenda*

**Description**

1. Approval of Minutes (06.01.20)

**Board Action Requested**

Approval

**Item Presenter**

Robert Outten, County Manager





*Approval of Minutes*

**Description**

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

**Board Action Requested**

Approve Previous Minutes

**Item Presenter**

Robert Outten, County Manager



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**9:00 a.m., June 1, 2020**

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

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten  
Deputy County Manager/Finance Director, David Clawson  
Master Public Information Officer, Dorothy Hester (remotely)  
Clerk to the Board, Cheryl C. Anby

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 9:01 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He read the invocation provided by Chaplain Cherri Wheeler, and then he led the Pledge of Allegiance to the flag.

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

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

- He noted the 82<sup>nd</sup> season of The Lost Colony was cancelled this year due to Covid-19. It had been planned to dedicate this year's season to help recognize the 150<sup>th</sup> anniversary of Dare County.
- Most of the area's churches participate with a week or two of hospitality and sustenance to our area's homeless; and they all do a phenomenal job. Rev. Dr. Jody Moore, President of the North Dare Ministerial Association, had advised the Board that Kitty Hawk United Methodist Church had hosted five consecutive weeks with meals and accommodations for those in need during the 2019-2020 season of "Room In the Inn" ministry. He thanked all of the churches for their assistance to the area's homeless.
- As many businesses continue to struggle this season without J1 Visa students, he had sent a letter on behalf of the Board to Congressman Murphy and Senator Tillis to urge the continuance of the program.

- He recognized Donna Creef, our Planning Director, who had been recently featured in *Making Waves*, an East Carolina University magazine. In the article she mentioned “water is part of everyday life here at the Outer Banks”. He praised her work for the County, especially in light of recent flood map changes, which had resulted in the adoption of new regulatory efforts to continue the protection of residences. He noted close to 100 homes had been elevated through FEMA mitigation grants.
- Chairman updated that the Governor had signed Executive Order 142, which announced the extension of the moratorium on utility shutoffs. The order went into effect May 30, 2020 and would last three weeks. It would prevent landlords from summary ejections or other eviction procedures against a tenant for nonpayment or late payment of rent. Additionally, it prevented landlords from assessing or accumulating late fees and gave tenants a minimum of six months to pay outstanding balances.
- He announced Governor Cooper had asked all North Carolinians to observe a day of mourning today for the 100,000 people in America, including almost 1,000 in North Carolina, who had lost their lives to Covid-19. A moment of silence at noon would be shared today along with the half-staff lowering of all state flags.

## **ITEM 2 – PUBLIC COMMENTS**

At 9:15 a.m. the Manager outlined the procedure for making public comments via emails to the Board at [dcboc@darenc.com](mailto:dcboc@darenc.com). No one responded to the invitation to address the Board.

The County Manager closed Public Comments at 9:16 a.m.

## **ITEM 3 – RECOGNITION OF COUNTY SERVICE PIN RECIPIENTS**

Due to the Covid-19 outbreak, the Board had not been able to recognize Dare County employees with service pins for several meetings. The County Manager named the following recipients, whose employment anniversaries took place in April, May and June, 2020.

1) April recipients were:

Nancy Nedley, Public Health Nurse II - 10 years; Laurie Kellogg, Admin. Specialist with Water Department – 10 years and Nettie Midgett, Sr. Sales Analyst/ Revaluation with 25 years.

2) May recipients were:

Kelly McPherson, Admin. Specialist, 15 years; Wendy Parks, Admin. Specialist/ Sheriff’s Office, 15 years; Joann Selby, Admin. Specialist/Social Services – 15 years; Sandra Shull, Warehouse Technician/Fleet Maintenance, 20 years and and Jacqueline Tillett, Sr. Elections Specialist with 35 years.

3) June recipients were:

Leigh George, Detention Shift Leader/Jail, 15 years; Aubrey Remige, Fitness Coordinator with Older Adult Services, 15 years; and Jerry Lofland - WTP Superintendent at the Skyco Water with 20 years.

**ITEM 4 – PUBLIC HEARING – MANAGER’S PROPOSED BUDGET FY2021 (Att. # 1)**

At 9: 26 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments via email at: [dcboc@darenc.com](mailto:dcboc@darenc.com) and in person under special guidelines, as noticed.

No one responded to the invitation to address the Board of Commissioners on this issue, either in person or via email. The County Manager closed the Public Hearing at 9:31 a.m.

**MOTION**

Vice Chairman Overman motioned to approve the Manager’s Proposed Fiscal Year 2021 Budget

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 5 – GRANT PROJECT ORDINANCE FOR CORONAVIRUS RELIEF FUND, (Att. #2)**

David Clawson presented a Grant Project Ordinance to establish the initial budget for the Coronavirus Relief Fund to budget and account for funds from the NC Coronavirus Relief Fund. FEMA and State emergency funds were anticipated and would need to be submitted to the State by June 1, 2020 and later amended as necessary. He explained the separate fund had been established to distinguish the monies from those used for Disaster Recovery. Expenditures which were eligible for reimbursement would continue through December 30, 2020. Mr. Clawson added answers to eligibility questions had been somewhat difficult to obtain. The County had received \$852.149 and Mr. Clawson clarified the local schools and hospitals were eligible to receive separate Covid relief funds. The County’s department heads would be meeting with Dr. Sheila Davies today to receive updates on Covid eligible expenses and discuss how, as they reopen more fully to the public, they may need additional PPE or other adjustments for their operations. As additional information and clarification became available, Mr. Clawson indicated they would be returning to the Board with updates in allocation and spending with budget amendments for the relief fund. County Manager Outten added the CARES Act money was a finite fund, while those funds offered by FEMA were not capped.

**MOTION**

Commissioner House motioned to adopt the Grant Project Ordinance for the Coronavirus Relief Fund.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**Note: By consensus, the Board agreed to handle Items 7 and 8 ahead of Item 6.**

**ITEM 6 – BUXTON ZONING MAP AMENDMENT, REQUEST FOR PUBLIC HEARING**

A zoning map amendment application filed by John Canning for his property located at 49251 NC 12 Hwy. in Buxton, requested rezoning of his property to C-3 commercial. The Planning Board recommends approval of the map amendment and requested a Public Hearing be set for June 15, 2020 at 5:00 p.m.

**MOTION**

Commissioner Tobin motioned to set a Public Hearing on June 15, 2020 at 5:00 p.m. for this item.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 7 – GUARANTEED MAXIMUM PRICE & CAPITAL BUDGET FOR DHHS PROJECT**

The heating and air-conditioning proposal for the DHHS project had been rebid and afterward Dave Clawson reported the project’s guaranteed maximum price had been provided by AR Chesson Construction. The GMP was below original estimates and now allowed for inclusion of all bid alternates, which would include countertop, flooring and data cabling replacements along with a conservative estimate for removal of unsuitable soil between the existing buildings. All existing door locks could now be replaced. The County Manager added that in the previous budget the cost of the architect’s contract and the construction soil testing had been included. The total cost of the project, less those two items, would now be added to the budget.

**MOTION**

Commissioner Ross motioned to authorize the County Manager to execute Change Order #1 with AR Chesson Construction for the guaranteed maximum price and adopt the amendment to the Capital Project Ordinance.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 8 – DISASTER DEBRIS MONITORING**

Requests for proposals for disaster debris monitoring were advertised on April 12, 2020. The four companies that responded were SEPI, Inc., DebrisTech, LLC, Tetra Tech, Inc. and Thompson Consulting Services. Mr. Clawson explained that after evaluation, it was recommended to the Board to move forward with contract negotiations with the Florida-based, low-bid company, Thompson Consulting. The County Manager added the company had overseen the debris collection for the last six years and had always done an efficient and reliable job.

**MOTION**

Commissioner Couch motioned to approve the proposal submitted by Thompson Consulting for disaster debris monitoring and authorize the County Manager to move forward with negotiation and signing of a final contract.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 9 – 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 (05.18.2020) **(Att. # 3)**

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 10 – BOARD APPOINTMENTS**

- 1) College of the Albemarle Board of Trustees

Commissioners Couch and Bateman motioned to reappoint Chairman Robert Woodard, Sr. to the COA Board of Trustees

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

- 2) Manns Harbor Marina Commission  
Vice Chairman Overman motioned to reappoint Paul Mann, V, Jeff James and Jessie “Troy” Outland, Sr.  
Commissioner House seconded the motion.  
VOTE: AYES unanimous
- 3) Manns Harbor Community Center  
Commissioner House motioned to reappoint Clyde Gard and Bonny Sawyer.  
Commissioner Bateman seconded the motion.  
VOTE: AYES unanimous
- 4) Juvenile Crime Prevention Council  
Commissioner House motioned to reappoint Melinda Mogowski, Stephen Wescott, Jennifer Alexander, Michael Lewis, Tim White and Marsha Ribner-Cady  
Commissioner Tobin seconded the motion.  
VOTE: AYES unanimous
- 5) Veterans Advisory Council  
Vice-Chairman Overman motioned to reappoint Richard Probst and Marsha Brown  
Commissioner Bateman seconded the motion.  
VOTE: AYES unanimous
- 6) Fessenden Center Advisory Board  
Vice-Chairman Overman motioned to reappoint Kenneth Brite, Keith Durham, Hali Easley and John Griffin.  
Commissioner House seconded the motion.  
VOTE: YES unanimous
- 7) Hatteras Community Center  
Commissioner Tobin motioned to reappoint Laura C. Young and Rom Whitaker.  
Vice-Chairman Overman seconded the motion.  
VOTE: AYES unanimous
- 8) Dare County Waterways Commission  
Vice-Chairman Overman motioned to reappoint Danny Couch, Ernie Foster, Natalie Perry Kavanagh and Steve Coulter.  
Commissioner House seconded the motion  
VOTE: AYES unanimous
- 9) Dare County Transportation Advisory Board  
Commissioner Couch motioned to reappoint Ginny Zdanski.  
Commissioner Bateman seconded the motion.  
VOTE: AYES unanimous
- 10) East Lake Community Center Board  
Vice-Chairman Overman motioned to appoint Erin Dennison.  
Commissioner House seconded the motion.  
VOTE: AYES unanimous

## **ITEM 11 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

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

### Commissioner Bateman

- He noted businesses were back. Even though seating was down at fifty percent restrictions, the revenues were up approximately ten percent.
- He had gone to Ocracoke, Hyde County and Buxton and noted they were all also doing well with visitor traffic and business.
- The absence of the arrival of summer J1 visa students was adding to business difficulties, and it was difficult to employ enough servers and professional cooks. His business, currently down twelve employees, had found it necessary to cross-train staff and the possible need to change business hours. He added it was possible J1 students from the Turkish population may arrive at the end of June.
- He commented on the new flood insurance premiums and offered his own personal example of how repairing his flooded Ocracoke home and raising it ten feet above the flood plain had dramatically reduced the yearly flood premium.

### Vice-Chairman Overman

- The Vice-Chairman commented it was his fervent hope that the anarchy we are seeing on a daily basis would be dealt with by the proper authorities in the cities and states where it was occurring. He added the death of Mr. George Floyd had been a travesty; and while we mourn his loss, justice would be served. Peaceful protests on his behalf were entirely understandable and justified; however, riots, looting, arson, destruction of property and violence was not. He remarked the governor of North Carolina should act quickly to prevent any further devastation of lives and property in our state.

### Commissioner House

- He thanked the service pin recipients and all staff for their dedicated years of service and congratulated Joann Selby on her retirement.
- He offered condolences to the family of Jonathan Robinson, a Carteret County Commissioner and a strong advocate for commercial fisherman.
- In 2019, the commercial fishing industry was rated as the 9<sup>th</sup> highest regulated industry; and in 2020 it is noted as being the 7<sup>th</sup> highest regulated. The North Carolina Coastal Fisheries Reform Group has filed a lawsuit against NC regulators and against six trawling companies to prevent trawling for shrimp in Dare County’s sound. He emphasized the North Carolina trawling industry was leading the nation in by-catch reduction and typically 90% of what they catch were sellable fish.
- For a day in history to commemorate, he noted it had been a year since the tragic shootings at the Virginia Beach municipal offices.
- He echoed the comments of Vice-Chairman Overman as he expressed disgust over the recent violence, looting and anarchy after George Floyd’s death. Reprehensive police actions should not be tolerated and the County law enforcement was noted for going “the extra mile every day”.



### Commissioner Ross

- The Albemarle Commission, currently operating with an acting executive director, was in the final stages of negotiation with a senior, well-experienced candidate; and he would provide an update later. The Commission continued to operate under continuing pressure, especially in the area of Agency on Aging, with additional requirements, home visits and wellness checks. Volunteers were no longer willing to volunteer for fear of exposure to Covid-19. He would continue to offer all of the support from the Board in the way of funding, additional staffing or whatever that particular group may need at this time.
- He noted the Covid-19 statistics of the state. Currently there were reported 886 total deaths in the last ninety days; and the percentage of nursing home deaths remained constant at 84% of the fatalities. The state had not been able to curtail and eliminate the enormous risk to the vulnerable population in congregate living facilities.

### Commissioner Tobin

- He agreed with the nursing home concerns of Commissioner Ross and added he had recently contacted State Ombudsman. As a member of the Nursing Home Community Advisory Council, responsible for patients' rights, they had been restricted from going into the nursing homes. The facility staff had been allowed entry, but no oversight agency had been able to gain entry. His conversations with the Ombudsman had not produced remedy at this time. He commented the County had been blessed at its' facilities during the pandemic with few staff cases and no patient transmission.
- He reported the dredge project was still at the attorney's office. He hoped later this week the contract would be released for review, signature and project kick off.

### Commissioner Couch

- He followed up with his concern over the J1 Visa student situation and their impact on the area's tourist industry. He noted it was critical to have them as the area opens. Currently restaurateurs, retail and hospitality businesses were understaffed but they were taking charge and getting it done. He said Hatteras had been at rental capacity for a few weeks with managers and staff going the extra mile with late operating hours. Forbes recently listed the Outer Banks as the safest place to go during Covid-19 and although the beginning of the 2020 season was different, the season was now here and he thanked all of the hospitality business and the County employees that added to its success.
- Nancy Griffin, of the Children Youth Partnership Board, was recovering and Sara Sampson would be filling in during her continued rehabilitation. He enjoyed being a part of their board, as they so much for area youth.

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

### County Manager Outten:

Mr. Outten reported a change in the tax office, which previously had four personal property tax employees, who reported to an appraiser. The office manager was now the personal property supervisor and the four personnel report to that supervisor. The required change in grade for the personal property supervisor was a budget neutral move with the new hires coming in at lower salaries. The Board had previously authorized the County Manager to make departmental changes as long as they were budget neutral.

County Manager Outten provided an update on the Manteo Commons property. He indicated the town was busy and merchants had complained parking was a problem. The Town requested utilizing the Manteo Commons area for temporary parking. In Dare County’s lease with Manteo, the terms require a parking lot be included. They had requested the use of the property as a temporary 35-37 car parking lot area, with the likelihood some of work could remain for the permanent parking. The town had applied for grants and the county had recently provided a letter of support, a requirement of one of the grants. It was hoped the project would begin soon.

**MOTION**

Vice-Chairman Overman motioned to allow the Town of Manteo to utilize the Manteo Commons area as temporary parking.

Commissioners Tobin and House seconded the motion.

VOTE: AYES unanimous

Finance Director had nothing further to report.

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

**MOTION**

Commissioner House motioned to adjourn the meeting.

Commissioner Tobin and Ross seconded the motion.

VOTE: AYES unanimous

At 10:27 a.m., the Board of Commissioners adjourned until 5:00 p.m., June 15, 2020.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Cheryl C. Anby, Clerk to the Board

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

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



*Board Appointments*

**Description**

The following Boards have appointments this month.

1. Dare County Board of Adjustment
2. Game and Wildlife Commission
3. Roanoke Island Community Center
4. Airport Authority

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Dare County Board of Adjustment*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

June, 2020

**DARE COUNTY BOARD OF ADJUSTMENT**

(Three Year Term)

The Board of Adjustment meets to hear variances and appeals related to land use issues in the unincorporated areas of Dare County. The Chair is appointed by the Board of Commissioners and the Planning Department serves as administrative staff for this Board.

The following terms have expired:

**Edward Mann, Jr.**

(Current Term 5/17 - 5/20)

**Anna Creef**

(Current Term 5/17 - 5/20)

(Originally Apptd. 6/03)

Both would like to be reappointed.

**Applications have been received from:**

Kermit Skinner, Jr., Michelle E. Lewis,  
Allen Moran, William Simmonds and  
Amanda Hooper Walters

**Other Members:  
See attached list**

**DARE COUNTY BOARD OF ADJUSTMENT**

(Initial Staggered Term/Three Year Term)

**The Board of Adjustment meets to hear variances and appeals related to land use issues in the unincorporated areas of Dare County. The Chair is appointed by the Board of Commissioners and the Planning Department serves as administrative staff for this Board.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Jay Hart, Chairman P.O. Box 1782 Kill Devil Hills, NC 27948 207-7900 Colington Area	5-30-21	Apptd. 4-05 Reapptd. 5/06,09,12,15 18
<b>Edward Mann, Jr.</b> 415 Highway 64 Manteo, NC 27954 423-1215 eddiemann86@gmail.com Roanoke Island	<b>5-30-20</b>	Apptd. 5/17
Thomas Murphy P.O. Box 147 Rodanthe, NC 27968 987-2656 Hatteras Island	5-30-22	Apptd. 6-03 Reapptd. 5-04,07,10,13, 16, 19
Shelly R. Jones 5013 Martins Point Road Kitty Hawk, NC 27949 261-8878 shellyjones@gmail.com Martins Point Area	5-30-22	Apptd. 10/17 Reapptd. 5/19
<b>Anna Creef</b> 5297 Mashoes Rd. Manns Harbor, NC 27953 473-3339 Dare Mainland	<b>5-30-20</b>	Apptd. 6-03 Reapptd.5-05,08,11,14, 17

**ALTERNATES**

Vacant  
Vacant

**NOTES:**

CONTACT INFO: Donna Creef, Planning Director  
MEETING DATE: No Set Date

Jay Hart filled unexpired term of Jacob Maestas 4/05.  
Andrew Keeney replaced David Overton (alternate) 4/05.  
Patricia Austin appointed to fill unexpired term of Michael Egan 5/06.  
Roland Bowser replaced Patricia Austin 5/08  
Edward Mann, Jr replaced Roland Bowser 5/17  
Shelly Jones filled unexpired term of David Jones who resigned 10/17.  
Jay Hart appointed Chairman 11/17

**REVISED 5/20**



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice Waterways Commission

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

3<sup>rd</sup> choice Zoning Board of Adjustment

Name Kermit W. Skinner, Jr.

Address 166 Cannon Trail

City/State/Zip Manteo NC 27954

Email Address kermit122@charter.net

Telephone Home: 252 305 5501

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: Retired Town Manager, Town of Manteo

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

Educational background:

Bachelor's Degree--Urban Studies and Planning Masters Degree Public Administration

Municipal and County Administration UNC Chapel Hill School of Government

Business and civic experience and skills:

30 years experience in local government as the Town Manager of the Town of Manteo

\_\_\_\_\_

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

None at the moment.

REFERENCES

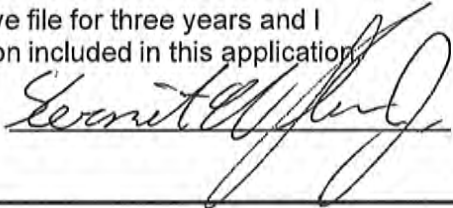
List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Bobby Owens	Mayor, Town of Manteo	PO Box 246 Manteo	252 256 0668
Mike Kelly	Local Businessman	PO Box 1089 NH	252 202 4116
Danny Couch	Local Businessman/DC Commissioner		252 475 4477

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

Date: June 28 2019

Signature of applicant:



FOR OFFICE USE ONLY:

Date received: 7/1/19

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice Zoning Board of Adjustment

2<sup>nd</sup> choice Land Transfer Tax Appeals Board

3<sup>rd</sup> choice Library Board (East Albemarle Region)

Name Michelle Estelle Lewis

Address 514 Sir Walter Raleigh Street

City/State/Zip Manteo, N.C. 27954

Email Address MichelleELewis@gmail.com

Telephone Home: (252)473-3151

Business: (203)823-7478

Resident of Dare County:  yes  no

Occupation: Clergy- Youth Director Mount Olivet UMC

Business Address: 300 Ananias Dare Street Manteo, N.C.

Educational background:

B.A.-ECSU, M.A. Regent Univ., M.E.S.c.- Yale Univ.,

M.Div. Yale Univ., Doctorate- Emory Univ.

Business and civic experience and skills:

I have worked both nationally and internationally, and  
served as an advisor at the U.N. for a period of time.

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

I do not currently serve on other boards, and am willing  
to serve where my skills can be best used.

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Susan Lee	Dare Co. Teacher Ret.	N.C.	(252) 441-1450
Craig Fitzsimmons	Clergy-Ret.	N.Y.	(573) 356-9516
Marsha Lee	NPS-Ret.	N.C.	(510)750-8879

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

Date: 3/6/2019 Signature of applicant: \_\_\_\_\_

FOR OFFICE USE ONLY:

Date received: 3-6-19



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

- 1<sup>st</sup> choice Planning Board      4.) Board of Adjustment
- 2<sup>nd</sup> choice ABC Board      5.) Equalization & Review
- 3<sup>rd</sup> choice Tourism Board      6.) Health & Human Services

Name Allen Moran

Address 381 Mother Vineyard Rd

City/State/Zip Manteo, NC 27954

Email Address allenm@darenc.com

Telephone Home: (252) 423-1309

Business: (252) 475-9222

Resident of Dare County:  yes       no

Occupation: Police Officer / Real Estate Broker / Restaurateur

Business Address: 7623 S. Virginia Dare Trl Nags Head, NC

Educational background:

NC licensed real estate broker, NC Justice Academy,

College of the Albemarle

Business and civic experience and skills:

Rotary International Community Service Chair (Manteo, 2012),

U.S. Restaurant Association Board Member

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

NCDOT Board, Roanoke Island Community Center,  
Albemarle Regional Planning Organization,  
Peanut Belt Regional Planning Organization

#### REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>RV Owens</u>	<u>Self-Employed</u>	<u>Manteo, NC</u>	<u>216-8079</u>
<u>Doug Daughtie</u>	<u>Sheriff (Dare)</u>	<u>KDH, NC</u>	<u>216-9898</u>
<u>Marc Basnight</u>	<u>Retired</u>	<u>Manteo, NC</u>	<u>216-6703</u>

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

Date: 02/02/2016 Signature of applicant: Ally M

FOR OFFICE USE ONLY:

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

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Dare County Waterways Commission

2<sup>nd</sup> choice Dare County Board of Adjustment

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

Name William Simmonds

Address 147 W. Oak Knoll Dr

City/State/Zip Nags Head, NC 27959

Email Address wsimm1017@gmail.com

Telephone Home: 321-607-4241

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: Recently retired NASA, Kennedy Space Center, Florida

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

Educational background:

BS Mechanical Engineering, Old Dominion University, Masters Engineering Management, George Washington University

Business and civic experience and skills:

Solid Waste Advisory Board - Hampton, Virginia, 1989-1992, Project Manager, (PM) KSC Railroad Bridge upgrades,

PM, Indian River Dredging Project, KSC, NASA & AF Barge and Wharf Terminal Improvement Project, Brevard County, Florida, Youth Science Fair Judge.



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

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REFERENCES

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

Name	Business/Occupation	Address	Telephone
Steve Milton, PM Chief, NASA	Mail Code LX-D1	John F. Kennedy Space Center, FL	32899 (321) 867-5965
Eric Anderson, Launch & Ops Div. Chief,	Mail Code VAE00	John F. Kennedy Space Center, FL	32899 (321) 867-5000
Ross A. Kearney, retired, former Mayor	Hampton of City,	328 Darby Ave. Hampton, Va.	23663 (757)-268-4081

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

Date: 08/03/2017 Signature of applicant: *Quinn D. Lewis*

FOR OFFICE USE ONLY:

Date received: 8/9/17

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

- 1<sup>st</sup> choice Parks and Recreation
- 2<sup>nd</sup> choice Northeastern Workforce Development
- 3<sup>rd</sup> choice Zoning Board of Adjustments

Name Amanda Hooper Walters

Address 1202 9th Ave

City/State/Zip Kill Devil Hills, NC 27948

Email Address manda.hooper@icloud.com

Telephone Home: 252-202-9923

Business: 252-202-9923

Resident of Dare County:  yes  no

Occupation: Property Manager

Business Address: 1202 9th Ave. KDH, NC 27948

Educational background:  
Bachelor of Science, Business Admin, ECU  
Assosicate of Arts, College of the Albemarle

Business and civic experience and skills:  
Outer Banks Mommy and Me, Board Member 2009-2011: OBX Aquatics Board  
Member, 2014-2016: Outer Banks Local Food Council 2013-2016

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

n/a

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Karen Brown	Chamber of Commerce		252-441-8144
Bob Peele	Wachese Industrial Park		252-473-5867
Sandy Semans	133 Bayview Dr.	Stumpy Point,	252-305-7284

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

Date: 2/3/2018 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 2/6/18



*Game and Wildlife Commission*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

July, 2020

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

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

The following have terms to expire this month:

**Kyle Perry**

(Current Term 7/17– 7/20)

**Missy McPherson**

(Current Term 7/17– 7/20)

**Robert Owens**

(Current Term 7/17 – 7/20)

**George Henderson.**

(Current Term 7/17-7/20)

(Originally Apptd. 8/77)

**Kyle Perry, Missy McPherson, Robert Owens and George Henderson  
would like to be reappointed.**

Applications have been received from:

**John Cook**

**David Hines**

**Ralph Shaylor Meekins**

Other Members: See attached list



**DARE COUNTY GAME AND WILDLIFE COMMISSION**  
 (Staggered/Three Year Terms)

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

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
<b>Kyle Perry</b> 50304 Snug Harbor Drive Frisco, NC 27936 996-0186 (H) 995-5366 (W) kyle@friscorodandgun.com	7-20	Apptd. 7/17
<b>Missy McPherson</b> 119 Margaret Court Manteo, NC 27954 473-6831 (H) 216-6831 (C) 473-1292 (W) missyseca@hotmail.com	7-20	Apptd. 7/17
Timmy Midgett P.O. Box 250 Manns Harbor, NC 27953	7-23	Apptd. 8/16 Reapptd. 7/19
Mike Johnson P.O. Box 9 Wanchese, NC 27981 441-6958 (H) 473-8262 (W)	7-23	Apptd. 11/05 Reapptd. 7/07,10,13,16, 07/19
Edward "Bow" Meekins P.O. Box 532 Wanchese, NC 27981 423-1403 (H) 473-1803 (W)	7/23	Apptd. 7/13 Reapptd. 7/16,19
<b>Robert Owens</b> 711 Carolina Court Manteo, NC 27954 202-3425 (W) homedevlopment@yahoo.com	7-20	Apptd. 7/17
<b>George Henderson</b> PO Box 606 Manteo, NC 27954 256-0596 (C) <a href="mailto:lforester924@gmail.com">lforester924@gmail.com</a>	7-20	Apptd. 8/77 Reapptd. 8/90, 7/92, 7/94, 8/97, 8/00, 7/02,05,08 11,14,17
Dr. Andrew F. Horne 6405 N. Croatan Hwy. Kitty Hawk, NC 27949 261-2250 (W) 261-2725 (H)	7-21	Apptd. 10/97 Reapptd. 8/00, 7/03,06,09,12,15 7/18
Phil Haywood 2473 Colington Rd. Kill Devil Hills, NC 27948 441-5705	7-21	Apptd. 8/90 Reapptd. 7/92, 7/94, 8/97, 8/00, 7/03,06,09,12,15,18

Harvey Scarborough, Jr. 7-21 Apptd. 7/11  
P.O. Box 571 Reapptd.; 7/12,15,18  
Avon, NC 27915

Buddy Shelton 7-21 Apptd. 7/18  
291 Bayview Drive  
Stumpy Point, NC 27978  
473-5572  
buddy.shelton59@gmail.com

**NOTES:**

**MEETING INFO:** Once a month, August – December, 7 p.m., Rm. 168, Dare County Adm. Building

**CONTACT INFO:** Harvey Scarborough, Jr., Chairman  
Melva Garrison, Game and Wildlife Clerk

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

Bill Walker replaced Randy O'Neal 8/86; Phil Haywood replaced Robert D. Parker 1986.  
Sonny Briggs replaced Ken Mann 8/90; David Pruitt replaced Gary Dowdy 8/93.  
Leland Midgett replaced Allen Burrus & Barry Martin replaced John Booth, Jr. 7/94.  
Bryan Perry replaced Leland Midgett 8/94.  
Gen. Statute required term to be for three years. Changed terms at direction of County Attorney. (6/24/96)  
William H. Wilson replaced Barry Martin and Allan Newcomb replaced Ray Scarborough 8/97.  
Dr. Andrew F. Horne replaced Allan Newcomb 10/97.  
Timmy Midgett appointed to fill unexpired term of Harry Mann 12/98.  
**In order to create staggered terms enacted by the Gen. Assembly, Attorney Al Cole recommended the following: Reappoint Timmy Midgett, David Pruitt, Bill Walker for 1 yr.; Reappoint Bryan Perry, Earl Ray Mann, Sonny Briggs, George Henderson for 2 yrs; Reappoint Andrew Horne, Phil Haywood, William Wilson, Manson Meekins for 3 yrs. This action was done at the 8/7/00 DCBC mtg.**  
Mike Johnson apptd. to fill unexpired term of David Pruitt 11/05; Buddy Shelton replaced Earl Mann 7/08.  
Harvey Scarborough, Jr. appointed to fill unexpired term of William Wilson, 7/11.  
Phil Sawyer appointed to fill unexpired term of Manson Meekins 9/11.  
Edward "Bow" Meekins replaced Bill Walker 7/13; Eddie Twyne replaced Timmy Midgett 7/16.  
Timmy Midgett apptd. to fill unexpired term of Eddie Twyne 8/16.  
Mr. Twyne unable to serve due to work schedule conflict.  
Kyle Perry replaced Bryan Perry and Missy McPherson replaced Buddy Shelton 7/17  
Robert Owens replaced Sonny Briggs 7/17  
Buddy Shelton replaced Phil Sawyer who resigned & did not want to be reappointed 7/18

**REVISED 6/20**



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Parks and Rec Board

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

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

Name John Cook

Address 109 Brakewood Rd

City/State/Zip Manteo, NC 27954

Email Address foresterjc@gmail.com

Telephone Home: 305-8122

Business: 252-542-0119

Resident of Dare County:  yes  no

Occupation: Forest Ranger - State of NC

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

Educational background:

BS Natural Resources, Masters in Forestry, NCSU

Business and civic experience and skills:

6+ years Dare Youth Sports Coaching

experienced in Environmental Education

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

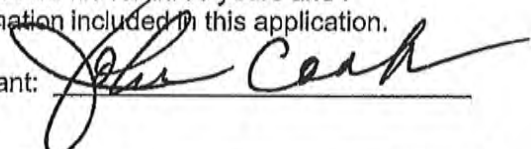
\_\_\_\_\_  
\_\_\_\_\_

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Dean Tolson	clerk court	- 2167114	
Bob Peele	Wanchese Industrial Park		4735867
Boone Vandzura	NPS Park Ranger		4758307

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

Date: 4/5/2019 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 4-5-19

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice PLANNING BOARD

2<sup>nd</sup> choice GAME & WILDLIFE COMMISSION

3<sup>rd</sup> choice EQUALIZATION AND REVIEW BOARD

Name DAVID HINES

Address 306 FIRST FLIGHT RUN

City/State/Zip KITTY HAWK, NC 27949

Email Address DAVID@COASTALNC.NET.COM

Telephone Home: N/A

Business: 252-573-9547

Resident of Dare County:  yes  no

Occupation: REAL ESTATE / CONSTRUCTION & DEVELOPMENT

Business Address: 3210 NORTH CROATAN HIGHWAY SUITE 1A  
HILL DEVIL HILLS, NC 27948

Educational background: ATTORNEY NC STATE

Business and civic experience and skills:

NUMEROUS COMMITTEES IN THE PAST WITH OBAR



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

CURRENT MEMBER, THE BOARD OF ADJUSTMENT TOWN OF  
Kitty Hawk.

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>ERVIN BATEMAN</u>	<u>RESTAURANT OWNER</u>		<u>252-202-1072</u>
<u>ROBERT WOODARD</u>	<u>TOWNE INSURANCE</u>		<u>252-702-7219</u>
<u>DAVID JOYNER</u>	<u>TOWNE BANK MORTGAGE</u>		<u>252-599-1714</u>

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

Date: 02/07/19 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 2/7/19

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

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

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

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

Name Ralph Shaylor Meekins

Address 1153 FR Daniels RD PO Box 236

City/State/Zip Wanchese NC 27981

Email Address shaylor @ Blackwellboatworks.com

Telephone Home: (252) 207-1856

Business: (252) 473-1803

Resident of Dare County:  yes  no

Occupation: Boat builder

Business Address: PO Box 236 Wanchese NC 27981

Educational background:

Wanchese Christian Academy - CoA

Business and civic experience and skills:

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

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

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

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Edward Lee Mann	County waist	410 The Lane-Winter	(252) 473-0134
Mike Daniels	<del>fish</del> fish house		(252) 473-2648
Izeke Simpson	Galope Roofing		(252) 305-1320

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

Date: 7-11-17 Signature of applicant: Ralph J. [Signature]

FOR OFFICE USE ONLY:

Date received: 7-18-17



*Roanoke Island Community Center*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



**June, 2020**

**ROANOKE ISLAND COMMUNITY CENTER BOARD**

(Two Year Term)

The following have terms that expire this month:

**Kelli Harmon, Lynette Ford and Daniel Selby**

**All would like to be reappointed**

An application has been received from:

Stephanie J. Harkness-Moxley

Other Members:  
See attached list

**ROANOKE ISLAND COMMUNITY CENTER**

(Two Year Term)

**This Board operates and maintains the community center facility and amenities for the use and benefit of all members of the community.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Jonique Lee 1014 Burnside Rd. Manteo, NC 27954 216-6464 (C)	6-21	Apptd. 6/15 Reapptd. 17,19
Betty Selby P.O. Box 1485 Manteo, NC 27954 473-3570(H) 473-1151(W)	6-21	Apptd. 1/06 Reapptd. 6/07,09,11,13 15,17,19
<b>Kelli Harmon</b> 723 Pirates Way Manteo, NC 27954 910-286-1660 (H)	<b>6-20</b>	<b>Apptd. 7/15</b> Reapptd. 6/16,18
<b>Lynette Ford</b> 104 Elsie Daniels Lane Manteo, NC 27954 305-5748 (H) 449-7000 ext. 2466 (W) <a href="mailto:fordly@daretolearn.org">fordly@daretolearn.org</a> <a href="mailto:lynettedford5748@gmail.com">lynettedford5748@gmail.com</a>	<b>6-20</b>	<b>Apptd. 6/18</b>
Allen Moran 381 Mother Vineyard Rd. Manteo, NC 27954 423-1309 (H) 475-9222 (W)	6-21	Apptd. 6/15 Reapptd. 17,19
<b>Daniel Selby, Ch.</b> P.O. Box 1544 Manteo, NC 27954 216-8226	<b>6-20</b>	<b>Apptd. 9/06</b> Reapptd.6/08,10,12 14,16, 18
Clarence Lewis 514 Sir Walter Raleigh Street Manteo, NC 27954 473-3151	6-21	Apptd. 6/18, 19

**NOTES:**

Meeting Date: 1<sup>st</sup> Weds. of each month, 6:00 pm at the RI Comm. Ctr.  
Betty Govan replaced Lemuel Anderson 8/91; Beulah Charity replaced Jerome Selby 6-93.  
Wilford Wescott replaced Snooks Tillett 6/97; Arvilla Bowser replaced Wilford Wescott 6/99.  
Earl W. Bryant replaced Betty Selby 9/01; Roland Bowser filled term of Earline Simmons 1/06.  
Betty Selby filled unexpired term of Dell Collins 1/06.  
Willie Brickhouse filled unexpired term of Arvilla Bowser 4/06.

Daniel Selby filled unexpired term of Earl Bryant 9/06.  
Jonique Lee, Allen Moran & David Twiddy replaced Roland Bowser, Dorothy Tillett & Willie  
Brickhouse 6/15  
Kelli Harmon filled unexpired term of John Daniels 7/15.  
Willer Spencer replaced David Twiddy 6/17; Lynette Ford replaced Doris Creecy 6/18  
Clarence Lewis filled unexpired term of Willer Spencer 6/18, reappointed 6/19

**REVISED 6/20**

APPLICATION FOR APPOINTMENT TO  
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Advisory Board or Committee interested in:

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

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

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

Name Stephanie J. Harkness-Moxley

Address 152 Brakewood Rd

City/State/Zip Manteo, NC 27954

Email Address smoxley@madriver.com

Telephone Home: 843-540-2358 (cell)

Business: 252-573-8248

Resident of Dare County:  yes  no

Occupation: Paralegal

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

Educational background:

Bachelor of Arts in International Studies from The Ohio State University

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

Business and civic experience and skills:

Please see attached resume.

Other Boards/Committees/Commissions on which you presently serve:  
Manteo MS PTO: Volunteer Cord.; Premier Soccer Manteo, Inc.: Secretary;

Outer Banks Youth Soccer Assoc.: Secretary, Director Concessions;

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Josh Deal	Atlantic Flooring, owner	502 Hwy 64, Manteo	305-4037
Susan Harman-Scott	Attorney	207 QE Ave., Ste. 101, Manteo	573-8248
Diane Bognich	Finance Officer, OBX Inc.,	1 Vist. Ctr. Cir., Manteo	256-0588

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

Date: 5/4/2018 Signature of applicant: *Suzanne Harman-Meyers*

FOR OFFICE USE ONLY:

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



**Stephanie Harkness-Moxley**

---

152 Brakewood Rd  
Manteo, NC 27954

(843) 540-2358  
smoxley@madriver.com

As I integrate into my new community, I hope to expand my participation in community and civic organizations.

**Susan Harman-Scott, Attorney at Law, PLLC**

**Manteo, NC – June 2016 to Present**

Paralegal for single practitioner office. Research and implement new technologies and case management software. Primary point of contact for clients, associated parties, and general public. Maintain and organize client files. Prepare documents for court and perform supporting research and background.

**McDougall Law Firm**

**Beaufort, SC – July 2015 to June 2016**

Litigation Paralegal supporting assigned attorneys with responsibilities for the maintenance and organization of files from opening of case to final disposition. Point of contact for clients, associated parties. Prepare all court documents, correspondence, evidence and supporting documentation, research and background.

**Bennett Law Firm, LLC**

**Ridgeland, SC – July 2014 to July 2015**

Litigation Paralegal in boutique law firm, supporting attorney in all stages of case development for civil litigation, family, simple probate and minor criminal matters.

**Tupper, Grimsley, & Dean, P.A. Beaufort, SC - July 2011 to July 2014**

Insurance Defense Litigation Paralegal supporting assigned attorneys with responsibilities for the timely and accurate preparation of documentation through all stages of a case including the initial response to new actions, discovery, mediation, and settlement or trial.

**LowCountry Legal Volunteers**

**January 2011 to July 2011**

Unpaid Student Intern: paralegal for a non-profit legal aid organization focusing mainly on family law issues for the under-serviced of Beaufort County.

**Lost Penguin Deli**

**Bluffton, SC - October 2006-July 2010**

Responsible for all aspects of small business ownership including business development and creation of social media and traditional advertising programs, inventory control and human resources.

**Certifications:** North Carolina Notary Public, Commission expires 7/7/2021

**Computer Proficiencies:**

Microsoft Office Suite including Entourage and Outlook for both Windows XP and Mac OS X (Mavericks) platforms; Word Perfect, LexisNexis, Westlaw, eCopy, TABS 3, Clio, Office365 and DropBox; iPad and iPhone mobile computing platforms for office connectivity while off site.

**Education:**

The Ohio State University, Bachelor of Arts: International Relations

Technical College of the Lowcountry, Paralegal Certificate from an ABA credentialed program, Honor graduate

**Community Involvement:**

Manteo Middle School Parent Teacher Organization: Volunteer Coordinator 2017-present

Premier Soccer Training Manteo, Inc.: Board of Directors, Secretary 2017- present

Outer Banks Youth Soccer Association: Board of Directors, Secretary, Director of Concessions 2017-present

Lower Coastal Soccer Academy: Board of Directors, Secretary 2011-2016; Developmental Coordinator 2014-2016; Team Manager for '04 travel team 2011- 2016

Beaufort Water Festival: Volunteer with Young Lawyers Association during Beaufort's premier festival 2011-2015





*Airport Authority*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

June 2020

**BOARD APPOINTMENT**

**AIRPORT AUTHORITY**

(Four Year Term)

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

**With the passing of Chad Jones, the Airport Authority Board reviewed the following applications:**

James R. Kenny  
David Crownover  
A. Gordon (Don) Milbrath

The Airport Authority Board recommends:  
David Crownover fill the unexpired term of Chad Jones to July, 2023

Other Members: See attached list

**AIRPORT AUTHORITY**

(Four Year Term)

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

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
George Henderson, Sec. P.O. Box 606 Manteo, NC 27954 473-2791	7-23	Reapptd. 7/87 91,95,99,03, 07,11,15,19
Joseph Blakaitis P.O. Box 8212 Duck, NC 27949 261-7513 (H), 973-723-4434 (C)	7-23	Apptd. 7/15,19
Walton P. Burkheimer, Jr "Pete" 302 Saint Louis Street Kill Devil Hills, NC 27948 757-478-5970	7-23	Apptd. 7/19
Wally Overman 549 Skyco Rd. Manteo, NC 27954 252-473-3433 (Commissioner Representative)	4-22	Apptd. 1/15 Reapptd. 4/18
Charles Davidson, Chairman 3618 Old Nags Head Woods Rd. Nags Head, NC 27959 715-0662 (H), 548-9141 (C) (Commissioner Appointee)	7-22	Apptd. 7/15 Reapptd. 7/18
Fred Newberry 267 N. Dogwood Trail Southern Shores, NC 27949 252-564-5108 (H)	8-22	Apptd. 1/16 Reapptd. 8/18
<b>Vacancy</b>	<b>7-23</b>	<b>Apptd. 7/19</b>
William Pope 4108 Lindbergh Ave. Kitty Hawk, NC 27949 255-0834 (H)	4-23	Apptd. 4/15 Reapptd. 4/19

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

7-22

Apptd. 10/13  
Reapptd. 4/15,

7/18

**Notes:**

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

Louise Dollard replaced Clarence Skinner who resigned 8/86; Phelpie Edmondson resigned 8/86.  
John Watkins replaced Dwight Wheless who resigned 4/87.  
Russell Langley replaced Orman Mann who resigned 10/84.  
Tommie Gray replaced Russell Langley who resigned 8/86.  
Ellis Gray, Jr. replaced Lionel Shannon who resigned 3/87.  
Phil Olear replaced Ellis Gray who resigned 2/90; Charles Elms replaced Jim Welch who resigned 2/90.  
William D. Smith replaced Ken Mann who resigned 2/90.  
Lester Scarborough replaced Phil Olear; Louise Dollard replaced Harold Gray.  
Clarence Skinner replaced Sonny Ambrose 1/93; Sammy Smith replaced Lester Scarborough.  
Glenn Futrell replaced Charles Elms 12/93; Paul Breaux replaced Mearl Meekins 3/94.  
Al Jones replaced R.D. Sawyer, Jr., Davis Balance replaced John Watkins 4/94.  
Charles Davidson replaced Louise Dollard, Dwight Burrus replaced Paul Breaux 8/94.  
Jack Overman replaced Dwight Burrus 2/96; Eugene Thomas replaced Davis Balance 10/96.  
Alvin Hibbs replaced Clarence Skinner 2/94; Jay Wheless replaced Glenn Futrell.  
Richard Johnson replaced Sammy Smith 4/99;  
Olin Davis replaced Al Jones, Warren Judge replaced Richard Mapp 7/99.  
Connie Brothers replaced Eugene Thomas 2/01; Linda Willey filled term of Warren Judge 2/01.  
Bill Plyler filled term of Olin Davis 11/01; George Wood filled unexpired term Alvin Hibbs 11/01.  
Jack Shea replaced Jack Overman 7/02; David Jack Kenny filled unexpired term of Bill Plyler 1/06.  
Steven C. Evans filled seat left vacant by Jay Wheless 4/07.  
Jon David Harden replaced Connie Brothers 4/07; Dwight Burrus filled term of David Jack Kenny 1/08.  
Phelpie Edmondson apptd to fill term of David Harden (resigned 1/11) 4/11.  
Ali Breaux replaced Steven Evans 8/11.  
Deke Bolte filled term of Dr. Charles Davidson, David Twiddy filled term of Ali Breaux 6/13.  
Jack Shea appointed as the Commissioner rep. to fill the term of Richard Johnson. Mr. Shea was originally appointed to the Airport Authority in July 2002; 10/13  
10/13 Max Dutton was appointed to fill the unexpired term of Jack Shea.  
12/14 Beverly Boswell was appointed to fill unexpired term of Max Dutton.  
1/15 Wally Overman was appointed to replace Beverly Boswell.  
4/15 William Pope replaced Phelpie Edmondson.  
7/15 Joseph Blakaitis replaced Linda Willey, Charles Davidson filled unexpired term of Dwight Burrus.  
9/15 Wally Overman is now Commissioner Representative & Jack Shea a regular member.  
11/15 Jack Thomson filled unexpired term of the late Deke Bolte.  
1/16 Fred Newberry filled unexpired term of the late Jack Thomson.  
7/19 – Walton P. Burkhimer, Jr. “Pete” replaced George H. Wood, Chad Jones replaced David Twiddy, V  
5/20 – Chad Jones deceased.

**REVISED 6/20**

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice Dare County Regional Airport

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

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

Name James R. Kenny

Address 4535 Hilltop Lane

City/State/Zip Kitty Hawk NC 27949

Email Address JimK@islandxpertees.com

Telephone <sup>cell</sup> Home: 252-256-0540

Business: 252-480-3890

Resident of Dare County:  yes  no

Occupation: Screen printing Island Xpertees

Business Address: 2224 30. Lark Ave Wags Bend

Educational background:  
US coast guard, some college

Business and civic experience and skills:

President Island Xpertees, founding member outer banks Relief foundation various charities

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

Ducks unlimited

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Charlie Davidson	3618 Old Nasshead Woods Rd Nasshead NC 27959	301 W. Fresh Pond Dr KDH 27948	252-548-9141
RV Owens	unit 1	po Box 243	252-216-8079
Jim Tobin		Wenaherber NC 27953	252-256-0629

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

Date: 12-12-19 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 12/12/19



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

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

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

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

Name David Crownover

Address 202 Landing Ln

City/State/Zip Manteo NC 27954

Email Address davecrownover@gmail.com

Telephone Home: cell # 717-829-6319

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: Retired

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

Educational background:

See Attached

Business and civic experience and skills:

See Attached



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

None

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REFERENCES

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

Name	Business/Occupation	Address	Telephone
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See Attached

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

Date: 4-28-2019 Signature of applicant: 

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FOR OFFICE USE ONLY:

Date received: 4-29-19

## **ATTACHMENT**

### **David Crownover -- Application for Appointment to Airport Authority**

#### **Educational Background**

B.S. Environmental Biology, Clarion State University, 1977

#### **Business and civil experience and skills**

Retired from PA state government with 35 years of service. Bought home in Manteo in 2004.

Worked at PA Department of Environmental Protection as Group Manager in the environmental remediation program. Managed multi-million dollar budget including procurement and management of consultants and contractors. This involved coordination of remediation and redevelopment projects with local governments that included many local government commissioner meetings, public hearings, etc. Also involved in managing both federal grants received by the state and state grants issued by our department to local governments and authorities.

Active pilot with instrument, multi-engine, and commercial ratings with tailwheel endorsement. Have flown into many airports all over the country.

My airplane is hangared at Dare County Airport. (Skyhawk N110BX)

Aircraft Commander in the Coast Guard Auxiliary. Coast Guard Auxiliary pilots fly our own aircraft for coastal patrols, and search and rescue missions, in support of USCG operations. Flight activities in NC are under the direction of the USCG Air Station Elizabeth City.

Member of Aircraft Owners and Pilots Association (AOPA)

Member of Experimental Aircraft Association (EAA)

Have flown my airplane into Oshkosh for the national EAA airshow a number of times.

Member of Mid Atlantic Air Museum, based at Reading PA.

I was very active member for many years volunteering at the museum and helping with the major WWII airshow held every year at the museum, and also traveling with the museum aircraft to participate in many airshows around the country.

## References

Charles Davidson -- Nags Head, NC  
cell # 252-548-9141  
email [airmax103@gmail.com](mailto:airmax103@gmail.com)  
Current Vice Chairman of the Dare County Airport Authority.

Robert (R.J.) Mills, Nags Head, NC  
home # 252-480-4629  
email [rj845@hotmail.com](mailto:rj845@hotmail.com)  
R.J. is a retired police officer and active pilot. He is active in Coast Guard Auxiliary Aviation on the Outer Banks.

James McKeever -- Hertford, NC  
cell # 252-340-5661  
email [jmckeever1601@gmail.com](mailto:jmckeever1601@gmail.com)  
Jim is retired from federal service and an active pilot. He is a pilot in the Civil Air Patrol. He is also active in Coast Guard Auxiliary Aviation on the Outer Banks.



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

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

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

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

Name A. Gordon (Don) Milbrath

Address 2711 S. Virginia Dare Trail

City/State/Zip Nags Head NC 27959

Email Address milbrathdon@gmail.com

Telephone Home: 252/441-2108

Business: 303/908-1579

Resident of Dare County:  yes  no

Occupation: Consultant/Restaurateur

Business Address: Colorado

Educational background:

BS In Business Admin, UNC at Chapel Hill

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

Business and civic experience and skills:

resume available upon request. Chairman Greenwood Village (CO)

Planning Board, President, Special Tax District (CO)

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

**Nags Head Board of Adjustments**

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REFERENCES

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

Name                      Business/Occupation                      Address                      Telephone

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

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

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

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

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

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FOR OFFICE USE ONLY:

Date received: 9/22/17



*Upcoming Board Appointments*

**Description**

The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager

## Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on Advisory Boards and Committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees that have terms expiring during the next three months. The list highlights when the item will be presented to the Board of Commissioners along with any special requirements that may pertain to the appointment.

Information about how to obtain and submit applications follows the list.

July 20, 2020

1. East Lake Community Center Board

Works to operate and maintain the East Lake Community Center for the use and benefit of all the residents of East Lake.

1 term expires

2. Library Board – East Albemarle Region

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

- 2 terms expire

3. Wanchese Community Center Board

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

- 2 terms expire



**August 3, 2020**

1. ABC Board

The Dare County Alcoholic Beverage Control (ABC) Board manages the sale of distilled spirits by promoting excellence in customer service, fiscal responsibility, operational effectiveness, and compliance with laws that govern the sale and use of alcoholic beverages in Dare County.

- 1 term expires

2. Dare County Advisory Board

The Advisory Board works to advise and promote goals and policies to enhance the Dare County Center's operations and community outreach.

- 5 terms expire

**September 8, 2020**

1. Health and Human Services Board

- The Consolidated Health & Human Services Board serves as the policy-making, rule-making, and administrative board for Dare County's Department of Health & Human Services. NCGS 153A-77 requires that "After the subsequent establishment of the Human Services Board, its Board shall be appointed by the Board of County Commissioners from nominees presented by the Human Services Board." In accordance with the General Statute, the Consolidated Human Services Board reviews all applications and submits names of nominees to the Board of Commissioners for approval. Must meet occupational requirements affiliated with expiring seats.

- 4 terms expire

**-----Instructions for Obtaining and Submitting Applications-----**

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website, or by calling Cheryl C. Anby, Clerk to the Board at 475-5800.



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

**Description**

Remarks and items to be presented by Commissioners and the County Manager.

**Board Action Requested**

Consider items presented

**Item Presenter**

Robert Outten, County Manager



*Closed Session*  
*The Dare County Board of Commissioners will go into Closed Session*

**Description**

Closed Session pursuant to:  
NCGS 143-318.11(a)(3) consult with the attorney in order to preserve the attorney-client privilege including the matter of the opioid lawsuit, the Bailey lawsuit and the Blackburn lawsuit.

The Board will also approve previous Closed Session Minutes for 10/7/2019 and 5/18/2020

**Board Action Requested**

Approve Going Into Closed Session

**Item Presenter**

County Manager, Robert Outten