



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

## DARE COUNTY BOARD OF COMMISSIONERS

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

Monday, January 07, 2019

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

### AGENDA

- 9:00 AM**      **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1**      Opening Remarks - Chairman's Update
- ITEM 2**      Presentation of County Service Pins
- ITEM 3**      Employee of the Year - 2018
- ITEM 4**      Employee of the Month
- ITEM 5**      Public Comments
- ITEM 6**      Presentation from the Coastal Studies Institute
- ITEM 7**      Monday Night Alive - Funding Request
- ITEM 8**      Hatteras Recycle LLC Proposal for Reducing Tipping Fees
- ITEM 9**      Golf Carts in Martin's Point and Manns Harbor
- ITEM 10**      Commercial Services Zoning District - Review of Uses
- ITEM 11**      Flood Map Update
- ITEM 12**      NCDOT Right of Way & Temporary Construction Easements
- ITEM 13**      Consulting Assistance For Legislative Issues
- ITEM 14**      Presentation of June 30, 2018 Audit Results and Comprehensive Annual Financial Report
- ITEM 15**      **Public Hearing – 10:00 a.m.**  
Revision of Ordinance Chapter 91 Section 91.033 - General Care and Tethering of Dogs

(Continued on other side)

- ITEM 16** Consent Agenda
1. Approval of Minutes (12.03.18)
  2. NCDOT Colington Road Widening Project - Agreement, Capital Project Ordinance, and Budget Amendment
  3. Emergency Management LEPC & HSGP Grants
  4. System Statement of Work
- ITEM 17** Board Appointments
1. Albemarle Commission - Board of Directors
  2. Dare County Tourism Board
  3. Juvenile Crime Prevention Council
  4. Nursing Home Community Advisory Council
  5. Older Adult Services Advisory Council
  6. Upcoming Board Appointments
- ITEM 18** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 5:00 P.M. ON **TUESDAY**, JANUARY 22, 2019



*Opening Remarks - Chairman's Update*

**Description**

Dare County Chairman Robert Woodard will make opening remarks.

**Board Action Requested**

Informational Presentation

**Item Presenter**

Chairman Robert Woodard



*Presentation of County Service Pins - January 2019*

**Description**

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

1. Allison Woodard, Social Worker II, 10 Year Pin
2. Kenneth Melton, Detention Shift Leader, 15 Year Pin

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager

January, 2019

## **Presentation of County Service Pins**

1. Allison Woodard, Social Worker II, 10 Year Pin  
- Presented by Katie McCarron
2. Kenneth Melton, Detention Shift Leader, 15 Year Pin  
-Presented by Allen Moran



*Employee of the Year - 2018*

**Description**

The Employee of the Year Award will be presented.

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager



Employee of the Month

**Description**

The Employee of the Month Certificate will be presented.

**Board Action Requested**

None

**Item Presenter**

To Be Determined.



*Public Comments*

**Description**

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

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

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

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager





*Presentation from the Coastal Studies Institute*

**Description**

A report will be given by Reide Corbett, Executive Director of the Coastal Studies Institute (CSI), on activities at the multi-institutional research and education partnership.

**Board Action Requested**

None - Information Presentation

**Item Presenter**

Reide Corbett, Ph.D., Coastal Studies Institute

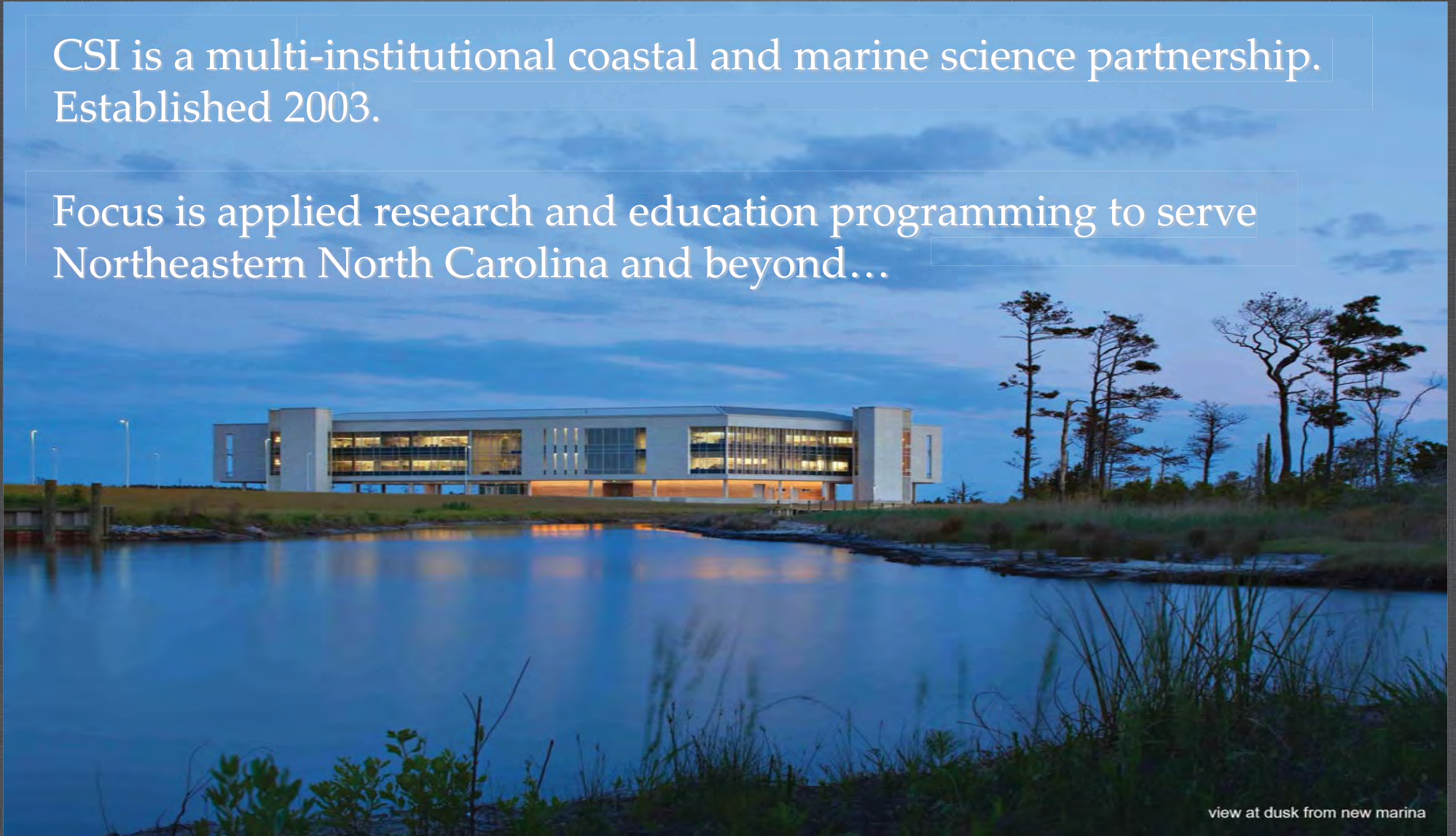


# Coastal Studies Institute



CSI is a multi-institutional coastal and marine science partnership.  
Established 2003.

Focus is applied research and education programming to serve  
Northeastern North Carolina and beyond...



view at dusk from new marina

## *Program Areas*

- Estuarine Ecology and Human Health
- Coastal Processes
- Coastal Engineering and Ocean Energy
- Public Policy and Coastal Sustainability
- Maritime Heritage

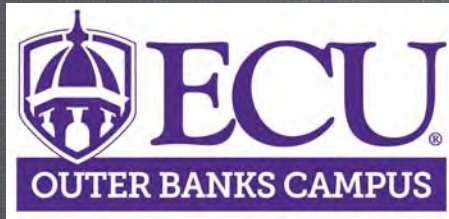
## *CSI Partner Universities*

- **East Carolina University** (ICP – Integrated Coastal Programs)
- **Elizabeth City State University** (Center for Coastal Habitat Research)
- **NC State University** (CMAST - Center for Marine Science & Technology)
- **UNC Chapel Hill** (IMS - Institute for Marine Science)
- **UNC Wilmington** (Center for Marine Science)

# UNC-CSI Campus – Completed in December 2012



- ~200 Acre site
- 55,000 Square feet Research & Education Building
- Seven Classrooms and Wetlabs
- Distance Education Equipped
- 11 Labs
- LEED (Gold) certification



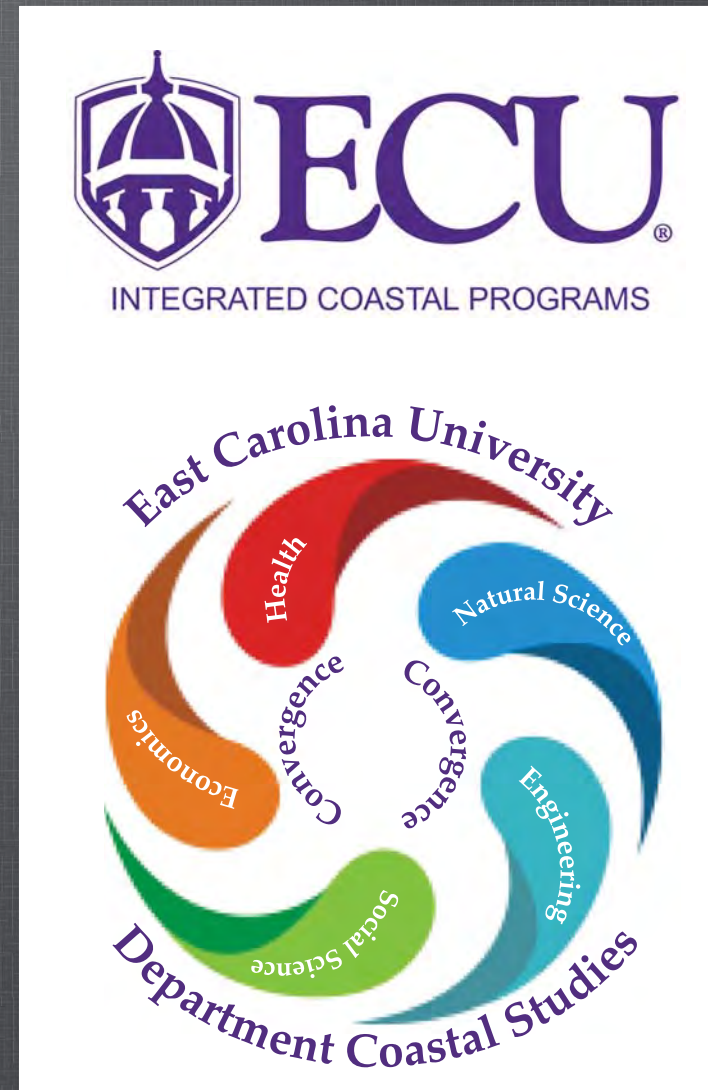
A vibrant ECU research campus on Roanoke Island broadening our focus beyond coastal research, to include tourism and hospitality, partnerships with CoA and the Dare County community, linking Arts and Science with continued collaboration between ECU and Pocosin Arts.

## Our Vision

An internationally recognized leader in transdisciplinary coastal and marine research, education, and engagement, using scientific advances to provide effective solutions to complex problems along the land-sea interface, helping coastal communities, ecosystems, and economies thrive.

*ECU is taking an interdisciplinary approach*

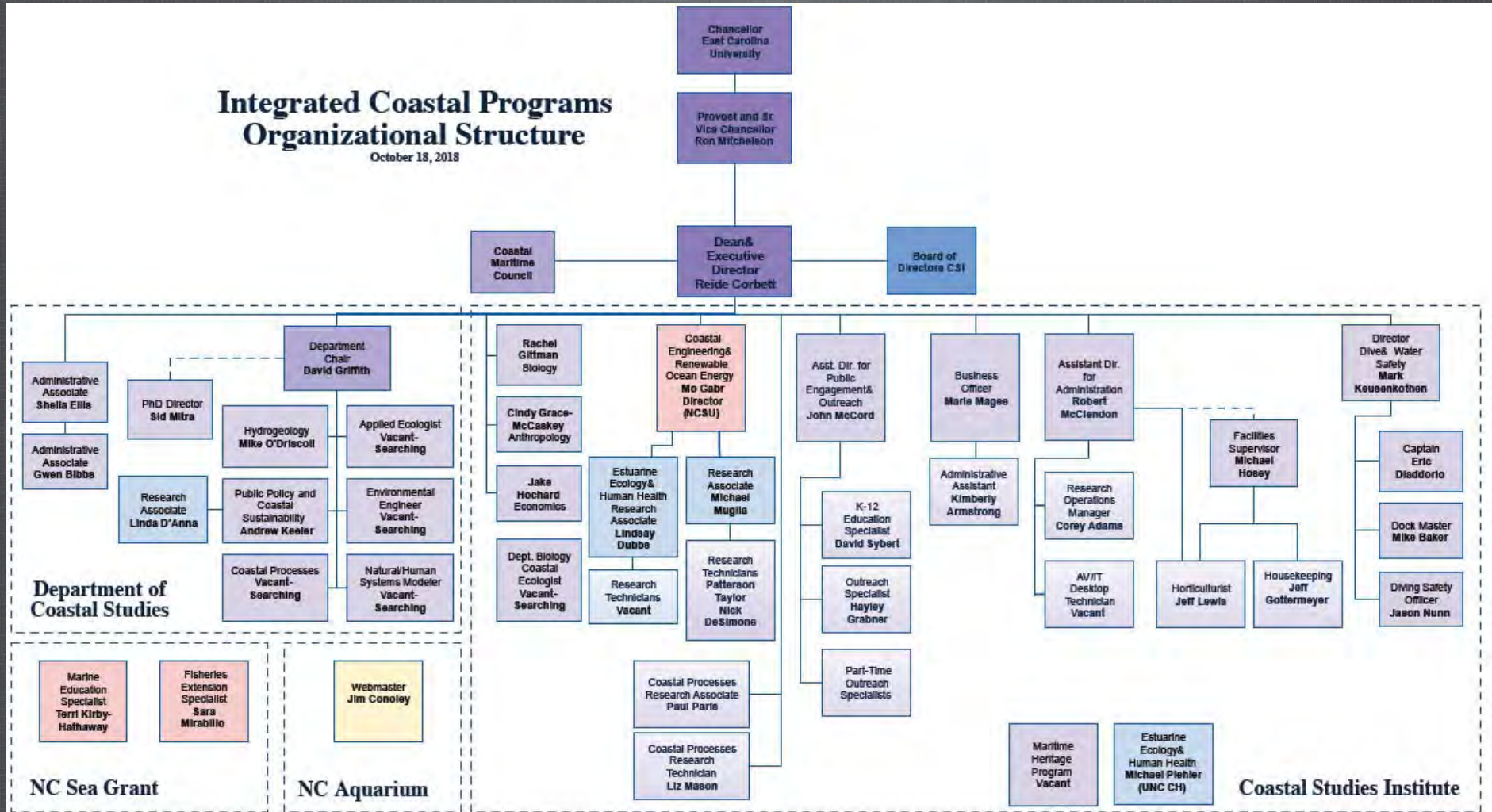
- Convergence of disciplines:
  - Natural, Social, and Engineering Sciences
  - Economics, Hospitality and Tourism
  - Health
- 12-16 faculty in-residence at the coast, both within the new interdisciplinary department and from more traditional disciplinary departments
- Actionable science, bringing academics and non-academics together...empower the user!



# Integrated Coastal Programs

## Integrated Coastal Programs Organizational Structure

October 18, 2018





# Strategic Areas of Interest

- **Ocean Energy – integrating renewable and non-renewable**
  - OE program is critical for NC and important for ECU/CSI growth
  - Bridge our inter-institutional partners (NCSU, etc.)
  - Industry partners
  - National Center opportunity
  - Curriculum development opportunities
- **Maritime Heritage**
  - Gateway to broader research portfolio
  - Possible areas of growth (offshore resources, field programs)
  - Possible NOAA partnership
- **Ocean-Estuarine Interactions in a Changing Climate**
  - Broad focus...continental margin resources
  - Socio-economic response to change and the influence of this on management
  - Natural hazards
  - Wide-range of anthropogenic effects on coastal systems
  - Engineering approaches and the use of new technology (e.g., living shorelines, drones, gliders, etc.)



# Strategic Areas of Interest

- **Environmental Health across Coastal Systems**
  - Contaminants and the environment
    - Health effects, exposure/transfer, detection, management/mitigation
  - Health disparities
  - Partner with BSoM – meeting tomorrow (10/23)
- **Coastal Sustainability – Big Data Applications**
  - Provides a framework in which large volumes and varieties of coastal datasets can be collated and analyzed
  - Possible realization of patterns/interactions in environmental and societal sectors
  - Environmental Risk/Risk Management
  - Geospatial/Remote sensing data
- **Empowering the NC Blue Economy**
  - Rural Prosperity initiative
  - Conduit of information





# Academic Programming

- Summer at the Coast
- Maritime Field School: ECU
- Institute for the Environment, Outer Banks  
Field Site: UNC-CH
- New PhD program: ECU's Integrated Coastal Sciences
- New undergraduate opportunities throughout the academic year (e.g., minor in coastal studies, coastal-focused courses for a "Semester at the Coast")

# K-12 Programming



- Stands-based course offerings for 5-12 grade students – 2100 Students scheduled for 2018-2019 school year
- High School Internships
- 3<sup>rd</sup> Annual Dare County Science Fair 22 teams – Elementary, Middle and High School
- 3<sup>rd</sup> Annual Renewable Energy Challenge – April 6, 2019
- High School Internships

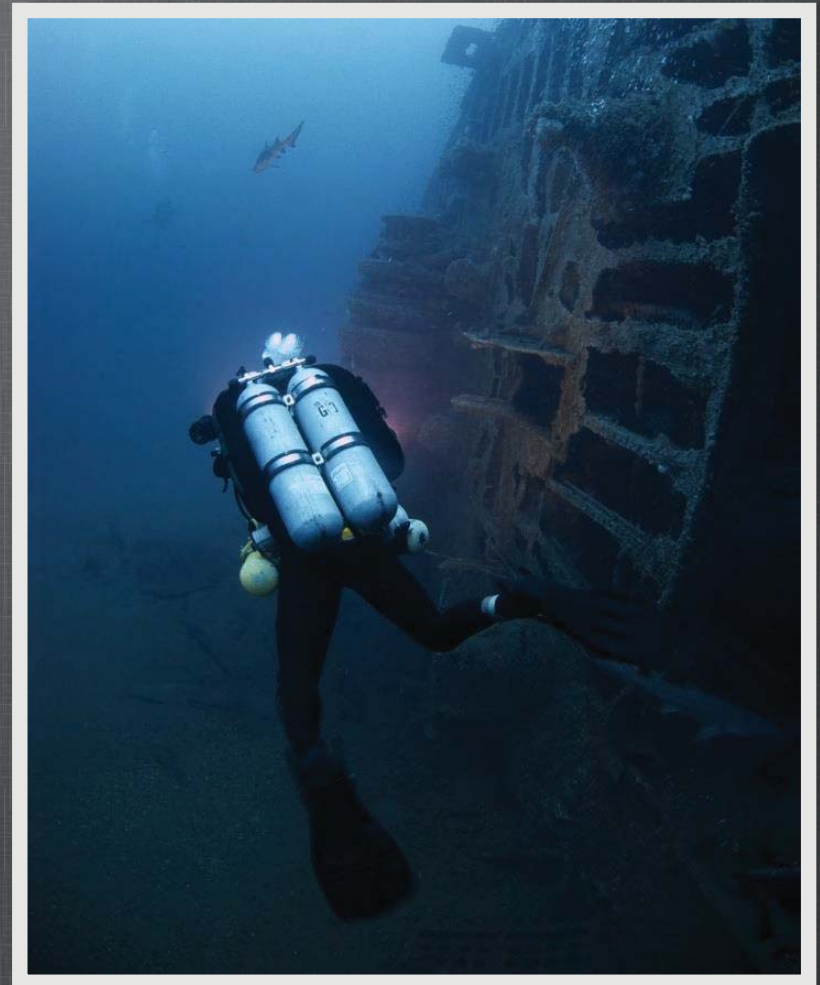


## Public Education Programming

- “Science on the Sound” monthly lecture Series
- Summer Camps – 14 weeks – over 300 students
- Open House – April 2019
- Lifelong Learner Programs
- New Family Programming Spring/Summer 2019

# Field Research Support

- **Six Boats: Ranging from 12-42 ft**
- Technical Dive Support
  - Decompression Diving
  - Trimix
  - Rebreather
- Video Production
  - Cameras, lights, grip
  - Underwater housings
  - Editing Bay- Full HD, 4K, 3D
  - 4K & 3D projection & visualization lab
- Machine Shop and Electronics shop
- Launch ramp & marina



# 42' Duffy: RV Miss Caroline



- 42' Long 14' Beam
- Draws 4.5'
- 1000 HP C18 Caterpillar Engine
- 5kW Diesel Generator
- True Sine Wave Power AC Power
- 2000 lb. capacity A-Frame and Winch
- Quick Connect hydraulic controls add-on items
- Cruising speed 18 knots at 26 GPH
- 6 knots at idle, burns less than 1 GPH
- 500 gallon fuel capacity
- Hydraulic and electric salt water pumps
- 75 kHz Ocean Surveyor ADCP hull mounted
- 300 kHz Sentinel ADCP hull mounted
- Seabird thermosalinograph
- Commercial Simrad side scan sonar and chirp

# Expanding Faculty, Staff and Students on OBX Campus

## Cluster Hire for Ocean Margins Research (I can provide job ad)

### Search for 4 new faculty within new Dept. of Coastal Studies

- Applied Ecology
- Environmental Engineer
- Integrative modeler focused on coastal natural/human systems
- Coastal Processes

### Search for 1 new faculty within Dept. of Biology located @ Outer Banks Campus

- Quantitative Coastal Ecology

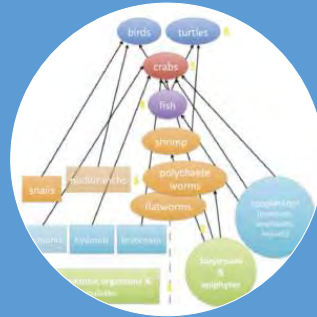
## Director of NC Ocean Energy Program (job ad being vetted)



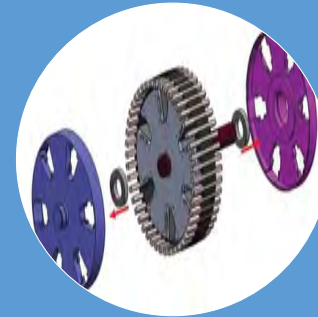
## North Carolina Renewable Ocean Energy Program



**Hydrokinetic  
Resource  
Assessment**



**Environmental  
Impact, Social,  
and Economic  
Aspects**



**Innovative  
System  
Components**



# Meeting with S. Atlantic National Marine Renewable Energy Center (SNMREC)

## Purposes:

- Update on mission, capabilities, strengths, and deficiencies of SNMREC and the NCROEP
- Discuss vision for individual and collective contributions to the marine renewable energy sector
- Discuss 2019 and future federal budgets for DOE and how funds will be distributed (through National Centers and labs)

## Outcomes:

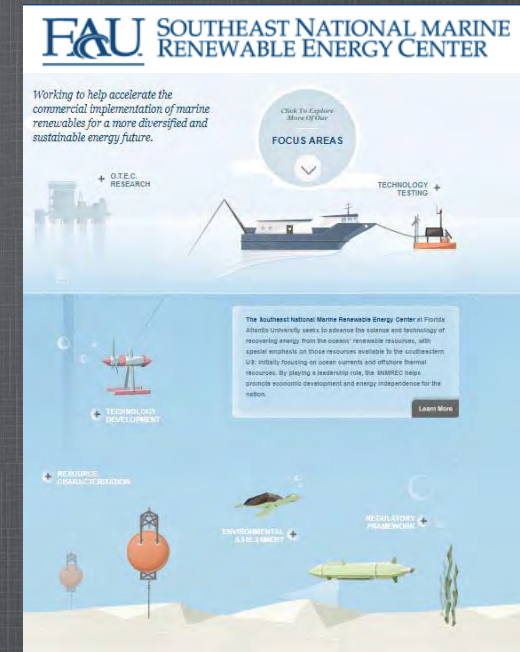
- **Invitation to be a founding member of a western Atlantic Marine Renewable Energy Center!**
- Plans to formulate short and long term plans for collaboration (DOE funds)

## Initial ideas for collaboration:

- Coordinate research efforts (match researchers and tools across Center)
- Build a coordinated curriculum
- Faculty exchanges
- Preferred Partner Program for industry to buy into

## Next steps:

- Formalize an agreement
- Request DOE funds to develop the partnership further



An aerial photograph of a coastal campus. The foreground shows a large body of water with a small peninsula containing a modern building complex. The middle ground features a wide expanse of marshland with winding waterways. In the background, a coastal town is visible along the shoreline under a clear blue sky.

# ECU's Outer Banks Campus

and the

## Coastal Studies Institute

**...positioned for significant growth!**



*Monday Night Alive - Funding Request*

**Description**

Betty Selby, on behalf of the Monday Night Alive program, will present a request to the Board of Commissioners for \$1,500 in County funding to benefit the services offered by Monday Night Alive to the youth of Dare County.

**Board Action Requested**

Discuss and take appropriate action

**Item Presenter**

Robert Outten, County Manager

**DARE COUNTY, NORTH CAROLINA  
SPECIAL APPROPRIATIONS  
APPLICATION**

**PURPOSE**

- To Encourage and support events, programs or projects that positively enhance the quality of life for Dare County citizens.

Organizations requesting funding must complete this form.

**CHECK LIST**

- The signed original application form fully completed.
- List of current Board of Directors.
- Names and terms of Officers.
- Current Articles of Incorporation and By-Laws.
- A set of financial statements as of the end of the most recent fiscal year. These must include a balance sheet and a statement of revenues and expenditures from an audit, a review or a compilation if performed. Otherwise include internally prepared financial statements.
- If a registered non-profit organization (501(c)(3)), an IRS Determination Letter, and the most recent required filing with the IRS.
- Special Appropriations Financial Report Form showing how 2009-2010 county funds have been spent.

**DEADLINE**

Completed application packages must be received at the Dare County Finance Department by 5:00 pm on the 10th of March 2017. (Attention: Assistant Finance Director, P.O. Box 1000, Manteo, NC 27954 [sallyd@darenc.com](mailto:sallyd@darenc.com) )

Please contact the County Manager's Office or the Dare County Finance Director or Assistant Finance Director if you have any questions regarding the eligibility of your application or if you require assistance completing your application form.

**DARE COUNTY, NORTH CAROLINA  
SPECIAL APPROPRIATIONS  
APPLICATION**

**APPLICANT INFORMATION**

Name of Organization:

Mailing Address:

City:

State:

Zip Code:

Contact Person & Title:

Phone Number:

E-Mail Address:

Fax Number:

Website Address:

Registered Non-profit (501(c)(3)) YES\_\_\_ NO\_\_\_ Fiscal Year End \_\_\_\_\_

Non-Profit Organization with Articles of Incorporation and By-Laws: YES\_\_\_ NO\_\_\_

How long has your organization been in existence? \_\_\_Years

How many active members do you have in your organization?

Required Attachments:

Names, addresses, and terms of Board Members.

Names and terms of Officers.

Current Articles of Incorporation and By-Laws.

A set of financial statements as of the end of the most recent fiscal year. These must include the Balance Sheet and a Statement of Revenues and Expenditures from an audit, a review or a compilation if performed. Otherwise include internally prepared financial statements.

If a registered non-profit organization (501(c)(3)), an IRS Determination Letter (unless submitted with a previous application), and most recent required filing with the IRS.

Special Appropriations Financial Reporting Form showing how 2009-2010 county funds have been spent.

Has your organization previously received funding from Dare County? YES\_\_\_ NO\_\_\_

If yes to the above question, please indicate County Fiscal Year(s) and purpose for the current and four previous Fiscal Years.

What is the purpose of your organization?

What service/activities does your organization provide?

What other organizations (if any) provide services similar to yours? How do you coordinate service delivery with those organizations?

Number of full-time employees:

Number of part-time employees:

Amount of budgeted salaries and fringes (most recent budget):

Are any employees paid a bonus? If yes, describe the bonus plan (qualification, amounts, etc....).

Does your organization use volunteers other than Board members? Provide estimated numbers and describe what services they perform.

Does the County provide any other assistance to your organization, such as office space or assistance from County personnel?

**REQUEST DESCRIPTION INFORMATION**

Name of Event or Program:

Description of Event or Program:

Amount Requested for the next two Fiscal Years:

Other funding sources (grants, donations, other local governments, etc....):

List plans for securing other funding and stability of that funding:

Intended impact on community:

Number of individuals will be served by your agency as a result of this request:

Describe specific purpose for which County funds will be used:



**DARE COUNTY, NORTH CAROLINA  
SPECIAL APPROPRIATIONS  
APPLICATION**

**SIGNATURES AND CONDITIONS**

We certify that to the best of our knowledge the information provided in this application is accurate and complete and is endorsed by the organization that we represent. If our organization receives funding through the County, we agree to the conditions below.

**SIGNATURE OF TWO SIGNING OFFICERS FROM THE BOARD OF DIRECTORS**

Signature:

Print Name:

Title:

Date:

Signature:

Print Name:

Title:

Date:

**CONDITIONS**

1. The organization, after being awarded funding, will execute a contract with the County. Funding will not be paid until the contract has been executed.
2. After the event or upon the end of the fiscal year in which the program is held, the organization will complete a Financial Reporting form to show how County funds were actually spent.

**DARE COUNTY, NORTH CAROLINA**  
**Special Appropriations Financial Reporting Form**

This form must be completed after the event or program is completed or after the AGENCY fiscal year in which the event or program occurred.

**Expenditure of County Funds**

<u>Purpose/Object:</u>	<u>Per Application</u>	<u>Actual</u>
Totals		

**Sources of Funds**

<u>Source:</u>	<u>Per Application</u>	<u>Actual</u>
Totals		

Was the intended impact on the community achieved? Explain and include any available performance measures.

CONTRACT

NORTH CAROLINA  
DARE COUNTY

This AGREEMENT made and entered into this 1st day of July, 2010, by and between Dare County, North Carolina, hereinafter referred to as the "COUNTY", and \_\_\_\_\_, hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, the AGENCY has requested certain funds from the COUNTY to carry out its programs and activities for \_\_\_\_\_ (event or program); and

WHEREAS, in response to such request, the Board of County Commissioners has appropriated funds to support this purpose; said funds being derived from County funds, pass through grant funds or both; and

WHEREAS, it is desirable and necessary to enter into this AGREEMENT in order to set forth the terms and conditions for receiving said funds from the COUNTY.

NOW THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in the manner and for the purposes as stated on the Special Appropriations Application form ("APPLICATION") submitted to the COUNTY which is incorporated by reference into this AGREEMENT.
2. In consideration for the performance by the AGENCY of the services outlined on its APPLICATION, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the Dare County budget for the grant period. Payment of such amount shall generally be made quarterly by the COUNTY, after execution of this contract and after County receipt of the Financial Reporting Form for funding received in the previous fiscal year, if applicable.
3. If the AGENCY fails to perform its obligations under this AGREEMENT, or if the AGENCY shall violate any of the provisions of this AGREEMENT, the COUNTY shall have the right to terminate this Agreement by giving written notice to the AGENCY of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. The COUNTY shall then remit unexpended funds to the entity which allocated the funds. The AGENCY shall be fully liable to the COUNTY for improperly expended funds in the same amount as the COUNTY is found liable by the granting agency. *(The last two sentences apply only to pass through grants.)*
4. The AGENCY shall not assign any interest in this AGREEMENT and shall not transfer any interest in this AGREEMENT without prior written approval of the COUNTY.
5. In connection with the performance of this AGREEMENT, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.

6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the Dare County Finance Department the Financial Reporting Form - a status report of all program activities including a summary of the accomplishment of stated goals and objectives and showing how County funds were spent. Any COUNTY approved funds for the subsequent fiscal year will not be released until the Financial Reporting Form is submitted.
8. If COUNTY funding exceeds \$100,000 the AGENCY shall have an annual audit of its financial records performed by an independent certified public accountant with a copy of such audit being submitted to the Dare County Finance Department. If COUNTY funding is less than \$100,000 the AGENCY shall provide a financial report detailing expenditure of COUNTY funds. This report shall be approved by the AGENCY's Board of Directors. The audit or financial report shall be submitted to the COUNTY no later than six months after the end of the AGENCY's fiscal year in which the COUNTY funding was received. Further, the COUNTY shall be entitled to examine the financial records of the AGENCY at the COUNTY's discretion. In the event that the audit or financial report, by the determination of the Dare County Finance Officer, shows any mismanagement of funds, the COUNTY shall have the option to terminate this agreement as provided in paragraph 3 above.
9. The AGENCY shall submit a copy of any required filing with the IRS for the fiscal year in which COUNTY funding was received, no later than six months after the end of that fiscal year end unless the AGENCY submits a copy of a filing for an extension to file IRS. If AGENCY files an extension, the IRS filing will be due within one month of the extension filing date.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this AGREEMENT and shall be made available for examination upon request during regular business hours of the AGENCY.
11. Meetings of the AGENCY's Board of Directors, Advisory Board or Governing Board must be open to the public.
12. The organization will promptly notify the County Manager's Office of any correspondence with State or federal granting agencies, the NC Department of Revenue or the Internal Revenue Service of any failures to file and/or pay any type of withholdings or taxes of any type kind of required reporting forms.
13. As a condition of receiving funds from Dare County, the AGENCY agrees to fully indemnify and hold harmless Dare County, its officers, agents and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this AGREEMENT.
14. The COUNTY is in no way responsible for the administration and supervision of the AGENCY's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
15. This AGREEMENT may only be amended by written amendments mutually agreed upon by and between the COUNTY and AGENCY.

16. This AGREEMENT shall automatically renew for consecutive one-year periods upon annual submission of funding requests and annual appropriation of funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST

DARE COUNTY

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

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

ATTEST

AGENCY

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman of Board

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

\_\_\_\_\_  
Dare County Finance Officer

\_\_\_\_\_  
Date



*Hatteras Recycle LLC Proposal for Reducing Tipping Fees*

**Description**

Hatteras Recycle is a private company that provides house to house recycle collection for homes on Hatteras Island. Their recycle collection diverts approximately 425 tons of recycle material from going into the landfill. The tipping fee for disposing of recycle goods at Bay Disposal has dramatically increased to the point that Hatteras Recycle will have to shut down. If this happens, Dare County will have to dispose of this same 425 tons as trash at \$73.15/ton or dispose of it as recycle material at \$85/ton.

Hatteras Recycle has proposed that they will continue to provide service on Hatteras Island if Dare County would pay them \$30/ton for disposal. At this rate, Dare County will save at least \$43/ton.

**Board Action Requested**

Approve proposal to pay Hatteras Recycle \$30/ton for disposal of recycle material

**Item Presenter**

Robert Outten



*Golf Carts -- Martin's Point and Manns Harbor*

**Description**

We have received two more requests for the operation of golf carts – one is from the Martin’s Point Homeowners Association and the second is from residents of Manns Harbor. Attached with this cover sheet is a map which depicts the State maintained roads in Manns Harbor. The roads in Martins Point are private roads but are patrolled by the Sheriff’s office. Although the roads in Martin’s Point are private, it seem prudent to add language to Chapter 100 so property owners and the Sheriff’s office are aware of right to use golf carts in the Martin’s Point residential areas. Chapter 100, Streets and Sidewalks, will need to be amended by the Board before golf carts can be operated in in either of these locations. It is my recommendation that a hearing on the matter be scheduled for January 22, 2019 at 5:30p.m. Draft changes to Chapter 100 are also attached.

**Board Action Requested**

Motion to schedule a public hearing at 5:30 p.m. on January 22, 2019 at 5:30 p.m.

**Item Presenter**

Donna Creef

*Golf Carts on Streets and Roads in Specified Areas of Unincorporated Dare County.*

**100.30 Operation of Golf Carts**

a. Golf carts may be operated on all streets and roads in Hatteras village west of and including Austin Road and Austin Lane where the speed limit is 35 mph or less.

b. Golf carts may be operated on Bayview Drive and First Street in Stumpy Point village where the speed limit is 35 mph or less.

c. Golf carts may be operated in the Village of Avon on the following streets where the speed limit is 35 mph or less: a) Harbor Road west of North End Road and the streets connected to Harbor Road located west of North End Road; b) the following streets and the streets connected to the following streets: North End Road, McMullen Road, Reef Drive, Old Main Road and Williams Road.

d. Golf carts may be operated in Waves village in the St. Waves Subdivision on Sea Vista Court and Sea Vista Drive where the speed limit is 35 mph or less.

e. Golf carts may be operated in Buxton Village on the following streets where the Drive, Buxton Back Road, Dippin Vat Road, Cross Way Road, Lost Tree Trail, Rocky Rollinson Rd, Webb Lane, Middle Ridge Trail, Crooked Ridge Trail, and Light Plant speed limit is 35 mph or less: Old Lighthouse Road; Cape Point Way, Diamond Shoals Road

f. Golf carts may be operated in Wanchese Village on the following streets where the speed limit is 35 mph or less:

(1) Baumtown Road

(2) Mill Landing Road and any street connected to Mill Landing Road

(3) Old Wharf Road and any street connected to Old Wharf Road

(4) Pugh Road and any street connected to Pugh Road

(5) ER Daniels Road and any street connected to ER Daniels Road

(6) Hooker Road and any street connected to Hooker Road

(7) Sawyer Road and any street connected to Sawyer Road

This does not include any private lanes or easements that are not dedicated to public use or assigned a NC or secondary road number. (added November 19, 2018)

g. Golf carts may be operated in the residential sections of Martin's Point Subdivision.



h. Golf carts may be operated on the following streets in Manns Harbor

(1.) Mashoes Road

(2.) Harbor Road

(3) Old Ferry Dock Road

(4) Preston Twiford Road

(5) Ina Waterfield Road

(6) Croatan Way

(7) Old Manns Harbor

(8) Highland Drive

(9) Shipyard Road

(10) Hassell Road

**100.31 Definitions**

A golf cart is defined for the purposes of this subchapter as a vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. (Reference NCGS 20-4.01)

**100.32 Age Restriction**

No person less than the age of 16 may operate a golf cart on the streets of a specified area as authorized in subsection 100.30.

**100.33 Hours of Operation**

The operation of golf carts in those areas as specified in Subsection 100.30 shall be lawful during the hours of 7:00 a.m. to 5:00 p.m. eastern standard time and 6:00 a.m to 9:00 p.m. eastern (daylight) savings time until October 1 and from 6:00 a.m. to 8:00 p.m. until the end of eastern (daylight) savings time.

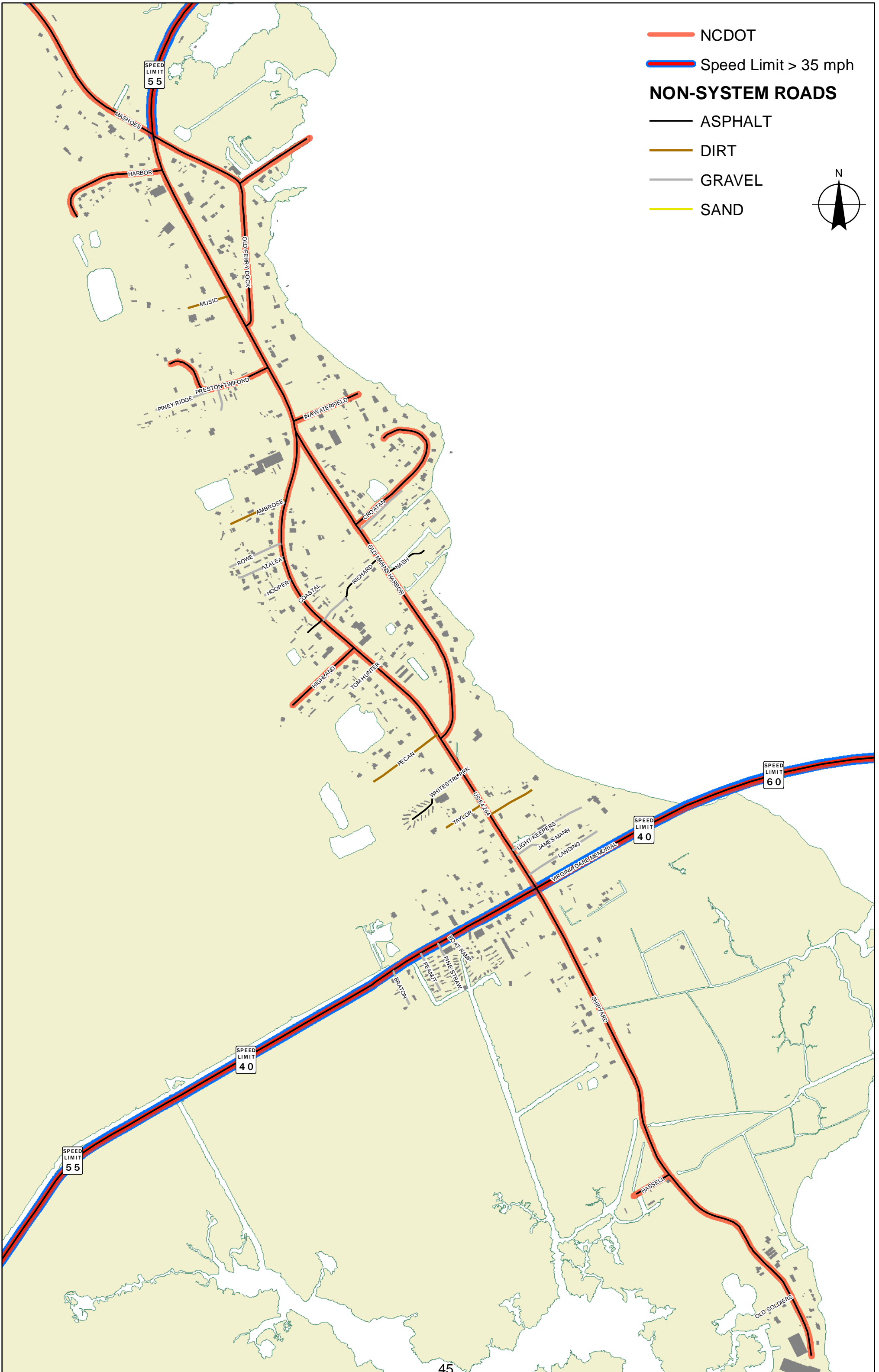
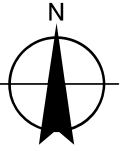
**100.34 Method of Operation**

All persons operating golf carts as authorized in subsection 100.30 shall do so in a responsible and safe manner and shall obey all traffic safety laws and traffic control signage.

**100.35 Violations**

Any person operating a golf cart in violation of this subsection shall be guilty of a Class 3 misdemeanor and shall be fined \$50.00 for each violation.

- NCDOT
- Speed Limit > 35 mph
- NON-SYSTEM ROADS**
- ASPHALT
- DIRT
- GRAVEL
- SAND





*Commercial Services Zoning District -- Review of Uses*

**Description**

Last year, the Board considered a zoning text amendment to the Commercial Services district. During the review, the Board indicated some of the permitted/conditional uses needed to be reviewed for relevancy. The Planning Board has reviewed each of the permitted/conditional uses and has recommended some changes as detailed on the attached sheet. The CS district only applies in the Colington area. None of the recommendations would render any existing use non-conforming. Before any changes can be made to the CS district a public hearing is required. Should the Board wish to move forward with the changes, a hearing must be held. The first available date for a hearing is Tuesday January 22, 2019 at 5:30 p.m.

**Board Action Requested**

Schedule a public hearing on proposed revisions to CS district -- "I move that a public hearing on the proposed amendments to the CS district be scheduled for January 22, 2019 at 5:30 p.m.

**Item Presenter**

Donna Creef

## Commercial Services Use Review – Proposed Amendments

<u>Permitted Use</u>	<u>Recommended Action</u>
Barber and beauty shops	Leave as permitted use
Marinas	Move to conditional use
Dry cleaning and laundry pick-up stations including laundromats	Leave as permitted use
Funeral Homes	Leave as permitted use but add “not to include crematoriums”
Parking lots	Delete
Radio and television broadcasting studios	Leave as permitted use
Shoe repairs	Leave as permitted use
Storage warehouses	Leave as permitted use
Boat building and storage	Move to conditional use
Public and private utility facility	Leave as permitted use
Automobile sales and service	Move to conditional use
Indoor recreation activities	Leave as permitted use
Building supply and equipment sales	Leave as permitted use
Plumbing supply and equipment sales	Leave as permitted use
Cabinet an woodworking shops	Leave as permitted use
Building contractors’ offices and storage	Leave as permitted use
Farm machinery supplies, sales and repairs	Delete from CS district
Mobile home or recreational vehicle displays and sales	Delete from CS district
Boat display and sales	Leave as permitted use, add language “no to include boat repair, boat motor repair”
County owned or leased facilities	Leave as permitted use
Fire stations, public and private schools and other Public buildings	Leave as permitted use
Residential use in conjunction with a commercial use allowed as permitted or conditional use	Leave as permitted use

Conditional Uses

Churches

Recommended Action

Move to permitted use

Radio, television and other types of transmission  
Towers

Leave as conditional use – add language “subject to the provisions of Section 22-29.2

Automobile service stations

Leave as conditional use – add language from C3 district “provided that no principal or accessory building shall be located within fifty-feet of a residential use or district, that there shall be no storage of wrecked or abandoned cars and that no portion of a service station building, equipment or gas pumps shall be within twenty-five feet of any right-of-way.”



*Flood Map Update*

**Description**

I will update the Board on the status of the flood map adoption process.

**Board Action Requested**

Instructions to staff to draft letters to our congressional representatives on flood map progress.

**Item Presenter**

Donna Creef

FLOOD MAP UPDATE – January 7, 2019

TO: Dare County Board of Commissioners

FROM: Donna Creef, Planning Director

The update process for the Dare County flood maps continues. The maps have been revised to reflect the five property owner appeals that were filed during the appeal period. The 30-day comment period for the revised preliminary maps ended on December 30, 2018. Now we wait for FEMA to issue a letter of final determination. The letter of final determination will implement a six-month timeframe and an effective date for map adoption at the end of the six months. We have been advised by the State floodplain mapping office that FEMA will be issuing letters of final determination for several counties in North Carolina in April 2019. There is a chance that Dare County could be included in this group but the State is doubtful that FEMA can handle the workload if Dare is included. It is my recommendation that letters from Dare County be sent to our US Senators and Congressmen requesting their assistance to ensure Dare County is included in the release of final determinations in April.

As part of the map update, the Flood Damage Prevention Ordinance for Dare County will also need to be updated. I have been working with the local planners from the towns in reviewing the model ordinance provided by the State. Revisions specific to Dare County and its towns have been made to the model ordinance and I have submitted the draft Dare ordinance to the State for comments. The planners group has also drafted language for local elevation standards that would apply to Shaded X and X zones once the revised maps become effective. The planner group has invited the homebuilders to our February meeting to go over the details of the local elevation standards. A presentation on the local elevation standards will be placed on the Board's agenda following this joint meeting of the planners and homebuilders.





*NCDOT Right of Way & Temporary Construction Easements*

**Description**

As part of NCDOT's Colington Road project, the agency seeks a Right of Way and Temporary Construction Easements at the County owned Water Tower site at 2077 Colington Road.

Attached are the following - - -

1. Plan map showing the Right of Way in red and the Temporary Construction Easements in yellow.
2. Tax information on the parcel
3. NCDOT documents related to the Right of Way & Temporary Construction Easements
4. Correspondence from the Water Department & Tax Appraisal Office indicating no issues with the request
5. Deed for the Right of Way

**Board Action Requested**

Approve the Right of Way & Temporary Construction Easements and authorize the County Manager to sign all necessary documents

**Item Presenter**

Robert Outten, County Manager



Robert Outten <outten@darenc.com>

**NCDOT road improvement project: 2077 Colington Rd**

1 message

Steven King <sking@orcolan.com>  
To: "outten@darenc.com" <outten@darenc.com>

Wed, May 23, 2018 at 4:12 PM

Good Afternoon Mr. Outten,

I was given your contact info by my colleague Tinnette Hales with O.R. Colan. I am working with her on the Colington rd project and discovered that we had a parcel incorrectly identified as US Cellular when in fact it is owned by Dare County.

The parcel is 2077 Colington Rd and appears to be the site of a water tower as well as some utility buildings. The project is acquiring the following areas:

**Right of Way – 0.083 acres** along the Colington Rd frontage (potentially acquiring part or all of the following: **miscellaneous landscaping, sign, fence, gravel and concrete driveways**)

**2 Temporary Construction Easements – 0.019 acres**

The appraisal has been completed but I wanted to make sure and contact you first and let you know of the acquisition. Once the appraisal has been sent back to us I will forward the official offer to you so we can negotiate a settlement.

Please let me know if you have any questions and let me know if you would like to speak to the appraiser before he submits his report. Otherwise I will be in touch once an official offer is ready.

Best,

**Steven King, *Right of Way Agent***

**O. R. Colan Associates, LLC**

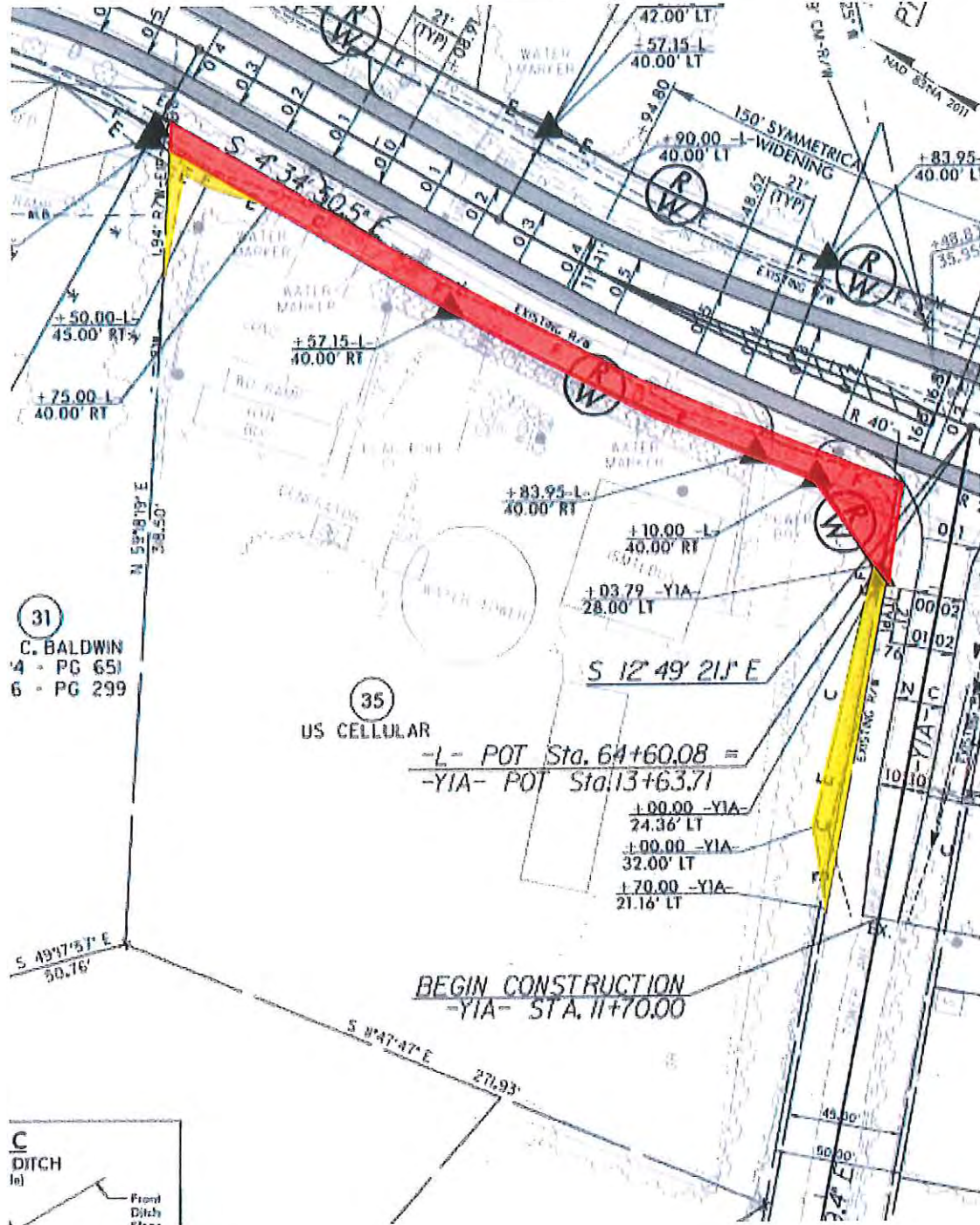
7005 Shannon Willow Road, Suite 100, Charlotte, NC 28226

direct: 803-220-2107 x 7004 | mobile: 704-472-0711 | [sking@orcolan.com](mailto:sking@orcolan.com)

**3 attachments**

**CADD\_035 US Cellular.pdf**  
114K

**PLAN MAP - ENLARGED**



\*Red highlighting indicates R/W  
 \*Yellow highlighting indicated TCE  
 WBS Number: 41162.2.1  
 TIP/Parcel Number: R-5014 035  
 Owner's Name: Dare County



4 records found!

2077 Colington Rd COLINGTON, NC 27948	020229001	987306384519	Subdivision - None	Lot: Blk: Sec:	Cellco Partnership D/b/a Verizon Wireless
2077 Colington Rd COLINGTON, NC 27948	020229000	987306384519	Colington Harbor Sec Q	Lot: 67-72 Blk: Sec: Q	Dare County
2077 Colington Rd COLINGTON, NC 27948	020229004	987306384519	Subdivision - None	Lot: Blk: Sec:	Us Cellular
2077 Colington Rd COLINGTON, NC 27948	020229003	987306384519	Subdivision - None	Lot: Blk: Sec:	Llc At&t Mobility Property Tax Dept

County of Dare, North Carolina

\*Owner and Parcel information is based on current data on file and was last updated on May 18 2018

**Primary (100%) Owner Information:**

DARE COUNTY  
MANTEO NC 27954

**Parcel Information:**

Parcel: 020229000 PIN: 987306384519  
 District: 03- COLINGTON  
 Subdivision: COLINGTON HARBOR SEC Q  
 LotBlkSect: LOT: 67-72 BLK: SEC: Q  
 Multiple Lots: -  
 PlatCabSlide: PL: 3 SL: 101 Units: 0  
 Deed Date: 03/29/1994  
 BkPg: [0922/0519](#)  
**Parcel Status:** EXEMPT



**Property Use:** COUNTY OF DARE

**2077 COLINGTON RD**

<b>BUILDING USE &amp; FEATURES</b>	<b>Tax Year Bldg Value: \$138,500</b>	<b>Next Year Bldg Value: \$138,500</b>
Building Use:	SERVICE SHOP OR FACILITY	
Exterior Walls:		<b>Actual Year Built: 1995</b>
Full Baths:	Half Baths:	
Bedrooms:		
Heat-Fuel:		
Heat-Type:		<b>Finished sqft for building 1: 2500</b>
Air Conditioning:		<b>Total Finished SqFt for all bldgs: 3284</b>

Disclaimer: In instances where a dwelling contains unfinished living area, the square footage of that area is included in the total finished sqft on this record. However, the assessed value for finish has been removed.

<b>MISCELLANEOUS USE</b>	<b>Tax Year Misc Value: \$712,900</b>	<b>Next Year Misc Value: \$712,900</b>
Misc Bldg a: (AP6) FOUR SIDE OPEN BLDG Year Built: 1995 sqft: 1440		
Misc Bldg b: (RS1) FRAME UTILITY SHED Year Built: 1995 sqft: 384		
Misc Bldg c: (FN1) FENCE, CHAIN LINK Year Built: 1995 sqft: 6960		
Misc Bldg d: (TN1) TANK ELEVATED STEEL WATER 150' Year Built: 1985 sqft: 500000		
Misc Bldg e: (AP6) FOUR SIDE OPEN BLDG Year Built: 2006 sqft: 1500		

<b>LAND USE</b>	<b>Tax Year Land Value: \$156,300</b>	<b>Next Year Land Value: \$156,300</b>
Land Description : 03-Commercial Village Primary		

**TOTAL LAND AREA:** 84000 square feet

<b>Tax Year Total Value: \$1,007,700</b>	<b>Next Year Total Value: \$1,007,700</b>
--	---

\*Values shown are on file as of May 18 2018

# North Carolina Department of Transportation-Right of Way Unit

## REVIEW CERTIFICATION

TIP/Parcel No.: R-5014 035      WBS Element: 41162.2.1      County: Dare

Owner(s): Dare County      FedAid Project: STP-1217(6)

I HEREBY CERTIFY THAT, to the best of my knowledge and belief the facts and data reported by me and used in the review process are true and correct.

I understand that this estimate of value is to be used in connection with a highway project and/or NCDOT Real Estate transaction.

The analyses, opinions, and conclusions in this Review Report are limited only by the critical assumptions and limiting conditions stated in this Review Report and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no direct or indirect, present or prospective interest in the subject property or in any benefit from the acquisition of the subject property and I have no personal interests or bias with respect to the parties involved.

I have , have not , performed ANY appraisal and NO other services as an appraiser or any other capacity, regarding the property that is the subject of this appraisal within the three year period immediately preceding acceptance of this assignment.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this Review Report.

My estimate of the value of all items which are Compensable under State law but not eligible for Federal Aid reimbursement is \$ -0-

I personally inspected the subject parcel. I did  did not  personally inspect all sales/rentals considered to be comparable to the subject parcel.

My analyses, opinions, and conclusions were developed and this Review Report was prepared in compliance with NCDOT Real Estate Appraisal Standards and Legal Principles and the Uniform Standards of Professional Appraisal Practice. The appraisals in this assignment are to be made in accordance with all of the requirements set out in the NCDOT Real Estate Appraisal Standards and Legal Principles and the Uniform Standards of Professional Appraisal Practice and shall also comply with all applicable Local, State, and Federal laws, ordinances, regulations, restrictions and/or requirements; and any additions, revisions and/or supplements thereto. No one provided me with significant professional assistance with this Review Report.

My opinion of the difference, if any, in the "Market Value" of the entire tract Before the Acquisition and the "Market Value" of the remaining property immediately After the Acquisition is \$ 15,825, as allocated:

Allocation

Right Of Way	\$	<u>10,775</u>
Permanent Easements	\$	<u>0</u>
Temporary Easements	\$	<u>750</u>

Total Value of Land Acquired	\$	<u>11,525</u>
Value of Improvements Acquired	\$	<u>4,300</u>
Damage to Remainder	\$	<u>0</u>
Benefits to Remainder	\$	<u>0</u>
<b>DIFFERENCE</b>	\$	<u>15,825</u>



June 14, 2018  
DATE OF CERTIFICATION

Steven C. Saunders  
REVIEW APPRAISER

Un-Economic Remnant to the Owner is a Factor  Yes  No

Area	Acres	Amount \$
------	-------	-----------

Steven C. Saunders

### Administrative Approval

Steven C. Saunders  
APPROVED BY:

June 14, 2018  
DATE:

# North Carolina Department of Transportation-Right of Way Unit

## Right of Way Transmittal Summary

TIP/Parcel No.: R-5014 035      WBS Element: 41162.2.1      County: Dare

1. Owner(s): Dare County      Fed Aid Project: STP-1217(6)

Address: 2077 Colington Road, Kill Devil Hills, NC 29748

2. Plan Sheet No.: 7      Survey Stations: SS 61+10 to SS 64+20, SL R

**3. Land Area to be Acquired and Values:**

Right of Way:	<u>0.083 AC</u>	X	\$ <u>\$129,800 X 100%</u>	=	\$ <u>10,775 (R)</u>
Temp Construction Easement (TCE):	<input checked="" type="checkbox"/> <u>0.019 AC</u>	X	\$ <u>\$129,800 X 30%</u>	=	\$ <u>750 (R)</u>
Drainage Easement:	Temp <input type="checkbox"/>	X	\$ _____	=	\$ _____
	Perm <input type="checkbox"/>	X	\$ _____	=	\$ _____
Permanent Utility Easement (PUE):		X	\$ _____	=	\$ _____
Other: AUE		X	\$ _____	=	\$ _____
<b>Land:</b>					<b>\$ <u>11,525 (R)</u></b>

**4. Improvements to be Acquired and Values:**

Estimated Value of each Improvement to be acquired:

Concrete driveway (270 SF)	\$	<u>625</u>
Gravel driveway (225 SF)	\$	<u>175</u>
Sign and lighting	\$	<u>2,500</u>
Vinyl fencing (175 LF)	\$	<u>1,000</u>
<b>Improvements:</b>	<b>\$</b>	<b><u>4,300</u></b>
<b>Cost to Cure:</b>	<b>\$</b>	<b><u>          </u></b>

**5. Cost to Cure (Damage to Remainder)**

**6. Allocation:**

Value of Land to be Acquired:	\$	<u>11,525</u>
Value of Improvements to be Acquired:		
*Vinyl fencing is tenant owned and is to be allocated to "Single Landing Colington Corp."		
	\$	<u>4,300</u>
Cost-to-Cure (Damage to Remainder):	\$	<u>0</u>
<b>Acquisition Total:</b>		<b>\$ <u>14,825 (owner)</u></b>
		<b>\$ <u>1,000 (tenant)</u></b>

**7. Photograph and Sketch of Acquisition attached.**

The property owner or owner's representative was contacted on February 15, 2018 and given the opportunity to accompany the Appraiser during the inspection of this parcel.

The parcel was inspected on February 22, 2018

Anthony L. Alderman      *Anthony L. Alderman*      June 13, 2018  
 Specified Appraiser      Signed      Date

ROW \$ 10,775      Perm. Easements \$ 0      Temp. Easements \$ 750

*Stuart C. Dandrea*      Administrative Approval      June 14, 2018  
 Approved By:      Date:

**SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY  
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

TO: Dare County DATE: 6/22/18  
954 Marshall C. Collins Drive TO: Lessee, if Applicable  
Manteo, NC 27954

TIP/PARCEL NO.: R-5014 WBS ELEMENT: 41162.2.1  
 COUNTY Dare  
 DESCRIPTION: SR 1217 (Colington Rd.) from Dead End to US 158 (Croatan Hwy) in Kill Devil Hills

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ <u>10,775.00</u>
Value of Permanent Easements to be Acquired	\$ _____
Value of Temporary Easement (Rental of Land) to be Acquired	\$ <u>750.00</u>
Value of Improvements to be Acquired	\$ <u>4,300.00</u>
Damages, if any, to Remainder	\$ _____
Benefits, if any, to Remainder	\$ _____
minus	
<b>TOTAL CONTINGENT OFFER</b>	<b>\$ <u>15,825.00</u></b>

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

**(A) Description of the land and effects of the acquisition**

Subject property described in Deed Book 922, page 523, Dare County Registry, contains approximately 1.904 acres of which 0.083 acres is being acquired as right of way, leaving 1.821 acres remaining on the right with access to Colington Rd. Also being acquired is a temporary construction easement containing approximately 0.019 acres.

**(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:  
 Concrete Driveway (\$625), Gravel Driveway (\$175), Sign and lighting (\$2,500)  
 Vinyl Fencing (\$1,000) Tenant Owned – To be paid to Shingle Landing Colington Corporation**

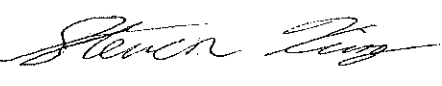
Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

**(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ n/a**  
 Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Dare County  
 on June 22 20 18. Owner was furnished a copy of  
 the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 704-944-1401

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

  
 (Signed) \_\_\_\_\_  
 Steven King - Right of Way Agent



VENDOR REGISTRATION FORM  
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD  
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: County of Dare

MAILING ADDRESS: STREET/PO BOX: PO BOX 1000

CITY, STATE, ZIP: Manteo, NC 27954

DBA / TRADE NAME (IF APPLICABLE): \_\_\_\_\_

BUSINESS DESIGNATION:  INDIVIDUAL (use Social Security No.)  SOLE PROPRIETOR (use SS No. or Fed ID No.)  
 CORPORATION (use Federal ID No.)  PARTNERSHIP (use Federal ID No.)  
 ESTATE/TRUST (use Federal ID no.)  STATE OR LOCAL GOVT. (use Federal ID No.)  
 OTHER / SPECIFY \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_ (Social Security #)  
INDIVIDUAL / SOLE PROPRIETOR  
FED.EMPLOYER IDENTIFICATION NO. \_\_\_\_\_ (Employer Identification #)

COMPLETE THIS SECTION WITH CHECK REMITTANCE ADDRESS AS IT APPEARS ON INVOICES:  
REMIT TO ADDRESS: STREET / PO BOX: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.  
What is your firm's ethnicity? ( Prefer Not To Answer,  African American,  Native American,  Caucasian American,  Asian American,  Hispanic American,  Asian-Indian,  Other: \_\_\_\_\_ )  
What is your firm's gender? ( Prefer Not to Answer,  Male,  Female) Disabled-Owned Business? ( Prefer Not to Answer,  Yes,  No)

IRS Certification  
Under penalties of perjury, I certify that:  
1. The number shown on this form is my correct taxpayer identification and  
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and  
3. I am a U.S. person (including a U.S. resident alien).  
The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Robert Outten  
NAME (Print or Type)

County Manager  
TITLE (Print or Type)

\_\_\_\_\_  
SIGNATURE (Typed or DocuSigned signatures will not be accepted)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation  
Fiscal /Commercial Accounts

# NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

## Land Owner Disclaimer of Tenant Owned Improvements

TIP/PARCEL NO.: R-5014 035 WBS: 41162.2.1 COUNTY: Dare

DESCRIPTION: SR 1217 (Colington Road) from Dead End to US 158 (Croatan Hwy) in Kill Devil Hills

We, County of Dare

the undersigned owners of that certain real property known as TIP/Parcel No. R-5014 035 as shown on the aforementioned plans for said project on file in the offices of the Department of Transportation in Raleigh, North Carolina reference to which plans is hereby made for purposes of description of said property, said property also being all of or a portion of the property described in a deed or deeds recorded in the Office of the Register of Deeds of said County in Deed Book(s) and Page(s) 922/519

hereby disclaim all interest in and any compensation for the hereinafter described improvements located upon said real property which are the property of Shingle Landing of Colington Corporation

lessee(s) under that certain lease agreement dated the n/a day of n/a, n/a by and between the undersigned and said lessee(s).

IT IS UNDERSTOOD that the purpose of this disclaimer is to enable the North Carolina Department of Transportation to compensate said lessee(s) for the acquisition of said improvements located on the property of the undersigned and this disclaimer is without prejudice to the rights of the undersigned for compensation for the acquisition of the property of the undersigned by the Department of Transportation except compensation for said improvements of said lessee(s) located on the property of the undersigned, said improvements of said lessee(s) being more particularly described as follows:

**Portion of Vinyl Fence**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

County of Dare

\_\_\_\_\_  
By: Robert Outten – County Manager (SEAL)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION

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

	STATE OF <u>North Carolina</u> COUNTY <u>                    </u>
	I, _____, a Notary Public for said County and State, do hereby certify that <u>Robert Outten – County Manager</u>
	personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company. Witness my hand and official seal this the _____ day of _____, 20_____.
	_____ Notary Public
(Official Seal)	My commission expires: <u>60</u> _____



Robert Outten <outten@darenc.com>

---

**Fwd: NCDOT road improvement project: 2077 Colington Rd**

---

Ken Flatt <kenf@darenc.com>  
To: Robert Outten <outten@darenc.com>

Thu, May 24, 2018 at 8:23 AM

Bobby,  
There are no issues with the easement.

Ken

**Ken Flatt**  
*Utilities Director*  
Dare County Water Department  
600 Mustian St, Kill Devil Hills, NC 27948  
252.475.5606 phone  
252.441-2239 fax  
[www.darenc.com](http://www.darenc.com)



[Quoted text hidden]



Robert Outten <outten@darenc.com>

---

## NCDOT project - 2077 Colington Rd

---

Hosea Wilson <hosea.wilson@darenc.com>  
To: Robert Outten <outten@darenc.com>

Wed, Dec 12, 2018 at 12:42 PM

Yes, I'm good with it. It's a good appraisal and I can't see any detriment to the use of the parcel by the conveyance of the RW.

**Hosea E. Wilson, III, AAS**  
*Assistant Assessor*  
Tax Appraisal Department  
P.O. Box 1000, Manteo, NC 27954  
[252.475.5938](tel:252.475.5938) phone  
[www.darenc.com](http://www.darenc.com)



[Quoted text hidden]

Revenue Stamps \$ 30.00

### DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Michelle A. Pittman CHECKED BY Steven King

The hereinafter described property  Does  Does not include the primary residence of the Grantor

RETURN TO: Michelle A. Pittman Division One R/W Agent, NCDOT  
230 NC 42 West  
Ahoskie, NC 27910

NORTH CAROLINA  
COUNTY OF Dare  
TAX PARCEL 020229000

TIP/PARCEL NUMBER: R-5014 035  
WBS ELEMENT: 41162.2.1  
ROUTE: SR 1217 Colington Rd

THIS FEE SIMPLE DEED, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2 1  
0 8

by and between County of Dare  
PO Box 1000  
Manteo, NC 27954

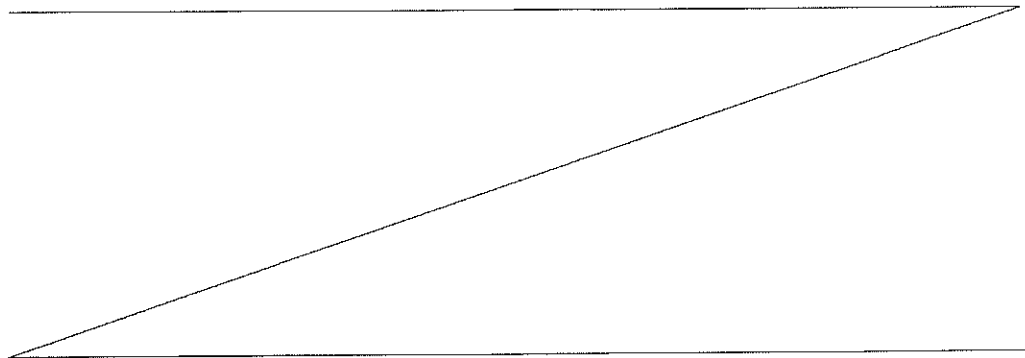
hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

#### WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 14,825.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Atlantic Township, Dare County, North Carolina, which is particularly described as follows:

Point of beginning being S 1^40'28.0" W, 188,940 feet from -L- Sta 62+00 thence along a curve 131.113 feet and having a radius of 911.474 feet. The chord of said curve being on a bearing of N 8^42'5.8" W, a distance of 131.000 feet thence to a point on a bearing of N 4^34'50.5" W 131.076 feet thence to a point on a bearing of S 59^18'18.9" W 11.137 feet thence to a point on a bearing of S 4^34'50.5" E 44.020 feet thence to a point on a bearing of S 4^34'50.5" E 82.154 feet thence along a curve 132.551 feet and having a radius of 921.474 feet. The chord of said curve being on a bearing of S 8^42'5.8" E, a distance of 132.437 feet thence to a point on a bearing of S 12^49'21.1" E 26.049 feet thence to a point on a bearing of S 22^56'15.7" W 41.024 feet thence to a point on a bearing of S 22^56'15.7" W 5.257 feet thence to a point on a bearing of N 66^31'44.2" E 37.695 feet thence to a point on a bearing of N 12^49'21.1" W 56.638 feet returning to the point and place of beginning. Having an area of 3619.453 Sqr feet being 0.083 acres.

COUNTY: Dare WBS ELEMENT: 41162.2.1 TIP/PARCEL NO.: R-5014 035



IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

**TCE Right**

Point of beginning being S 24°29'20.9" W, 338.533 feet from -L- Sta 62+00 thence to a point on a bearing of N 66°31'44.2" E 122.976 feet thence to a point on a bearing of N 22°56'15.7" E 5.257 feet thence to a point on a bearing of S 69°2'24.9" W 103.865 feet thence to a point on a bearing of S 46°58'30.4" W 24.427 feet returning to the point and place of beginning. Having an area of 699.417 Sqr feet being 0.016 acres.

**TCE Right**

Point of beginning being N 34°40'29.1" W, 79.773 feet from -L- Sta 62+00 thence to a point on a bearing of S 59°18'18.9" W 5.568 feet thence to a point on a bearing of S 4°34'50.5" E 16.569 feet thence to a point on a bearing of S 15°53'26.2" E 25.495 feet thence to a point on a bearing of N 4°34'50.5" W 44.020 feet returning to the point and place of beginning. Having an area of 151.473 Sqr feet being 0.003 acres.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

none

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Dare County Registry in Deed Book 922 Page 519.

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 41162.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 41162.2.1, Dare County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law

COUNTY: Dare WBS ELEMENT: 41162.2.1 TIP/PARCEL NO.: R-5014 035

to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:  
None

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Dare County

\_\_\_\_\_  
By: Robert Outten – County Manager (SEAL) \_\_\_\_\_ (SEAL)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that <b>Robert Outten, County Manager for Dare County</b> personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public

COUNTY: \_\_\_\_\_ Dare \_\_\_\_\_ WBS ELEMENT: 41162.2.1 TIP/PARCEL NO.: \_\_\_\_\_ R-5014 035

(Official Seal)	My commission expires: _____
(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that _____ personally appeared
	before me this day and acknowledged the due execution of the foregoing instrument.
	Witness my hand and official seal this the _____ day of _____, 20 _____
	_____
	Notary Public
(Official Seal)	My commission expires: _____





*Consulting Assistance For Legislative Issues*

**Description**

The Board will discuss whether to retain a firm to provide consulting assistance on legislative issues impacting Dare County.

Attached is a proposal from McGuireWoods Consulting.

**Board Action Requested**

Discuss and take appropriate action

**Item Presenter**

Robert Outten, County Manager



December 20, 2018

Hon. Robert L. Woodard, Chairman  
County of Dare Board of Commissioners  
Post Office Box 1000  
Manteo, NC 27954

Dear Mr. Chairman:

Thank you for the opportunity to represent Dare County. This letter constitutes the proposal of McGuireWoods Consulting LLC ("MWC") to represent Dare County, and, with your approval on behalf of the County, will constitute our agreement.

1. **Nature and Scope of Representation:** MWC will provide lobbying and government relations services to Dare County and agrees to represent the interests of the County, as directed by the County, before the North Carolina General Assembly
2. **Fees:** MWC will provide the above-described services for a fixed fee of fifty thousand dollars (\$50,000.00) to be paid monthly at a rate of five thousand dollars (\$5,000.00) during the time period of January 1, 2019 through October 31, 2019.
3. **Expenses:** Dare County will be responsible for expenses MWC incurs in providing services under this Agreement, including lobbyist and principal registration fees, travel costs, express mail and other delivery services. Any secretarial or other administrative overtime expenses will be included in the fixed fee and will not be charged to Dare County.
4. **Period of Agreement:** The period of this Agreement will begin on January 1, 2019 and end on December 31, 2019.
5. **Terms of Payment:** The monthly fee described above will be due and payable on the first day of each month in which services are to be rendered. MWC will provide an invoice on or before the beginning of each month for the monthly fee. For any bill not paid within sixty (60) days after it is rendered, MWC reserves the right to impose a late charge of one and one-half percent (1.5%) per month from the date it is rendered. All bills will be in summary form showing in general terms the services provided
6. **Termination:** This Agreement is subject to termination by either party upon thirty (30) days' written notice, unless otherwise agreed to by the parties in writing. In the event of termination, MWC's final bill for services performed through the effective date of termination will be on a prorated monthly basis based on the monthly fee unless the parties have otherwise agreed in writing.
7. **Independent Contractor Status:** MWC will serve as an independent contractor with the authority to control and direct the performance of the details of the services to be provided following appropriate consultation with you or your representatives.

- 8. Confidentiality:** All discussions between Dare County representatives and MWC staff and the nature of our relationship will be kept confidential unless permission is expressly given by you or your representatives to disclose such information. Such confidentiality shall survive the termination or expiration of this Agreement.
- 9. Lobbyist Registration:** The provision of government relations services in the State of North Carolina or with regard to federal entities and officials may require the registration of MWC personnel as lobbyists on behalf of Dare County. MWC will work with Dare County to determine if and when a lobbyist registration statement should be filed with the appropriate state or federal authority. Once filed with the appropriate state or federal authority, such registration statements are publicly available. Additionally, registration as a lobbyist on behalf of Dare County requires us to file disclosure statements describing the work undertaken on your behalf and the fees and expenses attributable to the lobbying activity. Dare County agrees to cooperate with providing any required information in order to timely file a registration statement, if applicable, and any resulting disclosure statement. The duty to cooperate with completing the required lobbying disclosure statements will survive the termination or expiration of this Agreement.
- 10. Representative Clients:** From time to time, MWC may furnish a list of representative clients to prospective clients. The listing is by name alone and does not contain any confidential information gained in MWC's representation of you. Additionally, any representation of Dare County by MWC that requires us to register as lobbyists with the State of North Carolina becomes public information upon the filing of such registration statements. Please inform me if you do not wish MWC to include you in a list of representative clients that is not otherwise publicly available.
- 11. No Attorney-Client Relationship Established:** Please note that MWC is a wholly owned subsidiary of McGuireWoods LLP, a full-service law firm serving clients throughout the United States and around the world ("McGuireWoods law firm"). From time to time various lawyers at the McGuireWoods law firm provide non-legal services to MWC clients, but MWC does not provide legal services or advice, nor does this agreement include the provision of legal services by the McGuireWoods law firm or give rise to an attorney-client relationship with Dare County. No communications with anyone at the McGuireWoods law firm will be protected by the attorney-client privilege unless you hire the law firm to provide legal services. If legal services are desired, a separate engagement with the McGuireWoods law firm may be established; it is not necessary for a client to engage the McGuireWoods law firm in order to obtain MWC's services, or vice versa.
- 12. Conflicts of Interest:** By executing this Agreement, you acknowledge that you are not represented by the McGuireWoods law firm and you consent to the McGuireWoods law firm's representation of other persons and entities on legal matters, including litigation, that may adversely affect your interests, directly or indirectly, but are unrelated to the specific representation you have asked MWC to undertake on your behalf. Additionally, you consent to MWC's representation of other persons and entities on matters unrelated to the specific representation you have asked MWC to undertake on your behalf and that may adversely affect your interests, directly or indirectly.
- 13. Limitation of Liability:** MWC's maximum liability relating to services rendered under this agreement (whether in tort, contract, strict liability, or otherwise) shall be limited to the fees paid to MWC for the portions of its services giving rise to liability. In no event shall MWC be liable for any consequential, special, indirect, incidental, or punitive damages or expenses (including, without limitation, lost profits, opportunity costs, etc.) even if it has been advised of the possible existence of such damages. This provision shall survive the completion of this Agreement.

**14. Amendment:** Any amendment to this Agreement must be mutually agreed to in writing by both parties.

If the foregoing terms are agreeable to you, please sign below to indicate your approval of this Agreement on behalf of Dare County and return the signed version to me at [hkaplan@mcguirewoods.com](mailto:hkaplan@mcguirewoods.com). If you do not return a signed Agreement but continue to instruct us on this engagement that will constitute your acceptance of these terms. We look forward to continuing to work with you.

Sincerely,

MCGUIREWOODS CONSULTING LLC

By: \_\_\_\_\_  
Harrison J. Kaplan  
Senior Advisor

Approved:

COUNTY OF DARE, BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Robert L. Woodard, Chairman

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



*Presentation of June 30, 2018 Audit Results and Comprehensive Annual Financial Report (CAFR)*

**Description**

The results of the audit for the fiscal year ended June 30, 2018 and the CAFR will be presented by Bob Taylor, Partner with Potter & Company, and David Clawson, Finance Director.

**Board Action Requested**

None, report only.

**Item Presenter**

Bob Taylor, Potter & Company; David Clawson, Finance Director



*Dare County Department of Health and Human Services  
Public Health Division  
Revision of Dare County Ordinance Chapter 91 Animals Section 91.033  
General Care and Tethering of Dogs*

**Description**

A revision to the current Dare County ordinance is requested to more effectively address offenses that pertain to violations of Dare County Ordinance Chapter 91 Section 91.033 General Care and Tethering of Dogs following a public hearing relating to the same.

**Board Action Requested**

Adopt revised ordinance

**Item Presenter**

Sheila F. Davies, PhD

§ 91.033 GENERAL CARE AND TETHERING OF DOGS.

(A) It shall be unlawful for any person to restrain a dog using a chain, wire or other type of tethering device on vacant or unoccupied property.

(B) It shall be unlawful for any person to restrain a dog using a chain, wire or other type of tethering device except under the following conditions:

(1) No person shall tether, fasten, chain, tie or restrain a dog, or cause such restraining of a dog, to a tree, fence, post, dog house, or other stationary object for more than a total of 3 hours in a 24-hour period.

(2) During periods of tethering, any tethering device used shall be at least 10 feet in length and attached in such manner as to prevent strangulation or other injury to the dog and entanglement with objects. If a cable trolley system is used for tethering, the length of the cable along with the tethering device must be at least 10 feet in length and the dog must be able to move 10 feet away from the cable perpendicularly and be attached to the dog in such a manner to prevent strangulation or other injury to the dog and entanglement with objects.

(3) The tether shall be connected to the dog by a body harness made of nylon or leather, not less than 1 inch in width and where the weight of the tethering device and the collar cannot exceed 10% of the dog's body weight.

(4) No person shall tether a dog with a chain or wire or other device, or cause such attachment that does not terminate at both ends with a swivel.

(5) No person shall tether with a chain or wire or other device to, or cause such attachment to, a head harness, choke-type collar or pronged collar to a dog.

(6) Tethered dogs shall have access to adequate food, water, and shelter. This includes shelter from extreme heat or near freezing temperatures, flooding, tornadoes, thunderstorms, tropical storms and hurricanes.

(7) Tethered dogs shall be at least 6 months of age. Puppies shall not be tethered. Tethered dogs shall not be sick or injured.

(8) Tethering and restraint of dogs shall be allowed when actively engaged in organized and lawful animal activities including but not limited to hunting, obedience training, field and water training, law enforcement training, herding or shepherding of livestock, and/or in the pursuit of working or competing on those legal endeavors.

(C) A chain or rope is acceptable in the place of a leash when walking a dog as long as the dog has an appropriate collar or harness.

(D) Any person found in violation of the regulations described in this section shall be subject to the following fines:

(1) First offense: Subject to citation and \$100 fine (if the dog is not spayed or neutered, the fine may be voided in lieu of the owner having the pet spayed or neutered by a veterinarian and providing to the animal control officer documented proof of such within 14 days).

(2) Second offense: Subject to a class 3 misdemeanor and fine of up to \$500 and forfeiture of the dog to Dare County Animal Control.

(Adopted 5-15-2017)

The current language in the ordinance (highlighted above) will be replaced with the following:

(1) First Offense: If, after conducting an investigation, Animal Control determines there has been a violation, Animal Control shall explain Dare County Ordinance Section 91.033 General Care and Tethering of Dogs to dog owner in violation of said ordinance. Animal Control will issue a warning and the dog must be untethered immediately. Failure to comply with the order to immediately untether will constitute a second offense as set forth in paragraph D (2) of this section and the dog will be taken into the custody of Animal Control consistent therewith.

(2) Second Offense: Animal Control will take possession of the animal for a period of 14 days and the owner in violation of the ordinance may be charged with a class 3 misdemeanor and a fine will be imposed up to \$500.00. During the 14 day period the animal will be housed at the Dare County Animal Shelter at the owner's expense and accommodation must be made to secure the pet without the need to tether and demonstrate to Animal Control that such accommodations have been made. In the event that the animal has not been spayed or neutered, the fine may be waived in lieu of the owner having the pet spayed or neutered by a veterinarian before end of the 14 day period. If, after 14 days, the owner is able to demonstrate to Animal Control that accommodations have been put in place to secure the dog in an appropriate manner without the need to tether, the dog will be returned to the owner. If said accommodations have not been made, the dog will become the property of Dare County Animal Control.





*Consent Agenda*

**Description**

1. Approval of Minutes (12.03.18)
2. NCDOT Colington Road Widening Project Agreement, Capital Project Ordinance and Budget Amendment
3. Emergency Management LEPC & HSGP Grants
4. Systel Statement of Work

**Board Action Requested**

Approval

**Item Presenter**

County Manager, Robert Outten



*Approval of Minutes*

**Description**

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

**Board Action Requested**

Approve Previous Minutes

**Item Presenter**

County Manager, Robert Outten



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

---

## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**9:00 a.m., December 3, 2018**

Commissioners present: Chairman Robert Woodard, 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  
Public Information Officer, Dorothy Hester  
Clerk to the Board, Gary Lee Gross

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

Chairman Woodard called the meeting to order at 9:00 a.m. He invited Rev. Craig Peel to share a prayer, and then he led the Pledge of Allegiance to the flag.

#### **ITEM 1 – HOLIDAY MUSIC – MANTEO HIGH SCHOOL CHOIR**

The Manteo High School Choir, under the direction of Becki Rea, performed several musical selections as a gift of holiday music, which were well received by everyone at the meeting.

#### **ITEM 2 – SWEARING IN CEREMONY (Att. #1)**

The oath of office was administered to newly elected public officials including the Register of Deeds and members of the Dare County Board of Commissioners. NC Representative Beverly Boswell administered the oath of office to Register of Deeds Cheryl House. Clerk to the Board, Gary Lee Gross, administered the oath of office to Commissioner Jim Tobin (District 1), Commissioner Rob Ross (District 2), and Ervin Bateman (District 5).

#### **ITEM 3 – ELECTION OF CHAIRMAN (Att. #2)**

Gary Lee Gross, Clerk to the Board, conducted the election. He explained that no second would be necessary for a nomination and four votes would be required to win election.

##### **NOMINATION**

Commissioner Ross nominated Commissioner Woodard for Chairman. There were no other nominations.

VOTE: AYES – Seven votes by a show of hands

Commissioner Woodard was re-elected Chairman by unanimous vote.

#### **ITEM 4 – ELECTION OF VICE CHAIRMAN (Att. #3)**

Newly re-elected Chairman Woodard conducted the election of Vice Chairman.

##### **NOMINATION**

Commissioner Bateman nominated Commissioner Overman.

There were no other nominations.

VOTE: AYES – Seven votes by a show of hands

Commissioner Overman was re-elected Vice Chairman by unanimous vote.

**RECESS: 9:31 a.m. – 9:41 a.m.**

#### **ITEM 5 – OPENING REMARKS – CHAIRMAN’S UPDATE**

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

- Asked for a moment of silence in honor of former President George H.W. Bush.
- Shared a thank you note from recently retired Commissioner Jack Shea.
- On behalf of the Governor, presented the Order of the Long Leaf Pine to Dr. Walter Holton and thanked him for his service to the community.
- Chairman Woodard summarized a joint letter with Nags Head Mayor Ben Cahoon opposing the recent federal announcement about allowing seismic testing in the Atlantic Ocean. He promised to keep exerting pressure at every level on this important issue.
- Presented the published Annual Report from the Department of Health & Human Services.
- The Chairman, along with Health & Human Services Director Sheila Davies, honored soon to be retiring Environmental Health Supervisor Jack Flythe for his 33 years of service.

#### **ITEM 6 – PRESENTATION OF COUNTY SERVICE PINS**

- 1) Jennifer Peele, Public Health Division, received a 10-year pin.
- 2) Kim Whitehurst, Emergency Medical Services, received a 15-year pin.
- 3) Elizabeth Twine, Public Health Division, received a 20-year pin.

#### **ITEM 7 – EMPLOYEE OF THE MONTH – DECEMBER 2018**

Claudia Neal received the Employee of the Month award from Tammy Reber who described the many ways that Ms. Neal is an asset to the Social Services Division.

#### **ITEM 8 – PUBLIC COMMENTS**

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

*The following comments were made in Manteo –*

1. Spottswood Graves provided information about the upcoming Dr. Martin Luther King, Jr. celebration on Saturday, January 12, 2019 and invited everyone to attend and share a meal together. He noted that Chairman Woodard will be the featured speaker.

*There were no comments made in Buxton –*

**ITEM 9 – RESOLUTION ADDRESSING PROBLEMS WITH E-CIGARETTES (Att. #4)**

Sheila Davies, on behalf of the Health and Human Services Board, asked Commissioners to approve a resolution asking the North Carolina Legislature to address the problems that are associated with the increased use of e-cigarettes by young people. She outlined the dangers associated with flavored products that are being targeted to youth. Ms. Davies also thanked Vice Chairman Overman and the Saving Lives Task Force for supporting this issue.

**MOTION**

Vice Chairman Overman motioned to adopt the resolution as presented.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 10 – CONSENT AGENDA**

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

**MOTION**

Commissioner Ross motioned to approve the Consent Agenda:

1) Approval of Minutes (11.19.18) **(Att. #5)**

2) Resolution to Convey Personal Property to The College of the Albemarle **(Att. #6)**

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 11 – BOARD APPOINTMENTS**

1) Board of Equalization and Review

Vice Chairman Overman motioned to reappoint Nelson “Skip” Jones, Jonathan Waddill, Jeffrey Scott, Terry Gore, and Charles Evans

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

2) Community Child Protection Team & Child Fatality Prevention Team

Vice Chairman Overman motioned to appoint Beth Storie.

Commissioner Tobin and Commissioner House seconded the motion.

VOTE: AYES unanimous

3) Special Motor Vehicle Valuation Review Board

Vice Chairman Overman motioned to reappoint Danny Couch, Dock Sawyer, David Light.

Commissioner House seconded the motion.

VOTE: AYES unanimous

4) Upcoming Board Appointments

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

**ITEM 12 – 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 Tobin

- Commended the Dare County Cooperative Extension Master Gardener Program on receiving an International Master Gardener Search for Excellence Award.
- Reported on his recent trip to New Orleans to meet with firms regarding the design of the County's dredge vessel. He explained that it was a positive and productive trip.
- Welcomed Commissioner Ervin Bateman to the Board of Commissioners.
- Provided an update on conditions at Oregon Inlet and gave a status report on the dredge vessel "Currituck" that recently encountered motor trouble while traveling to Dare County.

### Commissioner Ross

- Extended a welcome to newly elected Commissioner Ervin Bateman.
- Mentioned a series of upcoming community events during December including the Nags Head Law Enforcement Luncheon, the Juvenile Crime Prevention Council Holiday Luncheon, Wright Brothers Flyover Celebration, and the return of the Candy Bomber.
- Reported on the recent opening of PORT Health Services clinic in Hatteras Village.
- Noted that Trillium Health Resources will be working closely with the County on significant changes that are associated with the upcoming Medicaid transformation.
- Commented on the Record of Decision that is expected soon for the Mid-Currituck Bridge, which will clear the way for construction work to begin.
- Commissioner Ross asked the Board to appoint Howard Swain to the remaining term on the County's open At-Large seat on the Albemarle Commission, which has one year remaining. He noted that Mr. Swain is highly qualified. Chairman Woodard added that he knows Mr. Swain and supports this appointment.

### **MOTION**

Commissioner House motioned to appoint Howard Swain to the remaining term on the County's open At-Large seat on the Albemarle Commission.

VOTE: AYES unanimous

### Commissioner House

- Welcomed Commissioner Ervin Bateman to the Board of Commissioners.
- Expressed condolences to the family of President George H.W. Bush.
- Thanked retiring Environmental Health Supervisor Jack Flythe for his service.
- Recognized Nags Head Fire Chief Kevin Zorc, who retired this week.
- Noted that the General Assembly is in session in Raleigh and outlined funds being made available to help people recover from hurricane damage.
- Wished everyone a Merry Christmas and a safe and Happy New Year.

### Vice Chairman Overman

- Congratulated the service pin recipients and the Employee of the Month.
- Said Jack Flythe will be missed when he retires as the Environmental Health Supervisor.
- Thanked Dr. Walter Holton for his many years of service to the community.
- Commended Kitty Hawk Elementary School on receiving national recognition as a School of Excellence.
- Reported that good progress is being made to establish a Recovery Court in Dare County.

- Thanked PORT Services on beginning operations in Hatteras Village.
- Mentioned the grand opening of the new site for the Employee Wellness Clinic.
- Extended a welcome to newly seated Commissioner Ervin Bateman.
- Thanked Commissioners for their vote of confidence in reelecting him as Vice Chairman.
- Wished everyone a Merry Christmas and a Happy New Year.

#### Commissioner Bateman

- Said he feels fortunate to serve as a Dare County Commissioner and pledged that he will do his best to add to the greatness of the Board.
- Reported on the recent PORT Services opening in Hatteras and explained why it is important to have resources close at hand when someone is ready to reach out for help.
- Noted that all his dealings with retiring Environmental Health Supervisor Jack Flythe have been very professional.
- Expressed the upmost of respect for the service of Dr. Walter Holton.
- Chairman Woodard thanked Commissioner Bateman for working with Vice Chairman Overman in developing a Recovery Court for Dare County.

#### Commissioner Couch

- Noted that he served with Dr. Walter Holton on the Board of Education and said he appreciated Dr. Holton's countywide perspective on educational issues.
- Invited everyone to Hatteras on Saturday, December 8 for the annual Christmas parade.
- Thanked the Manteo High School Choir for their wonderful musical performance today.

#### Chairman Woodard

- Thanked Commissioners for their vote of confidence in reelecting him as Chairman. He added that he looks forward to working with everyone in the coming year.
- Voiced excitement about Commissioner Ervin Bateman joining the Board.
- Congratulated Commissioner Tobin and Commissioner Ross on taking their oath of office.
- Extended best wishes to Cheryl House as the new Register of Deeds for Dare County
- Wished everyone a Merry Christmas and a prosperous and Happy New Year.

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

1. Congratulated Commissioners Tobin, Ross, and Bateman on each taking their oath of office today and said staff is here to assist them in serving the people of Dare County.
2. The County Manager outlined a need to change language in the County's tethering ordinance in order to give latitude and flexibility to those who enforce the regulations. He noted that the proposed changes have been vetted by the Sheriff and the SPCA. He said although a Public Hearing is not required, he recommended that the Board consider scheduling a Public Hearing to seek community input.

#### **MOTION**

Commissioner Ross motioned to set a Public Hearing for January 7, 2019 on the proposed changes to the tethering ordinance.

Commissioner House and Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

3. Mr. Outten reported on discussions that have occurred with Town of Manteo officials about possibly working together on a proposed Manteo Town Commons Project at the site of the old Dare County Administration. He asked for approval to move forward in working with the Town prior to demolition of any County-owned structures at the site.

**MOTION**

Vice Chairman Overman and Commissioner Couch motioned to authorize the County Manager to work with the Town of Manteo as outlined.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Public Information Officer Dorothy Hester announced that Chairman Woodard will be giving his 2018 Year in Review report at a special Chamber of Commerce breakfast at Captain George's Restaurant at 8:00 a.m., on Wednesday, January 16, 2019.

Finance Director David Clawson gave Commissioners an update on meetings with FEMA regarding eligibility for storm reimbursement. He also announced that Dare County's annual audit was submitted on time last week. The County Manager noted that Mr. Clawson and his staff deserve kudos for meeting the audit deadline, which many jurisdictions throughout the State are unable to do.

**ITEM 13 – CLOSED SESSION**

The County Manager asked for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege including the matter of Dare County v PCL Civil Constructors, Inc.; and pursuant to NCGS 143-318.11(a)(5) to instruct County staff, or negotiating agents, concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract or proposed contract, for the acquisition of real property by purchase, option, exchange, or lease in the matter of Buxton Harbor and the matter of the Old Kellogg Supply Building; and to approve the minutes of the last Closed Session.

**MOTION**

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

Vice Chairman Overman and Commissioner House seconded the motion.

VOTE: AYES unanimous

At 11:20 a.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 12:35 p.m. and Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes and gave guidance to the County Attorney on real property matters at Buxton Harbor and the Old Kellogg Supply Building. He then advised that PCL Civil Constructors has agreed to a \$350,000 settlement with the County regarding the power outage on Hatteras Island, which was discussed in Closed Session and recommended for approval in open session by the Board.

**MOTION**

Commissioner Tobin motioned to accept the PCL settlement offer of \$350,000.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous



Commissioner Couch asked the Board for a letter of support to have the Graveyard of the Atlantic Museum included in the State's budget. He said they seek \$1.5 M in the upcoming budget cycle and outlined the importance of this funding for the Hatteras Village museum. Commissioner Tobin noted that the Monitor National Marine Sanctuary has items to be displayed and obtaining State funding would help make a controlled environment possible.

**MOTION**

Commissioner Couch motioned to authorize a letter from the Chairman seeking State funding for the Graveyard of the Atlantic Museum.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

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

**MOTION**

Commissioner House motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 12:47 p.m., the Board of Commissioners adjourned until 9:00 a.m., January 7, 2019.

Respectfully submitted,

[SEAL]

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

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



*NC DOT Colington Road Widening Project R-5014  
Utility Construction Agreement Approval and Capital Project Ordinance*

**Description**

The NC DOT Utility Construction Agreement, associated with the Colington Road (SR 1217) requires the Dare County Water Department to relocate approximately 16,000 feet of water lines along the project. NC DOT shall pay the non-betterment cost to relocate the existing water lines at their expense under our right-of-way agreement with NC DOT (NC General Statue 136-27.1). Dare County water is taking this opportunity to replace approximately 14,650 feet of 8 inch asbestos-cement pipe with 12 inch PVC pipe. Dare County will agree to pay the betterment cost between the eight inch and 12 inch pipe at an estimated costs of \$310,044.47. The increase in pipe size was recommended by the consulting engineer during construction Colington Pump Station and Elevated Tank in 1993. The increase in pipe size will increase water pumping efficiency and improve fire flows in the Colington area. Surplus water funds can be utilized to fund the betterment cost.

**Board Action Requested**

Approval of Utility Construction Agreement and Capital Project Ordinance

**Item Presenter**

Ken Flatt

**County of Dare, North Carolina**  
**Capital Project Ordinance**  
**for**  
**FY 2019 Water CIP Project**

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

Section 1           The project authorized is the Colington Road Widening Betterment Project as approved by the Board on 1/7/2019.

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

Section 3           The following amounts are appropriated for the projects:

Colington Road Betterment	385815-737010-38051	\$310,045
---------------------------	---------------------	-----------

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

Transfer from Water Fund (E&R)	383040-473600-38049	\$310,045
--------------------------------	---------------------	-----------

Section 5           The Finance Officer is directed to report the financial status of the project as a part of the normal monthly reporting process.

Section 6           Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to the Board of Commissioners.

\_\_\_\_\_  
County Manager      Date

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Water Fund					
<u>Revenues:</u>					
Appropriated fund balance - Extension & Replacement	363800	499900	38051	\$310,045	
<u>Expenditures:</u>					
Transfer to Water Capital Projects Fund	364815	590138	38051	\$310,045	

Explanation:

Colington Road betterment project

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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

NORTH CAROLINA  
DARE COUNTY

**UTILITY CONSTRUCTION AGREEMENT (UCA)**

DATE: 12/4/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

Project: R-5014

AND

WBS Elements: 41162.3.1

DARE COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Dare County, hereinafter referred to as the "County."

**WITNESSETH:**

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-5014, in Dare County, said plans consists of operational safety improvements on SR 1217 (Collington Road) from dead end to US 158 (Croatan Highway) in Kill Devil Hills; Dare County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the County for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Department shall place provisions in the construction contract for Project R-5014, Dare County, for the contractor to adjust and relocate water lines. The County will reimburse the Department for the Betterment costs of upgrading the existing 8" water line to a proposed 12" water line.
2. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

3. The County shall be responsible for the Betterment costs of \$310,044.47 as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The County shall reimburse the Department for said costs as follows:
  - A. Upon completion of the highway work, the Department shall submit an itemized invoice to the County for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.
  - B. Reimbursement shall be made by the County in one final payment within sixty (60) days of said invoice.
  - C. If the County does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
  - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The County will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
  - E. Any cost incurred due to additional utility work requested by the County after award of the construction contract, shall be solely the responsibility of the County. The County shall reimburse the Department 100% of the additional utility cost.
4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the County shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the County shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the County shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the County upon completion of construction of the project and its acceptance by the Department from its contractor unless the County notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.

- A. The County obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
6. 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

L.S. ATTEST: DARE COUNTY  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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

Approved by \_\_\_\_\_ of the local governing body of the Dare County as attested to by the signature of Clerk of said governing body on \_\_\_\_\_ (Date)

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_

Remittance Address:

Dare County

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

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

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)



# EXHIBIT B

R-5014 COLINGTON ROAD WATERLINE RELOCATION AGREEMENT ESTIMATE

WBS	PROJECT	TIP NO.	FEDERAL AID NO.	COUNTY
41162.3.1	C204182-UT	R-5014	STP-1217(B)	DARE

LOCATION: SR 1217 (COLLINGTON RD.) FROM DEAD END TO US 158 (CROATON HWY) IN KILL DEVIL HILLS  
ROADWAY ITEMS PARTICIPATING

WORK: SAFETY IMPROVEMENTS

TYPE	ITEM NUMBER	SECTION	UNITS	ITEM	QUANTITY	\$ UNIT PRICE	\$ COST
D	0318000000-E	300	TON	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1200		
D	0320000000-E	300	SYD	FOUNDATION CONDITIONING GEO-TEXTILE	1000		
U	5836000000-E	1540	LF	24" ENCASEMENT PIPE	320		
P	1693000000-E	654	TON	ASPHALT PLANT MIX, PAVEMENT REPAIR	1520		
P	2612000000-E	848	SY	6" CONCRETE DRIVEWAY	180		
P	5319000000-E	1505	CY	CLASS B CONCRETE FOR ENCASING UTILITY LINES	6		
U	5325200000-E	1510	LF	2" WATER LINE	50		
U	5325600000-E	1510	LF	6" WATER LINE	310		
U	5325800000-E	1510	LF	8" WATER LINE	80		
U	5326200000-E	1510	LF	12" WATER LINE	15456		
U	5329000000-E	1510	LB	DUCTILE IRON WATER PIPE FITTINGS	41235		
U	5536000000-E	1515	EA	2" VALVE	4		
U	5540000000-E	1515	EA	6" VALVE	16		
U	5546000000-E	1515	EA	8" VALVE	4		
U	5558000000-E	1515	EA	12" VALVE	37		
U	5572000000-E	1515	EA	12" X 6" TAPPING SLEEVE & VALVE	1		
U	5589100000-E	1515	EA	1" AIR RELEASE VALVE	10		
U	5643100000-E	1515	EA	3/4" WATER METER	21		
U	5649000000-N	1515	EA	RECONNECT WATER METER	65		
U	5666000000-N	1515	EA	FIRE HYDRANT	6		
U	5672000000-N	1515	EA	RELOCATE FIRE HYDRANT	8		
U	5801000000-E	1530	EA	ABANDON 8" UTILITY PIPE	14650		
U	5815000000-N	1530	LF	REMOVE WATER METER	21		
U	5815500000-N	1530	EA	REMOVE FIRE HYDRANT	2		
U	5889000000-E	1510	LF	GENERIC UTILITY PIPE (POLYETHYLENE ENCASEMENT PIPE)	100		
B	8175000000-E	420	CY	CLASS AA CONCRETE (CRADLE)	25		
C	8245000000-E	425	LB	REINFORCING STEEL ( CRADLE)	1900		
<b>TOTAL NCDOT COST</b>						<b>\$ 2,039,265.44</b>	

ROADWAY ITEMS NPAR ( DARE COUNTY WATER )

TYPE	ITEM NUMBER	SECTION	UNITS	ITEM	QUANTITY	\$ UNIT PRICE	\$ COST
U	5326200000-E	1510	LF	12" WATER LINE	13171		
U	5558000000-E	1515	LF	12" VALVE	25		
U	5329000000-E	1510	LB	DUCTILE IRON FITTINGS	19375		
U	5836000000-E	1540	LF	24" ENCASEMENT PIPE	200		
U	5771000000-N	1500	EA	INTERCONNECTION METER VAULT	1		
<b>TOTAL DARE CO. WATER COST</b>						<b>\$ 310,044.47</b>	

Project: R-5014

UC-1

EXHIBIT C  
County: Dare

PROJECT SPECIAL PROVISIONS  
Utility Construction

CDM Smith, Inc.  
5400 Glenwood Avenue, Suite 400  
Raleigh, NC 27612

(Seal)

DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

Revise the 2018 Standard Specifications as follows:

**Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:**  
add the following sentences:

“The utility owner is Dare County. The contact person is Patrick Irwin and he can be reached by phone at (252) 475-5603.”

**Page 15-2, Sub-article 1500-5 Relation of Water Mains to Sewers:**  
Add the following sentences after line 9:

“There shall be a minimum of 12” vertical separation between water mains and storm drain lines. If the water main is under the storm drain, the water main shall be covered with unopened bags of concrete mix. One bag shall be placed on the water main centered under the storm drain and one bag shall be placed on each side of the centered bag. There shall be a minimum of 24” horizontal separation between water mains and storm drain lines.”

**Page 15-2, Sub-article 1500-7 Submittals and Records:**  
Add the following sentences after line 25:

“Product Data: Submit data on all pipe materials, pipe fittings, valves and accessories. Manufacturer's Installation Instructions: Submit special procedures required to install Products specified. Manufacturer's Certificate: Certify that products meet or exceed specifications.

Submit product data for steel casing pipe and pipe supports.

For disinfecting water lines, submit procedures, proposed chemicals, and treatment levels for review.”

**Page 15-2, Sub-article 1500-7 Submittals and Records:**  
Add the following sentences after line 35:

“Record location and depth of cover for pipe runs, valves, tees, and other fittings. Identify and

describe variations to drawings and discovery of unidentified buried objects. Provide color photographs for all tee and valve connections and fire hydrant assemblies taken prior to placing any backfill. Photographs shall be numbered and keyed to the appropriate location on the as-built drawings. For abandoned utilities, indicate removal termination point for underground utilities on record documents. For encasement pipe, record actual locations of casing, carrier pipe, and invert elevations. Record locations of all air release valves.”

**Page 15-2, Sub-article 1500-9 Placing Pipelines into Service:**

Replace last paragraph with the following:

“Schedule and notify owners and customers in advance of any interruptions of water service with ample time to make arrangements. Limit interruption of service to water customers to no more than 6 hours. Provide temporary connections as needed to maintain service. Obtain approval from Dare County prior to placing a new water line into service. Use backflow prevention assemblies for temporary connections to isolate new water lines from existing water line. A representative from Dare County will witness all tests performed on their water facilities.”

**Page 15-2, Sub-article 1500-9 Placing Pipelines into Service:**

Add the following provisions related to planned service interruptions:

“Coordination of temporary interruptions to water services shall be the responsibility of the Contractor. The Contractor shall schedule a coordination meeting with the Department, Engineer, and Dare County Water Department a minimum of three (3) business days prior to any planned service interruption and prior to any notices being issued. The purpose of this coordination meeting is to ensure that the Contractor has a good understanding of the requirements related to the proposed outage, verify that there are no utility conflicts, discuss any necessary contingency plans, and all equipment, materials, tools, and all other incidentals necessary to complete the work are on the project site in good working order. Should, for any reason, the Department and/or Dare County deem that the Contractor is not prepared for the proposed outage, the outage notifications will not be distributed and the outage shall be postponed a minimum of two (2) weeks. The Department will provide written notification to the Contractor of this decision. No additional contract time will be granted for this delay.

The duration of the service interruption shall be coordinated with the utility owner and the Engineer. Service interruptions to residents shall be limited to no more than six (6) hours at any given time. If the service interruption is anticipated to exceed six (6) hours, temporary service shall be provided. The Contractor shall provide all the necessary equipment and materials for temporary service. The notifications shall describe the work to be undertaken and approximate dates of the work. The text of the notifications shall be approved by the Department and Dare County in advance. The Contractor shall furnish a copy of the notification to the Engineer each time such notification is issued to the residents.

Whenever the property owner’s use of the water must be interrupted by the Work, the Contractor shall notify the residents a minimum of 48 hours prior to service interruption. This notification shall be accomplished with door hanger notification cards placed at the addresses of the affected residents. Property owners shall be informed when service interruption takes place and the

expected duration. The Contractor shall make every effort to minimize inconvenience to the public and property owners.

The Contractor shall complete the required work and restore water service within the given time period for the outage. The Engineer reserves the right to cancel or postpone the outage at any time, for any reason.”

Add the following provisions for furnishing pressurized, temporary water service:

“Provide and maintain pressurized, temporary water supply to all services connected to water mains that must be depressurized and/or interrupted for any reason related to the Work including cut in construction and ties in. The only exception to this requirement is the performance of emergency repair and if the planned interruption of service is expected to last less than six consecutive hours. Provide temporary water supply if the interruption extends past six consecutive hours.

Maintain and operate temporary water supply until completion of required disinfection and flushing procedures and, receipt of confirmation of acceptable bacteriological test results for the section of water main that was interrupted or as otherwise directed by Engineer.

The Contractor shall submit a detailed temporary water layout plan to the Engineer prior to the planned outage. The Contractor will be responsible for furnishing, installing, maintaining and removing all temporary water lines during the course of the work. All costs associated this item shall be incidental for the work that is needed for.

The temporary lines shall be leak free and installed in a neat and orderly fashion. The Contractor shall be responsible for protection of the temporary line and shall provide the personnel necessary to immediately respond to all water line breaks, leaks, and outages associated with the project. A 24-hour “hotline” shall be established for Dare County to call when a problem arises with the temporary water system. Any leaks on the temporary water service lines shall be repaired immediately. The Contractor shall also take all necessary precautions to protect the temporary water system from freezing and shall include freezing protection procedures in the temporary water layout plan.

The Contractor shall connect the temporary water system directly to the customer’s meter, utilizing all appropriate fittings. This may necessitate the meter being placed outside of the meter box. During weather that may result in the meter and/or temporary service lines freezing, the Contractor shall take all reasonable precautions (i.e, covering the meter with dirt) to prevent the meter and/or temporary bypass lines from freezing. Fire protection must be maintained at all times during construction. Temporary fire hydrants must meet the approval of the applicable Fire Department, prior to their use.

Prior to installing any temporary service lines, the Contractor shall verify the need for such lines, especially on streets with multiple water mains. Any costs incurred by installing temporary water lines that are not needed shall be at the Contractor's expense.

Backflow prevention measures will be required when the temporary water system is serving any commercial businesses. Backflow prevention measures will not be necessary when the temporary water system is only serving residential homes. Where backflow prevention is required, the system shall be installed in accordance with the Dare County Cross Connection Control Plan and the Rules Governing Public Water Systems as found in Title 15a, Subchapter 18c of the North Carolina Administrative Code.

Restrained joint PVC piping will be allowed if properly placed so as to prevent its damage by traffic. All temporary service pipe crossing streets and/or commercial driveways must cross in a fashion that will not create a traffic hazard. Boring or punching may be required when crossing streets with high traffic volume or higher speeds. Temporary piping crossing sidewalks or wheel chair access ramps must be ramped or buried. Any temporary water lines crossing a driveway shall be covered with a rubber ramp or bituminous cold patch provided by the Contractor. When temporary paving is used to ramp temporary services lines, it must be compacted by a roller or compaction device to minimize tracking. The Contractor is to maintain ramps and patches to ensure access by public. Piping must be buried when so directed by Engineer. All temporary water piping connected to fire hydrants shall be constructed in such a manner that if necessary, can be easily removed so the fire hydrant can be used for firefighting purposes with minimal effort. All such connections to the fire hydrants must be compatible with applicable Fire Department requirements for each fire hydrant outlet used. Where fire hydrants cannot be used or are not available, the Contractor shall make below ground taps for bypass connections.

Direct connections to the existing water system will not be allowed until chlorination is complete and each section of temporary line, including service lines, has passed bacteriological and turbidity testing. All dead-end temporary services lines shall be equipped with a temporary blow-off.

Temporary service lines longer than 750 linear feet must have a supply at each end. Temporary service lines must have a main line shut off valve at least every 500 feet. Fire protection must be maintained at all times during construction.

Upon activation of the newly relocated or installed pipe, the Contractor shall remove all temporary service lines and shall leave all streets, sidewalks, and adjacent properties in a condition of equal or better than original. Prior to installing the meter and connecting the customer to the new main, the existing service line shall be thoroughly flushed to remove any deposits collected during the work.

The pipe, hoses, and other materials which are to be furnished by the Contractor for use as temporary service pipe shall be clean, water tight and fully adequate to withstand the existing pressure and all other conditions of use and shall be approved by Engineer. Care shall be exercised throughout the installation of all temporary pipe and service fittings to avoid any possible contaminations of any mains or services.

All piping utilized in the temporary water system shall be NSF Standard 61 certified for use in potable water applications or FDA CFR 177.2600 approved, for use in contact with food articles, if such use is approved by NCDENR. The Contractor may utilize PVC pipe only if the pipe is equipped with restrained joints.”

**Page 15-3, Sub-article 1505-3 Construction Methods:**

add the following sentences:

“(G) Water Control: Provide groundwater control and removal as appropriate for the method of excavation and installation. Remove the groundwater using an engineered dewatering system provided in the design submittal. Keep surface waters out of the excavation and pits. ENGINEERED: Where this term is used for dewatering systems, it shall mean a standard product or packaged system that has been designed and engineered by the manufacturer. Where the Contractor elects to use a system of his own design, he shall submit the design signed and sealed by a North Carolina Professional Engineer.”

**Page 15-4, Sub-article 1505-3 (F) Construction Methods, Backfilling:**

Replace lines 35 and 36 with the following sentence

“Backfill water utility pipes in accordance with Article 300-7 and compact each layer to a density equal to at least to 98% in accordance with AASHTO T99”

**Page 15-5, Sub-article 1510-2 Materials:**

Add the following sentence after line 37:

“At all locations where pressure piping is installed and at lateral locations, non-ferrous or ferrous materials, the contractor shall install a continuous length of solid copper wire, on top and parallel to the pipe terminating to each valve box and meter box. Tracer wire shall be pro-line safety products or county approved equal”

**Page 15-6, Sub-article 1510-2 Materials:**

Replace lines 1 and 2 with the following sentences:

“The contractor shall install acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, continuously buried 12 inches below finish grade, 3 inches wide and 4 mils thick minimum, blue, continuously inscribed with the text “Caution – Water Line Buried Below”, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 2'-6" deep. Tape shall be Alarmtape by Paul Potter Associates, Detectatapc by Allen Systems, Inc., Terra Tape by Griffolyn Co., Inc., or approved equal.”

**Page 15-6, Sub-article 1510-2 Materials:**

Add the following sentence after line 4:

“Coat buried steel rods, bolts, lugs and brackets with coal tar coating before backfilling.”

**Page 15-6, Sub-article 1510-2 Materials:**

Add the following provisions:

“All gate valves, 2” and larger, shall be resilient seated wedge type, iron body and bronze mounted. All gate valves shall open by turning in a counterclockwise direction. All operating nuts, hand

wheels and chain wheels shall have the direction of opening cast on them. Gate valves shall be of the mechanical joint type and the non-rising stem type. All gate valves shall be manufactured by the American-Darling Co., Mueller Co., M&H Valve, Dresser, Clow, Kennedy Valve Co., or equal.

Tapping sleeves and valves shall be suitable for wet installation without interrupting water service in any manner. Tapping sleeves shall be fully gasketed wrap around tapping sleeve. The sleeve body shall be 18-8 stainless steel. The bolts and nuts shall be 18-8 stainless steel. The gasket shall be gridded virgin GPR compounded for water service in accordance with ASTM D2000-80M 4AA607. The outlet gasket shall be Buna-N. The flange shall be ductile iron. The tapping sleeve shall be fitted with a female 3/4" NPT test port and supplied with a 3/4" 18-8 stainless steel plug with square head. Tapping valves shall be "O" ring type with mechanical joint and conforming to AWWA C509 non-rising stem construction. Inlet flange end shall be Class 125 (ASME B16.1).

All existing and proposed water services (if listed as a hazard); dedicated fire lines; irrigation lines; and private distribution systems must be provided with a backflow prevention in accordance with the Dare County Cross Connection Control Plan and the Rules Governing Public Water Systems as found in Title 15A, Subchapter 18C of the North Carolina Administrative Code.

Fire hydrants shall be of the compression or gate type and shall be Waterous WB67 5-1/4" VO pacer with ALPHA connection, or alternate approved by dare county. All hydrants shall have a bronze to bronze main valve assembly. The hydrant shall have two 2-1/2" hose nozzles with caps and one 4-1/2" steamer connection conforming to the Dare County Water System Standards. Threads on nozzles and caps and operating nuts shall conform to National Standard Threads. Hydrants shall open by turning counterclockwise and shall be so marked. The hydrant main valve shall meet or exceed the flow requirements of AWWA C-502 and shall be at least 5-1/4" in diameter and the hydrant elbow shall be a 6" ALPHA connection end. Elbow shall have interior coated with minimum 4 mils thickness epoxy in accordance with AWWA C550. The hydrant barrel shall be of such length to provide a minimum of 3'6" of bury. All hydrants shall be traffic models with breakable safety sleeve stem coupling with ss stem coupling pins. Hydrants shall be designed for a 300 psi test pressure and a 150 psi working pressure. All hydrants shall be factory primed and finish painted. Final color of the hydrant body and bonnet shall be rustoleum enamel or equal "safety red". All hydrants shall be repainted by the contractor.

Contractor shall install at all hydrant locations a reflective hydrant marker, Stimpsonite Model 88AB or approved equal, two-way blue reflector in centerline of pavement perpendicular to hydrant location using e-bond epoxy adhesive 1240/1241 per manufacturer's specifications."

**Page 15-6, Sub-article 1510-3 (A) Construction Methods, General:**

Add the following sentences:

"Install pipe to have bearing along entire length of pipe. Excavate bell holes to permit proper joint installation."

"Install pipe using a pipe joint lubricant (soap) that meets the requirements of NSF 61."

**Page 15-6, Sub-article 1515-3 (B) Construction Methods, Testing and Sterilization:**

Add the following sentences:

“Conduct concurrent hydrostatic pressure and leakage tests, in the presence of the County Engineering Department, in accordance with AWWA C600. Slowly bring piping to test pressure and allow system to stabilize prior to conducting leakage test. Do not open or close valves at differential pressures above rated pressure.”

**Page 15-8, Sub-article 1515-3 (D) Construction Methods, Fire Hydrants:**

Add the following sentences:

“Provide support blocking and drainage gravel; do not block drain hole. After hydrostatic testing, flush hydrants and check for proper drainage.

“Paint hydrants in accordance with local color scheme.”

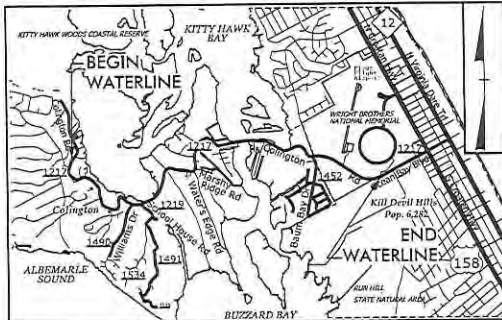
**Page 15-8, Sub-article 1515-3 (D) Construction Methods, Fire Hydrants:**

Replace lines 42-44 with the following sentences:

“Connect fire hydrants to the main with a 6 inch valve and branch line having at least as much cover as the distribution main. Set hydrants plumb with the pumper nozzle facing the roadway and set hydrants with centerline of pumper nozzle 18 inches above finished grade and safety flange not more than 6 inches nor less than 2 inches above grade.”



TIP PROJECT: R-5014



VICINITY MAP

N. T. S.

STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

UTILITY CONSTRUCTION PLANS  
DARE COUNTY

LOCATION: SR 1217 (COLINGTON RD.) FROM COLINGTON DRIVE TO BERMUDA BAY BOULEVARD

TYPE OF WORK: WATER LINE RELOCATION

WBS NO.

R-5014

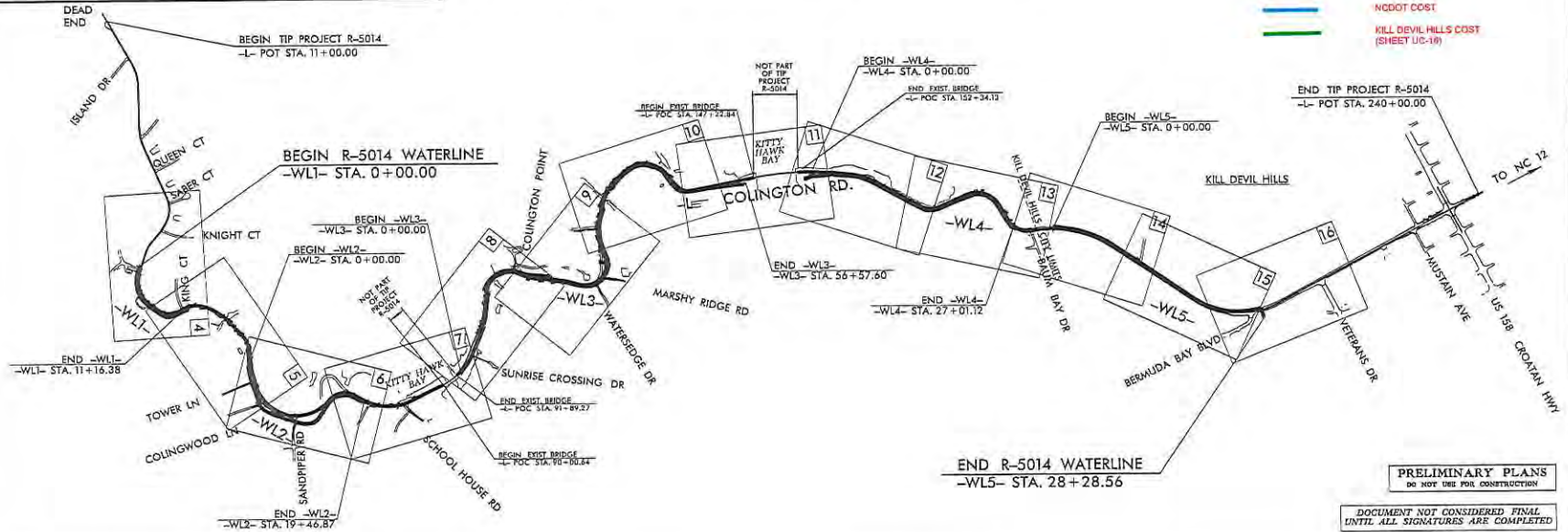
SHEET NO.

UC-1

EXHIBIT A

60% PLANS

BETTERMENT AGREEMENT PLANS

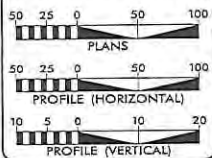


PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL  
UNTIL ALL SIGNATURES ARE COMPLETED

GRAPHIC SCALES



INDEX OF SHEETS

SHEET NO.	DESCRIPTION:
UC-1	TITLE SHEET
UC-2	UTILITY SYMBOLOGY
UC-3 THRU UC-3A	NOTES
UC-3B THRU UC-3G	DETAILS
UC-4 THRU UC-16	UTILITY PLAN SHEETS
UC-17 THRU UC-22	UTILITY PROFILE SHEETS

WATER AND SEWER  
OWNERS ON PROJECT

(A) WATER - DARE COUNTY  
WATER DEPT

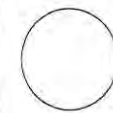
PREPARED IN THE OFFICE OF

**CDM Smith**

CDM Smith Inc.  
2400 Glenwood Avenue  
Suite 400  
Raleigh, NC 27612-2208  
NC CDA No. F-1256

DAVID DORAN PROJECT ENGINEER  
JOHN BOYER, P.E. PROJECT MANAGER  
ROBERT NAGEL, P.E. PROJECT DESIGN ENGINEER

SEAL



DIVISION OF HIGHWAYS  
UTILITIES UNIT  
ISSI MAIL SERVICES CENTER  
RALEIGH, NC 27699-1255  
PHONE (919) 761-6606  
FAX (919) 538-4657

NABIL HAMDAN UTILITIES REGIONAL ENGINEER  
KELVIN MARTIN UTILITIES ENGINEER  
KYLE PLEASANT UTILITIES AREA COORDINATOR  
DAYTON MARTIN UTILITIES COORDINATOR

STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

**UTILITIES PLAN SHEET SYMBOLS**

**PROPOSED WATER SYMBOLS**

Water Line (Sized as Shown)	—————
11¼ Degree Bend	—————
22½ Degree Bend	—————
45 Degree Bend	—————
90 Degree Bend	—————
Plug	—————
Tee	—————
Cross	—————
Reducer	—————
Gate Valve	—————
Butterfly Valve	—————
Tapping Valve	—————
Line Stop	—————
Line Stop with Bypass	—————
Blow Off	—————
Fire Hydrant	—————
Relocate Fire Hydrant	—————
Remove Fire Hydrant	REM FH
Water Meter	—————
Relocate Water Meter	—————
Remove Water Meter	REM WM
Water Pump Station	—————
RPZ Backflow Preventer	—————
DCV Backflow Preventer	—————
Relocate RPZ Backflow Preventer	—————
Relocate DCV Backflow Preventer	—————

**PROPOSED SEWER SYMBOLS**

Gravity Sewer Line (Sized as Shown)	—————
Force Main Sewer Line (Sized as Shown)	—————
Manhole (Sized per Note)	—————
Sewer Pump Station	—————

**PROPOSED MISCELLANEOUS UTILITIES SYMBOLS**

Power Pole	—————
Telephone Pole	—————
Joint Use Pole	—————
Telephone Pedestal	—————
Utility Line by Others (Type as Shown)	—————
Trenchless Installation	—————
Encasement by Open Cut	—————
Encasement	—————

Thrust Block	—————
Air Release Valve	—————
Utility Vault	—————
Concrete Pier	—————
Steel Pier	—————
Plan Note	—————
Pay Item Note	—————

NOTE  
PAY ITEM

**EXISTING UTILITIES SYMBOLS**

Power Pole	—————
Telephone Pole	—————
Joint Use Pole	—————
Utility Pole	—————
Utility Pole with Base	—————
H-Frame Pole	—————
Power Transmission Line Tower	—————
Water Manhole	—————
Power Manhole	—————
Telephone Manhole	—————
Sanitary Sewer Manhole	—————
Hand Hole for Cable	—————
Power Transformer	—————
Telephone Pedestal	—————
CATV Pedestal	—————
Gas Valve	—————
Gas Meter	—————
Located Miscellaneous Utility Object	—————
Abandoned According to Utility Records	AATUR
End of Information	E.O.I.

*Underground Power Line	—————
*Underground Telephone Cable	—————
*Underground Telephone Conduit	—————
*Underground Fiber Optics Telephone Cable	—————
*Underground TV Cable	—————
*Underground Fiber Optics TV Cable	—————
*Underground Gas Pipeline	—————
Aboveground Gas Pipeline	A/G Gas
*Underground Water Line	—————
Aboveground Water Line	A/G Water
*Underground Gravity Sanitary Sewer Line	—————
Aboveground Gravity Sanitary Sewer Line	A/G Sanitary Sewer
*Underground SS Forced Main Line	—————
Underground Unknown Utility Line	—————
SUE Test Hole	—————
Water Meter	—————
Water Valve	—————
Fire Hydrant	—————
Sanitary Sewer Cleanout	—————

\*For Existing Utilities  
Utility Line Drawn from Record (Type as Shown)  
Designated Utility Line (Type as Shown)

5/11/2012  
 SYSTEMS  
 LEGAL  
 11/1/2012

# UTILITY CONSTRUCTION

## GENERAL NOTES:

1. THE PROPOSED UTILITY CONSTRUCTION SHALL MEET THE APPLICABLE REQUIREMENTS OF THE NC DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" DATED JANUARY 2018.

2. THE EXISTING WATER UTILITIES ARE OWNED BY DARE COUNTY.

3. ALL WATER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION. ALL SEWER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, WATER QUALITY SECTION. PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.

4. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT OR THIS CONTRACT UNLESS AUTHORIZED BY THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.

5. PROVIDE ACCESS FOR THE DEPARTMENT PERSONNEL AND THE OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND ONE WEEK PRIOR TO SERVICE INTERRUPTION. KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.

6. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE INVESTIGATIONS AND DETERMINE THE EXACT LOCATION, SIZE, AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.

7. MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.

8. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY, AT NO ADDITIONAL COST TO THE DEPARTMENT OR OWNER.

9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, "SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.

10. GEOTECHNICAL BORING INFORMATION AND LEVEL A SUBSURFACE UTILITY ENGINEERING (SUE) INFORMATION ARE AVAILABLE UPON REQUEST.

## PROJECT SPECIFIC NOTES:

1. DARE COUNTY WATER DEPARTMENT SHALL BE NOTIFIED 72 HOURS PRIOR TO ANY CONSTRUCTION, TIE-INS, OR TESTING OF WATER LINES.

2. CONTRACTOR SHALL NOT OPERATE ANY EXISTING VALVES. CONTRACTOR SHALL COORDINATE WITH OWNER TO HAVE EXISTING VALVES OPENED/CLOSED.

3. THE UTILITY CONTRACTOR SHALL PROVIDE THE DARE COUNTY WATER DEPARTMENT WITH MATERIAL SUBMITTALS AND SHOP DRAWINGS FOR ALL PROJECT MATERIALS PRIOR TO THE CONSTRUCTION OF ANY WATER LINE AND ASSOCIATED WATER SERVICES IN DARE COUNTY.

4. THE EXISTING 8" AC WATER LINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATER LINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATER LINE AND TO MAINTAIN SERVICE DURING CONSTRUCTION.

5. AFTER COMPLETION OF THE PROPOSED 12" PVC WATER LINE, THE EXISTING 8" AC WATER LINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM -L- STA. 41+83 TO -L- STA. 211+55.

6. WORK ON OR TO ASBESTOS CEMENT (AC) PIPE SHALL BE DONE IN ACCORDANCE WITH ALL STATE AND FEDERAL REGULATIONS. DISPOSAL OF AC PIPE SHALL BE AT A PERMITTED FACILITY AS REQUIRED BY NC LAW.

7. UNLESS OTHERWISE INDICATED ON THESE DRAWINGS, THE CONTRACTOR SHALL SUSTAIN IN THEIR PLACES AND PROTECT FROM DIRECT OR INDIRECT DAMAGE ALL PIPES, CONDUIT, TRACKS, UTILITY POLES, GUIDE RAILS, GUARD POSTS, WALLS, FOUNDATIONS, BUILDINGS, AND OTHER STRUCTURES OR PROPERTY IN THE GROUND, OR THAT MAY APPEAR IN THE TRENCH. PIPES AND UNDERGROUND CONDUITS EXPOSED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE ADEQUATELY SUPPORTED ALONG THEIR ENTIRE EXPOSED LENGTHS.

8. THE CONTRACTOR SHALL KEEP STREETS OPEN TO AT LEAST ONE LANE OF TRAFFIC AT ALL TIMES AND SHALL MAINTAIN ACCESS TO EACH BUSINESS OR RESIDENCE ADJACENT TO THE WORK. A MINIMUM OF 12 FEET OF PAVEMENT WIDTH SHALL REMAIN INTACT AT ALL TIMES FOR ONE LANE PLUS SAFETY BARRIERS AND EMERGENCY VEHICLE ACCESS.

PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-3
DESIGNED BY: DMG	
DRAWN BY: DMG/JMG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	UTILITY CONSTRUCTION PLANS ONLY
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6980 FAX: (919) 707-6145	
<b>UTILITY CONSTRUCTION</b>	
<b>DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED</b>	

WATER

DATE PLOTTED: 04/11/2018 10:30:45 AM

# UTILITY CONSTRUCTION

## PROJECT SPECIFIC NOTES, CONTINUED:

9. UNLESS OTHERWISE NOTED, ALL PROPOSED WATER LINE SHALL BE 12" C900 PVC, PRESSURE CLASS DR 18 RATED FOR AT LEAST 235 PSI. PVC PIPE JOINTS SHALL BE PUSH ON TYPE HAVING BELLS MADE AS AN INTEGRAL PART OF THE PIPE.

10. WATER LINE PIPING JOINT DEFLECTION SHALL BE LIMITED TO 75% OF THE MANUFACTURER'S ALLOWABLE DEFLECTION.

11. ALL FITTINGS SHALL BE DUCTILE IRON MECHANICAL JOINT, CLASS 350, AWWA C110 OR AWWA C153.

12. ALL FITTING AND VALVE INSTALLATIONS ON TRANSMISSION AND DISTRIBUTION PIPING SHALL HAVE RESTRAINED JOINTS. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3E FOR RESTRAINED JOINT LENGTHS.

13. CONNECTIONS TO EXISTING WATER LINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL A ON SHEET UC-3E.

14. STEEL ENCASEMENT PIPE IS TO BE INSTALLED BY OPEN CUT.

15. ALL WATER MAIN PIPING SHALL BE INSTALLED WITH A MINIMUM DEPTH OF THREE (3) FEET OF COVER. INSTALLATION SHALL PROVIDE CONTINUOUS POSITIVE SLOPE TO AIR RELEASE VALVES OR FIRE HYDRANTS. FIRE HYDRANTS SHOWN ON THE DRAWINGS SHALL BE POSITIONED AT HIGH POINTS WHERE POSSIBLE. LOCATIONS AND NUMBER OF AIR RELEASE VALVES ARE SHOWN FOR BIDDING PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AIR RELEASE VALVES AT ALL HIGH POINTS, UNLESS THE HIGH POINT IS NEAR FIRE HYDRANT. BASED ON THE INSTALLED PROFILE INCLUDING ADDITIONAL HIGH POINTS CREATED BY THE CONTRACTOR.

16. MAINTAIN MINIMUM 18" VERTICAL SEPARATION BETWEEN TRAVERSE CROSSINGS OF THE PROPOSED WATER MAIN AND ALL SEWER LINES.

17. ALL VALVES ON WATER MAINS, INCLUDING HYDRANT LATERALS, SHALL OPEN IN THE LEFT DIRECTION THROUGHOUT THE ENTIRE SYSTEM.

18. OPEN ENDS OF PIPE SHALL BE SECURED WITH WATER TIGHT PLUGS AT THE END OF EACH WORK DAY TO PREVENT CONTAMINATION.

19. ALL WATER LINES ARE TO BE PRESSURE TESTED, CHLORINATED, AND CHECKED FOR BACTERIA IN ACCORDANCE WITH DARE COUNTY'S STANDARD SPECIFICATIONS AND NCDEQ REGULATIONS.

20. CONNECTIONS TO EXISTING WATER MAIN SHALL BE MADE AT TIMES OF LOW DEMANDS, AND COORDINATED WITH THE OWNER. ALL SUCH WORK SHALL BE PERFORMED IN THE PRESENCE OF THE OWNER, AND THE CONTRACTOR SHALL GIVE AT LEAST 72 HOURS NOTICE TO ALL PARTIES CONCERNED PRIOR TO BEGINNING WORK. ALL WATER MAINS SHALL BE TESTED, CLEANED, AND DISINFECTED IN ACCORDANCE WITH DARE COUNTY'S STANDARD SPECIFICATIONS PRIOR TO CONNECTING NEW SERVICES OR EXISTING MAINS.

21. FOR ALL TIE-IN PIPING, CROSSINGS, OR VALVES, CONTRACTOR SHALL VERIFY ALL EXISTING PIPELINE ELEVATIONS, LOCATIONS, DIAMETERS, AND MATERIALS PRIOR TO SHOP DRAWING SUBMITTALS. NOTIFYING THE OWNER OF ANY CONFLICTS. CRITICAL TIE-INS SHALL REQUIRE COORDINATION MEETINGS PRIOR TO SCHEDULED SHUT DOWNS AND CONNECTIONS.

22. WATER AND SEWER LATERALS SERVING RESIDENCES AND BUSINESSES ARE SHOWN IN APPROXIMATE LOCATIONS. CONTRACTOR SHALL VERIFY ACTUAL LOCATION AND RECORD ON RECORD DRAWINGS. CONTRACTOR IS WARNED THAT NOT ALL LATERALS OR SERVICES ARE SHOWN. CONTRACTOR IS TO PROTECT OR REPLACE LATERALS WHETHER SHOWN OR NOT.

23. LOCATIONS AND NUMBER OF WATER SERVICES ARE SHOWN FOR BIDDING PURPOSES. ACTUAL SERVICE INSTALLATION WILL BE DETERMINED IN THE FIELD EITHER BY THE GENERAL LOCATIONS SHOWN OR AS DIRECTED BY THE ENGINEER. RECORD ALL SERVICE LOCATIONS ON THE RECORD DRAWINGS.

24. TRENCHLESS LONG SERVICE CONNECTIONS SHALL BE INSTALLED BY A NCDOT APPROVED TRENCHLESS METHOD.

25. PROFILE DOES NOT SHOW EXISTING PARALLEL UTILITIES. ONLY KNOWN EXISTING UTILITY CROSSINGS ARE SHOWN. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.

26. THE UTILITY CONTRACTOR SHALL PROVIDE THE DARE COUNTY WATER DEPARTMENT WITH A SET OF RED LINE DRAWINGS IDENTIFYING THE COMPLETE WATER SYSTEM INSTALLED FOR THE PROJECT. THE RED LINE DRAWINGS SHOULD IDENTIFY THE MATERIALS, PIPE SIZES AND APPROXIMATE DEPTHS OF THE WATER LINES AS WELL AS THE GATE VALVES, FIRE HYDRANTS, METER SETTERS, BLOW OFF ASSEMBLIES AND ALL ASSOCIATED APPURTENANCES FOR ALL WATER LINE(S). THE RED LINE DRAWINGS SHOULD CLEARLY IDENTIFY ANY DEVIATIONS FROM THE NCDEQ APPROVED PLANS.

27. RETURN TO DARE COUNTY WATER DEPARTMENT ANY EXISTING VALVES OR HYDRANTS THAT ARE REMOVED OR REPLACED DURING CONSTRUCTION. THE CONTRACTOR SHALL PROTECT THE VALVES AND HYDRANTS FROM DIRECT OR INDIRECT DAMAGE DURING REMOVAL, TEMPORARY STORAGE, AND WHILE TRANSPORTING THEM TO THE OWNER.

28. UNLESS OTHERWISE NOTED, ALL EXISTING WATER LINE IS ASSUMED TO BE ASBESTOS CEMENT (AC). CONNECTIONS TO AC PIPE ARE TO BE MADE WITH A TRANSITION COUPLING MANUFACTURED BY ROMAC INDUSTRIES OR APPROVED EQUAL. TRANSITION COUPLINGS ARE NOT REQUIRED AND SHOULD NOT BE INSTALLED AT AT CONNECTIONS WITH DUCTILE IRON OR PVC PIPE, UNLESS APPROVED BY THE ENGINEER OR OWNER.

29. DUCTILE IRON WATER LINE SHALL BE UTILIZED FOR CONCRETE ENCASEMENT, CONCRETE CRADLES, THRUST BLOCKS, AND WHEN DEPTH OF COVER IS LESS THAN THREE (3) FEET, BELLS FOR PUSH-ON JOINTS SHALL CONFORM TO THE REQUIREMENTS OF ANSI STANDARD A21.51, SUCH AS "FASTITE", "TYTON", "BELL-TITE", OR EQUAL.

30. ALL VALVE LOCATIONS AND BLOW OFFS SHALL BE MARKED WITH A CONCRETE VALVE MARKER WITH A METAL COIN ON TOP SHOWING VALVE SIZE, DISTANCE, AND DIRECTION.

31. THE CONTRACTOR SHALL COORDINATE THE FINAL LOCATION OF EACH HYDRANT WITH DARE COUNTY.

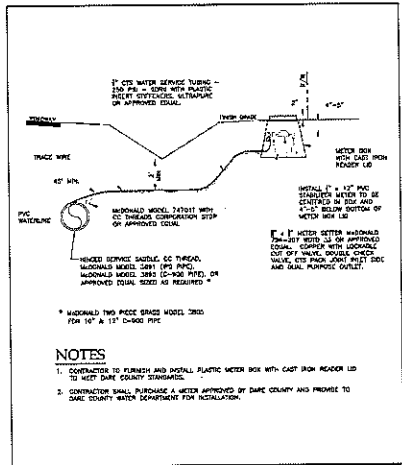
PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-3A
DESIGNED BY: OMD	
DRAWN BY: DMD/MBG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING DEPT. PHONE: (919) 707-6890 FAX: (919) 250-4151	UTILITY CONSTRUCTION PLANS ONLY
<b>UTILITY CONSTRUCTION</b>	
<b>DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED</b>	

5/24/23

SECTION  
UC-3A.mxd, UC-3A\_psh.dgn

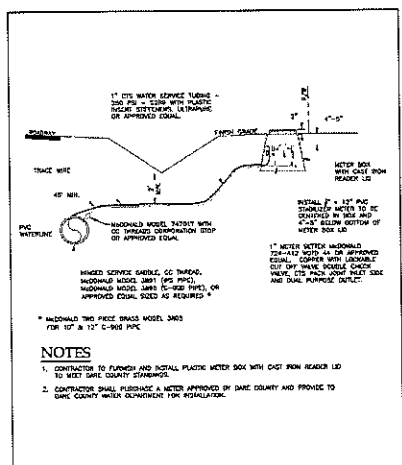
6-17-02

REVISED



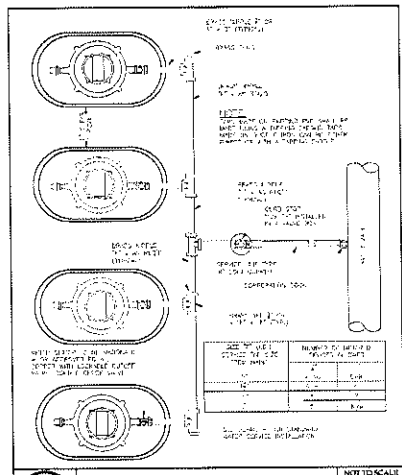
NOT TO SCALE  
DRAWN 7/21/14  
DETAIL NUMBER  
**3/4" WATER SERVICE LATERAL**  
**1**

DETAIL A  
NTS



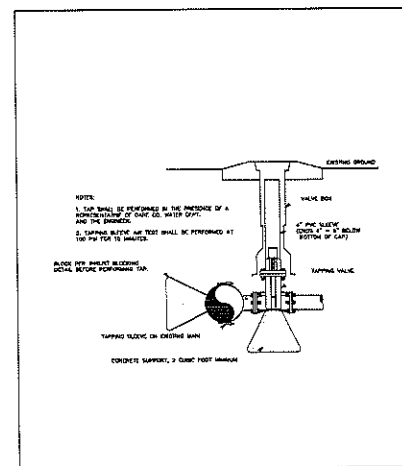
NOT TO SCALE  
DRAWN 7/21/14  
DETAIL NUMBER  
**1" WATER SERVICE LATERAL**  
**2**

DETAIL B  
NTS



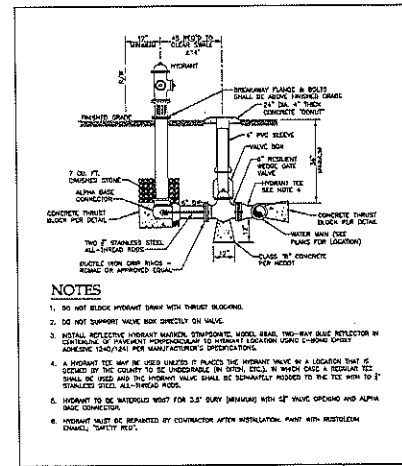
NOT TO SCALE  
DRAWN 7/21/14  
DETAIL NUMBER  
**STANDARD GANG METER ASSEMBLY**  
**3**

DETAIL C  
NTS



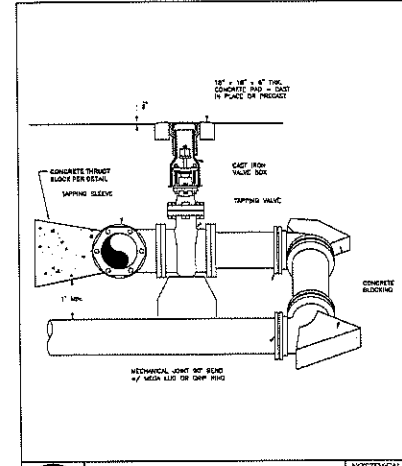
NOT TO SCALE  
DRAWN 7/21/14  
DETAIL NUMBER  
**TAPPING DETAIL**  
**7**

DETAIL D  
NTS



NOT TO SCALE  
DRAWN 7/21/14  
DETAIL NUMBER  
**FIRE HYDRANT ASSEMBLY**  
**8**

DETAIL E  
NTS



NOT TO SCALE  
DRAWN 7/21/14  
DETAIL NUMBER  
**WRAP AROUND TIE-IN ASSEMBLY**  
**9**

DETAIL F  
NTS

PROJECT REFERENCE NO. <b>R-5014</b>	SHEET NO. <b>UC-3B</b>
DESIGNED BY: <b>DMD</b>	
DRAWN BY: <b>DMD/MNS</b>	
CHECKED BY: <b>RGN</b>	
APPROVED BY: <b>CMT</b>	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
WELTHER ENGINEERING ETC. PHONE: (919) 707-8880 FAX: (919) 280-4151	
UTILITY CONSTRUCTION PLANS ONLY	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

PROJECT REFERENCE NO. R-5014 SHEET NO. UC-3C

DESIGNED BY: DMD  
 DRAWN BY: DMD/MNG  
 CHECKED BY: RGN  
 APPROVED BY: CMT

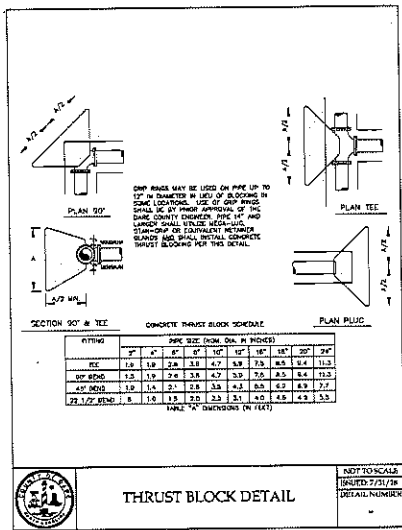
REVISED:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 UTILITIES ENGINEERING ETC.  
 PHONE: (919) 707-8990  
 FAX: (919) 250-4151

UTILITY CONSTRUCTION PLANS ONLY

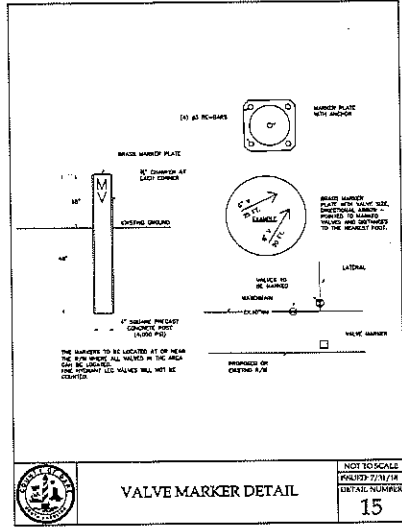
**UTILITY CONSTRUCTION**

DOCUMENT NOT CONSIDERED FINAL  
 UNLESS ALL SIGNATURES COMPLETED



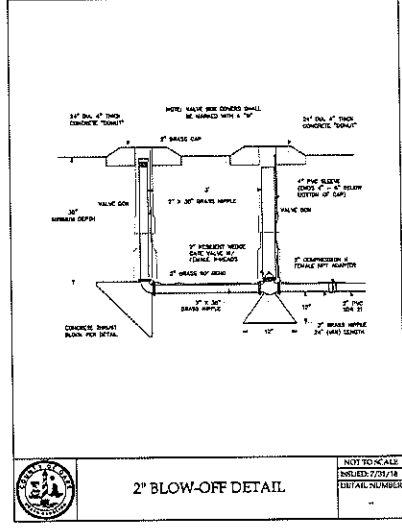
NOT TO SCALE  
 SCHEDULE 7/31/18  
 DETAIL NUMBER 14

DETAIL A  
 NTS



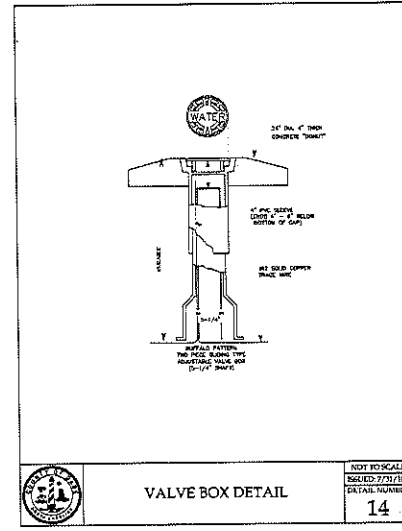
NOT TO SCALE  
 SCHEDULE 7/31/18  
 DETAIL NUMBER 15

DETAIL B  
 NTS



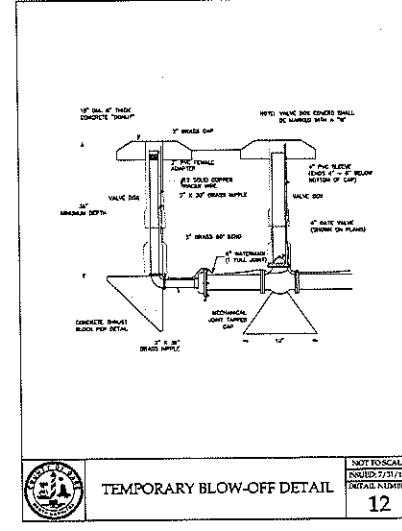
NOT TO SCALE  
 SCHEDULE 7/31/18  
 DETAIL NUMBER 15

DETAIL C  
 NTS



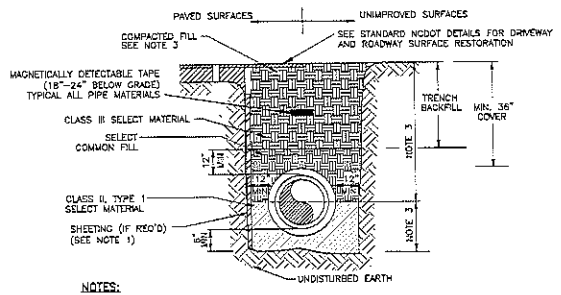
NOT TO SCALE  
 SCHEDULE 7/31/18  
 DETAIL NUMBER 14

DETAIL D  
 NTS



NOT TO SCALE  
 SCHEDULE 7/31/18  
 DETAIL NUMBER 12

DETAIL E  
 NTS

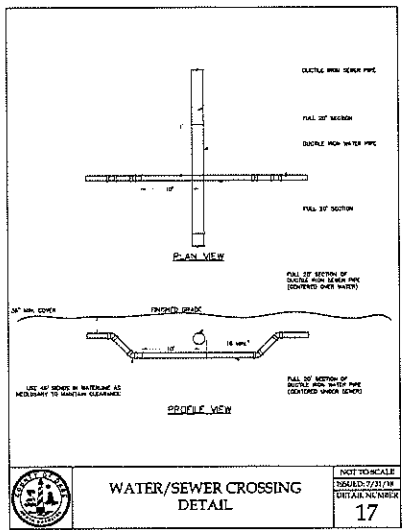


- NOTES:
- UTILIZE TRENCH BOXES, SHEETING OR OTHER APPROVED MEANS TO SUPPORT UTILITY TRENCHES IN COMPLIANCE WITH OSHA REQUIREMENTS. SHEETING SHALL BE DRIVEN BELOW THE PIPE INVERT IF REQUIRED FOR LATERAL SUPPORT OR UNSUITABLE MATERIAL REMOVAL. WHERE DRIVEN BELOW PIPE INVERT, SHEETING SHALL BE CUT OFF A MIN OF 12" ABOVE TOP OF PIPE OR HIGHER, AS AUTHORIZED BY THE ENGINEER, AND LEFT IN PLACE. IN NO CASE SHALL SHEETING LEFT IN PLACE EXTEND HIGHER THAN 18" BELOW SURFACE GRADE UNLESS SPECIFICALLY APPROVED. BRACING SHALL BE PROVIDED AS REQUIRED.
  - UNUSABLE MATERIALS, AS DEFINED IN THE SPECIFICATIONS, SHALL NOT BE USED FOR OR ALLOWED IN BACKFILLING.
  - PLACE BEDDING AND BACKFILL LAYERS AND COMPACT PER SPECIFICATIONS.
  - WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION. DEWATER AS SPECIFIED.

DETAIL F  
 NTS

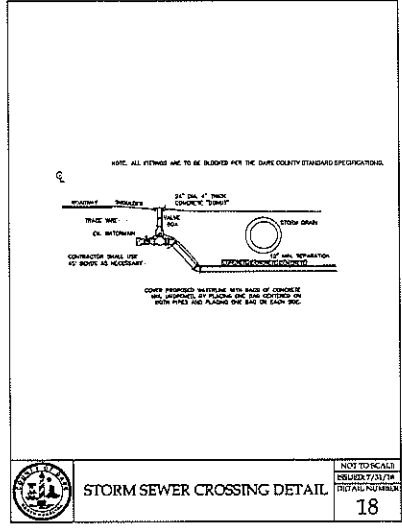
REVISIONS

PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-3D
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING DIV.	UTILITY CONSTRUCTION PLANS ONLY
PHONE: (919) 707-0800	
FAX: (919) 250-4181	
<b>UTILITY CONSTRUCTION</b>	
<b>DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED</b>	



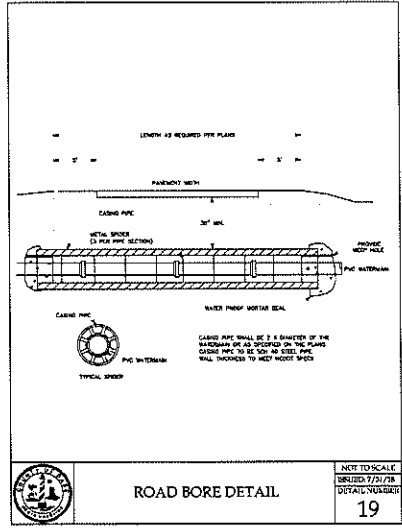
**WATER/SEWER CROSSING DETAIL**  
 NOT TO SCALE  
 ISSUED 7/21/18  
 DETAIL NUMBER 17

DETAIL A  
 NTS



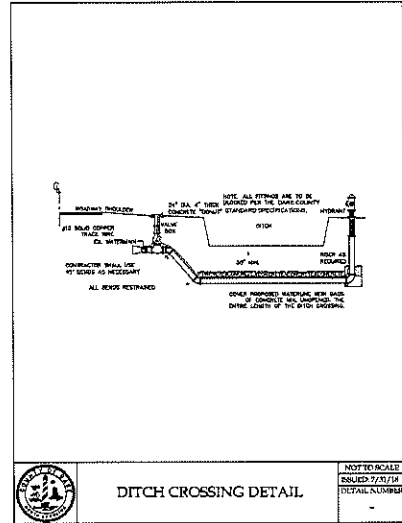
**STORM SEWER CROSSING DETAIL**  
 NOT TO SCALE  
 ISSUED 7/21/18  
 DETAIL NUMBER 18

DETAIL B  
 NTS



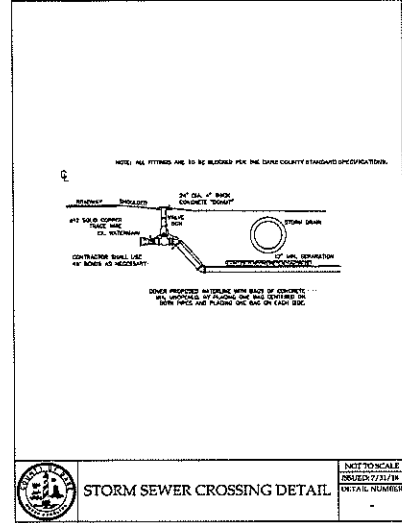
**ROAD BORE DETAIL**  
 NOT TO SCALE  
 ISSUED 7/21/18  
 DETAIL NUMBER 19

DETAIL C  
 NTS



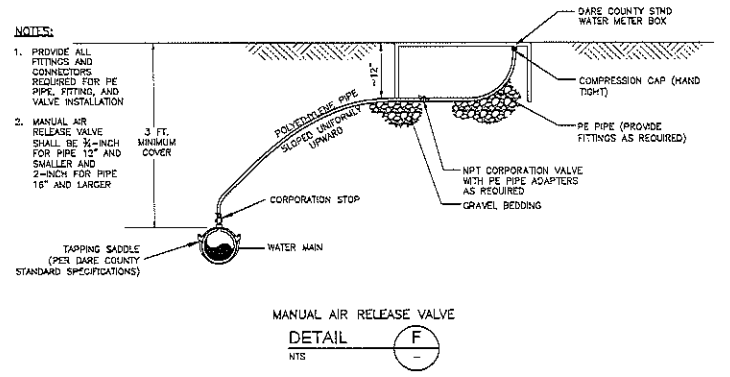
**DITCH CROSSING DETAIL**  
 NOT TO SCALE  
 ISSUED 7/21/18  
 DETAIL NUMBER -

DETAIL D  
 NTS



**STORM SEWER CROSSING DETAIL**  
 NOT TO SCALE  
 ISSUED 7/21/18  
 DETAIL NUMBER -

DETAIL E  
 NTS



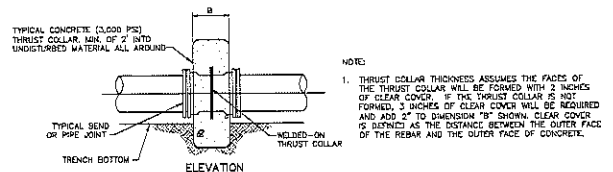
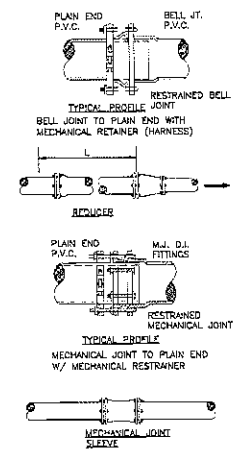
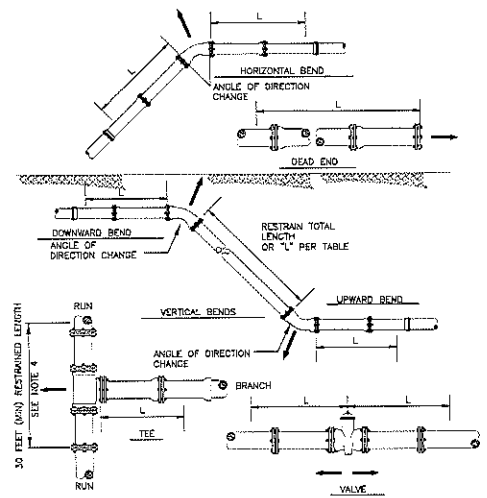
**MANUAL AIR RELEASE VALVE DETAIL F**  
 NTS

EVIDENCE

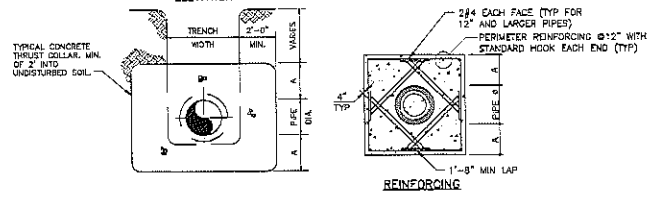
5/17/94

REVISIONS

PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-3E
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVIEWED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING DIV. PHONE: (919) 797-6990 FAX: (919) 556-4181	
UTILITY CONSTRUCTION PLANS ONLY	
<b>UTILITY CONSTRUCTION</b>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



NOTE:  
1. THRUST COLLAR THICKNESS ASSUMES THE FACES OF THE THRUST COLLAR WILL BE FORMED WITH 2 INCHES OF CLEAR COVER. IF THE THRUST COLLAR IS NOT FORMED, 3 INCHES OF CLEAR COVER WILL BE REQUIRED AND ADD 2" TO DIMENSION "B" SHOWING CLEAR COVER IS DESIRED AS THE DISTANCE BETWEEN THE OUTER FACE OF THE REBAR AND THE OUTER FACE OF CONCRETE.



FITTING	CONCRETE THRUST COLLAR (FT)		PERIMETER REINFORCING	NO. OF PERIMETER REINFORCING MATS	DIAGONAL REINFORCING (AND NO. OF MATS)
	A	B			
8" GV	X.X	X.X	YES	1.0	1.0
12" GV					
12"x8" TEE					
12"x4" TEE					
12"x4" TEE					

THRUST COLLAR  
DETAIL (A)

NOMINAL PIPE SIZE (IN)	HORIZONTAL BENDS AND VERTICAL UPWARD BENDS								VERTICAL DOWNWARD BENDS				VALVES OR DEADENDS L (FT)				
	90° BENDS L (FT)		45° BENDS L (FT)		22.5° BENDS L (FT)		11.25° BENDS L (FT)		90° BENDS L (FT)		45° BENDS L (FT)			22.5° BENDS L (FT)		11.25° BENDS L (FT)	
	60°	45°	60°	45°	60°	45°	60°	45°	60°	45°	60°	45°		60°	45°	60°	45°
4	17	7	4	2	51	21	10	5	51								
6	24	10	5	3	71	30	15	7	71								
8	30	13	6	3	93	39	19	10	93								
10	38	15	8	4	111	46	23	11	111								
12	42	18	9	5	131	55	27	13	131								

REDUCERS		TEES	
SIZE	L (FT)	RUN SIZE	BRANCH SIZE
12X10	30	2"	4"
12X8	70	6"	6"
12X6	96	6"	4" OR LESS
10X8	28	6"	8"
10X6	68	8"	6" OR LESS
8X6	30	10"	10"
8X4	67	10"	8"
6X4	37	10"	6" OR LESS
		12"	12"
		12"	10"
		12"	8" OR LESS

NOTE: F.O. = FITTING ONLY

PVC PIPE RESTRAINT NOTES:

- THIS SCHEDULE SHALL BE UTILIZED ON ALL PVC PIPING.
- ASSUMPTIONS: PVC PIPE SAFETY FACTOR=1.5, TEST PRESSURE=200 PSI, SOL = SP, TRENCH TYPE 5, DEPTH OF COVER=36", CALCULATIONS DONE IN ACCORDANCE WITH AWWA M23 AND M41 MANUALS.
- BENDS AND VALVES: SHALL BE RESTRAINED ON EACH SIDE OF FITTING.
- TEES: TOTAL LENGTH BETWEEN FIRST JOINTS OR RESTRAINED LENGTH ON EITHER SIDE OF TEE (RUN) SHALL BE A TOTAL DISTANCE OF 30 FEET (MIN). SEE SCHEDULE FOR RESTRAINED LENGTH ON TEE "BRANCH" LINE.
- CONTRACTOR SHALL USE FULL (20 FT NOMINAL) LENGTH JOINTS OF PVC PIPE INTO AND OUT OF EACH FITTING UNLESS OTHERWISE DIRECTED. WHERE SHORTER JOINTS ARE REQUIRED ON EITHER SIDE OF A FITTING ADDITIONAL JOINT RESTRAINT MAY BE REQUIRED BY USE OF HARNESSE ASSEMBLIES.
- FIRST JOINT BEYOND LENGTH SPECIFIED IN SCHEDULE SHALL BE RESTRAINED IN ACCORDANCE WITH THE SPECIFICATIONS. FOR EXAMPLE, IF 23 FEET OF RESTRAINT IS REQUIRED, FITTING AND NEXT TWO PIPE JOINTS SHALL BE RESTRAINED (ASSUMING 20 FOOT NOMINAL LENGTH OF ONE JOINT OF PIPE), FOR A TOTAL RESTRAINED LENGTH OF 40 FEET.
- WHERE NON-STANDARD CIRCUMSTANCES ARISE IN THE FIELD CONSULT THE ENGINEER PRIOR TO INSTALLATION OF RESTRAINT SYSTEMS. FAILURE TO CONSULT THE ENGINEER MAY REQUIRE EXCAVATION AND ADJUSTMENT TO THE RESTRAINED JOINT ASSEMBLIES.
- ALL FITTINGS USED ON 4" AND LARGER PVC PIPING SHALL BE DUCTILE IRON MECHANICAL JOINT FITTINGS.
- FITTINGS SHALL BE RESTRAINED BY USE OF A MECHANICAL JOINT RETAINER CLAMP DESIGNED FOR USE WITH PVC PIPING. PIPE JOINTS SHALL BE RESTRAINED BY USE OF HARNESSED JOINT ASSEMBLIES DESIGNED FOR USE WITH PVC PIPE.
- THE INSTALLATION OF BELL HARNESSE RESTRAINTS AT PVC JOINTS SHALL BE COMPLETED PER THE MANUFACTURER'S RECOMMENDATION, WHICH INCLUDES NOT OVER TIGHTENING THE PARALLEL RODS/NUTS. THESE NUTS SHOULD ONLY BE SNUG TIGHT, THE HOME MARKS ON THE PIPE SHOULD ALWAYS BE VISIBLE AFTER THE RESTRAINT IS INSTALLED.
- WHERE ADJACENT OR OFFSET BENDS HAVE OVERLAPPING RESTRAINED LENGTH, ALL PIPE BETWEEN THE BENDS SHALL BE RESTRAINED. RESTRAINED LENGTH FOR THE OUTERMOST BEND(S) SHALL BE TWICE THE STANDARD LENGTH SHOWN IN THIS DETAIL.
- IF FIELD CONDITIONS REQUIRE LESS THAN 3 FEET OF COVER, CONTRACTOR SHALL COORDINATE WITH ENGINEER TO DETERMINE REQUIRED RESTRAINT LENGTH.

PVC PIPE RESTRAINED JOINT SCHEDULE

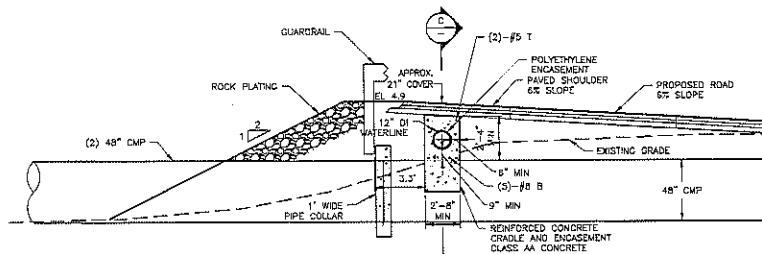
DETAIL (B)



6/17/88

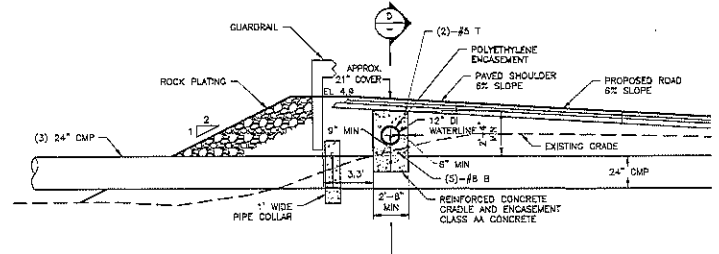
REVISIONS

PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-3F
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING DIV.	
PHONE: (919) 707-6090	
FAX: (919) 250-4151	
UTILITY CONSTRUCTION PLANS ONLY	
<b>UTILITY CONSTRUCTION</b>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



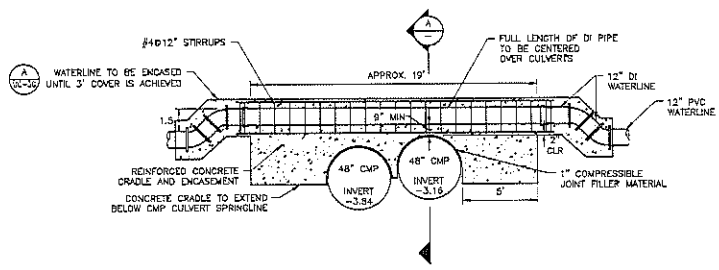
NOTE:  
1. SEE ROADWAY DESIGN SHEET 10 (AND ASSOCIATED ROADWAY SECTIONS AND DETAILS) FOR THE CMP PIPE, PIPE COLLAR, ROCK PLATING, GUARDRAIL, PROPOSED GRADE AND ROADWAY DESIGN AT THIS LOCATION.

CONCRETE CRADLE AND ENCASEMENT  
-L- STATION 104+25  
SECTION A  
NTS

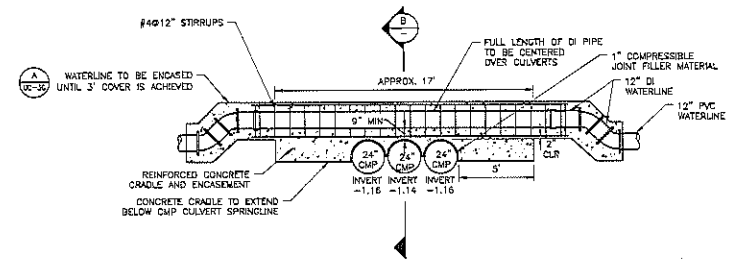


NOTE:  
1. SEE ROADWAY DESIGN SHEET 12 (AND ASSOCIATED ROADWAY SECTIONS AND DETAILS) FOR THE CMP PIPE, PIPE COLLAR, ROCK PLATING, GUARDRAIL, PROPOSED GRADE AND ROADWAY DESIGN AT THIS LOCATION.

CONCRETE CRADLE AND ENCASEMENT  
-L- STATION 126+76  
SECTION B  
NTS

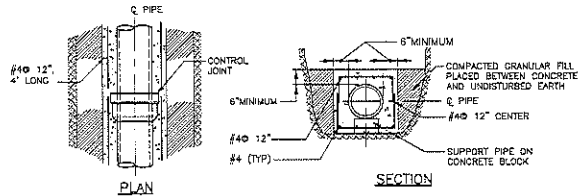


CONCRETE CRADLE AND ENCASEMENT  
ELEVATION C  
NTS



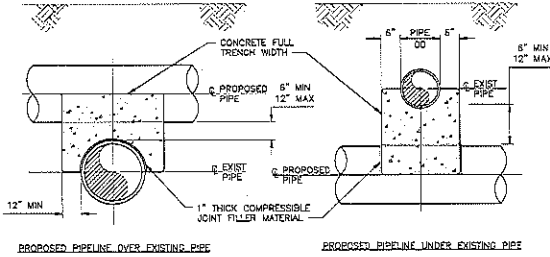
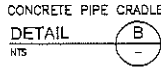
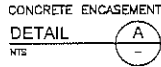
CONCRETE CRADLE AND ENCASEMENT  
ELEVATION D  
NTS

6/17/08

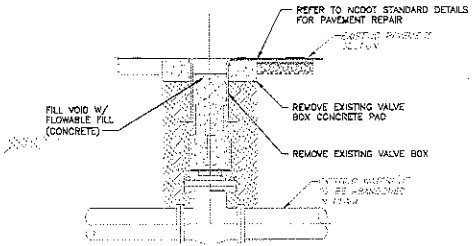


**NOTES:**

- CONTROL JOINTS SHALL COINCIDE WITH PIPE JOINTS, MAXIMUM DISTANCE BETWEEN CONTROL JOINTS SHALL BE 24' 4\"/>
- CONCRETE BLOCK SUPPORT SIZE AND SPACING SHALL BE PER MANUFACTURERS RECOMMENDATIONS.
- ENCASEMENT SHALL BE CAST IN NO LESS THAN TWO POURS, INITIAL CAST SHALL BE CURED FOR 12 HOURS BEFORE CASTING THE NEXT POUR.
- DEPTH OF INITIAL POUR SHALL BE SELECTED TO PREVENT FLOTATION OF THE PIPE. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PREVENT FLOTATION OF THE PIPE DURING CASTING.

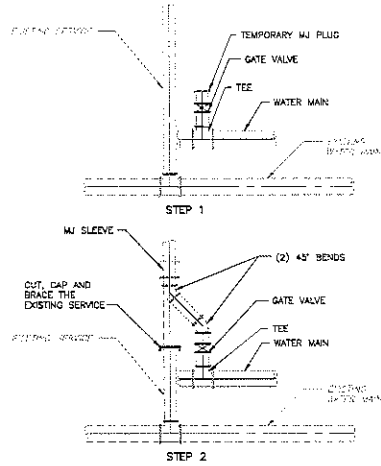
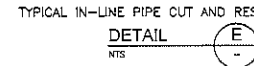
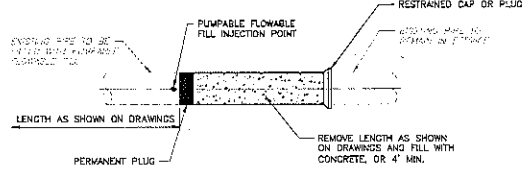
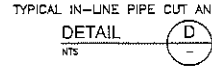
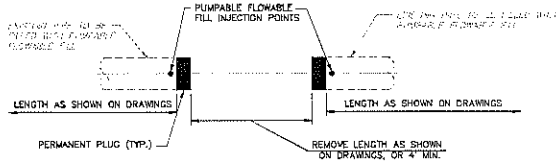
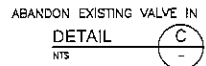


PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-3G
DESIGNED BY: DMG	
DRAWN BY: DMG/HNG	
CHECKED BY: HGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	UTILITY CONSTRUCTION PLANS ONLY
UTILITIES ENGINEERING SEC.	
PHONE: (919) 707-6800	
FAX: (919) 250-4181	
<b>UTILITY CONSTRUCTION</b>	
<b>DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED</b>	



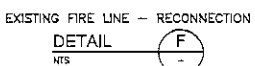
**NOTES:**

- CLOSE THE VALVE THEN REMOVE UPPER VALVE BOX AND VALVE BOX COVER.
- REMOVE EXISTING VALVE NUT.
- FILL THE VOID AROUND THE VALVE WITH FLOWABLE FILL (CONCRETE) TO WITHIN 6 INCHES OF THE EXISTING PAVEMENT OR GRADE.
- REPAIR, AS NEEDED, TO MATCH EXISTING SURFACE AT GRADE.
- REMOVE EXISTING VALVE MARKER.



**NOTES:**

- LOCATION AND DIAMETER OF EXISTING FIRE LINE NOT DETERMINED. CONTRACTOR SHALL FIELD LOCATE, FIELD VERIFY SIZE OF FIRE LINE AND VALVE AND REPLACE/RECONNECT FIRE SERVICE UP TO THE RIGHT-OF-WAY.
- ONCE NEW FIRE SERVICE LOCATION IS APPROVED BY ENGINEER, CUT, CAP, AND BRACE EXISTING SERVICE.
- REMOVE TEMPORARY MJ PLUG THEN CONNECT SERVICE TO THE GATE VALVE WITH 2-45° BENDS (OR OTHER BENDS AS NECESSARY TO MAKE CONNECTION) AND ONE 2x-MJ SOLID SLEEVE.
- SWAB THE NEW PIPE WITH HTH CHLORINE DURING THE INSTALLATION PROCESS.
- ALL FIRE LINE RECONNECTIONS SHALL BE RESTRAINED.
- CONTRACTOR SHALL FILL EXISTING FIRE LINE FROM THE EXISTING MAIN LINE (TO BE ABANDONED) TO CAPPED FIRE LINE.



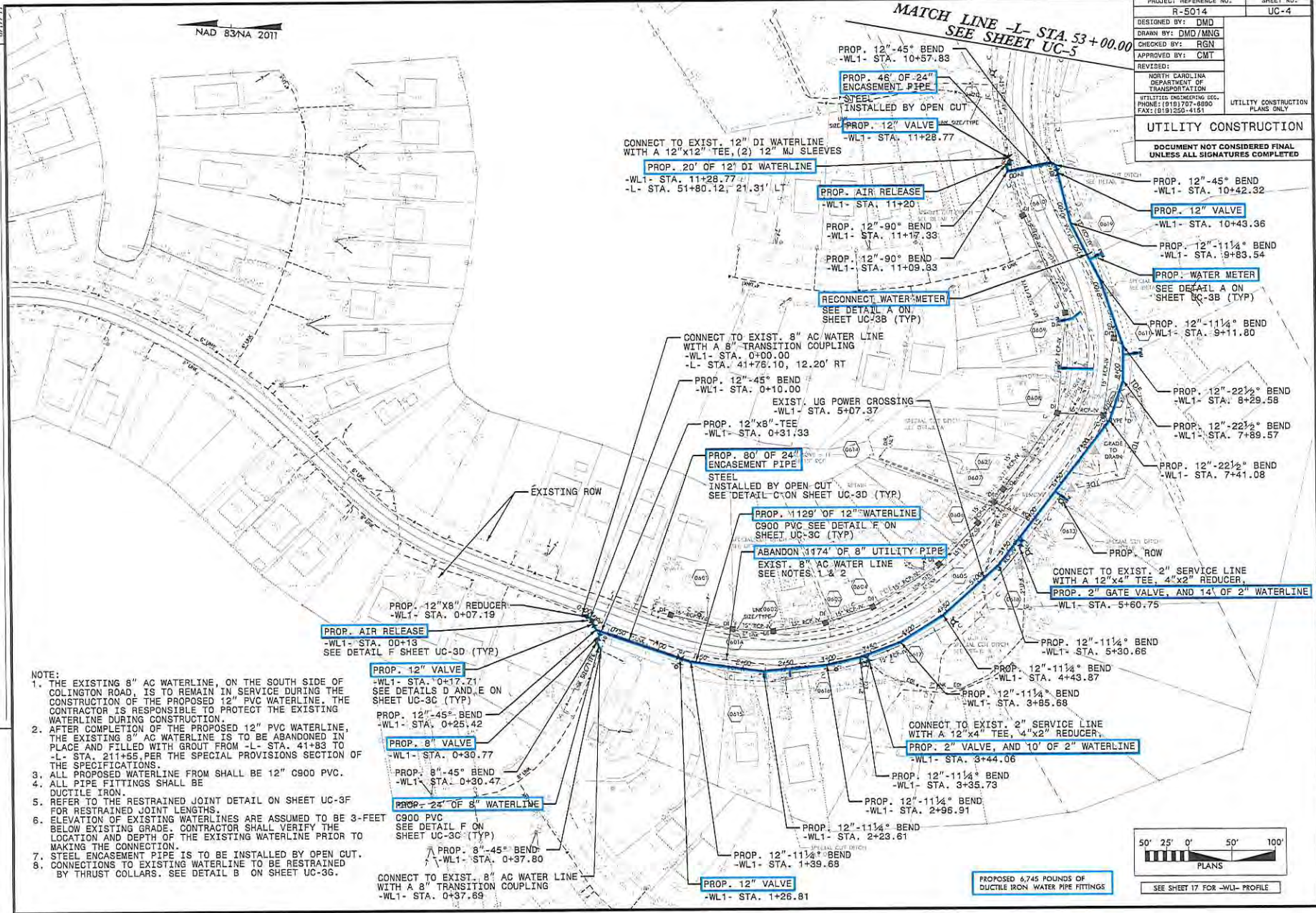
REVISIONS

8/17/19

NAD 83NA 2011

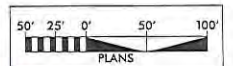
PROJECT REFERENCE NO.	R-5014	SHEET NO.	UC-4
DESIGNED BY:	DMD		
DRAWN BY:	DMD/MAG		
CHECKED BY:	RGN		
APPROVED BY:	CMT		
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		UTILITY CONSTRUCTION PLANS ONLY	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-8800 FAX: (919) 555-4151			
<b>UTILITY CONSTRUCTION</b>			
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			

MATCH LINE -L- STA. 53+00.00  
SEE SHEET UC-5

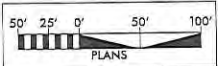


- NOTE:
1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
  2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM -L- STA. 41+83 TO -L- STA. 211+55 PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
  3. ALL PROPOSED WATERLINE FROM SHALL BE 12" C900 PVC.
  4. ALL PIPE FITTINGS SHALL BE DUCTILE IRON.
  5. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3F FOR RESTRAINED JOINT LENGTHS.
  6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3- FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
  7. STEEL ENCASEMENT PIPE IS TO BE INSTALLED BY OPEN CUT.
  8. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL B ON SHEET UC-3G.

REVISIONS

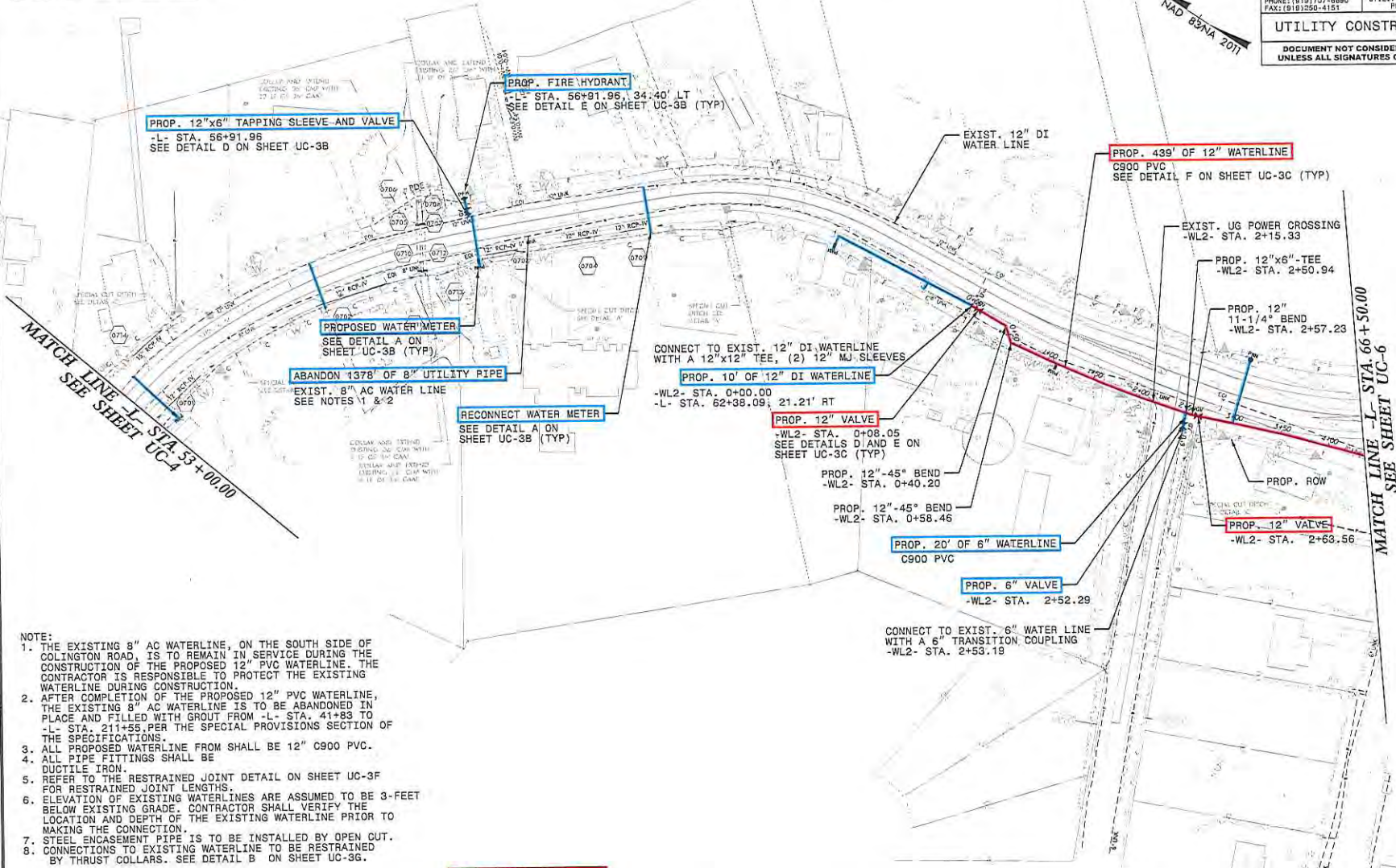


SEE SHEET 17 FOR -WL1- PROFILE



SEE SHEET 17 FOR -WL1- AND -WL2- PROFILE

PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-5
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC.	
PHONE: (919) 727-8800	
FAX: (919) 250-4151	
UTILITY CONSTRUCTION PLANS ONLY	
<b>UTILITY CONSTRUCTION</b>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



**NOTE:**

1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM -L- STA. 41+83 TO -L- STA. 211+55, PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
3. ALL PROPOSED WATERLINE FROM SHALL BE 12" C900 PVC.
4. ALL PIPE FITTINGS SHALL BE DUCTILE IRON.
5. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3F FOR RESTRAINED JOINT LENGTHS.
6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3- FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
7. STEEL ENCASUREMENT PIPE IS TO BE INSTALLED BY OPEN CUT. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL B ON SHEET UC-3G.

PROPOSED 1,740 POUNDS OF DUCTILE IRON WATER PIPE FITTINGS

MATCH LINE -L- STA. 53+00.00  
SEE SHEET UC-4

MATCH LINE -L- STA. 66+50.00  
SEE SHEET UC-6

NAD 83 NA 2011

REVISIONS

8/17/99

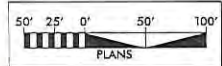
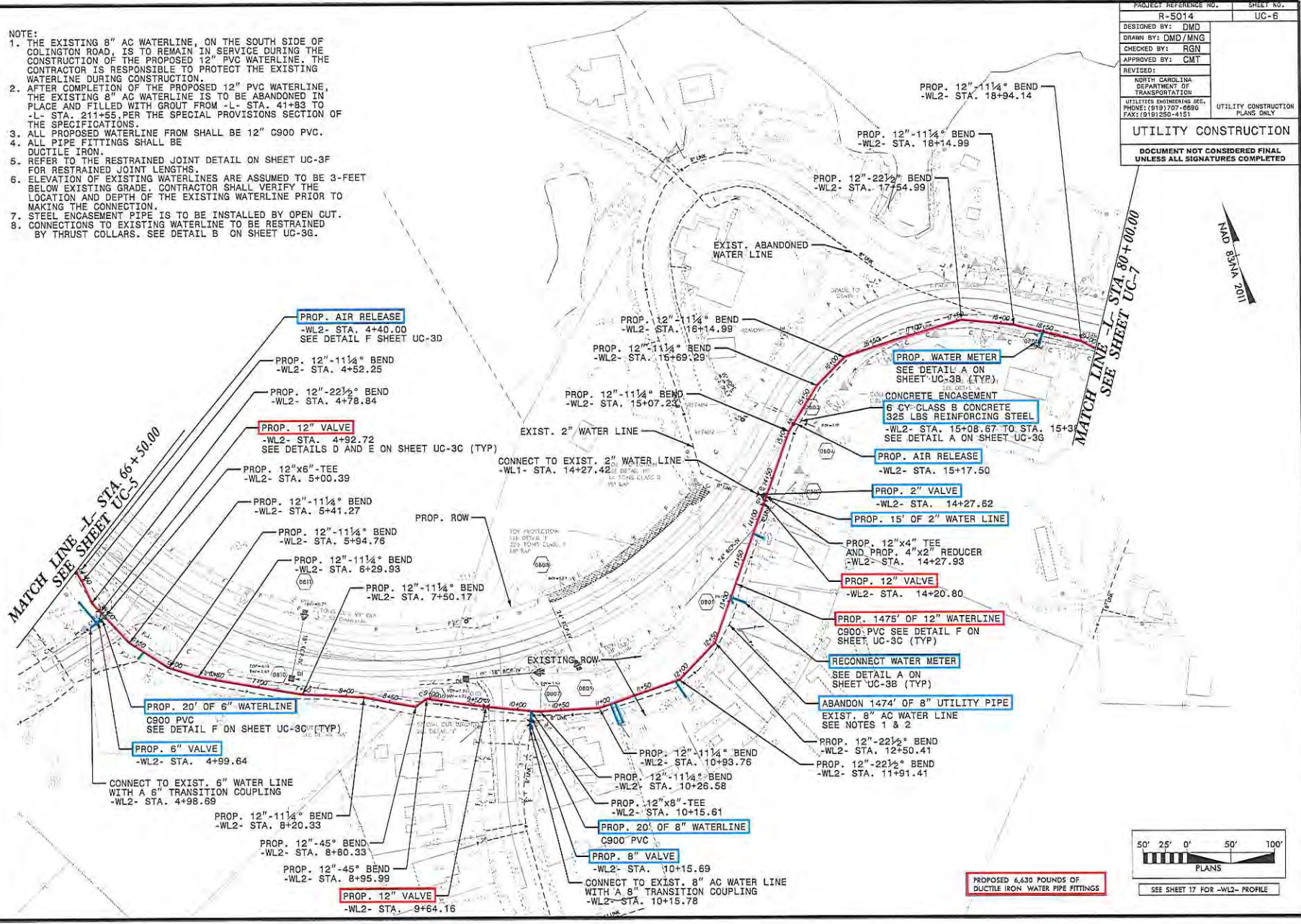
8/17/99

NOTE:

1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM -L- STA. 41+83 TO -L- STA. 211+55 PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
3. ALL PROPOSED WATERLINE FROM SHALL BE 12" C900 PVC.
4. ALL PIPE FITTINGS SHALL BE DUCTILE IRON.
5. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3F FOR RESTRAINED JOINT LENGTHS.
6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3-FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
7. STEEL ENCASUREMENT PIPE IS TO BE INSTALLED BY OPEN CUT.
8. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL B ON SHEET UC-3G.

PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-6
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6890 FAX: (919) 250-4151	UTILITY CONSTRUCTION PLANS ONLY
<b>UTILITY CONSTRUCTION</b>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

REVISIONS



PROPOSED 6,630 POUNDS OF DUCTILE IRON WATER PIPE FITTINGS

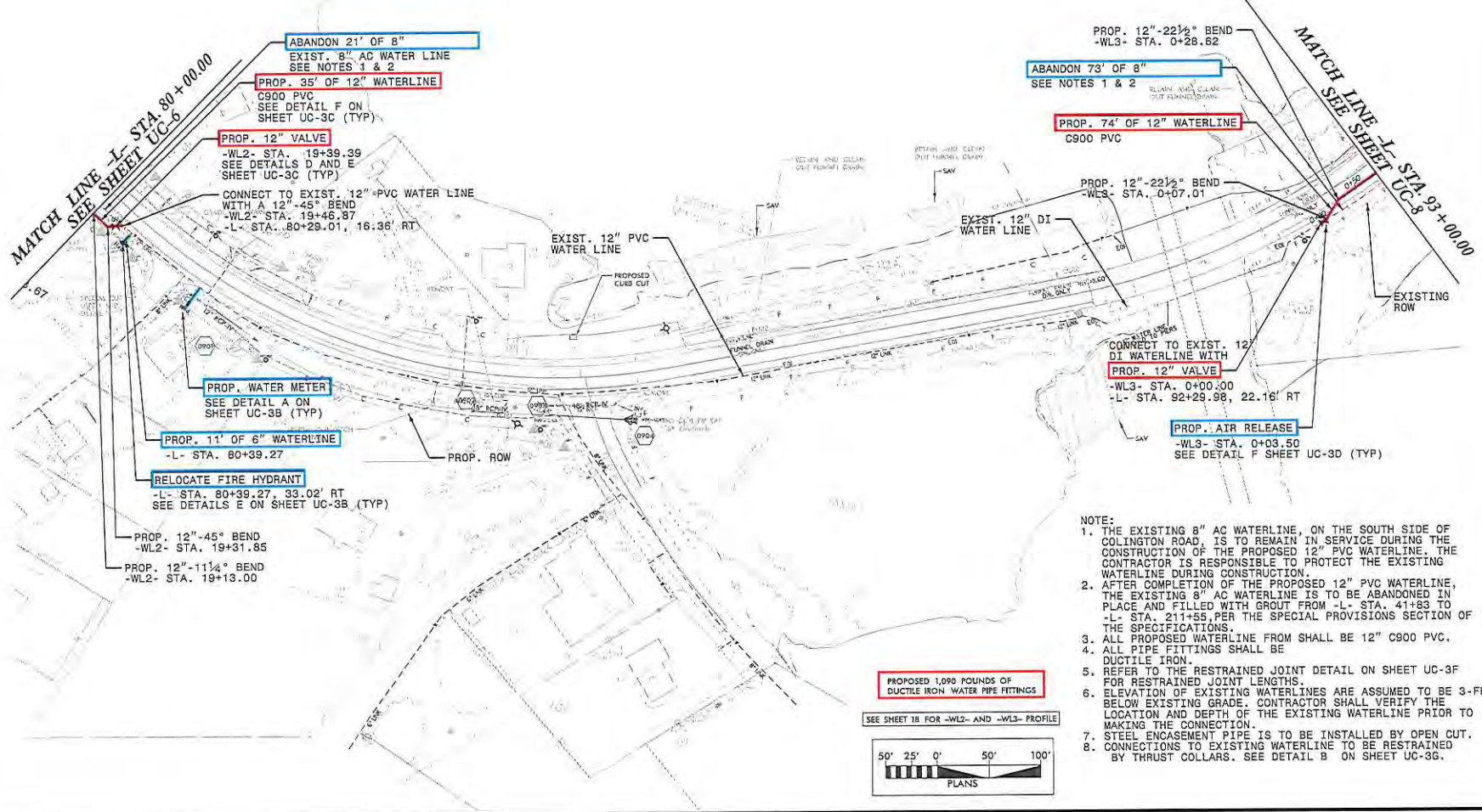
SEE SHEET 17 FOR -WL2- PROFILE

6/17/09

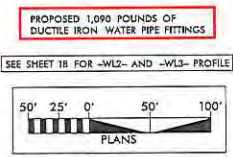
REVISIONS

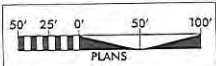
PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-7
DESIGNED BY: DND	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING DIV.	
PHONE: (919) 707-6600	
FAX: (919) 250-4151	
UTILITY CONSTRUCTION PLANS ONLY	
UTILITY CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL	
UNLESS ALL SIGNATURES COMPLETED	

NAD 83 JAN. 2011

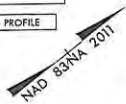


- NOTE:
1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
  2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM -L- STA. 41+83 TO -L- STA. 211+55, PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
  3. ALL PROPOSED WATERLINE FROM SHALL BE 12" C900 PVC.
  4. ALL PIPE FITTINGS SHALL BE DUCTILE IRON.
  5. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3F FOR RESTRAINED JOINT LENGTHS.
  6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3- FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
  7. STEEL ENCASUREMENT PIPE IS TO BE INSTALLED BY OPEN CUT.
  8. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL B ON SHEET UC-3G.



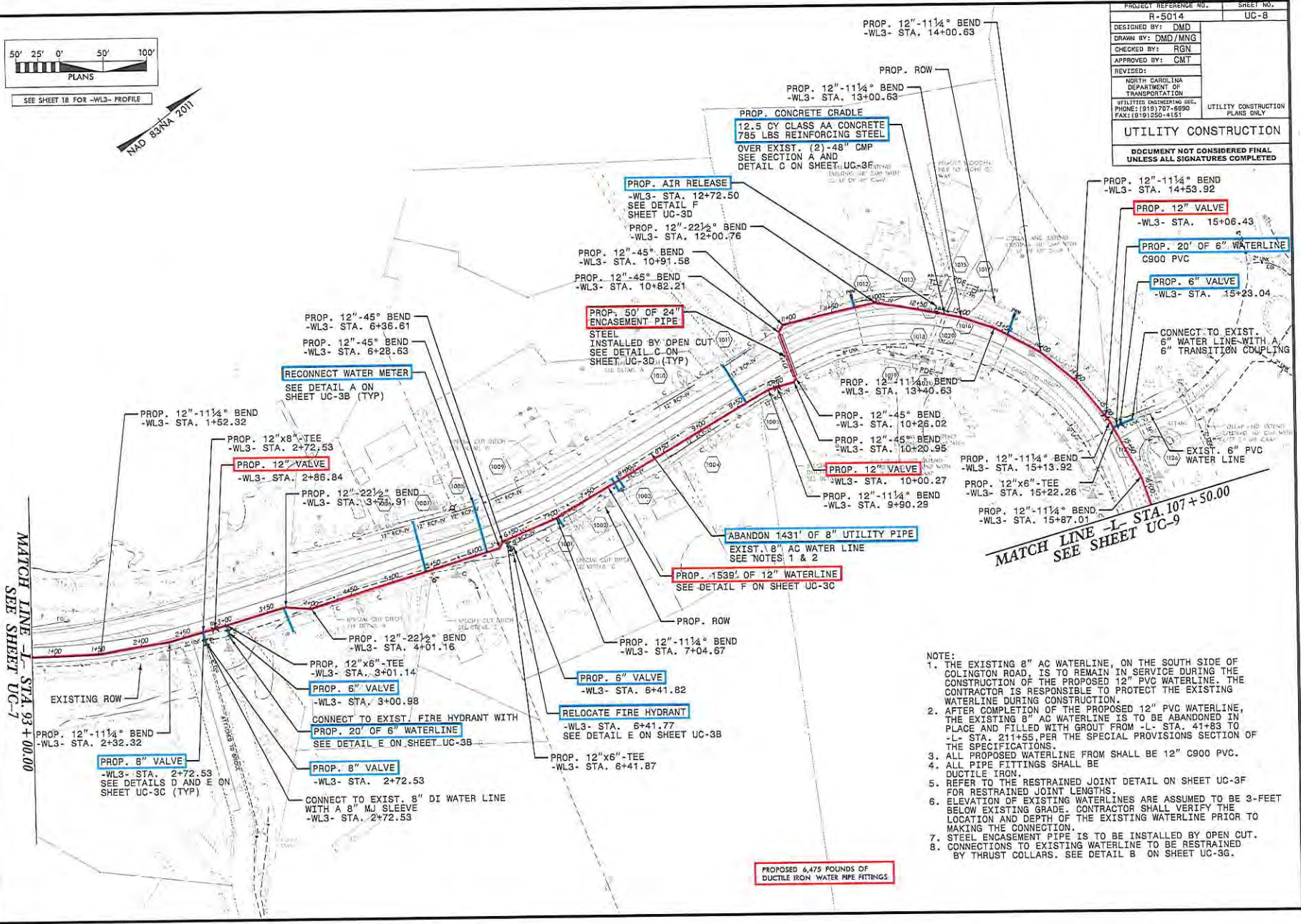


SEE SHEET 18 FOR -WL3- PROFILE



PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-8
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SECTION	
PHONE: (919) 707-6990	
FAX: (919) 250-4151	
UTILITY CONSTRUCTION PLANS ONLY	
<b>UTILITY CONSTRUCTION</b>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

MATCH LINE -L- STA 93+00.00  
SEE SHEET UC-7



- NOTE:
1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
  2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM -L- STA. 41+83 TO -L- STA. 211+55, PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
  3. ALL PROPOSED WATERLINE FROM SHALL BE 12" C900 PVC.
  4. ALL PIPE FITTINGS SHALL BE DUCTILE IRON.
  5. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3F FOR RESTRAINED JOINT LENGTHS.
  6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3- FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
  7. STEEL ENCASEMENT PIPE IS TO BE INSTALLED BY OPEN CUT.
  8. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL B ON SHEET UC-3G.

PROPOSED 6,475 POUNDS OF DUCTILE IRON WATER PIPE FITTINGS

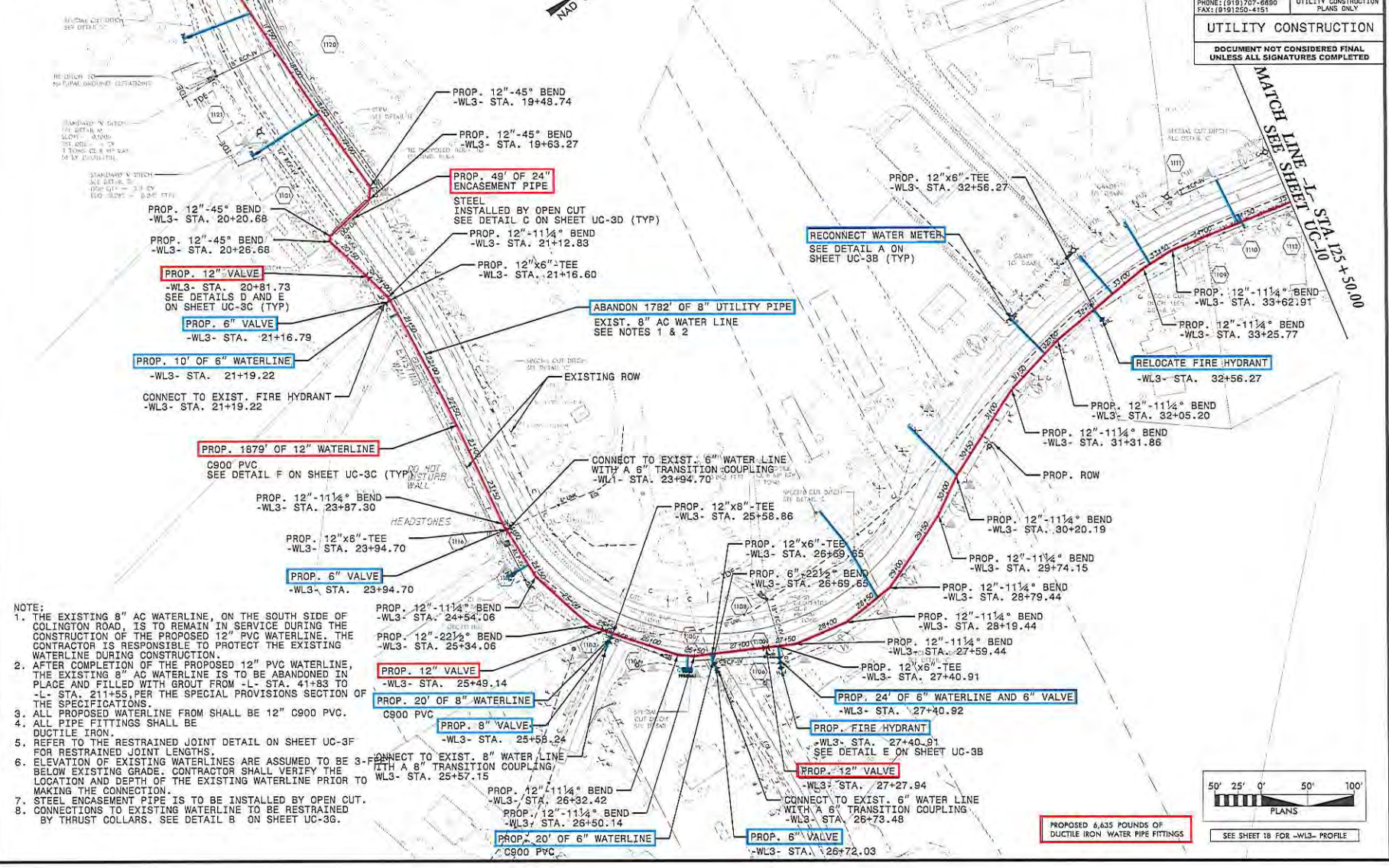
REVISIONS

B477/91

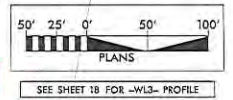
8/17/99

MATCH LINE  
-L- STA 107+50.00 SEE SHEET UC-8

PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-9
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: GMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITY CONSTRUCTION PLANS ONLY	
UTILETTES ENGINEERING INC. PHONE: (919) 707-6690 FAX: (919) 250-4151	
UTILITY CONSTRUCTION PLANS ONLY	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



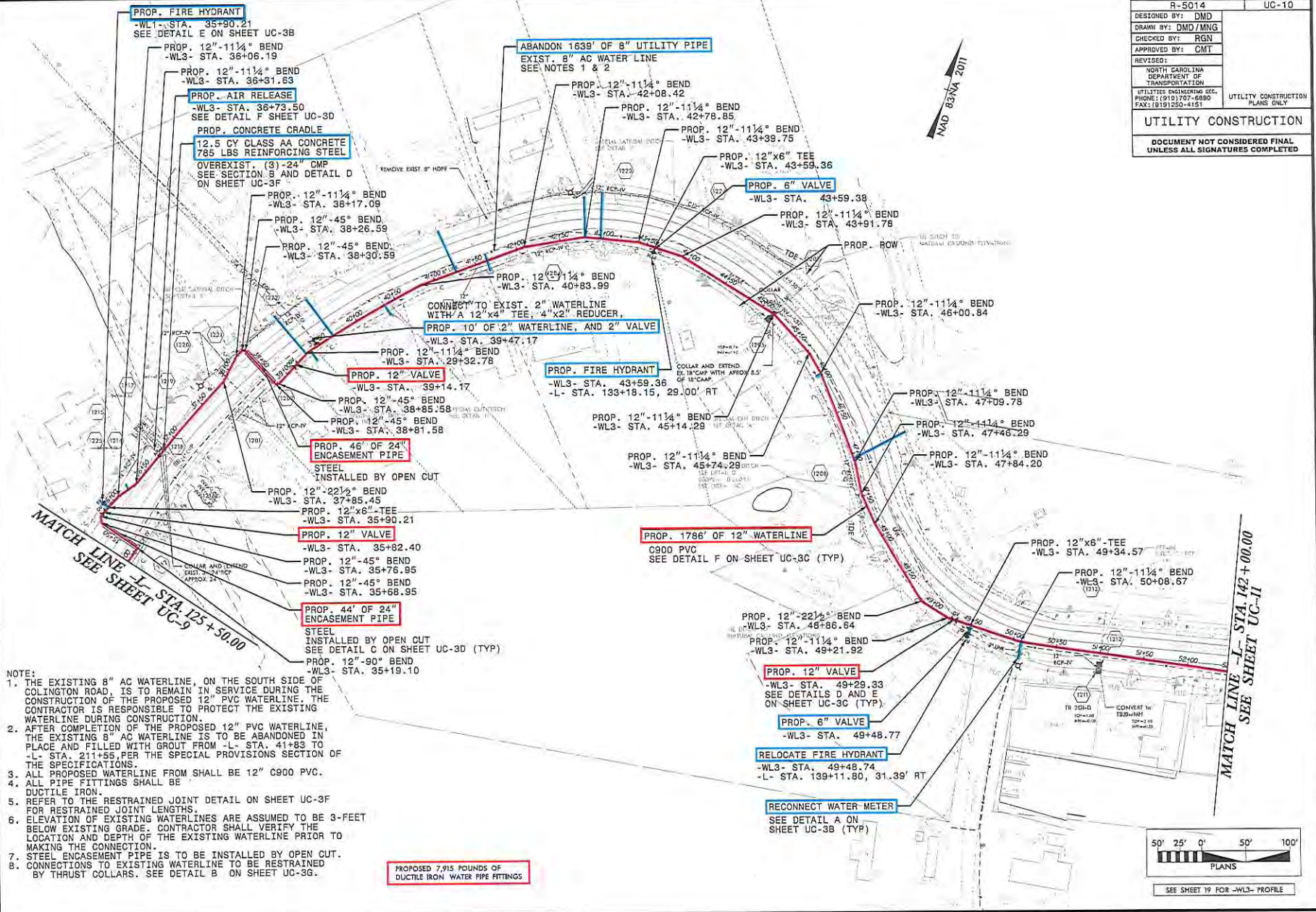
- NOTE:
1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
  2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM -L- STA. 41+83 TO -L- STA. 211+55, PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
  3. ALL PROPOSED WATERLINE FROM SHALL BE 12" C900 PVC. ALL PIPE FITTINGS SHALL BE DUCTILE IRON.
  4. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3F FOR RESTRAINED JOINT LENGTHS.
  5. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3 FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
  6. STEEL ENCASEMENT PIPE IS TO BE INSTALLED BY OPEN CUT.
  7. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL B ON SHEET UC-3G.





8/17/99

REVISIONS



PROJECT REFERENCE NO.	R-5014	SHEET NO.	UC-10
DESIGNED BY:	DND		
DRAWN BY:	DMD/MNG		
CHECKED BY:	RGN		
APPROVED BY:	CMT		
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		UTILITY CONSTRUCTION PLANS ONLY	
UTILITIES ENGINEERING DIV.			
PHONE: (919) 767-6880			
FAX: (919) 252-4151			
<b>UTILITY CONSTRUCTION</b>			
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			

B.17/93

**NOTE:**

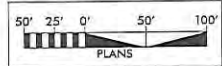
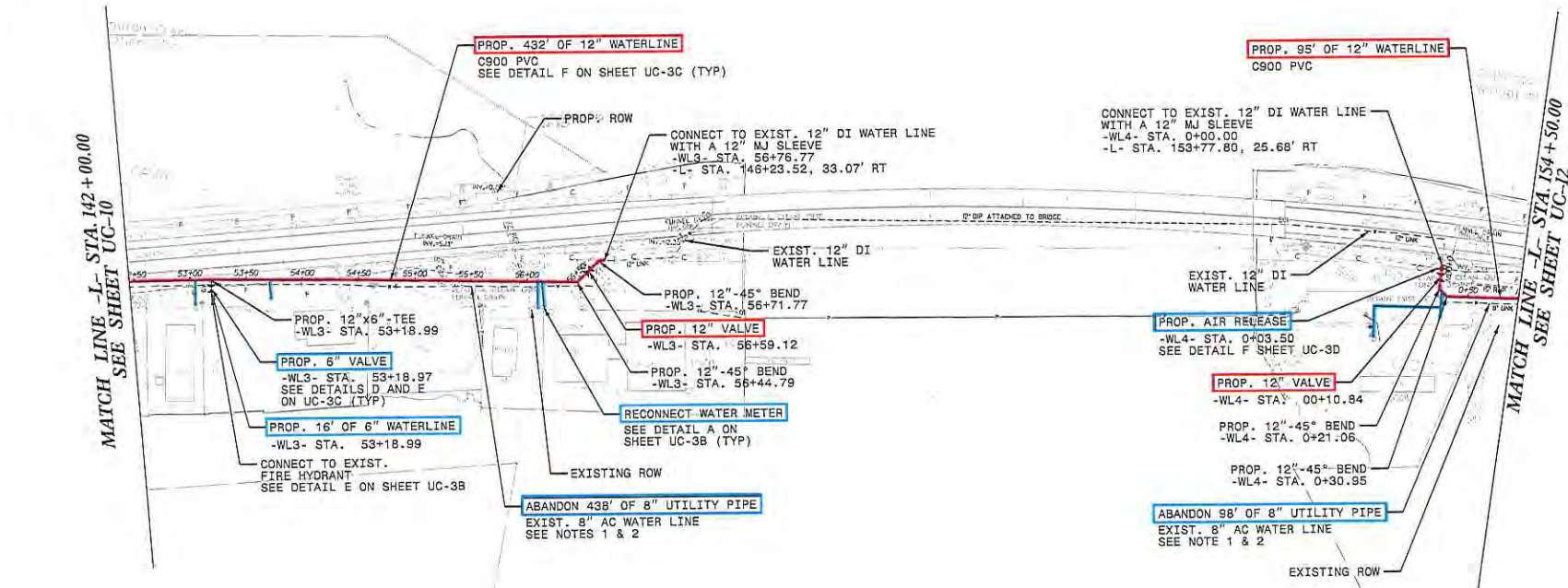
1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM L- STA. 41+83 TO L- STA. 211+55 PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
3. ALL PROPOSED WATERLINE FROM SHALL BE 12" C900 PVC.
4. ALL PIPE FITTINGS SHALL BE DUCTILE IRON.
5. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3F FOR RESTRAINED JOINT LENGTHS.
6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3-FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
7. STEEL ENCASEMENT PIPE IS TO BE INSTALLED BY OPEN CUT.
8. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL B ON SHEET UC-3G.

PROJECT REFERENCE NO.	R-5014	SHEET NO.	UC-11
DESIGNED BY:	DMD		
DRAWN BY:	DMD/MNS		
CHECKED BY:	RGN		
APPROVED BY:	CMT		
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		UTILITY CONSTRUCTION PLANS ONLY	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-8890 FAX: (919) 350-4161			
<b>UTILITY CONSTRUCTION</b>			
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			

NAD 83/NA 2011

MATCH LINE -L- STA. 142+00.00  
SEE SHEET UC-10

MATCH LINE -L- STA. 154+50.00  
SEE SHEET UC-12



SEE SHEET 20 FOR -WL3- AND -WL4- PROFILE

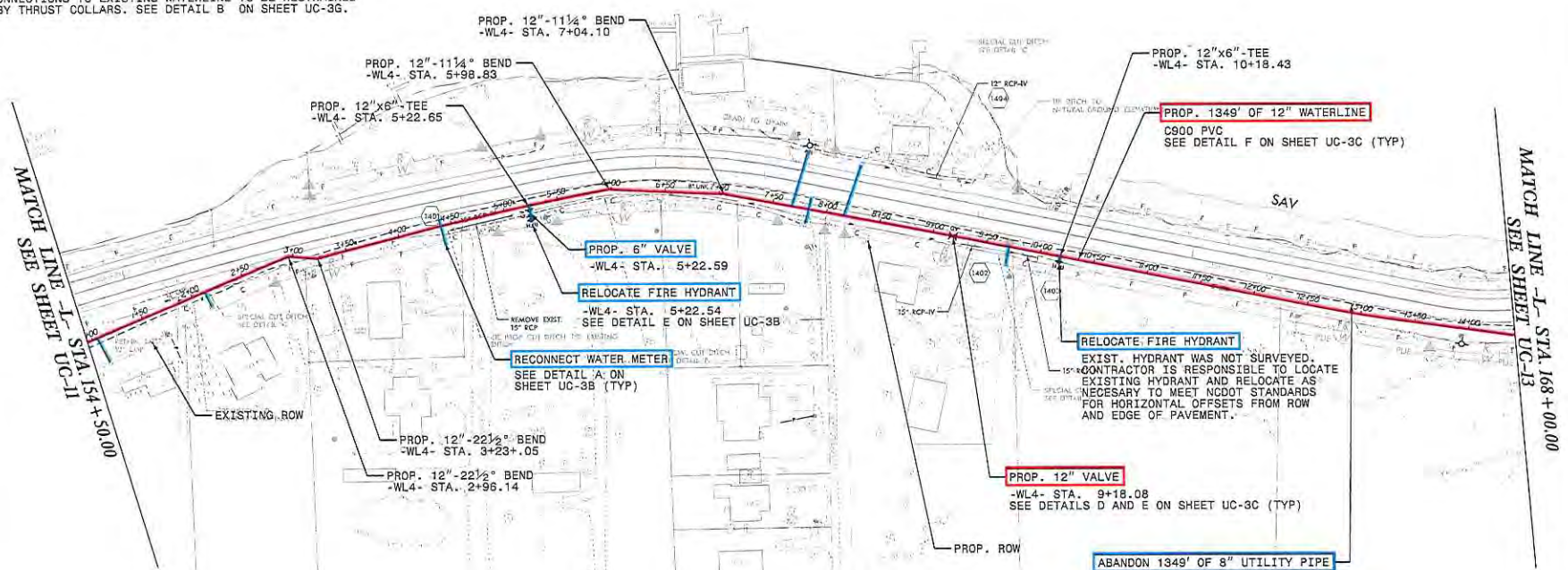
PROPOSED 1,905 POUNDS OF DUCTILE IRON WATER PIPE FITTINGS

B/17/99

NOTE:

1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM -L- STA. 4+83 TO -L- STA. 21+55 PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
3. ALL PROPOSED WATERLINE FROM SHALL BE 12" C900 PVC.
4. ALL PIPE FITTINGS SHALL BE DUCTILE IRON.
5. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3F FOR RESTRAINED JOINT LENGTHS.
6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3-FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
7. STEEL ENCASUREMENT PIPE IS TO BE INSTALLED BY OPEN CUT.
8. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL B ON SHEET UC-3G.

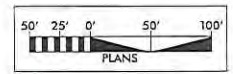
PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-12
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC.	
PHONE: (919)707-6680	UTILITY CONSTRUCTION PLANS ONLY
FAX: (919)250-4151	
<b>UTILITY CONSTRUCTION</b>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



REVISIONS

MATCH LINE -L- STA. 154 + 50.00  
SEE SHEET UC-11

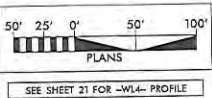
MATCH LINE -L- STA. 168 + 00.00  
SEE SHEET UC-13



PROPOSED 1,530 POUNDS OF DUCTILE IRON WATER PIPE FITTINGS

SEE SHEET 17 FOR -WL- PROFILE

PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-13
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC.	
PHONE: (919) 207-8890	
FAX: (919) 250-4181	
UTILITY CONSTRUCTION PLANS ONLY	
<b>UTILITY CONSTRUCTION</b>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

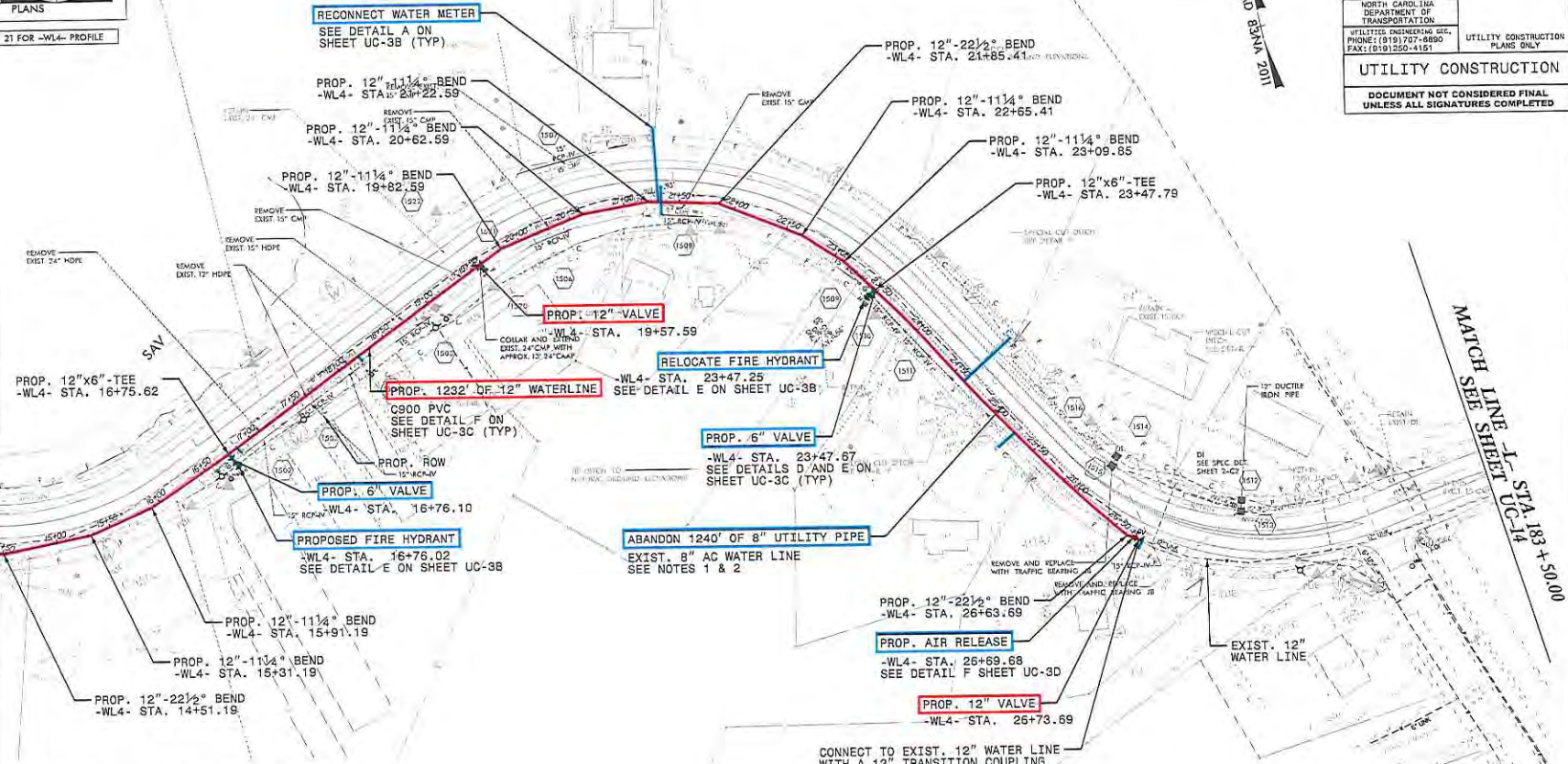


MATCH LINE 1- STA 168+00.00  
SEE SHEET UC-12

MATCH LINE 1- STA 183+50.00  
SEE SHEET UC-14

- NOTE:
1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
  2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM -L- STA. 41+83 TO THE SPECIFICATIONS.
  3. ALL PROPOSED WATERLINE FROM SHALL BE 12" C900 PVC.
  4. ALL PIPE FITTINGS SHALL BE DUCTILE IRON.
  5. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3F FOR RESTRAINED JOINT LENGTHS.
  6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3-FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
  7. STEEL ENCASUREMENT PIPE IS TO BE INSTALLED BY OPEN CUT.
  8. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL B ON SHEET UC-3G.

PROPOSED 2,955 POUNDS OF DUCTILE IRON WATER PIPE FITTINGS



REVISIONS

NAD 83  
MAY 2011

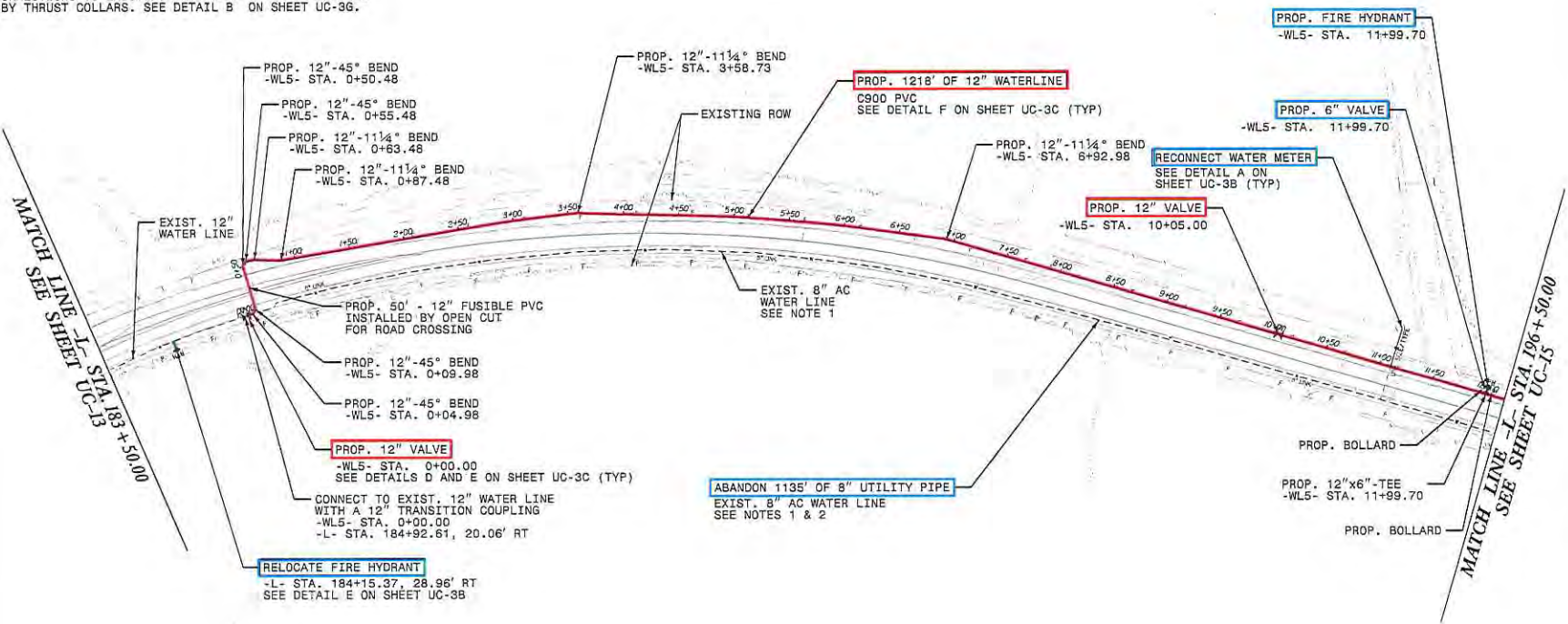
B-17/93

NOTE:

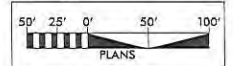
1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM -L- STA. 41+83 TO -L- STA. 211+55, PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
3. ALL PROPOSED WATERLINE FROM SHALL BE 12" C900 PVC.
4. ALL PIPE FITTINGS SHALL BE DUCTILE IRON.
5. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3F FOR RESTRAINED JOINT LENGTHS.
6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3- FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
7. STEEL ENCASUREMENT PIPE IS TO BE INSTALLED BY OPEN CUT.
8. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL B ON SHEET UC-3G.

9. CONTRACTOR TO NOTIFY NCDOT AT LEAST 24 HOURS BEFORE EACH DAY WORK IS INTENDED NEAR THE AIRPORT RUNWAY (-L- STA. 191+50 TO 196+50). NCDOT WILL TAKE NECESSARY ACTIONS TO GET A NOTICE TO AIRMEN (NOTAM) ISSUED. CONTRACTOR WILL CONFIRM WITH NCDOT THAT A NOTAM HAS BEEN ISSUED BEFORE COMMENCING WORK NEAR THE AIRPORT RUNWAY.

PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-14
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING DIV.	
PHONE: (919) 707-6660	UTILITY CONSTRUCTION PLANS ONLY
FAX: (919) 250-4151	
<b>UTILITY CONSTRUCTION</b>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



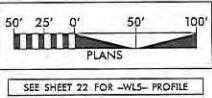
REVISIONS



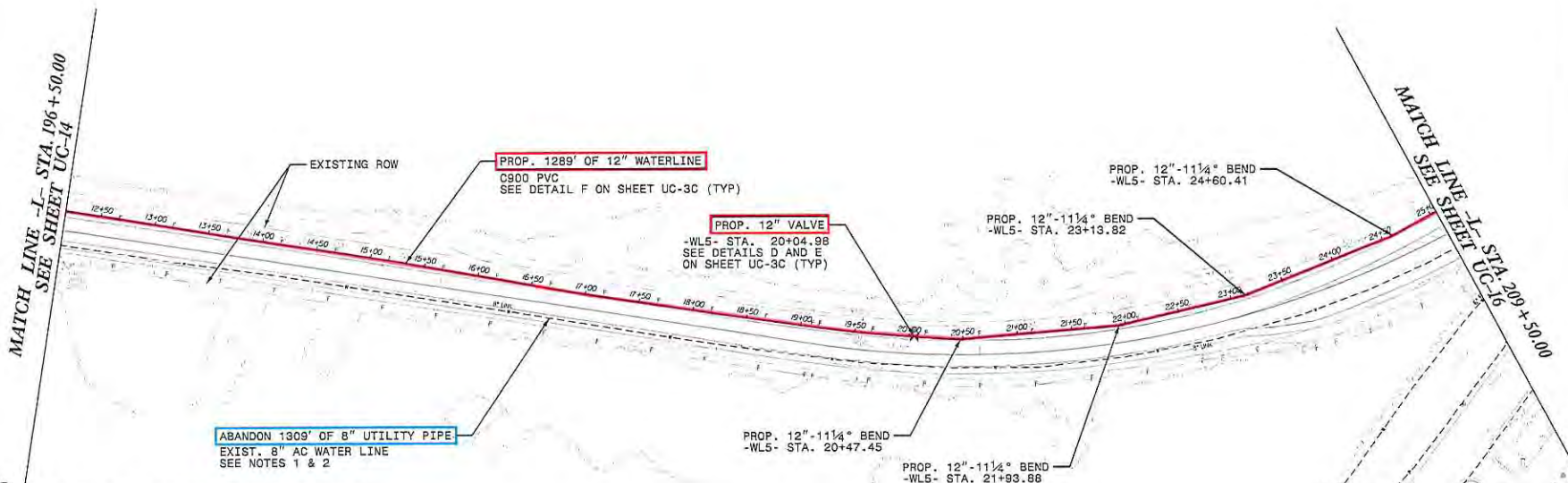
PROPOSED 1,218 POUNDS OF  
DUCTILE IRON WATER PIPE FITTINGS

SEE SHEET 21 FOR -WLS- PROFILE

PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-15
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
WILFRED ENGINEERING, INC.	
PHONE: (919) 707-6690	UTILITY CONSTRUCTION
FAX: (919) 250-4151	PLANS ONLY
<b>UTILITY CONSTRUCTION</b>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



NAD 83/JAN 2011



- NOTE:
1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
  2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM -L- STA. 41+83 TO -L- STA. 211+55, PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
  3. ALL PROPOSED WATERLINE FROM SHALL BE 12" C900 PVC.
  4. ALL PIPE FITTINGS SHALL BE DUCTILE IRON.
  5. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3F FOR RESTRAINED JOINT LENGTHS.
  6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3- FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
  7. STEEL ENCASMENT PIPE IS TO BE INSTALLED BY OPEN CUT.
  8. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL B ON SHEET UC-3G.

PROPOSED 880 POUNDS OF DUCTILE IRON WATER PIPE FITTINGS

8/17/99 REVISIONS

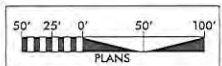
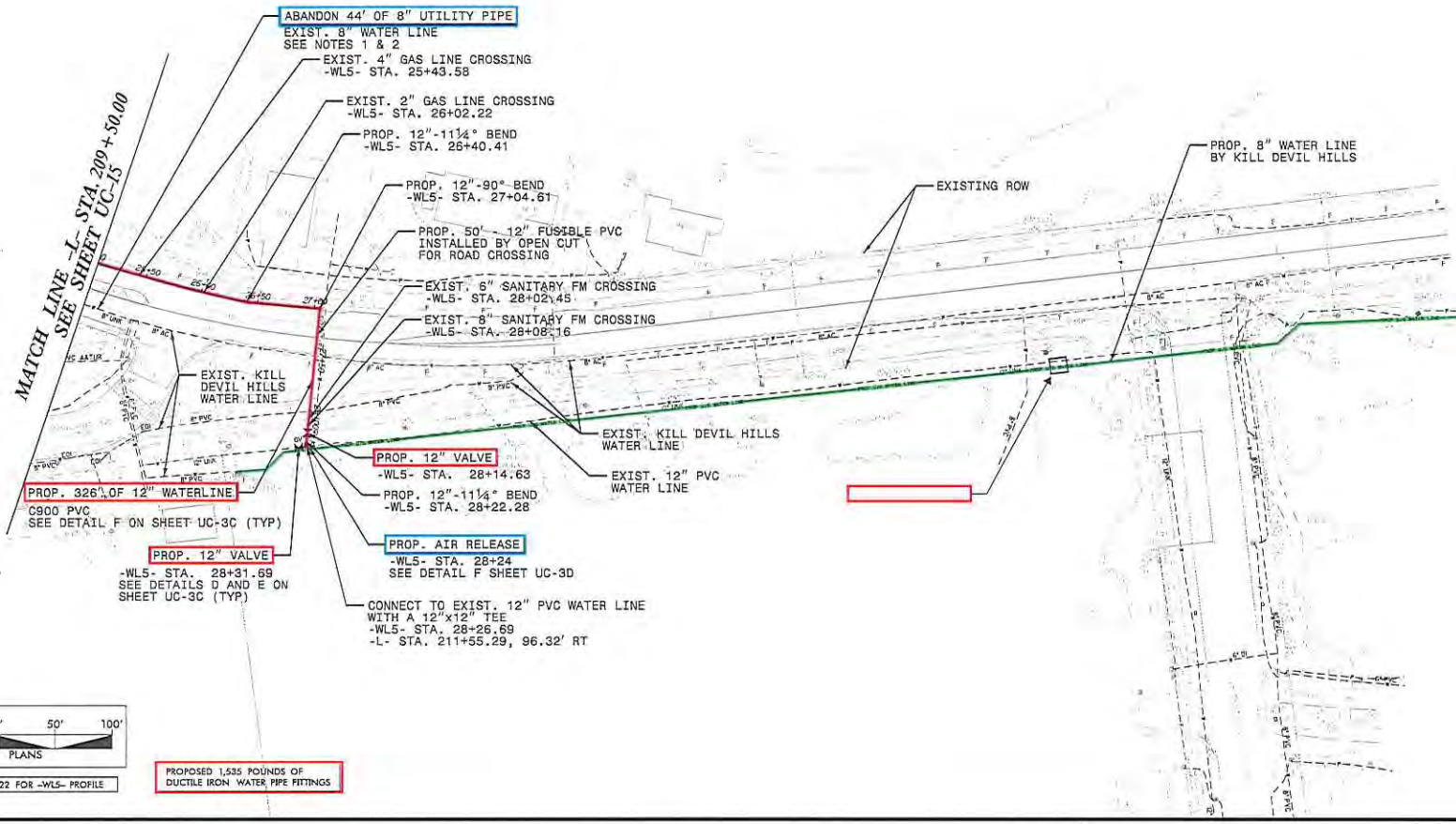
04/17/09

REVISIONS

NOTE:

1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLINGTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GROUT FROM -L- STA. 41+83 TO -L- STA. 211+55, PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
3. ALL PROPOSED WATERLINE FROM SHALL BE 12" C900 PVC.
4. ALL PIPE FITTINGS SHALL BE DUCTILE IRON.
5. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-3F FOR RESTRAINED JOINT LENGTHS.
6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3- FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
7. STEEL ENCASEMENT PIPE IS TO BE INSTALLED BY OPEN CUT.
8. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY THRUST COLLARS. SEE DETAIL B ON SHEET UC-3G.

PROJECT REFERENCE NO.	SHEET NO.
R-5014	UC-16
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC.	UTILITY CONSTRUCTION PLANS ONLY
PHONE: (919) 707-8890	
FAX: (919) 250-4151	
<b>UTILITY CONSTRUCTION</b>	
<b>DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED</b>	

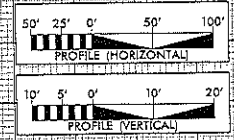


SEE SHEET 22 FOR -WLS- PROFILE

PROPOSED 1,535 POUNDS OF DUCTILE IRON WATER PIPE FITTINGS

5/15/99

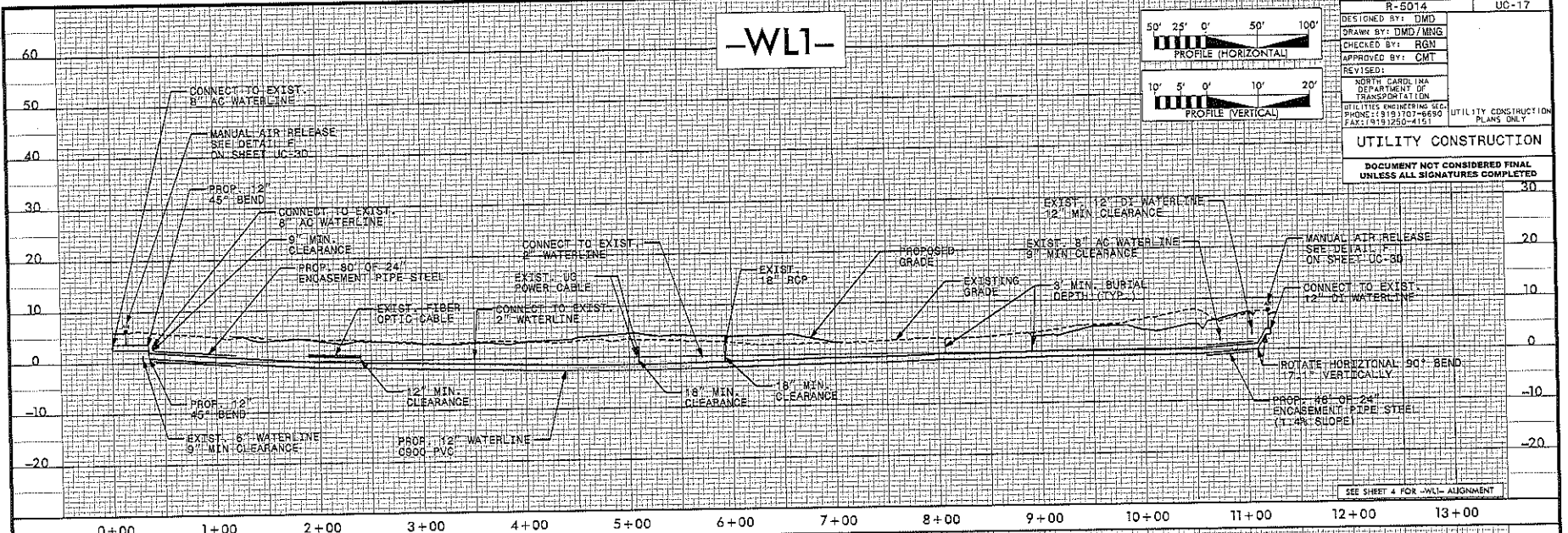
# -WL1-



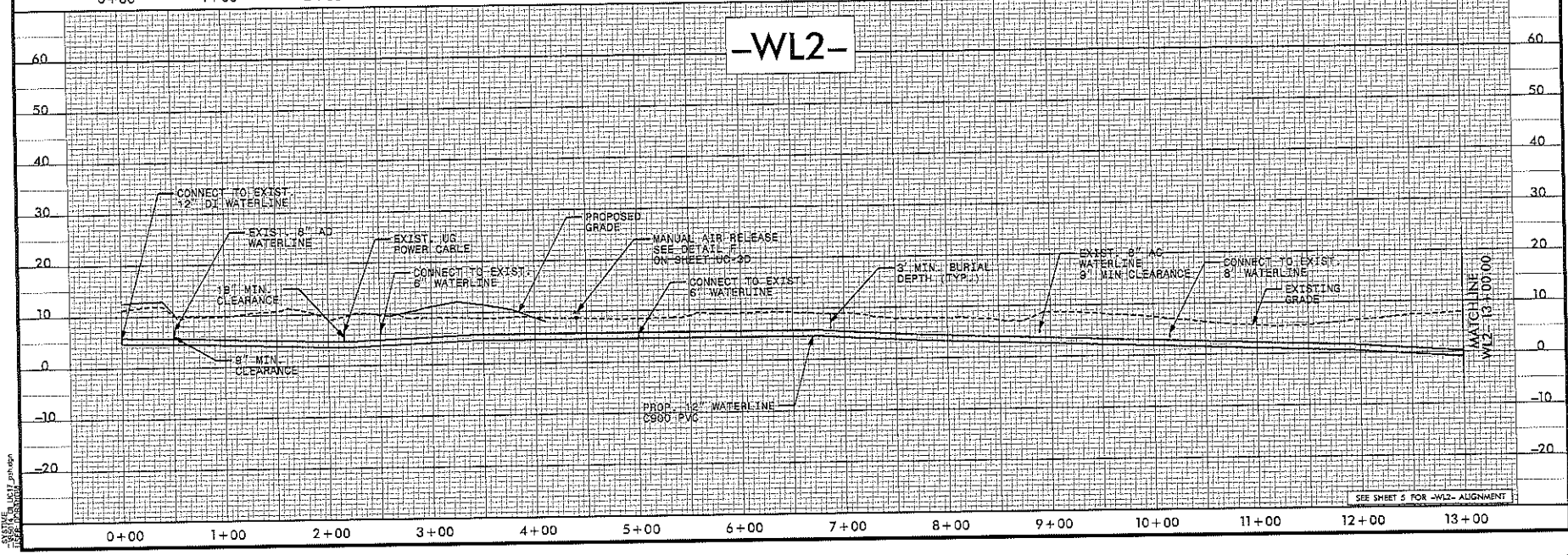
PROJECT REFERENCE NO. R-5014	SHEET NO. UC-17
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151	
UTILITY CONSTRUCTION PLANS ONLY	

## UTILITY CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED



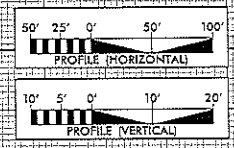
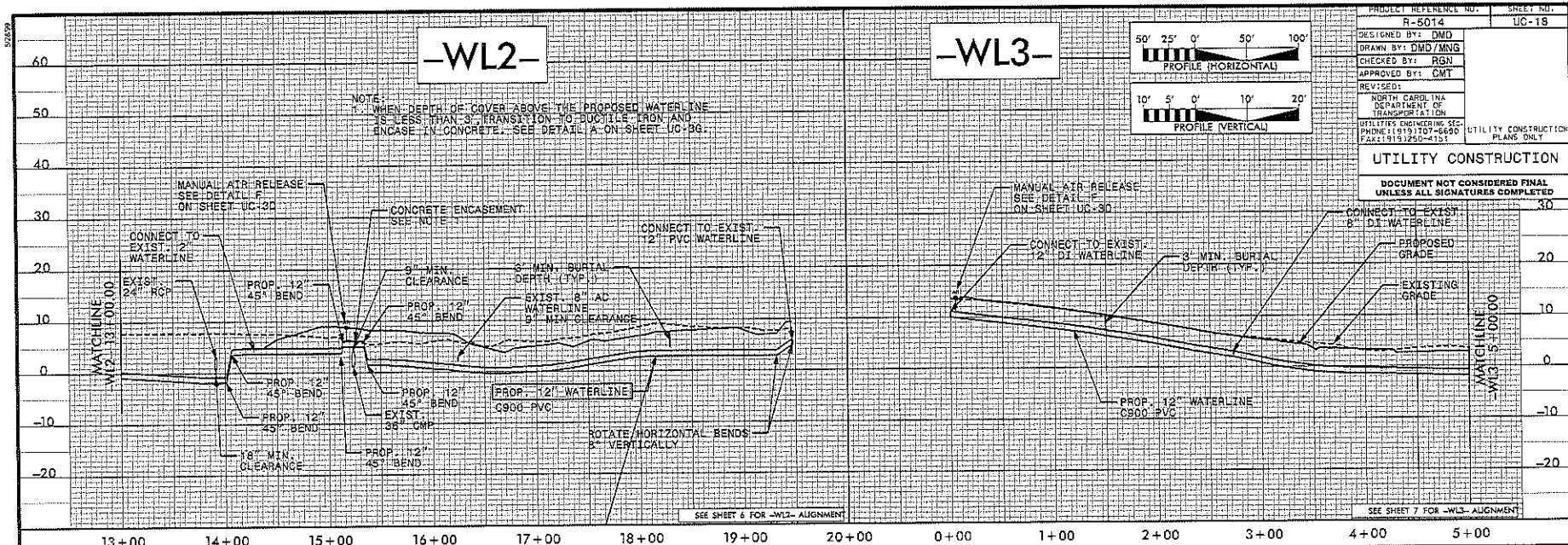
# -WL2-



5/15/99



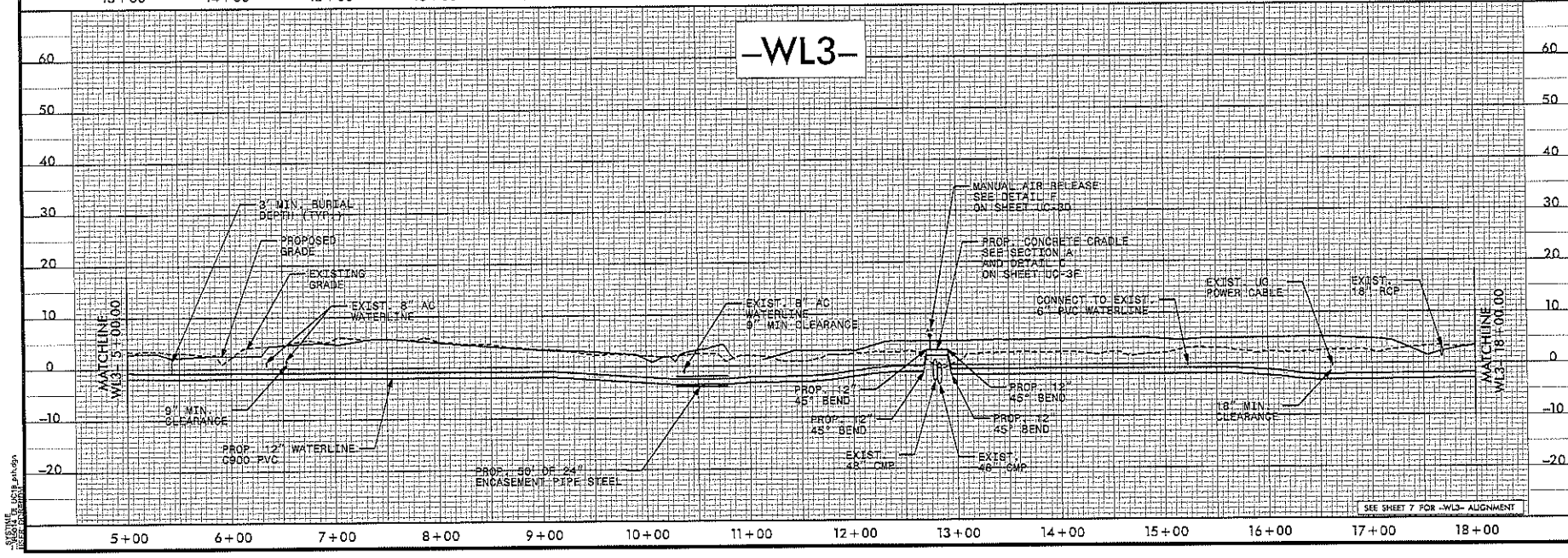
5/25/99



PROJECT REFERENCE NO.	R-5014
SHEET NO.	UC-18
DESIGNED BY:	DMD
DRAWN BY:	DMD/MNG
CHECKED BY:	RGN
APPROVED BY:	CMT
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SECTION	
PHONE: (919) 707-8690	
FAX: (919) 750-4131	
UTILITY CONSTRUCTION PLANS ONLY	

**UTILITY CONSTRUCTION**

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

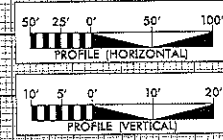


5/25/99

SEE SHEET 7 FOR -WL3- ALIGNMENT

5/25/99

# -WL3-



PROJECT REFERENCE NO. R-5014 SHEET NO. UC-19

DESIGNED BY: DMD  
 DRAWN BY: DMD/MNG  
 CHECKED BY: RGN  
 APPROVED BY: CMT

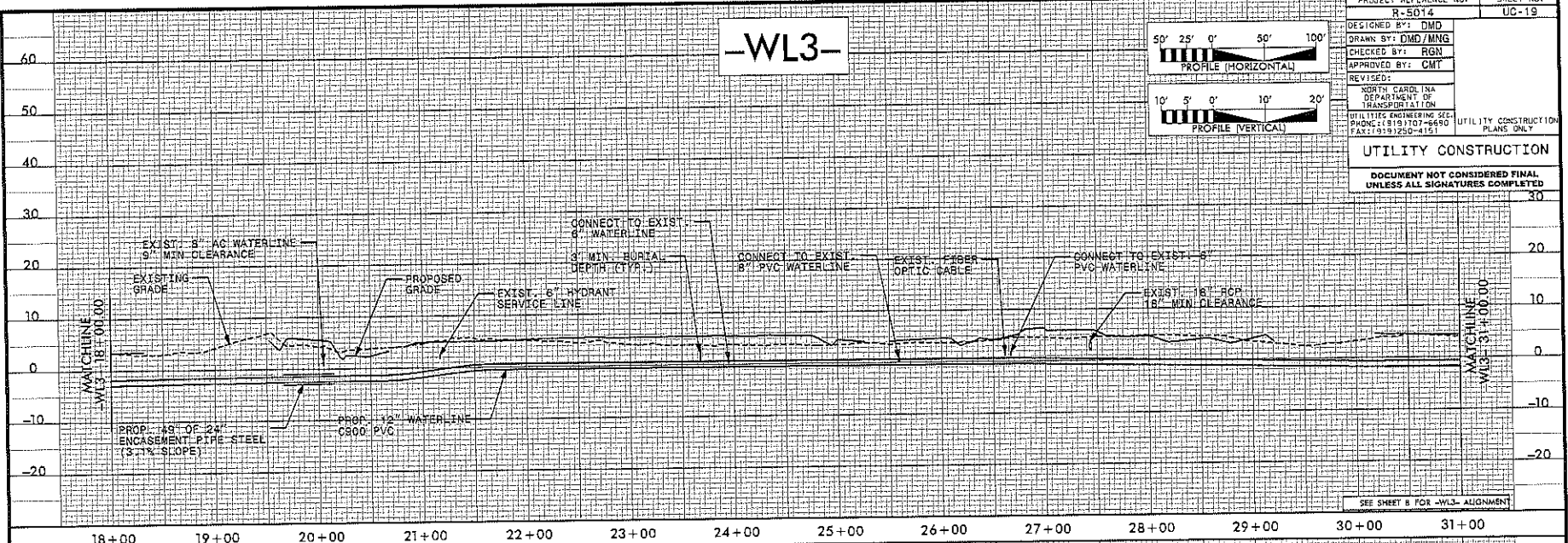
REVISED:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

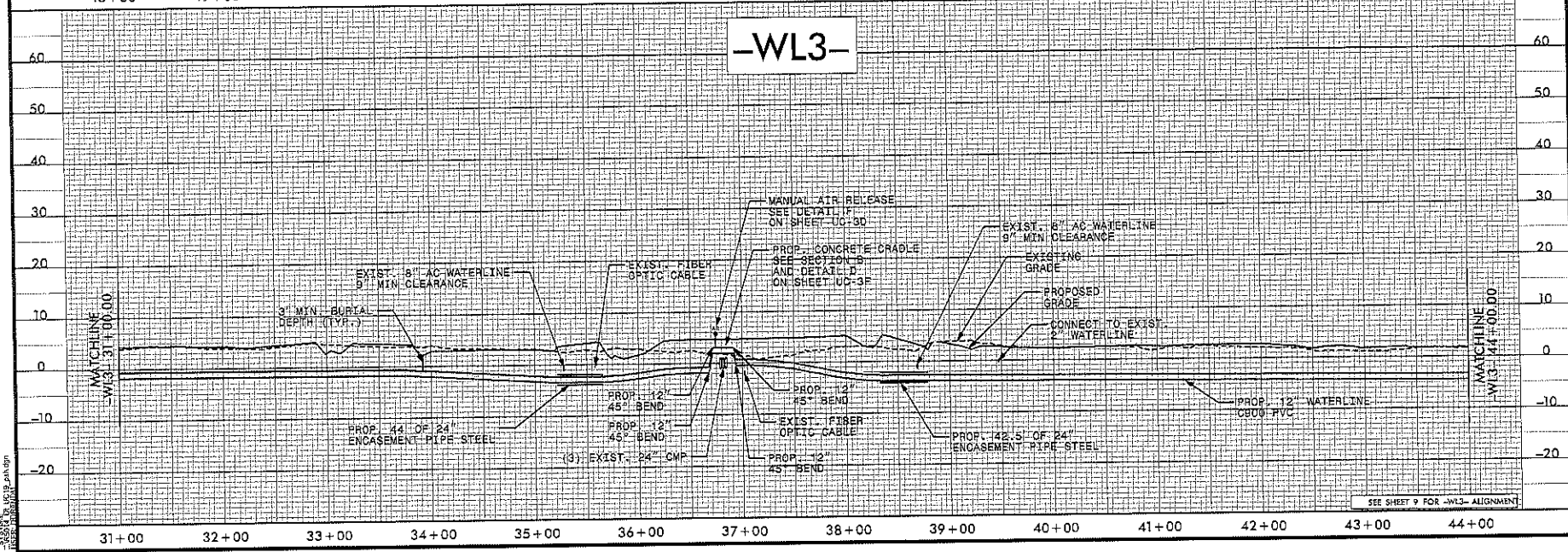
UTILITY CONSTRUCTION PLANS ONLY

UTILITY CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED



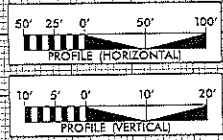
# -WL3-



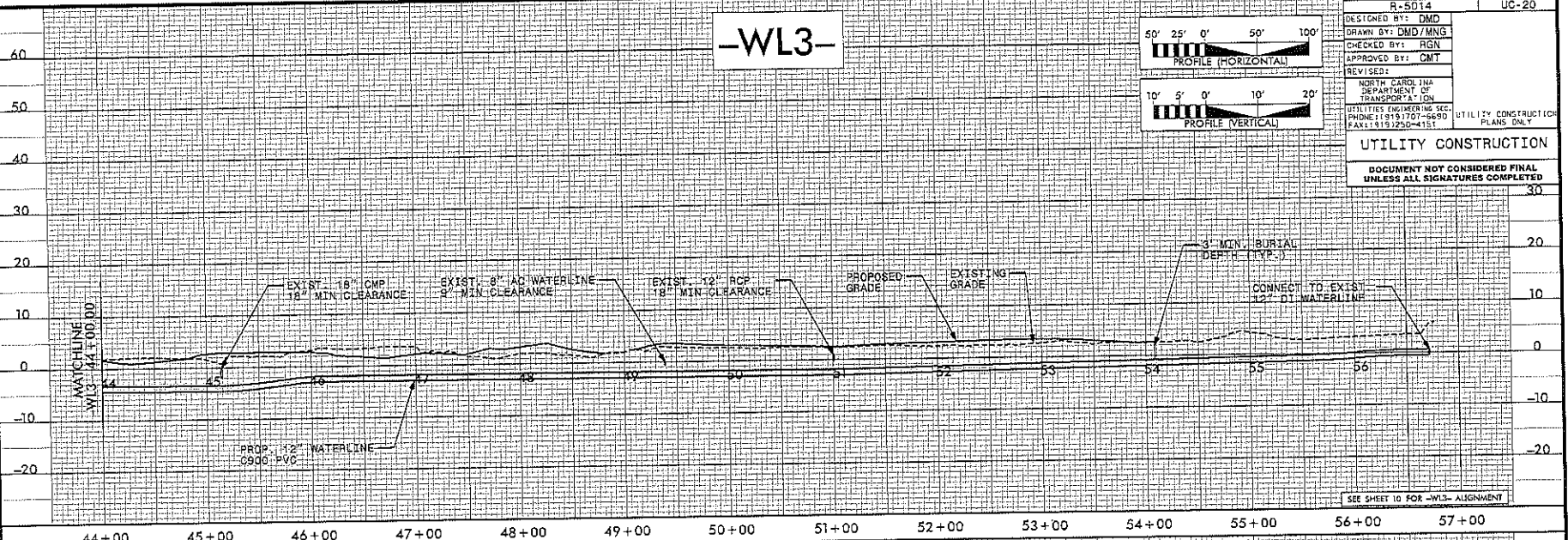
5/25/99

SCALE

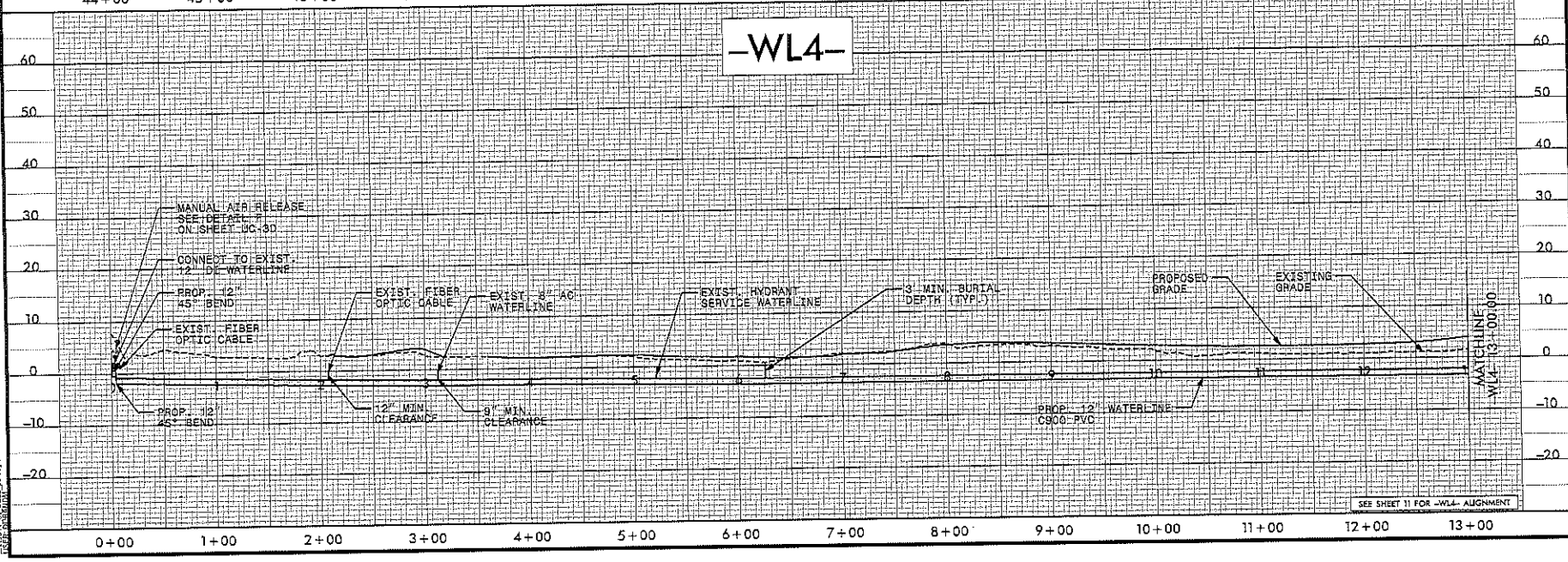
# -WL3-



PROJECT REFERENCE NO. R-5014	SHEET NO. UC-20
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITY CONSTRUCTION SECTION PHONE: 919/707-6690 FAX: 919/720-4151	
UTILITY CONSTRUCTION PLANS ONLY	
UTILITY CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



# -WL4-

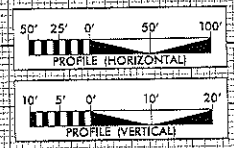


SCALE

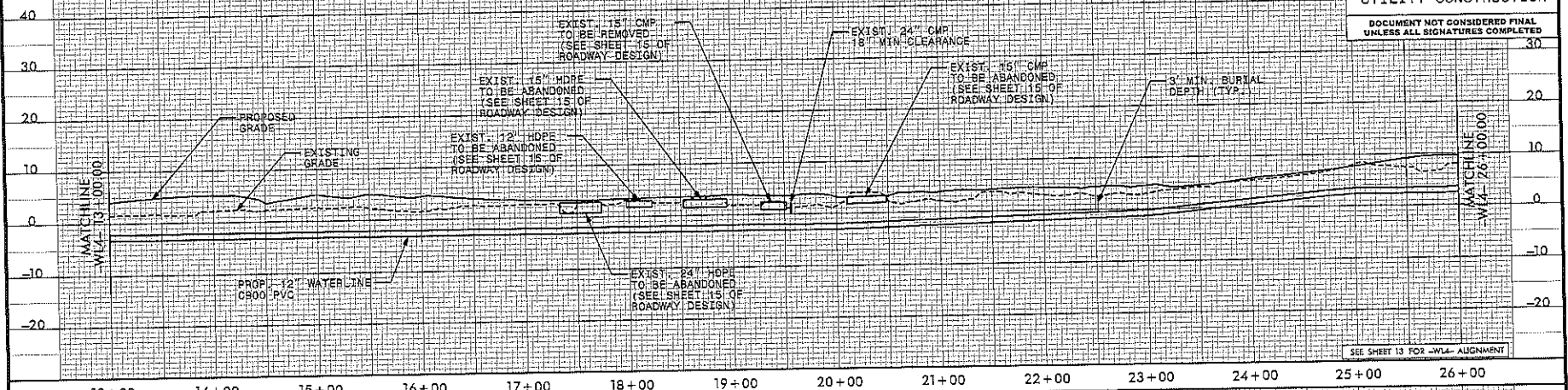
EXIST

60  
50  
40  
30  
20  
10  
0  
-10  
-20

# -WL4-



PROJECT REFERENCE NO.	R-5014	SHEET NO.	UC-21
DESIGNED BY:	DMD		
DRAWN BY:	DMD/MNG		
CHECKED BY:	RMN		
APPROVED BY:	CMT		
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		UTILITY CONSTRUCTION PLANS ONLY	
UTILITIES ENGINEERING SECTION PHONE: (919) 707-6690 FAX: (919) 250-4151			

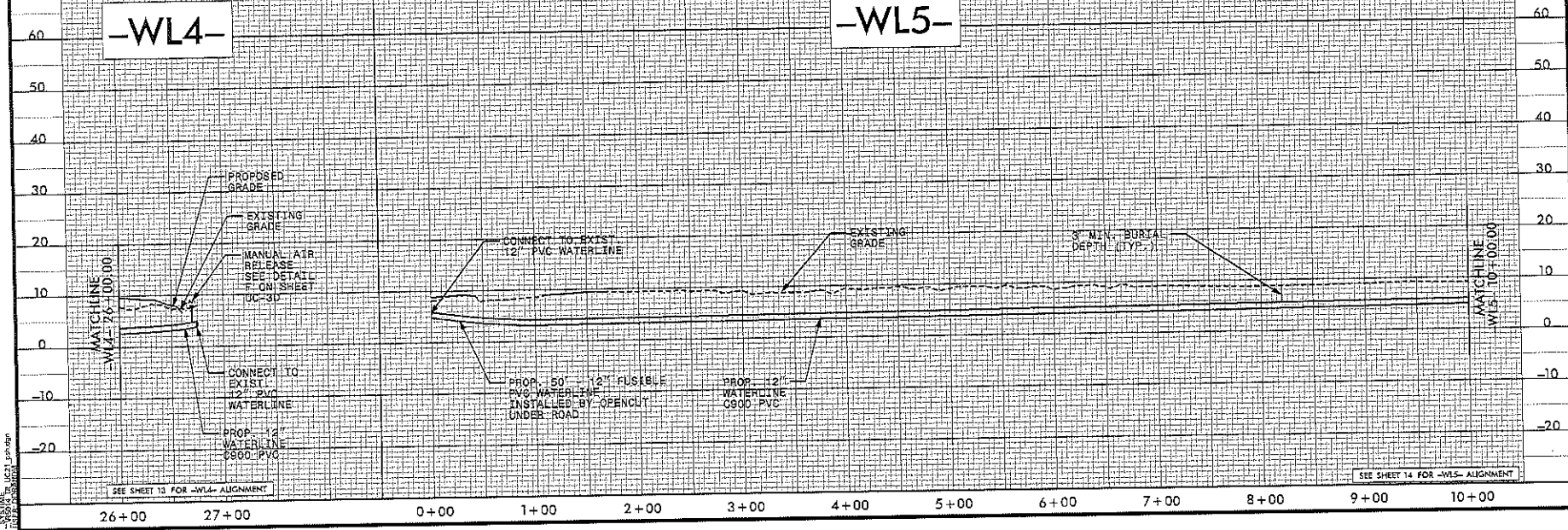


EXIST

60  
50  
40  
30  
20  
10  
0  
-10  
-20

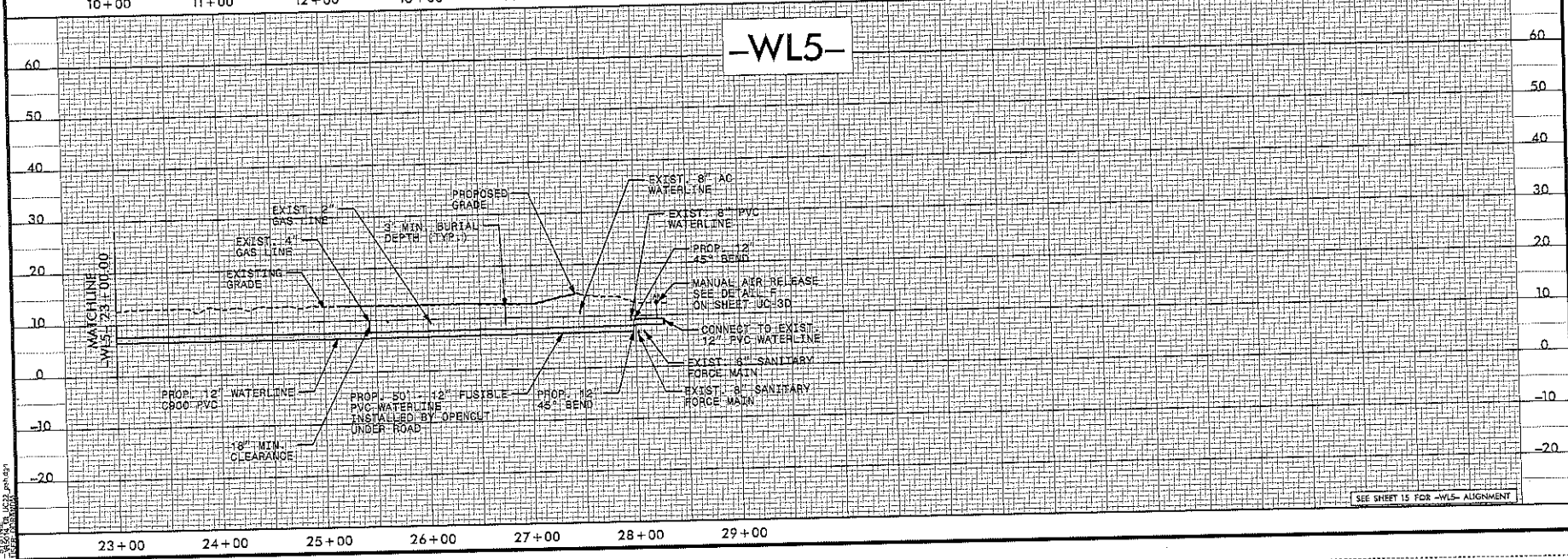
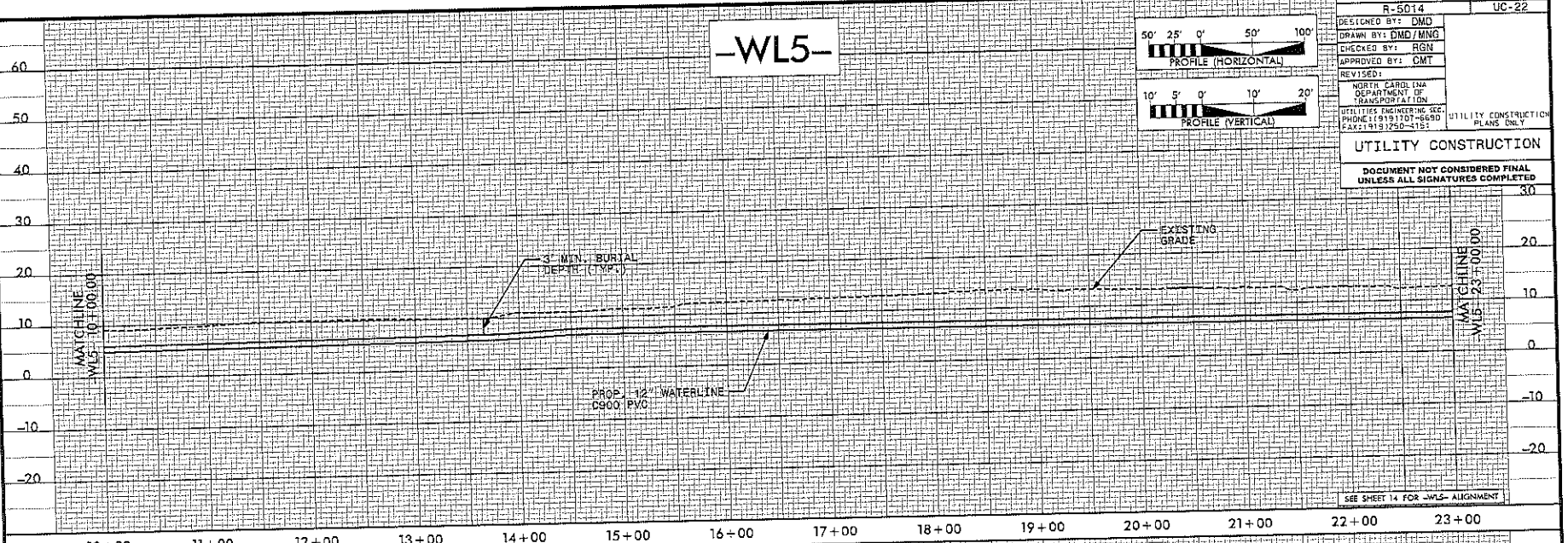
# -WL4-

# -WL5-



5/2/09

SCALE: VERTICAL 1"=20' HORIZONTAL 1"=40'



PROJECT REFERENCE NO. R-5014	SHEET NO. UC-22
DESIGNED BY: DMD	
DRAWN BY: DMD/MNG	
CHECKED BY: RGN	
APPROVED BY: CMT	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SECTION	
PHONE: (919) 707-6600	
FAX: (919) 750-3115	
UTILITY CONSTRUCTION PLANS ONLY	
<b>UTILITY CONSTRUCTION</b>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



*Emergency Management LEPC & HSGP Grants*

**Description**

Submitted to account from Emergency Management grants received outside the budget cycle. All grants are 100% reimbursable with no matching funds required. The Local Emergency Planning Committee (LEPC) Tier II noncompetitive grant was increased from \$1000 to \$2000 based on the establishment of the Outer Banks Region LEPC. This grant is used to cover LEPC administrative expenses. The LEPC Tier competitive was provided to fund a hazardous materials table top exercise.

In addition, we received Homeland Security Grant Program (HSGP) funding for an exercise and equipment. The exercise grant will be used to fund an hurricane exercise in 2019. The equipment grant will be used to acquire a Mobile Equipment Response Trailer that can be used to set traffic control points and enhance traffic management during planned and unplanned events.

**Board Action Requested**

Approval of budget amendment

**Item Presenter**

Drew Pearson, Director of Emergency Management

# ***DARE COUNTY***

## ***BUDGET AMENDMENT***

***F/Y 2018/2019***

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Emergency Mangement</u>					
<u>Revenues:</u>					
LEPC Tier II Noncompetitive	103542	422220	00410	1,000	
LEPC Tier II Competetive	103542	422220	00411	8,600	
HSGP Exercise	103542	422220	00405	8,500	
HSGP Equipment	103542	422220	00412	27,500	
<u>Expenditures:</u>					
LEPC Tier II Noncompetitive	104542	513300	00410	1,000	
LEPC Tier II Competetive	104542	525800	00411	8,600	
HSGP Exercise	104542	525800	00405	8,500	
HSGP Equipment	104542	537400	00412	27,500	

**Explanation:**

Submitted to account from Emergency Management grants received outside the budget cycle. All grants are 100% reimbursable with no matching funds required.

The Local Emergency Planning Committee (LEPC) Tier II noncompetitive grant was increased from \$1000 to \$2000 based on the establishment of the Outer Banks Region LEPC. This grant is used to cover LEPC administrative expenses. The LEPC Tier competitive was provided to fund a hazardous materials table top exercise.

In addition, we received Homeland Security Grant Program (HSGP) funding for an exercise and equipment. The exercise grant will be used to fund an hurricane exercise in 2019. The equipment grant will be used to acquire a Mobile Equipment Response Trailer that can be used to set traffic control points and enhance traffic management during planned and unplanned events.

Copies of all executed grant agreements are attached.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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



# North Carolina Department of Public Safety

## Emergency Management

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

### NORTH CAROLINA TIER II GRANT

**Fiscal Year 2018**  
**Grant #: TIER II-2018**

#### SUB AWARD NOTIFICATION

Drew Pearson  
Dare County  
954 Marshall C. Collins Drive  
Manteo, NC 27954

**Period of Performance:** January 1, 2018 to December 31, 2018  
**Project Title(s):** LEPC Planning (Dare and Currituck Counties)  
**Total Amount of Award:** \$2,000.00  
**MOA#:** 1830

North Carolina Emergency Management is pleased to inform you that the Fiscal Year (FY) 2018 Tier II Non-Competitive Grant project(s) has been approved for funding. In accordance with the provisions of FY 2018 Tier II grant award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. North Carolina Emergency Management grant number is TIER II-2018-1830.

**Payment of Funds:** The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e. invoices, contracts, itemized expenses).

**Conditions:** These funds are to be used by your county's Local Emergency Planning Committee (LEPC) for hazardous materials emergency response planning, training, and related exercises. The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of North Carolina General Statute §143C-6-23, 09 NCAC 03M and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to a maximum 30-month period. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

**Supplanting:** The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for LEPC activities. In compliance with that mandate, the sub-recipient will certify that the receipt of grant funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for LEPC activities.

*Callion L. Maddox*

**Callion L. Maddox**  
**Homeland Security Grants Branch Manager**

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



**MAILING ADDRESS**  
4236 Mail Service Center  
Raleigh NC 27699-4236  
www.readync.org  
www.ncdps.gov

**OFFICE LOCATION**  
1636 Gold Star Drive  
Raleigh, NC 27607-3371  
Telephone: (919) 825-2500  
Fax: (919) 825-2685





# North Carolina Department of Public Safety

## Emergency Management

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

### NORTH CAROLINA TIER II GRANT

**Fiscal Year 2018**

**Grant Award #: TIER II-2018 NON-COMPETITIVE**

### MEMORANDUM OF AGREEMENT (MOA)

#### Between

**Recipient:**

State of North Carolina  
Department of Public Safety  
Emergency Management

**Sub-Recipient:**

Dare County  
**Tax ID/EIN #:** 56-6000293-A  
**DUNS#:** 082358631

**MOA #T2-2018-1830**

**DPS Fund Code:** 1506-8064

**MOA Amount:** \$2,000.00

**MOA Period of Performance:** 1/1/2018 to 12/30/2018

1. **PURPOSE:** This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises. Please see Attachment 1 for a detailed scope of work.
2. **AUTHORITY:** In accordance with the provisions of N.C.G.S. §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.
3. **COMPENSATION:** The Recipient agrees that it will pay the Sub-recipient complete and total compensation for the services to be rendered by the Sub-recipient. Payment to the Sub-recipient for expenditures under this Agreement will be reimbursed after the Sub-recipient's cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses. These documents must be submitted no later than January 31, 2019. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget.
4. **CONDITIONS:** The funds awarded under this grant must only be used by your county's or region's LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in N.C.G.S. § 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:

- A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
  - B. Support regional LEPC meetings and collaboration
  - C. Enhance LEPC outreach efforts or produce promotional materials
  - D. Host or support local and regional LEPC conferences
  - E. Create or update hazardous material emergency response plans
  - F. Support local or regional hazardous materials response exercises
  - G. Support purchases of equipment necessary to support the LEPC and its mission
    - Purchases of equipment must be pre-approved in writing by the NCEM EPCRA Coordinator
  - H. Support hazardous material risk assessments currently being conducted by North Carolina Emergency Management
  - I. Under no circumstances are the following items eligible for funding under this grant:
    - Salaries or benefits for any employee
    - Drone aircraft or unmanned aerial vehicles
    - Support for programs not focused on hazardous materials preparedness
5. **REGULATION:** The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this payment, the Sub-recipient agrees to use these funds in a manner consistent with state laws and regulations.
6. **TAXES:** Recipient shall be responsible for all taxes.
7. **WARRANTY:** As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
8. **POINTS OF CONTACT:** To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the Planning & Homeland Security Grants Management staff, and NCEM Branch Staff. The Sub-recipient point of contact shall be the person designated by the Sub-recipient.

9. **PUBLIC RECORD ACCESS:** This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
10. **SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.
11. **ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
12. **OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
13. **COMPLIANCE:** Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.
14. **ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
15. **MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.
16. **TERMINATION:** The terms of this agreement, as modified with the consent of all parties, will remain in effect until December 31, 2018. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Technological Hazards Branch and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable NCEM EPCRA Grant Adjustment Notice.
17. **EXECUTION AND EFFECTIVE DATE:** This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2018. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.
18. **CERTIFICATION OF ELIGIBILITY--Under the Iran Divestment Act**  
Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.\* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
2. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
3. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please direct questions to (919) 814-3852.

**IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2018.**

**N.C. DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF EMERGENCY MANAGEMENT  
1636 GOLD STAR DR  
RALEIGH, NC 27607**

**DARE COUNTY  
370 AIRPORT ROAD  
MANTEO, NC 27954**

DocuSigned by:

*Michael A. Sprayberry*

**Michael A. Sprayberry, Director  
North Carolina Emergency Management**

**APPROVED AS TO PROCEDURES**

DocuSigned by:

*William Polk*

**William Polk, Assistant General Counsel  
Reviewed for the Department of Public  
Safety, by William Polk, DPS Assistant  
General Counsel, to fulfill the purposes of the  
North Carolina Tier II Grant Program**

DocuSigned by:

*Robert Outten*

736D5620845F461...

DocuSigned by:

*James L. Cherokee*

**James L. Cherokee, Controller  
North Carolina Department of Public Safety**

DocuSigned by:

*Erik A. Hooks*

**Erik A. Hooks, Secretary  
North Carolina Department of Public Safety**

**THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2018 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE TIER II GRANT.**

# **Attachment 1**



# North Carolina Department of Public Safety

## Emergency Management

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

### Tier II Grants: Allowable Expenditures

The Tier II grants that awarded may provide Local Emergency Planning Committees funding and more options to expand the scope of their hazardous materials emergency preparedness programs through response planning, training and related exercises to include fixed facility planning.

All active LEPCs were each awarded competitive and/or noncompetitive grant funds from the hazardous materials facility fees collected during the Tier II reporting period. The grants are to be used for hazardous materials emergency response planning, training and related exercises, with some conditions and limitations.

The funds awarded under this grant must only be used by your county LEPC or regional LEPC and must fall under one or more of the following categories:

1. Supporting costs incurred facilitating LEPC meetings;
  - o E.g. printing, general office supplies, food and non-alcoholic beverages
2. Supporting regional LEPC meetings and collaboration;
3. Enhancing LEPC outreach efforts or produce promotional materials;
4. Hosting or supporting local and regional LEPC conferences;
5. Creating or updating hazardous material emergency response plans;
6. Supporting local or regional hazardous materials response exercises;
7. Supporting purchases of equipment necessary to support the LEPC and its mission;
8. Supporting hazardous material risk assessments currently being conducted by North Carolina Emergency Management.
9. Subscription- HazMat Related website.(ex: MSDS online, Chemtrac)\*\*

\*\*For approved list of eligible subscriptions contact EPCRA coordinator prior to purchase of subscription. NCEPCRA@ncdps.gov

Tier II grants may not be used for salaries or benefits for any employee; drone aircraft or unmanned aerial vehicles; items intended as gifts; or support for programs not focused on hazardous materials preparedness.

### **All equipment purchases must have prior approval.**

LEPCs have until December 31 to spend these funds. All requests for reimbursement must include a cost report, Invoices, and proof of payment. This must be completed and submitted to NCEM no later than January 31. LEPCs with questions about the Tier II grant should contact Callion Maddox 919-825-2332.

**MAILING ADDRESS:**  
4236 Mail Service Center  
Raleigh NC 27699-4236  
[www.ncdps.gov](http://www.ncdps.gov)  
[www.readync.org](http://www.readync.org)



**OFFICE LOCATION:**  
1636 Gold Star Drive  
Raleigh, NC 27607-3371  
Telephone: (919) 825-2500  
Fax: (919) 825-2685

*An Equal Opportunity Employer*



# North Carolina Department of Public Safety

## Emergency Management

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

### NORTH CAROLINA TIER II GRANT

**Fiscal Year 2018**  
**Grant #: TIER II-2018**

#### SUB AWARD NOTIFICATION

Drew Pearson  
Dare County  
370 Airport Road  
Manteo, NC, NC 27954

**Period of Performance:** January 1, 2018 to December 31, 2018  
**Project Title(s):** TTX - Fuel and Propane Truck Bridge Collision  
**Total Amount of Award:** \$8,600.00  
**MOA#:** 1856

North Carolina Emergency Management is pleased to inform you that the Fiscal Year (FY) 2018 Tier II Competitive Grant project(s) has been approved for funding. In accordance with the provisions of FY 2018 Tier II grant award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. North Carolina Emergency Management grant number is TIER II-2018-1856.

**Payment of Funds:** The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e. invoices, contracts, itemized expenses).

**Conditions:** These funds are to be used by your county's Local Emergency Planning Committee (LEPC) for hazardous materials emergency response planning, training, and related exercises. The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of North Carolina General Statute §143C-6-23, 09 NCAC 03M and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to a maximum 30-month period. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

**Supplanting:** The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for LEPC activities. In compliance with that mandate, the sub-recipient will certify that the receipt of grant funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for LEPC activities.

**Callion L. Maddox**  
**Homeland Security Grants Branch Manager**

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



**MAILING ADDRESS**  
4236 Mail Service Center  
Raleigh NC 27699-4236  
www.readync.org  
www.ncdps.gov

**OFFICE LOCATION**  
1636 Gold Star Drive  
Raleigh, NC 27607-3371  
Telephone: (919) 825-2500  
Fax: (919) 825-2685





# North Carolina Department of Public Safety

## Emergency Management

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

### NORTH CAROLINA TIER II GRANT

**Fiscal Year 2018**

**Grant Award #: TIER II-2018 COMPETITIVE**

### MEMORANDUM OF AGREEMENT (MOA)

#### Between

**Recipient:**

State of North Carolina  
Department of Public Safety  
Emergency Management

**Sub-Recipient:**

Dare County  
**Tax ID/EIN #:** 56-6000292-A  
**DUNS#:** 082358631

**MOA #T2-2018-1856**

**DPS Fund Code:** 1506-8064

**MOA Amount:** \$8,600.00

**MOA Period of Performance:** 1/1/2018 to 12/31/2018

1. **PURPOSE:** This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises. Please see Attachment 1 for a detailed scope of work.
2. **AUTHORITY:** In accordance with the provisions of N.C.G.S. §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.
3. **COMPENSATION:** The Recipient agrees that it will pay the Sub-recipient complete and total compensation for the services to be rendered by the Sub-recipient. Payment to the Sub-recipient for expenditures under this Agreement will be reimbursed after the Sub-recipient's cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses. These documents must be submitted no later than January 31, 2019. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget.
4. **CONDITIONS:** The funds awarded under this grant must only be used by your county's or region's LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in N.C.G.S. § 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:

- A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
  - B. Support regional LEPC meetings and collaboration
  - C. Enhance LEPC outreach efforts or produce promotional materials
  - D. Host or support local and regional LEPC conferences
  - E. Create or update hazardous material emergency response plans
  - F. Support local or regional hazardous materials response exercises
  - G. Support purchases of equipment necessary to support the LEPC and its mission
    - Purchases of equipment must be pre-approved in writing by the NCEM EPCRA Coordinator
  - H. Support hazardous material risk assessments currently being conducted by North Carolina Emergency Management
  - I. Under no circumstances are the following items eligible for funding under this grant:
    - Salaries or benefits for any employee
    - Drone aircraft or unmanned aerial vehicles
    - Support for programs not focused on hazardous materials preparedness
5. **REGULATION:** The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this payment, the Sub-recipient agrees to use these funds in a manner consistent with state laws and regulations.
6. **TAXES:** Recipient shall be responsible for all taxes.
7. **WARRANTY:** As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
8. **POINTS OF CONTACT:** To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the Planning & Homeland Security Grants Management staff, and NCEM Branch Staff. The Sub-recipient point of contact shall be the person designated by the Sub-recipient.

9. **PUBLIC RECORD ACCESS:** This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
10. **SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.
11. **ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
12. **OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
13. **COMPLIANCE:** Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.
14. **ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
15. **MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.
16. **TERMINATION:** The terms of this agreement, as modified with the consent of all parties, will remain in effect until December 31, 2018. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Technological Hazards Branch and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable NCEM EPCRA Grant Adjustment Notice.
17. **EXECUTION AND EFFECTIVE DATE:** This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2018. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.
18. **CERTIFICATION OF ELIGIBILITY--Under the Iran Divestment Act**  
Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.\* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
2. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
3. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please direct questions to (919) 814-3852.

**IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2018.**

**N.C. DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF EMERGENCY MANAGEMENT  
1636 GOLD STAR DR  
RALEIGH, NC 27607**

**DARE COUNTY  
370 AIRPORT ROAD  
MANTEO, NC 27954**

DocuSigned by:

*Michael A. Sprayberry*

**Michael A. Sprayberry, Director  
North Carolina Emergency Management**

DocuSigned by:

*Bobby Outten*

736D5620845F461...

**APPROVED AS TO PROCEDURES**

DocuSigned by:

*William Polk*

**William Polk, Assistant General Counsel  
Reviewed for the Department of Public  
Safety, by William Polk, DPS Assistant  
General Counsel, to fulfill the purposes of the  
North Carolina Tier II Grant Program**

DocuSigned by:

*Sally Defosse*

BD978215556E443...

DocuSigned by:

*James Cherokee*

**James J. Cherokee, Controller  
North Carolina Department of Public Safety**

DocuSigned by:

*Erik A. Hooks*

**Erik A. Hooks, Secretary  
North Carolina Department of Public Safety**

**THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2018 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE TIER II GRANT.**

# **Attachment 1**

# 2018 Tier II Competitive Grant Guidance and Application

## North Carolina Emergency Management Technological Hazards Branch

### General Information

State of North Carolina 2018 Tier II Competitive Grant funds will be passed through to Local Emergency Planning Committees (LEPCs) and Tribes within North Carolina on a competitive basis utilizing this application.

For the state Tier II Competitive Grant program, NCEM will award a maximum amount of \$10,000 for each project. Our goal is to fund at least two projects in each NCEM Branch.

To be considered for an award under either program, a single application per LEPC project must be received by Area Coordinators/Branch Managers no later than January 30, 2018.

The NC Competitive Tier II grant is managed by NCEM with funds derived from Tier II reporting facilities, and must be used for hazardous materials response planning, training, and related exercises. It has no requirement to be transportation related as other hazardous materials grant opportunities.

This year priority will be given to (in order):

- Joint/regional hazardous materials preparedness activities.
- Exercise of hazardous materials plans.
- Development of emergency response plans with a clearly identifiable hazardous materials focus or the development or update of the hazardous materials annex to the County/Tribal Plan.

### Tier II Universal

Does your LEPC request the Tier II Universal funding of \$1000.00 per county compromising your LEPC?

Our LEPC *requests* the universal grant funding.

Our LEPC *declines* the universal grant funding.

### Tier II Competitive

All Active LEPCs can apply for the competitive grant with or without accepting the universal grant.

### Period of Performance (Anticipated)

Feb 1, 2018 through January 30, 2019.

## **Eligible Projects and Activities**

The following activities are eligible as projects for consideration. The intent of this process is to allow grant funds to be used by LEPCs for a variety of identified planning needs.

- Conduct Joint/regional hazardous materials preparedness activities that mutually benefit all parties.
- Conduct exercises based on response plans.
- Develop initial LEPC/Tribal Emergency Response Plan, or Hazardous Materials Annex to County/Tribal Plan.
- Revision of the LEPC/Tribal Emergency Response Plan, or Hazardous Materials Annex to County/Tribal Plan.
- Develop or expand Regional Response Team planning.
- Conduct or revise Hazard Identification and Vulnerability Analysis (HIVA).

## **Grant Award Criteria**

Applicants must ensure their hazardous materials response plan is consistent with the provisions of the Emergency Planning and Community Right-To-Know Act (EPCRA), also known as the Superfund Amendment Reauthorization Act (SARA) Title III, and have a functional and active LEPC or Tribal hazardous material response program. Proposed projects will be competitively evaluated according to the following selection criteria:

- How effective will the project be in improving hazardous materials capabilities?
- How cost effective is the proposed project?
- Does it contribute to other jurisdictions planning and regional response efforts?

Applicants must have an active registration in the federal System for Award Management (SAM).

## **Budgetary Criteria**

The following budgetary rules apply to all applications.

Allowable expenses for activities:

- Hiring contractors or consultants to perform work eligible under the grant.
- Equipment rental.
- Per Diem and travel expenses.
- Supplies and training materials.
- Mail and postage costs.
- Printing and reproduction costs.

Non-allowable expenses:

- No funds may be used to replace or supplant local government funding of existing planning or exercise programs.
- Salary (including overtime) of any employees who backfill positions.



## **Application Review**

Proposed project applications will be subjected to a competitive review process. If necessary, a review panel will meet before January 30, 2018 to evaluate all applications. The review panel may consist of the Branch Managers and/or members of the North Carolina State Emergency Response Commission Hazardous Materials Committee. An effort will be made to achieve the broadest possible geographic distribution of these awards. Applicant performance on other NCEM grants will be considered when evaluating the applications.

## **Monitoring and Follow-Up Requirements**

LEPCs receiving grant funds must enter into a Memorandum of Agreement with North Carolina Emergency Management. Additionally, they must provide a semi-annual summary (progress report), not later than Aug 1, 2018, to the Technological Hazards Branch to ensure that the project deliverables are being met, and that each grant contract is operating within budget. All changes to the statement of work must be approved in writing prior to conducting activities.

Activities must be completed by January 30, 2019 and final documentation is required by February 15, 2019 and includes the following:

- If training/exercise is conducted, a complete roster and After Action Report (AAR) detailing the outcome and benefit is required.
- If seminar or conference, an agenda, attendance roster, and copies of presentations are required.
- If an emergency response plan, hazardous materials response plan, or hazardous materials annex was updated, a copy of the updated plan is required.
- Cost Report should be completed and sent along with detailed invoices and proof of payment.

Note: Funds will not be reimbursed until all deliverables are received or prior to funding released by DPS fiscal June 2018.

## **Application Process**

1. Complete the attached 2018 Tier II Competitive Grant Project Application.
2. Submit a separate set of applications for each proposed project (if necessary).
3. If submitting a joint/regional application, establish priorities and clearly show how each jurisdiction will benefit.
4. If multiple projects are requested, establish and define a priority list.
5. Submit project proposal electronically via e-mail attachment to appropriate NCEM Area Coordinator who will give their recommendation for approval or disapproval. The Area Coordinator will forward (tentatively approved applications) to the Branch Manager who will review the application and forward to the Tier II Competitive Project review committee for final approval.
6. If there are any questions regarding this process, please contact an EPCRA Coordinator at 919-436-2746 or email [epcra@ncdps.gov](mailto:epcra@ncdps.gov).



# 2018 TIER II COMPETITIVE GRANT PROJECT APPLICATION

## Instructions

Please provide the information requested below. All fields are mandatory. Limit your response to the space allocated whenever possible. If this is not possible, please indicate on the form when additional pages are attached. Clear, complete, and concise information is required for the panel to make fair and equitable decisions.

## Applicant Information

Organization:	Dare County Emergency Management
Mailing Address: Street, City, State, Zip +4	954 Marshall C. Collins Dr Box 1000 Manteo NC 27954
Physical Address: Street, City, State, Zip +4	370 Airport Road Manteo, NC 27954
DUNS Number:	188000723
Tax ID Number:	56-60000292

Host County:	Dare
Local Emergency Planning Committee (LEPC):	Outer Banks Regional LEPC
Is your organization registered in SAM:	Yes

Point of Contact:	Drew Pearson
Title:	Emergency Management Director
Email:	drew.pearson@darenc.com
Phone Number:	252-475-5897
Fax:	

**Memorandum of Agreement (MOA/MOU) Information**

Please list all names and titles that should appear on the signature page of the MOA/MOU should your organization receive an award. Only one signatory is required; multiple spaces have been provided for entities with policies requiring multiple people to sign. If more space is needed, please add rows identical to the ones below and notify NCEM. Names will appear in order entered below.

**NCEM grant MOAs are currently being disseminated and signed electronically via DocuSign.**

Name:	Bobby Outten
Title:	County Manager/Attorney
Email:	outten@darenc.com

Name:	Sally Defosse
Title:	Deputy Finance Director
Email:	sallyd@darenc.com

Name:	
Title:	
Email:	

**Project Overview:**

Project Title:	TTX – Fuel & Propane Truck Bridge Collision
Is your proposed activity joint or regional in nature?	Yes
If you answered yes above, please explain, otherwise put N/A:	TTX will be in support of a regional LEPC, benefiting two counties (Dare and Currituck).
Would you like to request the State Hazardous Materials Regional Response Team (RRT) participate in your Tier II grant activity?	Yes
If you answered yes above, please describe desired RRT involvement (technical assistance, exercise participation, pre-planning, etc.), otherwise put N/A:	Exercise Participation

Note: Requests for regional response team participation will be reviewed and granted as funding allows. Regional Response Team participation will be funded by Tier II fee revenue and do not need to be accounted for in your project budget below.

**Project Statement of Work**

Please provide a detailed description of your proposed project.

- Breakdown activities into clear actions.
- Identify personnel providing services if applicable.
- Identify measurable, tangible deliverables/results.

Statement of Work
<p>The “TTX – Fuel &amp; Propane Truck Bridge Collision” will be used to bring regional first responders and key agency representative together for a scenario driven table top exercise. The scenario will be set on a summer Saturday morning and will involve a collision between a tank truck carrying a full load of gasoline and a fully loaded propane delivery vehicle as they cross a bridge.</p> <p>During the summer months the transportation system (roads and waterways) in Currituck and Dare County is operating at full capacity. On summer weekends, the system is supersaturated while tourists arrive and depart. Any significant transportation incident has impacts across the region. These impacts can cripple response time for law enforcement, fire and EMS agencies.</p> <p>This scenario based exercise will be designed to provide a catastrophic event that if not handled effectively, could lead to the long-term closure of a major bridge that is critical to both jurisdictions. The scenario will also provide opportunities for response agencies to review plans and contingencies to address a hazardous material release and response with a potential mass casualty event. In addition the TTX will challenge participating agencies like NCDOT to consider actions needed to manage the loss of a major bridge for an extended timeframe.</p> <p>A contractor will be hired to: complete exercise design and development, conduct and evaluate the exercise and provide an After Action Report that includes an improvement plan. This effort will be completed using the Homeland Security Exercise and Evaluation Program’s (HSEEP) guiding principles.</p>

**Project Timeline**

Include critical dates and measurable activities for task completion. Projects must be completed in time to submit all paperwork by February 15, 2019.

Date	Milestone
TDB	Grant award
15 days post award	Contractor Hired
45 days post award	Exercise design and development complete
60 days post award	Conduct and evaluate the exercise.
75 days post award	After Action Report with improvement plan delivered
NLT 2/1/19	Final cost report and paperwork submitted

**Project Budget**

Please provide your projected costs.

Item Description	Cost
Contractor services to develop and deliver "TTX – Fuel & Propane Truck Bridge Collision" outlined in the SOW	\$8600
Total Projected Cost:	\$8600

Final signed cost report should be submitted with, or prior to, final performance deliverables. The requested reimbursement amount on the final cost report should not exceed the total amount of the grant reward.

**Application Submission**

Please type your name and today’s date below as signature to certify the following:

- This application is complete and accurate to the best of your knowledge.
- This project, if awarded, will adhere to the approved Statement of Work and any changes made to this project after submission must be approved in writing by the Technological Hazards Branch of North Carolina Emergency Management.
- This application will be submitted by email to your county’s NCEM Area Coordinator on or before January 30, 2018.

Name:	Drew Pearson
Date:	1/9/18

If you have any questions please do not hesitate to reach out to us at 919-436-2746 or [epcra@ncdps.gov](mailto:epcra@ncdps.gov).



# North Carolina Department of Public Safety

## Emergency Management

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

### Homeland Security Grant Program (HSGP)

CFDA #: 97.067

Fiscal Year 2018

Grant #: EMW-2018-SS-00053

### SUB AWARD NOTIFICATION

Drew Person  
Dare County  
370 Airport Road  
Manteo, NC 27954

**Period of Performance:** September 1, 2018 to February 28, 2021

**Project Title(s):** Hurricane Exercise

**Total Amount of Award:** \$8,500.00

**MOA#:** 1804-15

North Carolina Emergency Management is pleased to inform you that the federal Fiscal Year (FY) 2018 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2018 HSGP award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. The CFDA number is 97.067 and North Carolina Emergency Management federal grant number is EMW-2018-SS-00053.

**Payment of Funds:** The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

**Conditions:** The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

**Supplanting:** The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

**Callion L. Maddox**  
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



**MAILING ADDRESS**  
4236 Mail Service Center  
Raleigh NC 27699-4236  
www.readync.org  
www.ncdps.gov

**OFFICE LOCATION**  
1636 Gold Star Drive  
Raleigh, NC 27607-3371  
Telephone: (919) 825-2500  
Fax: (919) 825-2685



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

**Homeland Security Grant Program  
(HSGP)**

**CFDA #: 97.067**

**Fiscal Year 2018**

**Grant Award #: EMW-2018-SS-00053**

**MEMORANDUM OF AGREEMENT (MOA)**

**Between**

**Recipient:**

State of North Carolina  
Department of Public Safety  
Division of Emergency Management

**Sub-recipient:**

Dare County  
**Tax ID/EIN #: 56-6000293-A**  
**DUNS #: 082358631**

**MOA #: 1804-15**

**MOA Period of Performance:**

September 1, 2018 to February 28, 2021

**DPS Fund Code: 1502-7A38-3H18**

**MOA Amount:**

Federal:	\$	8,500.00
State:	\$	0.00
Local:	\$	0.00
Total:	\$	8,500.00

**1. Purpose**

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at [www.fema.gov](http://www.fema.gov). This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Sub-recipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

**2. Program Authorization and Regulations**

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2018 (Pub. L. No. 115-141); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2018 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at [www.fema.gov](http://www.fema.gov) (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at [www.fema.gov](http://www.fema.gov); and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this award, the Sub-recipient agrees to use these funds in a manner consistent with state laws and regulations.

**3. Projects managed by the Recipient (State) on behalf of Sub-recipient (Only)**

By checking this Box I request that the Recipient retain funds effective September 1, 2018. Sub-recipient has agreed to receive grant funds from Recipient. Sub-recipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$8,500.00 awarded through the FY 2018 HSGP. Sub-recipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, make Equipment Purchases, and conduct



Training and Exercise activities to improve prevention, protection, preparedness, response, and recovery capabilities. See Attachment 1 for detailed Scope of Work.

#### 4. Compensation

Recipient agrees that it will pay the Sub-recipient complete and total compensation for the services to be rendered by the Sub-recipient. Payment to the Sub-recipient for expenditures under this Agreement will be reimbursed after the Sub-recipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Sub-recipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

#### 5. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Homeland Security Response" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

##### A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- ii. Complete any procurement(s) and expenditures no later than February 28, 2021.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup> and October 15<sup>th</sup>.
- iv. Submit request for reimbursement with all required documentation attached.

##### B. File Retention:

Sub-recipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

Sub-recipient must include appropriate documentation in the file, including but not limited to the following:

- i. Resolution/ordinance establishing Sub-recipient a State, Local, or Non-Profit
- ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
- iv. Audit findings and corrective action plans
- v. Equipment inventory records with photo documentation of labeling

##### C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

#### 6. Conditions

The Sub-recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2018 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Sub-recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-recipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

## **7. Supplantation**

Sub-recipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Sub-recipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

## **8. Compliance**

Sub-recipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2018 HSGP NOFO announcement. Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

## **9. Responsibilities**

Recipient:

- A. The Recipient shall provide funding to the Sub-recipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The Federal award date is September 1, 2018. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2021.
- D. The recipient shall directly monitor the completion of this project.

Sub-recipient:

- A. The Sub-recipient shall expend FY 2018 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The Sub-recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Sub-recipient must follow procurement procedures and policies as outlined in the applicable DHS and HSGP NOFO announcement and the DHS Financial Management Guide. Sub-recipient shall comply with all applicable laws, regulations and program guidance. Sub-recipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20

U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch Grants Manager. Recipient will reimburse Sub-recipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Sub-recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Sub-recipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Sub-recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.
- E. Complete the procurement(s) process not later than February 28, 2021.
- F. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th , April 15th, July 15th and October 15<sup>th</sup>. (Attachment 2)
- G. Maintain a grant management filing system as required in this MOA.
- H. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- I. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2018 HSGP NOFO announcement and Grant Award and Special Conditions documents.
- J. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-recipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub-recipients have not been suspended or debarred from doing business with the Federal government”.
- K. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- L. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- M. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.
- N. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-recipient and shall not be reimbursed under this MOA.
- O. Sub-recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- P. Maintain an effective property management system that complies with the following requirements:
  - i. Recipient and Sub-recipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Sub-recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under

this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Sub-recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

- ii. Sub-recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
  - iii. Sub-recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
  - iv. Disposition Procedures. Sub-recipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Sub-recipient must provide documentation that includes the method used to determine current fair market value.
  - v. Only authorized equipment listed in the Authorized Equipment List (AEL), with appropriate grant listed are eligible for purchases from this grant. For more guidance visit [www.fema.gov](http://www.fema.gov).
- Q. No indirect or administrative costs will be charged to this allocation award.
- R. Sub-recipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- S. Sub-recipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: [www.dnb.com](http://www.dnb.com) or <http://fedgov.dnb.com/webform>.
- T. Each sub-recipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- U. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-recipient, and shall not be reimbursed under this MOA.

## 10. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to:

- the FY 2018 HSGP NOFO announcement, available at: [www.fema.gov](http://www.fema.gov); 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230;
- Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and;
- the DHS Financial Management Guide available at [www.dhs.gov](http://www.dhs.gov).

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

## 11. Taxes

Sub-recipient shall be considered to be an independent sub-recipient and as such shall be responsible for all taxes.

## **12. Warranty**

As an independent sub-recipient, the Sub-recipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

## **13. Audit Requirements**

For all DHS grant programs, Sub-recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

## **14. State Property**

Sub-recipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Sub-recipient unless noted in section 8 of the MOA.

## **15. Points of Contact**

To provide consistent and effective communication between Sub-recipient and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Sub-recipient point of contact shall be the HSGP Program Manager or the person designated by the Sub-recipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

## **16. Public Records Access**

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

## **17. Subcontracting**

If Sub-recipient subcontracts any or all purchases or services required under this Agreement, then Sub-recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-recipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-recipient

subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Sub-recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Sub-recipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

#### **18. Situs**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

#### **19. Antitrust Laws**

This Agreement is entered into in compliance with all State and Federal antitrust laws.

#### **20. Other Provisions/Severability**

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Sub-recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

#### **21. Compliance with the law**

Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2018 HSGP NOFO announcement.

#### **22. Entire Agreement**

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

#### **23. Modification**

This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-recipient.

#### **24. Certification of eligibility--Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.\* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> , and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

#### **25. Termination**

HSGP MOA 2018

7 of 13

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2021. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2018 HSGP NOFOA, incorporated by reference herein, the Sub-recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

## 26. Scope of Work

Sub-recipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

- A. Scope of Work Summary
  - i. Completed appropriate report forms with invoices and proof(s) of payment
  - ii. Audit findings and corrective action plans
  - iii. Equipment inventory records with photo documentation of labeling
- B. Semi-annual summary (progress report) no later than July 15th to the NCEM Grant Manager and/or NCEM Field Planner to ensure:
  - i. The project deliverables are being met.
  - ii. Each grant contract is operating within budget.
- C. Documentation to be provided throughout the Period of Performance of the grant:
  - i. Quarterly project progress reports
  - ii. Sub-recipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
  - iii. After action report from exercise
  - iv. Training course roster and description
  - v. Any other documentation that would be pertinent
  - vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

Receipts must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
  - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
  - Date the product or service was provided.
  - Itemized description of all products or services.
  - Unit price of products or services (if applicable).
  - Total amount charged.
- vii. Proof of payment of expenses associated with the project

## 27. Lobbying Prohibition

The Sub-recipient certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or Federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

## **28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. **Sanctions for Noncompliance:** In the event of the contractors noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
- i. Withholding of payments to the contractor under the contract until the contractor complies.
  - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The contractor shall include the provisions of every subcontract, including procumbent of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.

## **29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964**



Sub-recipient hereby agrees that as a condition to receiving any Federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-recipient receives Federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Sub-recipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, Sub-recipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, Sub-recipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

### **30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-recipient executed in expending these grant funds:

- A. The [Sub-recipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-recipient [licensee, lessee, permittee, etc.] shall maintain and operate such

facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.

- B. That in the event of breach of the above nondiscrimination covenants, Sub-recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-recipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-recipient:

- A. The [Sub-recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- B. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-recipient and its assigns.

\* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

### **31. Assurance of Compliance with Privacy Act**

The Sub-recipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Sub-recipient or any of its third-party contractors, subcontractors, sub-recipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or sub Recipient, that

it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

- D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the DHS.

### **32. Certification Regarding Drug-Free Workplace Requirements (Sub-recipients Other Than Individuals)**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub- Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
- i. The dangers of drug abuse in the workplace
  - ii. The Sub-recipient's policy of maintaining a drug-free workplace
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
- i. Abide by the terms of the statement.
  - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination.
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

### **33. Execution and Effective Date**

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2018. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

### **34. Term of this Agreement**

This agreement shall be in effect from September 1, 2018 to February 28, 2021.

**IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2018**

**NC DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF EMERGENCY MANAGEMENT  
1636 GOLD STAR DR  
RALEIGH, NC 27607**

**DARE COUNTY  
370 AIRPORT ROAD  
MANTEO, NC 27954**

DocuSigned by:  
**BY: Michael A. Sprayberry**  
**MICHAEL A. SPRAYBERRY, DIRECTOR**  
**NORTH CAROLINA EMERGENCY MANAGEMENT**

DocuSigned by:  
**BY: Bobby Outten**  
736D5620845F461...

**APPROVED AS TO PROCEDURES:**

DocuSigned by:  
**BY: James Cherokee**  
**JAMES J. CHEROKE, CONTROLLER**  
**DEPARTMENT OF PUBLIC SAFETY**

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

DocuSigned by:  
**BY: William Polk**  
**WILLIAM POLK, ASSISTANT GENERAL COUNSEL**  
**REVIEWED FOR THE DEPARTMENT OF**  
**PUBLIC SAFETY, BY WILLIAM POLK,**  
**DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE**  
**PURPOSES OF THE US DEPARTMENT OF**  
**HOMELAND SECURITY GRANT PROGRAMS**

DocuSigned by:  
**BY: Erik A. Hooks**  
**ERIK A. HOOKS, SECRETARY**  
**DEPARTMENT OF PUBLIC SAFETY**

**THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2018 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.**

# **Attachment 1**

[Home](#)

# Exercise Request

*Submitted By	Dare County <span style="float: right;">v</span>		
*Exercise Name	2018 Hurricane Exercise		
Location	370 Airport Road Manteo NC 27954		
Sponsoring Agency	Dare County Emergency Management		
Military Installation			
<b>For Official Use Only</b>			
MOA #			
Status	Approved <span style="float: right;">v</span>	Status Date	08/17/2018

<b>*Scenario (check all that apply)</b>			
<input type="checkbox"/> Chemical Release or Threat	<input checked="" type="checkbox"/> Search and Rescue		
<input type="checkbox"/> Nuclear Release or Threat	<input type="checkbox"/> Cyber		
<input checked="" type="checkbox"/> Natural Disaster	<input type="checkbox"/> Radiological Release or Threat		
<input type="checkbox"/> Explosive Detonation or Threat	<input type="checkbox"/> Agriculture		
<input type="checkbox"/> Active Shooter			
Other Scenario			
<b>*Type (check all that apply)</b>			
<input type="checkbox"/> Drill	<input type="checkbox"/> Full-Scale Exercise (FSE)	<input checked="" type="checkbox"/> Functional Exercise (FE)	<input type="checkbox"/> Game
<input type="checkbox"/> Planning Conference	<input type="checkbox"/> Seminar	<input type="checkbox"/> Tabletop Exercise (TTX)	<input type="checkbox"/> Workshop
<b>*Focus (check all that apply)</b>			
<input type="checkbox"/> Prevention	<input type="checkbox"/> Protection	<input type="checkbox"/> Mitigation	<input checked="" type="checkbox"/> Response
<input type="checkbox"/> Recovery			
Other Focus			
<b>*Scope (check all that apply)</b>			
<input type="checkbox"/> Local Only	<input type="checkbox"/> Regional (within State)	<input type="checkbox"/> Private/Corporation	<input type="checkbox"/> Multi-State
<input checked="" type="checkbox"/> VOAD (Red Cross, etc.)	<input checked="" type="checkbox"/> Local/State	<input type="checkbox"/> National Level Exercise	<input checked="" type="checkbox"/> Multi-Local
<input type="checkbox"/> Federal/State/Local			
Other Scope			

**Exercise Sponsor Point of Contact Information**

Organization	Dare County Emergency Management
County Manager	NC

County Tax ID	56-6000292-A		
Contact Name	DREW PEARSON		
Address	370 Airport Road		
City/State/Zip	Manteo	Phone	2524755897
Email	drew.pearson@darenc.com		

**\*Major Participating Agencies/Organizations**

<input checked="" type="checkbox"/> County EM	<input checked="" type="checkbox"/> County Fire	<input checked="" type="checkbox"/> County Health	<input checked="" type="checkbox"/> County Rescue Squad	<input checked="" type="checkbox"/> County SAR
<input checked="" type="checkbox"/> Local Law Enforcement	<input type="checkbox"/> State Agencies			
Other:				

<b>Schedule</b>	
Provide Final Proposal to NCEM	10/29/2018
Prepare Exercise Plan	03/25/2019
Mail Notice of Exercise	04/22/2019
Conduct Exercise between	05/20/2019
and	06/28/2019
Complete Action Report	07/17/2019

**Brief Exercise Overview:**

This will be a follow on exercise to our 2017 EOC Hurricane Activation Functional Exercise. The AAR from that exercise (attached) identified several areas for improvement. Those areas focused on improving situational awareness, reporting, incident action planning and internal information sharing.

To address these shortcoming Dare County has acquired a webEOC CORE license. webEOC use is being implemented to serve as the county's incident management tool. This exercise will be used to test the county wide use of webEOC to manage an incident driven by the impacts of a major tropical weather event. Scenario will have a hurricane impacting all of Dare County forcing evacuations followed by significant post storm SAR for stranded residents as well as multiple breeches of NC12 on Hatteras Island.

Targeting a two and a half day effort. Day one will have a session with elected officials/senior leaders to familiarize them with webEOC. The next two days would be EOC exercise play that focuses on pre-landfall actions followed by post-landfall response efforts to include hasty SAR. Participants will use webEOC thorough out the exercise to complete IAP development, situation reporting, resource ordering, damage assessment, SAR operations information management.

**\*Estimated Budget**

	<b>Description</b>	<b>Cost</b>
<b>1</b>	2.5 day HSEEP compliant Hurricane Functional Exercise provided by a contractor.	7500.00
<b>2</b>	Food for 50 participants.	1000.00
<b>3</b>		
<b>4</b>		
<b>TOTAL</b>		<b>\$8,500.00</b>
Add Row		

**Attached Documents**



Document	<input type="text"/>		<input type="button" value="Browse..."/>
Description	<input type="text"/>		<input type="button" value="Attach"/>
<b>Select</b>	<b>Description</b>	<b>Document</b>	
<input type="checkbox"/>	2017 EOC Activation AAR	<a href="#">AAR 2017 EXERCISE.pdf</a>	
<input type="checkbox"/>	TERMS Addendum	<a href="#">TERMs Additional Information Worksheet.pdf</a>	
Delete Selected Items			

**Additional Notes**

<p>None                  Training IS NOT ELIGIBLE for this Grant. Please conduct a Seminar for Day 1 of 3.per Chris Call</p>
--



**Exercise Grant Core Capabilities / Gap identification / MOA Signatory**



County: <b>Dare</b>	MOA #:
Exercise Name: <b>2018 Hurricane Exercise</b>	

*Note: Select All that Apply*

Prevention	Response
<input checked="" type="checkbox"/> Planning <input type="checkbox"/> Public Information and Warning <input type="checkbox"/> Operational Coordination <input type="checkbox"/> Intelligence and Information Sharing <input type="checkbox"/> Interdiction and Disruption <input type="checkbox"/> Screening, Search, and Detection <input type="checkbox"/> Forensics and Attribution	<input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Public Information and Warning <input checked="" type="checkbox"/> Operational Coordination <input checked="" type="checkbox"/> Infrastructure Systems <input checked="" type="checkbox"/> Critical Transportation <input checked="" type="checkbox"/> Environmental Response/Health and Safety <input type="checkbox"/> Fatality Management Services <input type="checkbox"/> Fire Management and Suppression <input type="checkbox"/> Logistics and Supply Chain Management
Mitigation	Protection
<input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Public Information and Warning <input checked="" type="checkbox"/> Operational Coordination <input type="checkbox"/> Community Resilience <input type="checkbox"/> Long-term Vulnerability Reduction <input type="checkbox"/> Risk and Disaster Resilience Assessment <input type="checkbox"/> Threats and Hazard Identification	<input checked="" type="checkbox"/> Mass Care Services <input checked="" type="checkbox"/> Mass Search and Rescue Operations <input checked="" type="checkbox"/> On-scene Security and Protection <input checked="" type="checkbox"/> Operational Communications <input checked="" type="checkbox"/> Public Health, Healthcare, and Emergency Medical Services <input checked="" type="checkbox"/> Situational Assessment
Recovery	Protection
<input type="checkbox"/> Planning <input type="checkbox"/> Public Information and Warning <input type="checkbox"/> Operational Coordination <input type="checkbox"/> Infrastructure Systems <input type="checkbox"/> Health and Social Services <input type="checkbox"/> Economic Recovery <input type="checkbox"/> Housing <input type="checkbox"/> Natural and Cultural Resources	<input type="checkbox"/> Planning <input type="checkbox"/> Public Information and Warning <input type="checkbox"/> Operational Coordination <input type="checkbox"/> Intelligence and Information Sharing <input type="checkbox"/> Interdiction and Disruption <input type="checkbox"/> Screening, Search, and Detection <input type="checkbox"/> Access Control and Identity Verification <input type="checkbox"/> Cybersecurity <input type="checkbox"/> Physical Protective Measures <input type="checkbox"/> Risk Management for Protection Programs and Activities <input type="checkbox"/> Supply Chain Integrity and Security

Capability gap(s) as determined and identified from previous exercises, gap analysis' or THIRA

**EOC/Incident Situational Awareness as outlined in Improvement Plan in attached AAR.**

Memorandum of Agreement (MOA) signatory (Full Name, Title, Contact Information and Email address)

**Bobby Outten, County Manager/Attorney PO Box 1000 954 Marshall C Collins Drive Manteo NC outten@darenc.com**

For questions or concerns please contact NCEM at 919-825-2257 or ExerciseGrant@ncdps.gov

## **Attachment 2**



## **Attachment 3**

**Attachment 3 - EXAMPLE****Grant-Funded Typed Resource Report****Tool Instructions:**

- Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
- Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
- Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
- Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
- Enter the cost of the equipment or training.
- Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at [www.fema.gov/media-library/assets/documents/28973?id=6432](http://www.fema.gov/media-library/assets/documents/28973?id=6432)

SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina County		2013-SS-00033-S01-13xx		Generators & Generator Switches							
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	53	2	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.



## **Attachment 4**



## The Department of Homeland Security Standard Terms and Conditions 2018

The FY 2018 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2018. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

### **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

### **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* (<https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>) within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission, recipients are only required to submit updates. Recipients should submit the completed tool, including supporting materials to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS.

The United States has the right to seek judicial enforcement of these obligations.

#### **Acknowledgment of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

## The Department of Homeland Security Standard Terms and Conditions 2018

### **Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101–12213](#)).

### **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

### **Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

### **Civil Rights Act of 1968**

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

### **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

### **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

### **Drug-Free Workplace Regulations**

You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 CFR part 3001](#), which adopts the Government-wide implementation ([2 CFR part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; [41 U.S.C. 8101](#)).

## The Department of Homeland Security Standard Terms and Conditions 2018

### Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

### Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).

### Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act ([42 U.S.C. § 6201](#)) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

### False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act ([31 U.S.C. § 3729-3733](#)) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)

### Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

### Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

### Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

### Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, ([15 U.S.C. § 2225a](#)), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, ([15 U.S.C. § 2225](#)).

### Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance->

## The Department of Homeland Security Standard Terms and Conditions 2018

[published-help-department-supported-organizations-provide-meaningful-access-people-limited](#) and additional resources on <http://www.lep.gov>.

### **Lobbying Prohibitions**

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

### **National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

### **Non-supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

### **Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

### **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

### **Procurement of Recovered Materials**

Recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the [Rehabilitation Act of 1973](#), ([29 U.S.C. § 794](#)), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## The Department of Homeland Security Standard Terms and Conditions 2018

### **Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

### **Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

### **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

### **Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by [22 U.S.C. § 7104](#). The award term is located at [2 C.F.R. § 175.15](#), the full text of which is incorporated here by reference.

### **Universal Identifier and System of Award Management (SAM)**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

### **USA Patriot Act of 2001**

Recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

### **Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

## Attachment 5

### **Required Sub-Recipient File Documentation**

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- Completed appropriate cost report forms with invoices and proof(s) of payment
- Audit Findings and Corrective Action Plans
- Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- Backup documentation, such as bids and quotes.
- Cost/price analyses on file for review by Federal personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.



# North Carolina Department of Public Safety

## Emergency Management

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

### Homeland Security Grant Program (HSGP)

CFDA #: 97.067

Fiscal Year 2018

Grant #: EMW-2018-SS-00053

### SUB AWARD NOTIFICATION

Drew Pearson  
Dare County  
370 Airport Road  
Manteo, NC 27954

**Period of Performance:** September 1, 2018 to February 28, 2021

**Project Title(s):** Multi-Event Response Trailer

**Total Amount of Award:** \$27,500.00

**MOA#:** 1813

North Carolina Emergency Management is pleased to inform you that the federal Fiscal Year (FY) 2018 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2018 HSGP award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. The CFDA number is 97.067 and North Carolina Emergency Management federal grant number is EMW-2018-SS-00053.

**Payment of Funds:** The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

**Conditions:** The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

**Supplanting:** The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

**Callion L. Maddox**  
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



**MAILING ADDRESS**  
4236 Mail Service Center  
Raleigh NC 27699-4236  
www.readync.org  
www.ncdps.gov

**OFFICE LOCATION**  
1636 Gold Star Drive  
Raleigh, NC 27607-3371  
Telephone: (919) 825-2500  
Fax: (919) 825-2685





North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

**Homeland Security Grant Program  
(HSGP)**

**CFDA #: 97.067**

**Fiscal Year 2018**

**Grant Award #: EMW-2018-SS-00053**

**MEMORANDUM OF AGREEMENT (MOA)**

**Between**

**Recipient:**

State of North Carolina  
Department of Public Safety  
Division of Emergency Management

**Sub-recipient:**

Dare County  
**Tax ID/EIN #: 56-6000293-A**  
**DUNS #: 082358631**

**MOA #: 1813**

**MOA Period of Performance:**

September 1, 2018 to February 28, 2021

**DPS Fund Code: 1502-7A38-3H18**

**MOA Amount:**

Federal:	\$	27,500.00
State:	\$	0.00
Local:	\$	0.00
Total:	\$	27,500.00

**1. Purpose**

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at [www.fema.gov](http://www.fema.gov). This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Sub-recipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

**2. Program Authorization and Regulations**

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2018 (Pub. L. No. 115-141); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2018 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at [www.fema.gov](http://www.fema.gov) (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at [www.fema.gov](http://www.fema.gov); and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this award, the Sub-recipient agrees to use these funds in a manner consistent with state laws and regulations.

**3. Projects managed by the Recipient (State) on behalf of Sub-recipient (Only)**

By checking this Box I request that the Recipient retain funds effective September 1, 2018. Sub-recipient has agreed to receive grant funds from Recipient. Sub-recipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$27,500.00 awarded through the FY 2018 HSGP. Sub-recipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, make Equipment Purchases, and conduct

Training and Exercise activities to improve prevention, protection, preparedness, response, and recovery capabilities. See Attachment 1 for detailed Scope of Work.

#### 4. Compensation

Recipient agrees that it will pay the Sub-recipient complete and total compensation for the services to be rendered by the Sub-recipient. Payment to the Sub-recipient for expenditures under this Agreement will be reimbursed after the Sub-recipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Sub-recipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

#### 5. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Homeland Security Response" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

##### A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- ii. Complete any procurement(s) and expenditures no later than February 28, 2021.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup> and October 15<sup>th</sup>.
- iv. Submit request for reimbursement with all required documentation attached.

##### B. File Retention:

Sub-recipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

Sub-recipient must include appropriate documentation in the file, including but not limited to the following:

- i. Resolution/ordinance establishing Sub-recipient a State, Local, or Non-Profit
- ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
- iv. Audit findings and corrective action plans
- v. Equipment inventory records with photo documentation of labeling

##### C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

#### 6. Conditions

The Sub-recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2018 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Sub-recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-recipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

## **7. Supplantation**

Sub-recipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Sub-recipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

## **8. Compliance**

Sub-recipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2018 HSGP NOFO announcement. Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

## **9. Responsibilities**

Recipient:

- A. The Recipient shall provide funding to the Sub-recipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The Federal award date is September 1, 2018. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2021.
- D. The recipient shall directly monitor the completion of this project.

Sub-recipient:

- A. The Sub-recipient shall expend FY 2018 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The Sub-recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Sub-recipient must follow procurement procedures and policies as outlined in the applicable DHS and HSGP NOFO announcement and the DHS Financial Management Guide. Sub-recipient shall comply with all applicable laws, regulations and program guidance. Sub-recipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20

U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch Grants Manager. Recipient will reimburse Sub-recipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Sub-recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Sub-recipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Sub-recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.
- E. Complete the procurement(s) process not later than February 28, 2021.
- F. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th , April 15th, July 15th and October 15<sup>th</sup>. (Attachment 2)
- G. Maintain a grant management filing system as required in this MOA.
- H. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- I. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2018 HSGP NOFO announcement and Grant Award and Special Conditions documents.
- J. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-recipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub-recipients have not been suspended or debarred from doing business with the Federal government”.
- K. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- L. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- M. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.
- N. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-recipient and shall not be reimbursed under this MOA.
- O. Sub-recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- P. Maintain an effective property management system that complies with the following requirements:
  - i. Recipient and Sub-recipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Sub-recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under

this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Sub-recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

- ii. Sub-recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
  - iii. Sub-recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
  - iv. Disposition Procedures. Sub-recipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Sub-recipient must provide documentation that includes the method used to determine current fair market value.
  - v. Only authorized equipment listed in the Authorized Equipment List (AEL), with appropriate grant listed are eligible for purchases from this grant. For more guidance visit [www.fema.gov](http://www.fema.gov).
- Q. No indirect or administrative costs will be charged to this allocation award.
- R. Sub-recipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- S. Sub-recipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: [www.dnb.com](http://www.dnb.com) or <http://fedgov.dnb.com/webform>.
- T. Each sub-recipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- U. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-recipient, and shall not be reimbursed under this MOA.

## 10. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to:

- the FY 2018 HSGP NOFO announcement, available at: [www.fema.gov](http://www.fema.gov); 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230;
- Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and;
- the DHS Financial Management Guide available at [www.dhs.gov](http://www.dhs.gov).

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

## 11. Taxes

Sub-recipient shall be considered to be an independent sub-recipient and as such shall be responsible for all taxes.

## 12. Warranty

As an independent sub-recipient, the Sub-recipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

## 13. Audit Requirements

For all DHS grant programs, Sub-recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

## 14. State Property

Sub-recipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Sub-recipient unless noted in section 8 of the MOA.

## 15. Points of Contact

To provide consistent and effective communication between Sub-recipient and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Sub-recipient point of contact shall be the HSGP Program Manager or the person designated by the Sub-recipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

## 16. Public Records Access

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

## 17. Subcontracting

If Sub-recipient subcontracts any or all purchases or services required under this Agreement, then Sub-recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-recipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-recipient

subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Sub-recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Sub-recipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

**18. Situs**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

**19. Antitrust Laws**

This Agreement is entered into in compliance with all State and Federal antitrust laws.

**20. Other Provisions/Severability**

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Sub-recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

**21. Compliance with the law**

Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2018 HSGP NOFO announcement.

**22. Entire Agreement**

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

**23. Modification**

This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-recipient.

**24. Certification of eligibility--Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.\* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> , and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

**25. Termination**

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2021. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2018 HSGP NOFOA, incorporated by reference herein, the Sub-recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

## 26. Scope of Work

Sub-recipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

- A. Scope of Work Summary
  - i. Completed appropriate report forms with invoices and proof(s) of payment
  - ii. Audit findings and corrective action plans
  - iii. Equipment inventory records with photo documentation of labeling
- B. Semi-annual summary (progress report) no later than July 15th to the NCEM Grant Manager and/or NCEM Field Planner to ensure:
  - i. The project deliverables are being met.
  - ii. Each grant contract is operating within budget.
- C. Documentation to be provided throughout the Period of Performance of the grant:
  - i. Quarterly project progress reports
  - ii. Sub-recipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
  - iii. After action report from exercise
  - iv. Training course roster and description
  - v. Any other documentation that would be pertinent
  - vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

Receipts must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
  - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
  - Date the product or service was provided.
  - Itemized description of all products or services.
  - Unit price of products or services (if applicable).
  - Total amount charged.
- vii. Proof of payment of expenses associated with the project

## 27. Lobbying Prohibition

The Sub-recipient certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or Federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

## **28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. **Sanctions for Noncompliance:** In the event of the contractors noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
- i. Withholding of payments to the contractor under the contract until the contractor complies.
  - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The contractor shall include the provisions of every subcontract, including procumbent of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.

## **29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964**

Sub-recipient hereby agrees that as a condition to receiving any Federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-recipient receives Federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Sub-recipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, Sub-recipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, Sub-recipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

### **30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-recipient executed in expending these grant funds:

- A. The [Sub-recipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-recipient [licensee, lessee, permittee, etc.] shall maintain and operate such

facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.

- B. That in the event of breach of the above nondiscrimination covenants, Sub-recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-recipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-recipient:

- A. The [Sub-recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- B. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-recipient and its assigns.

\* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

### **31. Assurance of Compliance with Privacy Act**

The Sub-recipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Sub-recipient or any of its third-party contractors, subcontractors, sub-recipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or sub Recipient, that

it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

- D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the DHS.

### **32. Certification Regarding Drug-Free Workplace Requirements (Sub-recipients Other Than Individuals)**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub- Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
- i. The dangers of drug abuse in the workplace
  - ii. The Sub-recipient's policy of maintaining a drug-free workplace
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
- i. Abide by the terms of the statement.
  - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination.
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

### **33. Execution and Effective Date**

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2018. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

### **34. Term of this Agreement**

This agreement shall be in effect from September 1, 2018 to February 28, 2021.

**IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2018**

**NC DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF EMERGENCY MANAGEMENT  
1636 GOLD STAR DR  
RALEIGH, NC 27607**

**DARE COUNTY  
370 AIRPORT ROAD  
MANTEO, NC 27954**

DocuSigned by:  
**BY: Michael A. Sprayberry**  
**MICHAEL A. SPRAYBERRY, DIRECTOR  
NORTH CAROLINA EMERGENCY MANAGEMENT**

DocuSigned by:  
**BY: Bobby Critten**  
**736D5620845F461...**

**APPROVED AS TO PROCEDURES:**

DocuSigned by:  
**BY: James Cherokee**  
**JAMES J. CHEROKE, CONTROLLER  
DEPARTMENT OF PUBLIC SAFETY**

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

DocuSigned by:  
**BY: William Polk**  
**WILLIAM POLK, ASSISTANT GENERAL COUNSEL  
REVIEWED FOR THE DEPARTMENT OF  
PUBLIC SAFETY, BY WILLIAM POLK,  
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE  
PURPOSES OF THE US DEPARTMENT OF  
HOMELAND SECURITY GRANT PROGRAMS**

DocuSigned by:  
**BY: Erik A. Hooks**  
**ERIK A. HOOKS, SECRETARY  
DEPARTMENT OF PUBLIC SAFETY**

**THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2018 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.**

# **Attachment 1**

**NORTH CAROLINA EMERGENCY MANAGEMENT  
FFY 2018 HOMELAND SECURITY GRANT  
(HSGP)**

**APPLICATION**

**Submission Deadline: March 15, 2018**

**INSTRUCTIONS FOR COMPLETING EM FORM 67**

**A. Applicant Information**

EM Agency Name - Type or print the official legal title of your Emergency Management (EM) agency.

Street Address, City, Zip Code+4 - Type or print the street address, city, and nine-digit zip code.

D-U-N-S Number - Type or print the unique nine-digit identification number for your county's agency.

*NOTE: Your financial personnel should be able to provide you with this number.*

EIN/Tax ID Number - Type or print the unique nine-digit identification number for your county's agency. *NOTE: Your financial personnel should be able to provide you with this number.*

SAM Registered - Each applicant must be registered in the federal System for Award Management (SAM) annually in order to be eligible to receive EMPG monies. The URL is <https://www.sam.gov/>.

Expiration Date - What is the expiration date for your SAM account?

**B. Applicant Point of Contact Information** - Type or print the name and contact information of the person responsible for the day-to-day management of the grant once awarded.

**C. County EM Program Manager Contact Information** - Type or print the name of the county EM Program Manager.

**D. MOA Signatory Information** - Type or print the name and contact information of the person that has signatory authority to accept the grant award on behalf of the municipality.

**E. Project Information** - Type or print a detailed description of the project/activity to be reviewed for grant award approval.

**F. FEMA Reporting and Review Requirements**

Core capabilities - Select a capability that best describes this project (Required by FEMA for Annual Reporting).

Environmental Historical Preservation - Complete if your project involves construction, modification or installation of equipment to a permanent fixture.

Project Milestone - Describe the steps that will help you complete this project.

**G. Certification** - Verify that all application information is correct.

\*\*This project must be submitted by email to [FeliciaD.johnson@ncdps.gov](mailto:FeliciaD.johnson@ncdps.gov) on or before **March 15, 2018**.\*\*

**NORTH CAROLINA EMERGENCY MANAGEMENT  
FFY 2018 HOMELAND SECURITY GRANT  
(HSGP)**

**APPLICATION**

**Submission Deadline: March 15, 2018**

**A. Applicant Information**

*(When awarded a grant, the applicant will be referred to as the sub-recipient)*

Applicant	Dare County		
Street Address	370 Airport Road (PO Box 1000)		
City State Zip	Manteo, NC		
DUNS Number	188000723		
Tax ID Number	56-000292		
Registered in SAM? <i>(Registration is required)</i>	Yes	Expiration Date	

**B. Applicant Point of Contact Information**

*(Primary point of contact for all communication regarding the grant)*

Name	Drew Pearson		
Agency	Dare County Emergency Management		
Title	Director		
Phone (Work)	252-475-5897	Phone (Mobile)	252-216-6012
Street Address	370 Airport Road (PO Box 1000)		
City	Manteo	ZIP + 4	27954
Email	Drew.pearson@darenc.com		

**C. County EM Program Manager Contact Information**

*(This is usually either the emergency manager or fire marshal.)*

Name	Drew Pearson		
Email	Drew.pearson@darenc.com		

**D. MOA Signatory Information:**

*(Individual who has the authority to sign the grant agreement, if more than one signatory is required add contact information on separate sheet)*

Name	Bobby Outten		
Agency	Dare County		
Title	Manager/Attorney		
Street Address <i>(must be physical address, not PO Box)</i>	954 Marshal C. Collins Drive		
City	Manteo	ZIP + 4	27954
Email	Outten@darenc.com		
Name			
Agency			
Title			
Street Address <i>(must be physical address, not PO Box)</i>			
City		ZIP + 4	
Email			

**\*\*\*Please attach information for additional MOA Signatory, if necessary \*\*\***



**E. Project Information**

*(Project or activity to be reviewed for grant award approval)*

<b>State, Local (DPR), or Local Non-DPR Project</b>	<i>Local</i>
If Local, select DPR number	<b>DPR 1</b>
<b>Project Name</b>	
<b>Dare County MERT Project</b>	
<b>Project Description</b>	
<p><b>Project acquires a self-contained easily deployable Multiple Event Response Trailer (MERT) w/ electronic message board.</b></p> <p><b>MERT can be used to manage traffic/set control point during evacuations, large scale event like WMD, terror related attacks and during periods of heightened security due to threats to citizens. Currently equipment is scattered &amp; hard to deploy. MERT w/ message board will allow one person to bring all needed equipment to a scene, set it up &amp; establish a safe traffic control point/perimeter w/ an easy to read/see message board &amp; traffic control devices.</b></p>	

In addition to completing this section, applicants will need to submit at least one **Budget Sheet** attachment for every solution area in which they request funding.

<b>Solution Area</b>	<b>Funding Amount</b>	<b>Funds Dedicated to LETP*</b>
<b>Planning</b>		
<b>Organization</b>		
<b>Equipment</b> <i>(Only AEL listed equipment)</i>	\$27,500.00	
<b>Training</b>		
<b>Exercise</b>		
<b>TOTAL FUNDING</b>	<b>\$27,500.00</b>	

*\*If applicable, provide the proposed funding amount that will be spent on Law Enforcement Terrorism Prevention (LETP)\*.*

<b>Regionalization</b>	
<i>This trailer will be placed in Dare County, however it will be available to any DPR that may have a use for it.</i>	
Deployable? <i>Can the project be deployed to other jurisdictions?</i>	<i>Yes</i>
Sharable? <i>If the asset cannot be moved, can it be shared with other jurisdictions?</i>	<i>Yes</i>
<b>Project Management</b>	
This project will be hosted by Dare County. Upon delivery the field planners will do a site visit and apply proper stickers identifying this as a Homeland Security Grant purchase and record serial numbers for database, and assist Dare County with all Grant closeout paperwork.	
<b>Fusion Center</b>	
Does this proposal contribute to development and operation of the fusion center?	<b>No</b>

If "Yes", please explain.

### F. FEMA Reporting and Review Requirements

(The following information is required by FEMA.)

1) Does this project support a previously awarded investment?	No
2) If yes, from which year?	Choose an item.
3) Project name?	
4) How much funding was awarded?	\$
5) Last completed milestone?	
<b>Is this project new or ongoing?</b>	New
<b>This project will:</b>	
<input checked="" type="checkbox"/> Sustain or continue current capabilities <input type="checkbox"/> Complete a current project <input type="checkbox"/> Build or increase current capabilities (Only select if the project will <u>significantly</u> increase capacity)	
<b>Which Core Capability(s) Best Describes this Project? (Required by FEMA for Annual Reporting)</b> <a href="https://www.fema.gov/core-capabilities">https://www.fema.gov/core-capabilities</a>	
<input type="checkbox"/> Planning	<input type="checkbox"/> Critical Transportation
<input checked="" type="checkbox"/> Operational Coordination	<input type="checkbox"/> Environmental Response/Health and Safety
<input type="checkbox"/> Forensics and Attribution	<input type="checkbox"/> Natural and Cultural Resources
<input type="checkbox"/> Interdiction and Disruption	<input type="checkbox"/> Fire Management and Suppression
<input type="checkbox"/> Screening, Search, and Detection	<input type="checkbox"/> Infrastructure Systems
<input type="checkbox"/> Access Control and Identity Verification	<input type="checkbox"/> Logistics and Supply Chain Management
<input type="checkbox"/> Physical Protective Measures	<input checked="" type="checkbox"/> On-scene Security, Protection, and Law Enforcement
<input type="checkbox"/> Supply Chain Integrity and Security	<input type="checkbox"/> Operational Communications
<input type="checkbox"/> Cyber Security	<input type="checkbox"/> Threats and Hazard Identification
<input type="checkbox"/> Housing	<input type="checkbox"/> Risk/Disaster Resiliency Assessment
<input type="checkbox"/> Fatality Management Services	<input type="checkbox"/> Mass Search and Rescue Operations
<input type="checkbox"/> Intelligence and Information Sharing	<input type="checkbox"/> Public Information and Warning
<input type="checkbox"/> Community Resilience	<input type="checkbox"/> Health and Social Services
<input type="checkbox"/> Mass Care Services	<input type="checkbox"/> Economic Recovery
<input type="checkbox"/> Public Health and Medical Services	<input type="checkbox"/> Long-term Vulnerability Reduction
<input type="checkbox"/> Risk Management for Protection Programs and Activities	<input type="checkbox"/> Situational Assessment
<b>Environmental and Historic Preservation</b>	
Does this project require new construction, renovation, retrofitting, or modification of existing structures?	No
Does this project require affixing equipment (e.g. TV, Monitor, and radio equipment) to an existing structure?	No
<b>If you answered Yes to either question above, please provide explanation:</b>	
<b>Project Milestones:</b> Describe the major steps that will occur over the process of completing the project and include the estimated date of those steps. Project plan should be no longer than 36 months.	
<b>Milestone</b>	<b>Date (mm/yyyy)</b>
<b>Submit Application</b>	<b>3/18</b>
<b>Vetting of project at SRC</b>	<b>4/18</b>
<b>Project funded</b>	<b>Fall of 2018</b>
<b>Grant Closeout</b>	<b>Upon Purchase</b>

**G. Certification:**

*(Verification that all application information is correct)*

I certify that:

- This application includes the following:
  - Completed and accurate information.
  - Completed budget sheet(s).
  - If applying as a nonprofit, documentation demonstrating nonprofit status.
  
- No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
  
- In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities. By submitting this project proposal, you and all participating entities are certifying that your locality/state agency is NIMS compliant.
  
- Submission of the project proposal does not guarantee funding.
  
- Any projects allocated funds will be required to check all purchases against the Allowable Equipment Lists <https://www.fema.gov/authorized-equipment-list>.
  
- Any changes made to this project after the submission deadline must be approved by the Homeland Security Section Grants Branch Manager and an updated application must be submitted.

**\*\*This project must be submitted by email to [FeliciaD.johnson@ncdps.gov](mailto:FeliciaD.johnson@ncdps.gov) on or before March 15, 2018.\*\***



## **Attachment 2**

**Quarterly Progress Report**

Sub-Recipient: Dare County  
 MOA Number: 1813  
 FY 2018 HSGP — EMW-2018-SS-00055

Quarter (list dates):

Grant Award Amount: \$27,500.00

Funds Expended Prior Quarters:

Funds Expended This Quarter:

Activities	Metric	Current Status
1. Equipment	Dates, current status. For example: list needs identified, items in vendor negotiation, purchased, placed in service, etc.	
2. Planning	Dates, current status. For example: list needs identified, updates or revisions made to plans, or those to be made.	
3. Training	Dates, status of training. For example: list identified needs; training planned, in progress, or conducted (with agenda and roster attached).	
4. Exercise	Dates, status of exercise. For example: list identified needs; exercise(s) planned, in progress, or conducted (with After Action Report attached).	

Report submitted by:

Date:

**Quarterly Progress Reports are due:**

January 15

April 15

July 15

October 15

## **Attachment 3**

**Attachment 3 - EXAMPLE****Grant-Funded Typed Resource Report****Tool Instructions:**

- Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
- Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
- Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
- Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
- Enter the cost of the equipment or training.
- Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at [www.fema.gov/media-library/assets/documents/28973?id=6432](http://www.fema.gov/media-library/assets/documents/28973?id=6432)

SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina County		2013-SS-00033-S01-13xx		Generators & Generator Switches							
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	53	2	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.





## **Attachment 4**

## The Department of Homeland Security Standard Terms and Conditions 2018

The FY 2018 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2018. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

### **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

### **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* (<https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>) within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission, recipients are only required to submit updates. Recipients should submit the completed tool, including supporting materials to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS.

The United States has the right to seek judicial enforcement of these obligations.

#### **Acknowledgment of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

## The Department of Homeland Security Standard Terms and Conditions 2018

### **Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101–12213](#)).

### **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

### **Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

### **Civil Rights Act of 1968**

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

### **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

### **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

### **Drug-Free Workplace Regulations**

You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 CFR part 3001](#), which adopts the Government-wide implementation ([2 CFR part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; [41 U.S.C. 8101](#)).

## The Department of Homeland Security Standard Terms and Conditions 2018

### **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

### **Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

### **Energy Policy and Conservation Act**

Recipients must comply with the requirements of The Energy Policy and Conservation Act ([42 U.S.C. § 6201](#)) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

### **False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of The False Claims Act ([31 U.S.C. § 3729-3733](#)) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)

### **Federal Debt Status**

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

### **Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

### **Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

### **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, ([15 U.S.C. § 2225a](#)), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, ([15 U.S.C. § 2225](#)).

### **Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)**

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance->

## The Department of Homeland Security Standard Terms and Conditions 2018

[published-help-department-supported-organizations-provide-meaningful-access-people-limited](#) and additional resources on <http://www.lep.gov>.

### **Lobbying Prohibitions**

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

### **National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

### **Non-supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

### **Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

### **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

### **Procurement of Recovered Materials**

Recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the [Rehabilitation Act of 1973](#), ([29 U.S.C. § 794](#)), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## The Department of Homeland Security Standard Terms and Conditions 2018

### **Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

### **Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

### **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

### **Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by [22 U.S.C. § 7104](#). The award term is located at [2 C.F.R. § 175.15](#), the full text of which is incorporated here by reference.

### **Universal Identifier and System of Award Management (SAM)**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

### **USA Patriot Act of 2001**

Recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

### **Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

## Attachment 5



### **Required Sub-Recipient File Documentation**

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- Completed appropriate cost report forms with invoices and proof(s) of payment
- Audit Findings and Corrective Action Plans
- Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- Backup documentation, such as bids and quotes.
- Cost/price analyses on file for review by Federal personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.



*Systel Statement of Work*

**Description**

The existing Statement of Work with Systel, who provides the County with multi-function copy machines, has expired. This is a new contract with a 4 year term utilizing US Communities pricing. Black/white per copy cost remains at \$0.032. Color per copy cost decreases from \$0.075 to \$0.062.

**Board Action Requested**

Approve Statement of Work

**Item Presenter**

Robert Outten - County Manager

## Managed Print Services Statement of Work (SOW)

### Section I. Statement of Work Purpose

Systel Business Equipment Co., Inc. ("Systel") will provide to Dare County a Managed Print Services program. The program will provide office printing devices, all consumables (excluding paper), onsite service to install & configure devices, operational support of devices, receive and monitor service calls, provide consumables for replacement by agency, perform all maintenance and support, and provide reporting of usage per device. The goal of the program is to provide economical printing through device optimization while meeting departmental printing requirements for a cost per page fee. The Systel Project Team, including your locally assigned account manager; David Dutton, Branch Sales Manager; Jason Weeks and Regional Director of Sales; Danielle Walker are willing to meet quarterly with Dare County to review performance and service metrics and make recommendations to best suit the Dare County through device management.

### Section II. Responsibilities Expected of the Selected Vendor

Systel will provide Dare County with subject matter experts as needed to complete all required Project Management requirements as defined in Section VI.

### Section III. Process Schedule

Release DRAFT SOW 11/30/2018

Final SOW 12/10/2018

Decision Date TBD

Install Date \_\_\_\_\_ Scheduled immediately after PO and signed SOW

Purchase order referencing the month in terms, price per page for mono and color, and pre audit certification guidelines is required before equipment may be ordered by Systel.

### Section IV. Proposal Contents and Organization

This Statement of Work (SOW) is between Dare County and Systel Business Equipment Co. Inc. ("Vendor" or "Contractor"). US Communities pricing has been utilized to support the Managed Print initiative and printing requirements at Dare County within this Statement of Work.

### *Solution Offering Overview*

The Systel Solution offered in this Statement of Work will provide Dare County with options to replace the current Systel provided Ricoh Multi-Function Devices throughout the county.

### *Systel's team (identified below) will meet all requirements specified herein*

David Dutton	Account Manager
Jason Weeks	Sales Manager
Danielle Walker	Regional Director of Sales
Justin Helmer	Service Manager
Chris Rankin	Primary Assigned Service Technician
Daniel Elwell	Secondary Assigned Service Technician

Dare County will be assigned one primary technician to handle and resolve open issues on the devices offered under this contract on a priority basis as reported. Additional resources are available on an as needed basis and will be provided and coordinated through the Primary Assigned Technician and/or by the Service Manager.

In order to fulfill the SOW appropriately, Systel requests a space for storage of supplies and devices to be utilized as hot spares. Dare County agrees to identify an area or areas to fulfill this request prior to finalizing the Statement of Work.

Meter collection is required with this program. Systel will provide a data collection agent for the agency to utilize. If at any time the meter collection program is not reporting meters, the agency agrees that meters will be submitted to Systel in a timely manner to ensure billing accuracy.

### Current & Proposed Future Fleet Strategy

Dare County currently has a fleet of devices provided by Systel Business Equipment. The new Systel solution will replace those devices with Ricoh Multi-Function equipment. Device placement has been mutually agreed upon.

<b>Administration - Commissioners Room 186, Manteo</b>	<b>Description</b>
MP 4002 (current)	40 ppm Copier
<b>Dare Co Public Relations Room 111, Manteo</b>	<b>Description</b>
MP C3004ex	30 ppm Color Copier
PB3240	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M19	Fax option
<b>Administration - Elections Room 187 Manteo</b>	<b>Description</b>
MP C3004ex	30 ppm Color Copier
PB3240	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M19	Fax option
<b>Administration- Finance Room 215 Manteo</b>	<b>Description</b>
MP C3004ex	30 ppm Color Copier
100478fng	cabinet
BN3110	One bin output tray
M19	Fax option
<b>Administration - Human Resources, Manteo</b>	<b>Description</b>
MP 3555	35 ppm Copier
PB3220	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M29	Fax option
<b>Administration - IT Training Room #267</b>	<b>Description</b>
MP 301SPF (current)	30 ppm Copier
<b>Administration - Info Technology, Manteo</b>	<b>Description</b>
MP 4002 (current)	40 ppm Copier
<b>Administration Copy Room, Downstairs, Manteo</b>	<b>Description</b>
MP C2504ex	25 ppm Color Copier
PB3220	Paper feed unit
sr3130	Internal Stapling finisher

# Dare County

12/10/2018

M19	Fax option
<b>Administration Copy Room- Upstairs, Manteo</b>	<b>Description</b>
MP C2504ex	25 ppm Color Copier
PB3220	Paper feed unit
sr3130	Internal Stapling finisher
M19	Fax option
<b>Administration - Transportation Room 181 Manteo</b>	<b>Description</b>
MP 3555	35 ppm Copier
PB3220	Paper feed unit
BN3110	One bin output tray
M29	Fax option
<b>Administration - Friends of Youth Room 228, Manteo</b>	<b>Description</b>
MP 4002 (current)	40 ppm Copier
<b>Mapping-Justice Center, Manteo</b>	<b>Description</b>
MP C2504ex	25 ppm Color Copier
PB3220	Paper feed unit
sr3130	Internal Stapling finisher
M19	Fax option
<b>Tax Department - Revaluation (Justice Center), Manteo</b>	<b>Description</b>
MP C2504ex	25 ppm Color Copier
PB3220	Paper feed unit
sr3130	Internal Stapling finisher
M19	Fax option
<b>Tax Collection (Justice Center), Manteo</b>	<b>Description</b>
MP 3555	35 ppm Copier
	cabinet
BN3110	One bin output tray
M29	Fax option
<b>Tax Department</b>	<b>Description</b>
MP 301SPF (current)	30 ppm Copier
<b>Register of Deeds Room 165A Manteo</b>	<b>Description</b>
MP C3004ex	30 ppm Color Copier
PB3240	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M19	Fax option
<b>Register of Deeds, Manteo</b>	<b>Description</b>
MP 4002 (current)	40 ppm Copier
<b>Register of Deeds, Manteo</b>	<b>Description</b>
MP 3555	35 ppm Copier
PB3220	Paper feed unit
BN3110	One bin output tray
M29	Fax option
<b>Sheriff's Department, Buxton</b>	<b>Description</b>
MP 4002 (current)	40 ppm Copier
<b>Sheriff, Collington, KDH</b>	<b>Description</b>
MP 4002 (current)	40 ppm Copier
<b>Sheriff's Department (Justice Center), Manteo</b>	<b>Description</b>
MP 4002 (current)	40 ppm Copier
<b>Sheriff (Justice Center)-Switchboard front desk, Manteo</b>	<b>Description</b>
MP 4002 (current)	40 ppm Copier

# Dare County

12/10/2018

Sheriff's Department, Manteo	Description
MP C2504ex	25 ppm Color Copier
PB3220	Paper feed unit
sr3130	Internal Stapling finisher
M19	Fax option
Sheriff's Department (Justice Center), Manteo	Description
MP C3004ex	30 ppm Color Copier
100478fng	cabinet
BN3110	One bin output tray
M19	Fax option
Sheriff CID, Manteo	Description
MP 4002 (current)	40 ppm Copier
Detention Center, Manteo	Description
MP 3555	35 ppm Copier
PB3220	Paper feed unit
BN3110	One bin output tray
M29	Fax option
Detention Center-Booking Station, Manteo	Description
MP 3555	35 ppm Copier
	cabinet
BN3110	One bin output tray
M29	Fax option
Planning - Satellite Office, Frisco	Description
MP 4002 (current)	40 ppm Copier
Dare County Planning - Satellite Office, KDH	Description
MP 4002 (current)	40 ppm Copier
Administration - Planning, Manteo	Description
MP C3004ex	30 ppm Color Copier
PB3240	Paper feed unit
M19	Fax option
Cooperative Extension, Manteo,	Description
MP C2504ex	25 ppm Color Copier
PB3220	Paper feed unit
sr3130	Internal Stapling finisher
M19	Fax option
Cooperative Extension, Manteo	Description
MP 4002 (current)	40 ppm Copier
Parks and Recreation-Fessenden Center, Buxton	Description
MP C3004ex	30 ppm Color Copier
PB3240	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M19	Fax option
Parks and Recreation, KDH	Description
MP C3004ex	30 ppm Color Copier
PB3240	Paper feed unit
BN3110	One bin output tray
SR3130	Internal finisher
M19	Fax option
Parks and Recreation, Manteo	Description
MP C3004ex	30 ppm Color Copier
PB3240	Paper feed unit

# Dare County

12/10/2018

SR3210	Stapling finisher
BU3070	Bridge unit
M19	Fax option
Dare Center, Manteo	Description
MP C4504ex	45 ppm Color Copier
PB3240	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M20	Fax option
Older Adult Services - Thomas Baum Sr Center, KDH	Description
MP C3004ex	30 ppm Color Copier
PB3240	Paper feed unit
BN3110	One bin output tray
SR3130	Internal finisher
M19	Fax option
Older Adult Services - Thomas Baum Sr. Center, KDH	Description
MP 4002 (current)	40 ppm Copier
Health Department, Frisco	Description
MP 4002 (current)	40 ppm Copier
Dare County Environmental Health, KDH	Description
MP 3555	35 ppm Copier
PB3220	Paper feed unit
BN3110	One bin output tray
M29	Fax option
Health and Substance Abuse, Manteo	Description
MP 4055	40 ppm Copier
PB3220	Paper feed unit
M29	Fax option
Health and Substance Abuse, Manteo	Description
MP C2504ex	25 ppm Color Copier
PB3220	Paper feed unit
sr3130	Internal Stapling finisher
M19	Fax option
Health Clinic, Manteo	Description
MP 4055	40 ppm Copier
PB3220	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M29	Fax option
Dare County Health -General Admin, Manteo	Description
MP 5055	50 ppm Copier
PB3220	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M29	Fax option
Home Health & Hospice, Manteo	Description
MP 4002 (current)	40 ppm Copier
Dare County Health -General Admin, Manteo	Description
MP 4002 (current)	40 ppm Copier

# Dare County

12/10/2018

Dare County Health -General Admin, Manteo	Description
MP C4504ex	45 ppm Color Copier
PB3240	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M20	Fax option
Social Services-FS Ongoing POD, Manteo	Description
MP 4055	40 ppm Copier
PB3220	Paper feed unit
M29	Fax option
Social Services-CPS POD, Manteo	Description
MP 3555	35 ppm Copier
PB3220	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M29	Fax option
Social Services - Front Reception, Manteo	Description
MP 4002 (current)	40 ppm Copier
Social Services - ES Intake POD, Manteo	Description
MP 4055	40 ppm Copier
PB3220	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M29	Fax option
Social Services - Mailroom, Manteo	Description
MP 4055	40 ppm Copier
PB3220	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M29	Fax option
Social Services - AS Ongoing POD, Manteo	Description
MP C3004ex	30 ppm Color Copier
PB3240	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M19	Fax option
Social Services - FS Day Care POD, Manteo	Description
MP 4002 (current)	40 ppm Copier
Social Services - ES Ongoing POD, Manteo	Description
MP 4055	40 ppm Copier
PB3220	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M29	Fax option
Social Services - AS Case Management, Manteo	Description
MP 4055	40 ppm Copier
PB3220	Paper feed unit
M29	Fax option
Social Services - Hatteras Island, Frisco	Description
MP C3004ex	30 ppm Color Copier
PB3240	Paper feed unit
M19	Fax option



# Dare County

12/10/2018

Sanitation, Manteo	Description
MP 4002 (current)	40 ppm Copier
Fleet Management, Manteo	Description
C401SR	42ppm Color A4 copier
Building and Grounds, Manteo	Description
MP 4002 (current)	40 ppm Copier
Building and Grounds, Manteo	Description
MP 301SPF (current)	30 ppm Copier
Mosquito Control, Manteo	Description
MP 4002 (current)	40 ppm Copier
Administration - County Manager Room 286, Manteo	Description
MP C3004ex	30 ppm Color Copier
PB3240	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M19	Fax option
Mosquito Control, Manteo	Description
MP 301SPF (current)	30 ppm Copier
EMS Station #3, Frisco	Description
MP 4002 (current)	40 ppm Copier
EMS Station #1, KDH	Description
MP C3004ex	30 ppm Color Copier
PB3240	Paper feed unit
SR3210	Stapling finisher
BU3070	Bridge unit
M19	Fax option
EMS Station #1, KDH	Description
MP 3555	35 ppm Copier
	cabinet
BN3110	One bin output tray
M29	Fax option
EMS Station #4, Southern Shores	Description
MP 4002 (current)	40 ppm Copier
EMS Station #5, Nagshead	Description
MP 4002 (current)	40 ppm Copier
EMS Station #2, Manteo	Description
MP 4002 (current)	40 ppm Copier
EMS Station #8, Manns Harbor	Description
MP 4002 (current)	40 ppm Copier
EMS #6, Rodanthe	Description
MP 4002 (current)	40 ppm Copier
EMS #7, Crews Quarters, Manteo	Description
MP 4002 (current)	40 ppm Copier
Emergency Communications, Manteo	Description
MP 4002 (current)	40 ppm Copier
EMS, Manteo	Description
MP C3004ex	30 ppm Color Copier
100478fng	cabinet
BN3110	One bin output tray
M19	Fax option



device to an area where it may create efficiencies.

### **End of Life/Failure/Replacement Device Requirements**

Upon request, all devices equipped with hard drives, placed as part of this agreement will be erased using factory procedures by trained Systel Representatives. Alternatively, for a fee of \$120 per hard drive, Systel will remove the hard drive and turn it over to Dare County for disposal when required. Upon request, Systel will provide Dare County a certificate to prove that all hard drives have been wiped to include serial number of each device.

### **Section V. Agency Requirements**

#### **1.0 Term of the Statement of Work**

##### **1.1 Effective Date**

This contract is effective \_\_\_\_\_, or the date the Dare County obtains all required signatures.

##### **1.2 Expiration Date**

Contract expires **48 months** from the above effective date, or until obligations have been satisfactorily fulfilled, whichever is first. The contract expiration date is \_\_\_\_\_. The county may extend the term of the contract to month-to-month once the initial term has expired.

#### **2.0 Vendor's Duties**

The Vendor, will perform all duties as specified in Section III.

#### **3.0 Vendor's Project Manager and Authorized Representative:**

Name, Title	David Dutton
Address	205 E. Arlington Blvd Greenville, NC 27858
Phone	252-756-5716
Fax	252-756-6712
Email	<a href="mailto:david.dutton@systeloa.com">david.dutton@systeloa.com</a>

#### **4.0 Dare County's Project Manager - Dare County's Project Manager for this SOW:**

Name, Title	Dustin Peele
Address	954 Marshall C. Collins Drive, Manteo NC 27954
Phone	252-475-5891
Fax	
Email	<a href="mailto:dustin.peele@darenc.com">dustin.peele@darenc.com</a>

Dare County's Project Manager, or his/her successor, will sign progress reports, review billing statements, make recommendations to Dare County's Authorized Representative for acceptance or rejection of Vendor's goods or services and make recommendations to Dare County's Authorized Representative for certification of payment of each Invoice submitted by Vendor.

#### **5.0 Dare County's Authorized Representative for this Work Order Contract will be:**

Name, Title	Sally Defosse
Address	954 Marshall C. Collins Drive, Manteo NC 27954

Phone	252-475-5730
Fax	
Email	<a href="mailto:sallyd@darenc.com">sallyd@darenc.com</a>

Dare County's Authorized Representative or his/her successor, will monitor Vendor's performance and has the authority to accept or reject the services provided under this SOW.

## 6.0 Payment:

**Invoices:** Dare County will promptly pay the Vendor after the Vendor presents an itemized invoice for the services actually performed in an excel format by device. Each device will be assigned a departmental code, provided by Dare County. Systel will work with Dare County to identify the field level data to create a file compatible with the County financial system. Dare County will also receive master and departmental billing. Invoices must be submitted timely and according to the following schedule.

**Quarterly billing** will be based on actual print volume and be billed in arrears at the all-inclusive cost per page specified in this Statement of Work. Meters will not be estimated, Systel will contact the Dare County Purchasing Agent for missing reads prior to each billing cycle.

Notwithstanding any provision in this Agreement to the contrary, Systel and the Customer agree that in the event that the Customer has not appropriated sufficient funds for the services provided under this Agreement (and such appropriation was specifically required to pay the payments herein) and the funds are not otherwise available to Customer to pay for the services under this Agreement; and there is no other legal procedure by which payment can be made to Systel and the non-appropriation of funds did not result from any act or failure to act on the part of the Customer, Customer shall have the right to return the equipment to Systel (at Systel's expense, to a destination that Systel directs, in good working condition less normal wear and tear); and cancel this Agreement by notice to such effect served not less than thirty (30) days prior to the end of the Customer's fiscal year.

Upon such early cancellation Customer may not thereafter acquire functionally similar equipment or services for the full original term of this Agreement. In the event, subsequent to such early cancellation funds are made available to Customer for equipment and services which will provide services and functions which are in whole or part the same or similar to which the equipment and services was provided under this Agreement than Customer agrees at Systel's option to again acquire such services and equipment from Systel.

Systel will be the exclusive provider and servicer of multi-function equipment for Dare County for the contracted term herein. The county agrees that all equipment placed by Systel will remain in normal business use for the full term of the contract. Dare County will not enter into agreements for multi-function devices outside of this agreement with any other company besides Systel for the term. Systel will work with the county to add devices based upon departmental needs analysis as new requirements arise during the term of the agreement.

**E-VERIFY** CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133-3.(c)(2), contracts solely for the purchase of goods, apparatus, supplies, materials, or equipment are exempt from this provision.

# Dare County

12/10/2018

## **7.0 Agency Locations:**

Dare County Locations to be covered under the Work Order are as follows:

1000 Westcott Park	46830 NC Highway 12
1018 Driftwood Drive	50225 Water Associate Road
107 Exeter Street	50346 NC Highway 12
109 Exeter Street	50347 NC Highway 12
138 California Lane	515 Bowerstown Road
2077 Collington Road	517 Budleigh Street
2089 Collington Road	5314 Croatan Highway
23697 NC Highway 12	600 Mustian Street
2601 N. Croatan Highway	602 Mustian Street
2808 S. Croatan Highway	6657 Highway 64/264
300 Mustian Street	954 Marshall C Collins Drive
359 Water Plant Road	962 Marshall C Collins Drive
410 Airport Road	Ananias Dare Street

Dare County

Systel Business Equipment Co., Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



*Board Appointments*

**Description**

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

- Albemarle Commission - Board of Directors
- Juvenile Crime Prevention Council
- Nursing Home Community Advisory Council
- Older Adult Services Advisory Council
- Tourism Board

Complete information about the appointments will appear after this page.

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

**Board Action Requested**

Make Board Appointments and Announce Upcoming Appointments

**Item Presenter**

Robert Outten, County Manager

## **BOARD APPOINTMENT SUMMARY – JANUARY 7, 2019**

### **Albemarle Commission – Board of Directors**

- Commissioner Ross's term expires in January
- Commissioner Ross would like to be reappointed.

### **Juvenile Crime Prevention Council**

- The Juvenile Crime Prevention Council has recommended Jennifer Alexander be appointed to fill the vacancy for the member of the Business Community.
- The Juvenile Crime Prevention Council has recommended Melanie Gonzalez be appointed to fill the vacant student representative seat.
- Applications have been received from: Jennifer Alexander, Shannon Brooks, Lynette Ford, Melanie Gonzalez, Allen Moran

### **Nursing Home Community Advisory Council**

- Mary Jernigan and Melissa McCarter terms expire in January
- Mary Jernigan and Melissa McCarter would like to be reappointed.

### **Older Adult Services Advisory Council**

- David Faudie has submitted his resignation.
- An application has been received from Kenneth Bukantas
- The Older Adult Services Advisory Council recommends that Kenneth Bukantas be appointed to replace David Faudie

### **Tourism Board**

#### **The following have terms to expire this month:**

Myra Ladd-Bone, Chamber of Commerce

Myra Ladd-Bone is eligible for reappointment.

The Outer Banks Chamber of Commerce has submitted three names and applications. Following is their suggested order of preference:

Myra Ladd-Bone

Robin Mann

Tim Kelly

---

Nancy Caviness, Town of Duck

Ms. Caviness is not eligible for reappointment as she has served two consecutive two year terms.

The Town of Duck has submitted three names and applications for consideration:

- Chuck Burdick
- Jonathan Britt
- Monica Thibodeau

The Town of Duck recommends Chuck Burdick be appointed.

.....  
Tonia Cohen, Outer Banks Hotel/Motel Association

Ms. Cohen is not eligible for reappointment as she has served two consecutive two year terms.

The Outer Banks Hotel/Motel Association has submitted three names and applications for consideration:

- Jamie Chisholm – President of OBHMA
- Jarrold Rabatin
- Lynsi Waddill

The Outer Banks Hotel/Motel Association would like for Jamie Chisholm to be appointed.

.....  
Christopher K. Nason, Town of Southern Shores

Mr. Nason is eligible for reappointment.

The Southern Shores Town Council unanimously voted on 12/11/18 to have Mayor Pro tem Chris Nason serve another term as Southern Shores Representative on the Dare County Tourism Board. Their two alternate nominations are Mayor Bennett and Councilman Conners.

.....  
Bobby Owens, Town of Manteo

Mr. Owens is eligible for reappointment.

The Town of Manteo has submitted the following:

“Attached are the three applications for the Tourist Bureau nominations for the Town of Manteo. Our Mayor Bobby Owens would like to be the Town’s representative and reappointed.”



Applications were submitted from:

Bobby Owens

Eddie Mann

Darrell Collins

---

Pat Weston, Hatteras Island

Member at Large

Pat Weston is eligible for reappointment.

She would like to be reappointed.

---

### **UPCOMING BOARD APPOINTMENTS**

February:     Aging Advisory Council  
                  Planning Board  
                  Senior Tar Heel Legislature Delegates

March:         Parks and Recreation Advisory Council

April:         Airport Authority  
                  Manns Harbor Commission



*Albemarle Commission - Board of Directors*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

January 2019

**BOARD APPOINTMENT**  
**ALBEMARLE COMMISSION – BOARD OF DIRECTORS**  
(Two Year Term)

The following has a term to expire this month:

**Rob Ross - Commissioner**  
(Current Term 1/17– 1/19)  
(Originally Apptd. 1/17)

**Commissioner Ross would like to be reappointed.**

Other Members:  
See attached list

**ALBEMARLE COMMISSION – BOARD OF DIRECTORS**  
(Two Year Term)

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
<b>Rob Ross</b> P.O. Box 1032 Nags Head, NC 27959 <a href="mailto:Rob.ross@darenc.com">Rob.ross@darenc.com</a> 252-480-3765 (H) 252-216-6869	1/19	Apptd. 1/17
Howard Swain 252-305-5533 jhowardswain@gmail.com	12/19	Apptd. 12/18

NOTE: Meeting Date – 3<sup>rd</sup> Thursday ea. Month  
6:30 p.m.

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

**In December 2009 the Albemarle Commission revised their bylaws concerning Board appointments and length of terms. The revision states that a county’s elected representative will serve a two year term, beginning January 1<sup>st</sup> and may not serve more than two consecutive terms.**

**Based on the Albemarle Commission by-laws, four counties, on a rotating basis, appoint an individual as their at-large member to serve a two year term.  
Peregrine White served as the at-large member 1/2008-1/2010  
Terry Gore serves as the at-large member 1/2014-1/2016**

- 7/97 – Richard Johnson apptd.
- 9/97 – Mary Berntsen apptd.
- 2/08 – Perry White apptd. as *at large member*.
- 1/14 – Terry Gore appointed as *at large member*.
- 1/13 – Comm. Robert L. “Bob” Woodard, Sr. replaced Comm. Richard Johnson.
- 1/17 – Comm. Rob Ross replaced Comm. Bob Woodard.
- 12/18 – Howard Swain appointed as at large member

**REVISED 12/18**



*Dare County Tourism Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

January 7, 2019

**BOARD APPOINTMENTS**

**TOURISM BOARD**

(Two Year Term)

**The following have terms to expire this month:**

**Myra Ladd-Bone**

**Chamber of Commerce**

(Current Term 12/16 – 12/18, Originally Apptd. 12/16)

**The Outer Banks Chamber of Commerce has submitted three names and applications.**

**Following is their suggested order of preference:**

**Myra Ladd-Bone**

**Robin Mann**

**Tim Kelly**

**Myra Ladd-Bone is eligible for reappointment.**

---

**Nancy Caviness**

**Town of Duck**

(Current Term 12/16 – 12/18, Originally Apptd. 12/14)

**Ms. Caviness is not eligible for reappointment as she has served two consecutive two year terms.**

**The Town of Duck has submitted three names and applications for consideration:**

**Chuck Burdick**

**Jonathan Britt**

**Monica Thibodeau**

**The Town of Duck recommends Chuck Burdick be appointed.**

---

**Tonia Cohen**  
**Outer Banks Hotel/Motel Association**  
(Current Term 12/16 – 12/18, Originally Apptd. 5/14)

**Ms. Cohen is not eligible for reappointment as she has served two consecutive two year terms.**

**The Outer Banks Hotel/Motel Association has submitted three names and applications for consideration:**

**Jamie Chisholm – President of OBHMA**  
**Jarrod Rabatin**  
**Lynsi Waddill**

**The Outer Banks Hotel/Motel Association would like for Jamie Chisholm to be appointed.**

---

**Christopher K. Nason**  
**Town of Southern Shores**  
(Current term 12/16– 12/18, Originally Apptd. 1/18)

**Mr. Nason is eligible for reappointment.**

**The Southern Shores Town Council unanimously voted on 12/11/18 to have Mayor pro tem Chris Nason serve another term as the Southern Shores representative on the Dare County Tourism Board.**

**Their two alternate nominations are:**  
**Mayor Bennett and Councilman Connors.**

---

**Bobby Owens**  
**Town of Manteo**  
(Current term 12/16 – 12/18, Originally Apptd. 1/18)

**Mr. Owens is eligible for reappointment.**

**The Town of Manteo has submitted the following:  
“Attached are the three applications for the Tourist Bureau nominations for the Town of  
Manteo. Our Mayor Bobby Owens would like to be the Town’s representative and  
reappointed.”**

**Applications were submitted from:  
Bobby Owens  
Eddie Mann  
Darrell Collins**

---

**Pat Weston  
Hatteras Island  
Member at Large  
(Current term 12/16 – 12/18, Originally Apptd. 12/16)**

**Pat Weston is eligible for reappointment.**

**She would like to be reappointed.**



**DARE COUNTY TOURISM BOARD**

(Two Year Term)

Effective January 1, 1992

**The Tourism Board promotes travel to and tourism in Dare County and it's municipalities. Their objective is to promote and encourage tourism in Dare County with the aim of increasing visitation and revenue.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
<b>Myra Ladd-Bone</b> 3053 Creek Rd. Kitty Hawk, NC 27949 252-202-5689 (Cell) 252-449-5360 (O) Outer Banks Chamber of Commerce	1-19	Apptd. 12-16
Bambos Charalambous 530 W. Aycock St. Kill Devil Hills, NC 27948 715-05117 (H) 480-6677 (O) Bambos.charalambous@captaingeorges.com DC Rest. Assoc.	1-20	Apptd. 12-15 Reapptd. 1-18
<b>Tonia Cohen</b> 213 Soundview Dr. Kill Devil Hills, NC 27948 261-6124 (H), 423-0019 (O) OB Hotel/Motel Asso.	1-19	Apptd. 5-14 Reapptd. 12-14, 16
William "David" Pergerson 104 Post Oak Court Kill Devil Hills, NC 27948 722-5099 (H) 261-3934 (O) David.pergerson@carolinadesigns.com OB Asso. of Realtors	1-20	Apptd. 1-18
<b>Nancy Caviness</b> P.O. Box 8278 Duck, NC 27949 255-8124 (H) Town of Duck	1-19	Apptd. 12-14 Reapptd. 12-16
<b>Christopher K. Nason</b> 72 Trinitie Trail Southern Shores, NC 27949 599-2996 (H) 441-6767 (O) cnason@southernshores_nc.gov Town of Southern Shores	1-19	Apptd. 1-18
Jeff Pruitt 3890 Poor Ridge Road Kitty Hawk, NC 27949 261-9055 (H) 207-9055 (cell) Town of Kitty Hawk	1-20	Apptd. 1-18

Mike Hogan 809 Sixth Avenue Kill Devil Hills, NC 27948 mike@obxpix.com 256-0036 (H) Town of Kill Devil Hills	1-20	Apptd. 12-15 Reapptd. 1-18
Webb Fuller P.O. Box 1003 Nags Head, NC 27959 441-5922 (H) 305-9322 (O) webbfuller@charter.net Town of Nags Head	1-20	Apptd. 1-18
<b>Bobby Owens</b> PO Box 505 Manteo, NC 27954 473-2721 (H) Town of Manteo	1-19	Apptd. 1-18
Wally Overman 549 Skyco Rd. Manteo, NC 27954 473-3433 (H) DC Commissioner	1-20	Apptd. 12-14 Reapptd. 12-15, 1-18
<b>Pat Weston</b> P.O. Box 976 Avon, NC 27915 252-995-6523 (H), 252-305-1705 Hatteras Island Member at Large	1-19	Apptd. 12-16
George Banks III P.O. Box 367 Hatteras, NC 27943 986-2709 (H), 475-0297 (O) Member at Large	1-20	Apptd. 12-15 Reapptd. 1-18

**NOTES:**

**MEETING INFO:** 3<sup>rd</sup> Thursday of each month, 9:00 a.m., 1 Visitors Center Circle, Manteo, NC

**CONTACT INFO:** Susie Walters, Chair  
Lee Nettles, Director, Outer Banks Visitors Center

**MEMBERS COMPENSATED:** \$125 per meeting-Steering Committee Members, \$100 per meeting-  
other members

**TERM LIMITS:** Members may only serve 2 consecutive 2-year terms

Some members were appointed for one year in order to stagger the terms (1992)

Luther Daniels was apptd. 1/92 and resigned 5/92. Gus Granitzki was appointed to fill unexpired term. Stuart Bell replaced RV Owens III 11/92.

Terrence Gray replaced Cecil Williams 11/92.  
Geneva Perry apptd. to fill unexpired term of Ozzie Gray 7/93.  
Don Bryan replaced Geneva Perry as member at large 11/93.  
Carl Parrott replaced Paul Pruitt 12/93.  
Lacy McNeil replaced Terence Gray 12/93.  
Renee Cahoon replaced Don Bryan as Town of Nags Head representative 12/93.  
Geneva H. Perry apptd. to fill unexpired term of Robert Williams who resigned 11/94.  
Myra Ladd replaced Stuart Bell as Ch. of Commerce rep. 12/94.  
Kern Pitts apptd. 12/94. Seat was left vacant by death of Wayne Gersen.  
Terry Gray appointed 12/94 to fill unexpired term of the late Lacy McNeil.  
Appointment for Town of Manteo was tabled 12/94.  
Edward Greene replaced Gus Granitzki 1/95.  
Dick Woods appointed to fill unexpired term of Kern Pitts 3/95.  
John Woolard replaced Mike Kelly 12/95.  
John Stubbings replaced Robert Middlebrooks 12/95.  
Stuart Bell replaced Don Bryan 12/95.  
Jimmy Hanks appointed to fill unexpired term of Terry Gray 1/96.  
Cliff Blakely replaced Warren Judge 1/97.  
Lee Tugwell replaced Edward Green 1/97.  
Tim Shearin replaced Mollie Fearing 1/97.  
John Robert Hooper replaced Tim Midgett 1/97.  
Warren Judge replaced John Woolard 1/98.  
David L. Perrot replaced John Stubbings 1/98.  
Ken Hollowell replaced Carl Parrott 1/98.  
Sherry Rollason replaced Jimmy Hanks 1/98.  
George Farah III replaced Renee Cahoon 1/98.  
Stan White replaced Geneva Perry 1/98.  
Sterling Webster replaced Myra Ladd 12/98.  
Paul Sutherland replaced Dick Wood 12/98.  
Dawn Enochs replaced Tim Shearin 12/98.  
Tim Cafferty replaced David Parrott 12/99.  
Christine Nunemaker replaced Stuart Bell 12/99.  
Raju Uppalapati replaced Sterling Webster 12/00.  
Jeff Tack replaced Cliff Blakeley 12/00.  
Tim Midgette replaced John Robert Hooper 12/00.  
Tim Shearin replaced Dawn Enochs 12/00.  
Curtis Creech replaced Lee Tugwell 12/00.  
Bob Woodard replaced Sherry Rollason 12/01.  
Anna Sadler replaced George Farah III 12/01.  
John Robert Hooper replaced Stan White 12/01.  
Dawn Enoch replaced Christine Nunemaker 12/01.  
Doug Seay replaced Ken Hollowell 12/01.  
Sammy Moore replaced Warren Judge 2/02.  
Dellerva Collins appointed to fill unexpired term of Curtis Creech 6/02  
Eugene Kennedy replaced Paul Sutherland 12/02.  
Neil Morrison replaced Tim Shearin 12/02.  
Barbara Connery replaced Tim Cafferty 12/03.  
Sherry Rollason replaced Bob Woodard 12/03.  
Bob Woodard replaced Dawn Enochs 12/03.  
Hal Denny filled unexpired term of Gene Kennedy 1/04.

Lisa Cafferty replaced Raju Uppalapati 12/04.  
Michelle Pharr replaced Jeff Tack 12/04.  
Mike Johnson filled unexpired term of John Robert Hooper 1/05.  
Scott Leggat replaced Tim Midgett 1/05.

Irvin Bateman replaced Doug Seay 12/05.  
Ben Sproul replaced Sammy Moore 1/06.  
Chuck Ball replaced Sherry Rollason 1/06.  
Renee Cahoon replaced Anna Sadler 1/06.  
David Farrow filled unexpired term of Dell Collins 1/06.  
Dan Shields apptd. To fill unexpired term of Hal Denny 1/06.  
Tim Shearin replaced Bob Woodard 2/06.  
Paul Buske apptd. to fill unexpired term of Chuck Ball 2/07.  
Jackie Myers replaced Barbara Connery 1/08.  
Ralph Buxton replaced Lisa Cafferty 12/08.  
Brian McDonald replaced Dan Shields 12/08.  
Allen Burrus replaced Scott Leggat 12/08.  
Sterling Webster replaced Michelle Pharr 1/09.  
Dave Wessel replaced Nancy Caviness 1/09.  
Paul Charron replaced Ben Sproul 12/09.  
Gary Perry replaced Ervin Bateman 12/09.  
Wayne Gray replaced Renee Cahoon 12/09, (Mr. Gray declined appointment, Anna Sadler apptd. 1/10)  
Jack Shea replaced Mike Johnson 12/09.  
Scott Leggat replaced Tim Shearin 12/09.  
Monica Thibodeau apptd. to fill unexpired term of Dave Wessel 1/10.  
Jamie Daniels apptd. to fill unexpired term of David Farrow 1/10.  
Jodi Hess replaced Brian McDonald 1/11.  
Robert L. Woodard filled unexpired term of Paul Buske 4/11.  
Donnie King replaced Paul Charron 12/11.  
Tim Cafferty replaced Jackie Myers 12/11.  
Ernie Foster replaced Scott Leggat 12/11.  
Dorie Fuller replaced Ralph Buxton 12/12.  
Brent Sorensen replaced Sterling Webster 12/12.  
Natalie Kavanagh replaced Allen Burrus 12/12.  
Sheila Davies filled unexpired term of Robert Woodard 1/13.  
Ervin Bateman replaced Gary Perry 12/13.  
Susie Walters replaced Anna Sadler 12/13.  
Virginia Tillett replaced Jack Shea 12/13  
Tonia Cohen filled unexpired term of Brent Sorensen 5/14.  
Nancy Caviness replaced Monica Thibodeau, 12/14.  
Leo Holland replaced Jodi Hess, 12/14.  
Martha Wickre replaced Jamie Daniels, 12/14.  
Wally Overman appointed to fill unexpired term of Virginia Tillett 12/14.  
Bambos Charalambous replaced Donnie King 12/15.  
Stuart Pack replaced Tim Cafferty 12/15.  
Mike Hogan replaced Sheila Davies 12/15.  
George Banks III replaced Ernie Foster 12/15.  
Myra Ladd-Bone replaced Dorie Fuller 12/16.  
Pat Weston replaced Natalie Kavanagh 12/16.  
Craig Garriss replaced Ervin Bateman 1/18  
Christopher Nason filled unexpired term of Leo Holland 1/18  
William "David" Pergerson replaced Stuart Pack 1/18  
Webb Fuller replaced Susie Walters 1/18  
Bobby Owens filled unexpired term of Martha Wickre 1/18  
Jeff Pruitt replaced Craig Garriss who declined appointment 1/18

**REVISED 1/18**



# The Outer Banks Chamber of Commerce

*Serving Currituck and Dare Counties, Ocracoke Island*

P.O. Box 1757 • 101 Town Hall Drive • Kill Devil Hills, NC 27948

252.441.8144 *Voice* • 252.441.0338 *Fax*

info@outerbankschamber.com

November 26, 2018

Ms. Janice Williams, Executive Assistant  
Dare County Manager & County Attorney  
PO Box 1000  
Manteo, N.C. 27954

Dear Ms. Williams,

Thank you for the opportunity to submit applications for the Chamber's seat on the Tourism Board. Enclosed please find the applications for our three nominees. Following is our suggested order of preference for filling this position.

- Myra Ladd-Bone
- Robin Mann
- Tim Kelly

If you need anything else from us, please feel free to contact me at (252) 441-8144.

Sincerely,

Karen S. Brown  
President & CEO  
Outer Banks Chamber of Commerce

*Your key to information and services on North Carolina's Outer Banks!*

[www.outerbankschamber.com](http://www.outerbankschamber.com)



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 Dare County Tourism Board

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

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

Name Myra S. Ladd-Bone

Address 3053 Creek Road

City/State/Zip Kitty Hawk, NC 27949

Email Address myra@atlanticrealty-nc.com

Telephone Home: 252-202-5689 cell \_\_\_\_\_

Business: 252-449-5360

Resident of Dare County:  yes  no

Occupation: Real Estate Broker - Atlantic Realty of the Outer Banks

Business Address: 4729 N. Croatan Highway Kitty Hawk, NC 27949

Educational background:

BS in Elementary Education

East Carolina some graduate courses

Business and civic experience and skills:

Owned Atlantic Realty for over 35 years, Chair of Get Pinked and More (2016-2018)

Past Board Member of RIHA, Outer Banks Community Foundation, Member Board of Realtors and the Homebuilders Association. Past President of the Outer Banks Chamber of Commerce. Was on the Coastal Resources Commission from 1988-1992. Skills: Sales, Leadership, Management, Team Player

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

Towne Bank Board, Chamber of Commerce Board, Outer Banks Hospital

Development Council, Dare County Tourism Board

#### REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Jeff Dowdy</u>	<u>Dowdy &amp; Osborne CPAs</u>	<u>103 W. Woodhill Dr. #B NH, NC</u>	<u>252-449-4404</u>
<u>Stuart Pack</u>	<u>Resort Realty</u>	<u>5219 S. Croatan Hwy NH, NC</u>	<u>252-305-7808</u>
<u>Tess Judge</u>	<u>Days Inn</u>	<u>201 N. Va. Dare Tr. KDH, NH</u>	<u>252-216-6105</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: 11/18/18 Signature of applicant: [Handwritten Signature]

FOR OFFICE USE ONLY:

Date received: 11-26-18

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 Dare Co. Tourism Board

2<sup>nd</sup> choice Mann's Harbor Community Bldg.

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

Name Robin A. Mann

Address 6049 Highway 64

City/State/Zip Manns Harbor NC 27953

Email Address ramann@paulmanncustomboats.com

Telephone cell# 252-423-0842

Business: 252 473 1716

Resident of Dare County:  yes  no

Occupation: CFD Paul Mann Custom Boats (21 yrs)

Business Address: 6300 Highway 64 Manns Harbor NC 27953

Educational background:

High School Diploma - some college - payroll courses, Sales Tax courses  
NC RE Broker - OBL since 1987

Business and civic experience and skills:

Member Board of Realtors since 1988, OBX Residence since 1984  
Business Owner/Partner since 1997, Long standing  
member of OB Chamber



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

ALL PAST Chair of Bogalusa Chamber, CDA Board, Trustee, M.H. Civic ASSN, Purple Martin Society (founding Member), Oregon Inlet Waterways, Seaford Festival, Manteo Rotary, DC Marine Industry Assn, DC Boat Bldg Foundation (founding Member)

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

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: NOV 18-18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-26-18

1

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

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice DARE COUNTY TOURISM BOARD

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

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

Name: TIM KELLY

Address: 518 W. ARCHDALE ST

City/State/Zip KDA / NC / 27948

Telephone Home: 252-256-0184

Business: 252-449-0204

Resident of Dare County:  yes  no

Occupation: GENERAL MANAGER - STAPLES

Business Address: 2210 S. CRUSTON HWY, NAGS HEAD, NC 27958

Educational background:

BSBA MGT/MGMT - ECU

Business and civic experience and skills:

OBCC Board of Directors - Economic Dev't

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

OB SEAFOOD Festival Steering Comm. & Vendor Comm. <sup>Chair</sup>

Expiration Date of Terms: No exp. date

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>Paul TINE</u>	<u>E.R. Mizette</u>		<u>305-5133</u>
<u>Sally Crosswhite</u>	<u>Forbes Cardie</u>		<u>207-3070</u>
<u>RALPH Buxford</u>			<u>207-5810</u>

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

Date: 11/26/2018 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-26-18

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



Janice Williams &lt;janicew@darenc.com&gt;

---

**Re: Dare County Tourism Board Appointment**

1 message

---

**Janice Williams** <janicew@darenc.com>

Wed, Nov 14, 2018 at 2:52 PM

To: lackerman@townofduck.com

Just wanted to make sure!

Thank you!

On Wed, Nov 14, 2018 at 2:52 PM Lori Ackerman &lt;lackerman@townofduck.com&gt; wrote:

Yes, that is correct.

Lori

**From:** Janice Williams <janicew@darenc.com>  
**Sent:** Wednesday, November 14, 2018 2:50 PM  
**To:** Lori Ackerman <lackerman@townofduck.com>  
**Subject:** Re: Dare County Tourism Board Appointment

I received the three applications in the following order. Are the applications in the order in which they are recommended?

1. Chuck Burdick
2. Jonathan Britt
3. Monica Thibadeau

Thanks!

On Wed, Nov 14, 2018 at 1:30 PM Lori Ackerman &lt;lackerman@townofduck.com&gt; wrote:

Good afternoon Janice,

Please find attached the applications for the 3 nominees for the Dare County Tourism Board. If you have any questions, please do not hesitate to contact me.

Sincerely,


*Lori A. Ackerman, CMC, NCCMC*

Town Clerk

Town of Duck

P.O. Box 8369

Duck, NC 27949

 PRINTcmyk-DUCK-logo

**From:** Janice Williams <[janicew@darenc.com](mailto:janicew@darenc.com)>

**Sent:** Monday, October 08, 2018 1:18 PM

**To:** Chris Layton <[clayton@townofduck.com](mailto:clayton@townofduck.com)>; Lori Ackerman <[lackerman@townofduck.com](mailto:lackerman@townofduck.com)>

**Subject:** Dare County Tourism Board Appointment

Nancy Caviness's term as the Town of Duck representative on the Dare County Tourism Board will expire in January, 2019. Members are allowed to serve two consecutive two year terms.

She is not eligible to be reappointed.

The Dare County Board of Commissioners requests you submit three (3) nominees to fill your organization's seat on the Tourism Board. Please have each nominee fill out the attached

board application form. Please submit the names of your three (3) nominees and applications to me as soon as possible and not later than December 13, 2018. This item will be placed on the January, 2019 agenda.

Thank you!

--

**Janice Williams**

*Executive Assistant*

County Manager & County Attorney

PO Box 1000, Manteo, NC 27954

[252.475.5800](tel:252.475.5800) phone

[www.darenc.com](http://www.darenc.com)



Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

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 Dare County Tourism Board

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

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

Name Chuck Burdick

Address 148 Whistling Swan Dr.

City/State/Zip Duck, NC 27949

Email Address chuckbjr@gmail.com

Telephone Home: 252-261-7576

Business: 252-261-8555

Resident of Dare County:  yes  no

Occupation: Contract postmaster for Duck, NC

Business Address: 1245 Duck Rd., Duck, NC 27949

Educational background:

BS Chemical Engineering, Worcester Polytechnic Institute - 1962

MBA University of Tennessee at Chattanooga -1971

Business and civic experience and skills:

Duck Post Office and Cacique retail shop owner since 7/2006

Duck Town Council member since Dec 2009

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

Duck Council representative to the Albermarle RPO

---

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>Olin Finch</u>	<u>Construction</u>	<u>Duck, NC</u>	<u>252-261-8710</u>
<u>John Childers</u>	<u>retired admin.</u>	<u>St. Petersburg, FL</u>	<u>727-201-9254</u>
<u>Robert Jacobs</u>	<u>retired lawyer</u>	<u>Duck, NC</u>	<u>804-357-5157</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: Nov 9, 2018 Signature of applicant: 

---

FOR OFFICE USE ONLY:

Date received: 11-14-18

**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 473-1617, or send it by email to [janicew@darenc.com](mailto:janicew@darenc.com)

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice Dare County Tourism Board

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

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

Name Jonathan Britt

Address 1310 Duck Road

City/State/Zip Duck, NC 27949

Email Address norbanks@gmail.com

Telephone Home: 252-202-6880

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

Resident of Dare County:  yes  no

Occupation: Owner, Nor'Banks Sailboats

Business Address: 1314 Duck Road Duck, NC

Educational background:  
BA - Economics from Wake Forest University

Business and civic experience and skills:  
Duck Community Alliance - Member, VP, President - 1992-2002, Dare County

Planning Board - 1996-2002, Duck Planning Board - 2003-2012



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

Duck Town Council since 2012, Duck Merchants Association since 2013, Duck Fire Department since 1991, Outer Banks Baseball since 2016

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
Chris Layton	Town Manager, Town of Duck		252-255-1234
Donna Black	Duck Fire Chief		252-261-3929
John Minnich	Owner, Trio and Village Table and Tavern		412-596-1367

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

Date: 11/14/2018 Signature of applicant: Jon Britt

FOR OFFICE USE ONLY:

Date received: 11-14-18

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 Tourism Board

2<sup>nd</sup> choice As needed

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

Name Monica Thibodeau

Address 126 Sea Hawk Drive West

City/State/Zip Duck, NC 27949

Email Address Monica

Telephone Home: 252-207-7439

Business: 252-255-6200

Resident of Dare County:  yes  no

Occupation: Property Management + Sites / Coastal Design Realty

Business Address: 1197 Duck Road, Duck, NC 27949

Educational background:

MBA Northeastern University

BA Boston College GPI Graduate Realty Institute

Business and civic experience and skills:

15 + years Duck Town Council

Dare County Tourism Bureau

Government Access Channel

Local charitable support

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

Duck Town Council  
CWNet TV

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>Myra Ladd Bone</u>	<u>Atlantic Realty</u>		<u>877 858 4795</u>
<u>Dr Kingston</u>	<u>Majors of Duck</u>		<u>252 703-622-9035</u>
<u>Willo Kelly</u>	<u>Outi Banks Assoc of Perths</u>		<u>252-441-4036</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: 11/14/18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-14-18



Janice Williams &lt;janicew@darenc.com&gt;

---

**RE: Dare County Tourism Board Appointment**

1 message

**Outer Banks Lodging | Tonia Cohen** <tonia@mindspring.com>

Tue, Nov 13, 2018 at 9:44 AM

To: Janice Williams &lt;janicew@darenc.com&gt;

Hi there!

By now you should have received our 3 nominees for the OBHMA Tourism Board appointment slots. Our order of preference would be as follows if possible:

- 1) Jamie Chisholm – President of OBHMA
- 2) Jarrod Rabatin
- 3) Lynsi Waddill

If you have any questions please feel free to email or call my cell at 252-423-0019.

Thank you!

Tonia Cohen, Secretary/Treasurer Outer Banks Hotel/Motel Association

**From:** Janice Williams [mailto:janicew@darenc.com]

**Sent:** Monday, October 08, 2018 2:21 PM

**To:** tonia@mindspring.com

**Subject:** Dare County Tourism Board Appointment

Your term as the Outer Banks Hotel Motel Association representative on the Dare County Tourism Board will expire in January, 2019. Members are allowed to serve two consecutive two year terms. You are not eligible to be reappointed.

The Dare County Board of Commissioners requests the Outer Banks Hotel Motel Association submit three (3) nominees to fill your organization's seat on the Tourism Board. Please have each nominee fill out the attached board application form. Please submit the names of your three (3) nominees and applications to me as soon as possible and not later than

December 13, 2018. This item will be placed on the January, 2019 agenda.

Thank you!

--

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 DARE County Tourism Board

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

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

Name JAMIE CHISHOLM

Address 525 WEST Landing DRIVE

City/State/Zip Kill Devil Hills NC 27949

Email Address Jamie.Chisholm@HILTON.com

Telephone Home: 252-305-9547

Business: 252-261-1290 ext 191

Resident of Dare County:  yes  no

Occupation: DIRECTOR OF SALES HILTON GARDEN INN

Business Address: 5353 N. Virginia Dare Trail

Educational background:

BA POLITICAL SCIENCE 1997 WASHINGTON  
\* JEFFERSON COLLEGE

Business and civic experience and skills:

\* 15 YEARS HOTEL SALES & MARKETING

\* 4 YEARS MOTOR COACH CREATOR / TOUR SALES & MARKETING

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

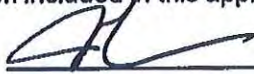
OBHMA President  
(OUTER BANKS HOTEL MOTEL ASSOCIATION)

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>Tonia Cohen</u>	<u>SALES Director</u>	<u>KDH</u>	<u>252 423 0019</u>
<u>Jeremy Miller</u>	<u>GM Hilton</u>	<u>Kitty Hawk</u>	<u>252 255 8169</u>
<u>Susan Anderson</u>	<u>Young Townes</u>	<u>Asheville</u>	<u>828-775-1771</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: 11/1/18 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 11-1-18

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 Dare County Tourism Board

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

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

Name Jarrod Rabatin

Address 104 West Seabreeze Lane # 26

City/State/Zip Nags Head, NC 27959

Email Address Jarrod@ramadainnagshead.com

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

Business: 252-441-2151

Resident of Dare County:  yes  no

Occupation: Director of Sales

Business Address: 1701 South Virginia Dare Trail Kill Devil Hills, NC 27948

Educational background:

Bachelor's degree from Penn State University  
in Recreation, Parks, Tourism and Management

Business and civic experience and skills:

Marketing skills include: IT Skills, organizational skills  
numeracy and analytical ability, also strong negotiation skills

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

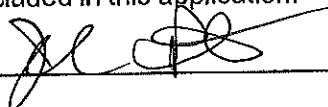
The Outer Banks Wedding Association  
Hotel/Motel Association

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>Brian Atwood</u>	<u>Norfolk Police officer</u>		<u>757-647-0041</u>
<u>Kevin Crum</u>	<u>GM of the Jordan Bridge</u>		<u>757-537-1027</u>
<u>Joe Patton</u>	<u>Construction of local homes</u>		<u>252-489-9537</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: 11/1/2018 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 11-5-18



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 Dare County Tourism Board - Hotel/Motel Association Rep.

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

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

Name Lynsi Maddill

Address 1322 US Highway 124

City/State/Zip Manteo, NC 27954

Email Address Lynsi.Maddill@hotelsobx.com

Telephone Home: 980 248 0276

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

Resident of Dare County:  yes  no

Occupation: Sales Manager

Business Address: 1601 S Virginia Dare Trail Kill Devil Hills, NC 27948

Educational background:

Bachelor of Science in Hospitality Management

Business and civic experience and skills:

2 years property management

4 years Customer Service experience

2 years Hotel management

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
Shannon Dougherty	Director of Sales	Nags Head, NC	(252) 564-2776
Lorrie Nichols	Operations Manager	Corolla, NC	(252) 207-4165
Leslie Daughtry	LSI Tools	Grandy, NC	(252) 599-0872

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

Date: 11/1/18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-2-18



Janice Williams <janicew@darenc.com>

---

## Tourism Board Representative

1 message

---

**Sheila Kane** <skane@southernshores-nc.gov>

Thu, Dec 13, 2018 at 4:30 PM

To: Janice Williams <janicew@darenc.com>

Janice,

The Southern Shores Town Council unanimously voted on 12/11/18 to have Mayor pro tem Chris Nason serve another term as the Southern Shores representative on the Dare County Tourism Board. Our two alternates nominations are Mayor Bennett and Councilman Conners.

I will be sending the three applications by separate email.

Thank you,

Sheila Kane, CMC, NCCMC

Town Clerk

Town of Southern Shores

[5375 N Virginia Dare Trail](#)

[Southern Shores, NC 27949](#)

(252) 261-2394 phone

(252) 255-0876 fax

[skane@southernshores-nc.gov](mailto:skane@southernshores-nc.gov)



1

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

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

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

Name Christopher K. Nason

Address 72 Trinitie Trail

City/State/Zip Southern Shores, NC, 27949

Email Address cnason@southernshores-nc.gov

Telephone Home: (252) 599-2996

Business: (252) 441-6767

Resident of Dare County:  yes  no

Occupation: Architect

Business Address: 2400 N. Croatan Hwy, KDH, NC, 27948

Educational background:

Bachelor of Arts - University of Pennsylvania

Master of Architecture - Rhode Island School of Design

Business and civic experience and skills:

Former Board Member AIA Eastern Section

Former Board Member Chocomaug Property Assn.

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

Town Council for Southern Shore

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
Tom Bennett	Mayor	5375 N. Va. Trail, SS, NC	(252) 261-2394
Leo Holland	Finance Dept	23 Spindrift Trail, SS, NC	(252) 256-2489
Peter Rasrop	Town Mgr.	5375 N. Va. Trail, SS, NC	(252) 261-2394

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: \_\_\_\_\_ Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 12-14-18

1

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

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

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

Name THOMAS BENNETT

Address 218 HILLCREST DR

City/State/Zip SO. SHORES, NC 27949

Email Address tbennette@southernshores-nc.gov

Telephone Home: 252 261 2511

Business: 252 619 5196

Resident of Dare County:  yes  no

Occupation: Manager, TOURS

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

Educational background:  
BA, LYNNHURST COLLEGE.

Business and civic experience and skills:  
BUSINESS OWNER - 32 YRS

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

Town of Southway Shores - Council

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
DAVID KOLE	- Police Chief		
PETER RALPH	- T/M	SOUTHWAY SHORES	
LEO HOLMAN	- Farmer	C/M	TOLLS

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: 12/03/18 Signature of applicant: Thomas M. Bennett

FOR OFFICE USE ONLY:

Date received: 12-14-18

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

DARE CO. TOURISM BD.

2<sup>nd</sup> choice

3<sup>rd</sup> choice

Name

JAMES M. CONNERS

Address

83 DUCK WOODS DR.

City/State/Zip

SOUTHERN SHORES, NC 27949

Email Address

lafingul@gmail.com

Telephone

Home:

Business:

252 202-1508

Resident of Dare County:

yes

no

Occupation:

LANDSCAPE ARCHITECT

Business Address:

P.O. BOX 2609, KHALIK, NC 27949

Educational background:

UNIV. GEORGIA - GRADUATED 1985

BACHELORS DEGREE IN LANDSCAPE ARCHITECTURE

Business and civic experience and skills:

33 YEARS LANDSCAPE ARCHITECT

PRES. SSHORES CIVIC ASSOC. (4 YRS ON THIS BOARD, 1 YR AS PRES.)

2 YRS AS ALTERNATE ON PLANNING BOARD HABITAT FOR HUMANITY (IN ATLANTA)

ROOM IN THE INN (@ ALL SAINTS CHURCH IN SSHORES)

MANY OTHER VOLUNTEER COMMITTEES



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

COUNCIL MEMBER, SOUTHERN SHORES  
ROOM IN THE INN - ALL SAINTS CHURCH

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
TOM BENNET	MAYOR SSHORES		261-4850
CHIEF KOLE	POLICE CHIEF SSHORES		261-4850
PETER RASCOE	TOWN MANAGER SSHORES		261-4850

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: DEC. 4, 2018 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 12-14-18

\* 5375 N. VA. DARE TRAIL  
SSHORES, NC 27949



Janice Williams &lt;janicew@darenc.com&gt;

---

**Tourist Bureau nominations from the Town of Manteo**

1 message

**Becky Breiholz** <breiholz@townofmanteo.com>

Tue, Nov 13, 2018 at 9:58 AM

To: Janice Williams &lt;janicew@darenc.com&gt;

Cc: "Kermit SKinner (skinner@townofmanteo.com)" &lt;skinner@townofmanteo.com&gt;, "Shannon Twiddy (twiddy@townofmanteo.com)" &lt;twiddy@townofmanteo.com&gt;

Attached are the 3 applications for the Tourist Bureau nominations for the Town of Manteo. Our Mayor Bobby Owens would like to be the Town's representative and re-appointed. Thank you.

----- Forwarded Message -----

**Subject:** Scanned from a Xerox Multifunction Device**Date:** Tue, 13 Nov 2018 09:22:25 -0500**From:** xeroxcopier@townofmanteo.com**Reply-To:** xeroxcopier@townofmanteo.com**To:** Breiholz, Becky <breiholz@townofmanteo.com>

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Device.

Attachment File Type: pdf, Multi-Page

Multifunction Device Location:

Device Name: Xerox7225

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

**Scanned from a Xerox Multifunction Device.pdf**

169K

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 Tourist Board Member

2<sup>nd</sup> choice Bobby Owens

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

Name \_\_\_\_\_

Address P.O. Box 505

City/State/Zip MANTEO, N.C. 27950

Email Address \_\_\_\_\_

Telephone Home: 252-473-2721

Business: 256-0618 Cell

Resident of Dare County:  yes  no

Occupation: RETIRED

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

Educational background:  
14 YRS

Business and civic experience and skills:  
VARIOUS RESTAURANT  
CIVIC  
POLITICAL

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

ABC.  
TOURIST BUREAU

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>JACK CAHON</u>	<u>RETIRED</u>	<u>MANTEO, N.C.</u>	<u>27954</u>
<u>MALCOLM FEARNE</u>	<u>VARIOUS BUSINESSES</u>	<u>MANTEO, N.C.</u>	<u>27954</u>
<u>TOD CRESSUP</u>	<u>PH. RICHARDS</u>	<u>MANTEO, N.C.</u>	<u>27954</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: 11/8/19 Signature of applicant: Robert V. Owen Jr.

FOR OFFICE USE ONLY:

Date received: 11-13-18

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 Tourist Board

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

3<sup>rd</sup> choice EDDIE MANN

Name \_\_\_\_\_

Address 417 US HWY 64

City/State/Zip MANTEO, NC 27954

Email Address MANN@TOWNOFMANTEO.COM

Telephone Home: 252-423-1215

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

Resident of Dare County:  yes  no

Occupation: POLICE OFFICER

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

Educational background: VERY LITTLE

Business and civic experience and skills: VERY LITTLE

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

Town of Manteo Commission

---

REFERENCES

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

Name	Business/Occupation	Address	Telephone

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

Date: 11/7/18 Signature of applicant: [Signature]

---

FOR OFFICE USE ONLY:

Date received: 11-13-18

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 Tourist Board

2<sup>nd</sup> choice Darrell Collins

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

Name Darrell Collins

Address P.O. Box 217

City/State/Zip Manteo NC 27954

Email Address darrellmcollins@earthlink.net

Telephone Home: 473-1722

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

Resident of Dare County:  yes  no

Occupation: Retired

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

Educational background:

College

Business and civic experience and skills:

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

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
------	---------------------	---------	-----------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Date: 11-7-18 Signature of applicant: *Doreen Bell*

FOR OFFICE USE ONLY:

Date received: 11-13-18





*Juvenile Crime Prevention Council*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

January 2019

**JUVENILE CRIME PREVENTION COUNCIL**  
**(Two Year Term)**

The Juvenile Crime Prevention Council has recommended Jennifer Alexander be appointed to fill the vacancy for the member of the Business Community.

The Juvenile Crime Prevention Council has recommended Melanie Gonzalez be appointed to fill the vacant student representative seat.

Applications have been received from:

Jennifer Alexander  
Shannon Brooks  
Lynette Ford  
Melanie Gonzalez  
Allen Moran

Other Members:  
See attached list

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

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

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

Name Jennifer Alexander

Address 116 Tall Pines Court

City/State/Zip Kill Devil Hills, NC 27948

Email Address jnicolealexander@yahoo.com

Telephone Home: 252-202-2777

Business: 252-202-2777

Resident of Dare County:  yes  no

Occupation: Licensed Clinical Social Worker

Business Address: 1825 West City Drive Elizabeth City, NC 27909

Educational background:

Bachelor of Arts, Virginia Tech 2000

Master of Social Work, Radford University 2002

Business and civic experience and skills:

Self-employed/psychotherapy practice 10/2005 to 9/2016. I am in regular attendance of Board of Education and Board of Commissioners Meetings and have spoke at both.

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

I am part of the leadership of Stronger NC-OBX  
and am the Colington precinct Chair for the  
Dare County Democratic Party. I'm also  
the Secretary for the First Flight Elementary School PTO

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
Bob Muller,	Retired	P.O. Box 547 Wags Head NC 27958	252-207-5287
Elizabeth Hoffmire	Social Worker	4610 S. Coble Wy. Wags Head, NC 27959	252-599-022
Jay Burrus,	Director Dare County Department of Public Health	109 Exeter St. Manteo, NC 27954	252-475-5511

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: 04-24-2017 Signature of applicant: Jennifer N. Alexander

FOR OFFICE USE ONLY:

Date received: 5/2/17

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 Juvenile Crime Prevention Council

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

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

Name Shannon Brooks

Address 104 Beck's Ct.

City/State/Zip Manteo, NC 27954

Email Address: sebrooks@ncsu.edu

Telephone Home: 252-475-0413

Business: 252-472-4290

Resident of Dare County:  yes  no

Occupation: Director of NC State Cooperative Extension

Business Address: 517 Budleigh St. Manteo, NC 27954

Educational background:  
BA Anthropolgy from Texas State Univeristy, MS Agricultural Education from Montana State University

Business and civic experience and skills:

I am currently the Director of Dare County's NC State Cooperative Extension that manages the Dare County 4-H program. Dare County 4-H youth participate in curriculum based out of school programing that is nationally recognized.

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

Dare County Master Gardener Volunteer Association - Advisor

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
Tim White,	Director of Public Services for Dare County		twhite@dare.com
Bonnie Bennett,	Program Coordinator of Friends of Youth	bbfoy@dare.com	<del>Handwritten</del>
Janice Tillett,	Retired, Manteo NC	janicetillett1@gmail.com	Com

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: 04/06/17 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

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

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

Name Lynette Ford

Address 104 Elsie Daniels Lane

City/State/Zip Manteo, NC 27954

Email Address fordly@daretolearn.org / Lynetteford5748@gmail.com

Telephone Home: (252) 305-5748

Business: (252) 449-7000 Ext 2466

Resident of Dare County:  yes  no

Occupation: History Teacher

Business Address: First Flight High School

Educational background:

B.A. History (LCSU), Associate Degree (Co Dare); Manteo High School Graduate

Business and civic experience and skills: FFHS TEACHER

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

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

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

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Paul Charon	Lost Colony Brewery	Manteo	(252) 305-3666
Virginia Tillett		Manteo	(252) 473-2753
Jane Midgett	school board receptionist	Manteo	(252) 473-8995

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

Date: 3/16/18 Signature of applicant: *Lynette Ford*

FOR OFFICE USE ONLY:

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



# Lynette Ford

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

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

## Summary

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

## Highlights

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

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

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

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

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

**WORK  
EXPERIENCE:**

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

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

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

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

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

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

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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 Juvenile Crime Prevention Council

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

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

Name Melanie Gonzalez

Address 1514 Village Lane

City/State/Zip Kill Devil Hills, NC, 27948

Email Address gonzalezme0906@daretolearn.org

Telephone Home: cell: (252)564-2427

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

Resident of Dare County:  yes  no

Occupation: Student

Business Address: 100 Veterans Drive, KDH, 27948

Educational background:

High School; grades k-11 completed

Business and civic experience and skills:

National Honor Society, SADD Club (president), Unity in Dance Club (Founder/President), AVID Club (Chairman of the

Alumni/Community Outreach Committee), and volunteer work. Gained communication, organization; leadership skills

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

National Honor Society, NC State SADD (Students Against Destructive Decisions) Student

Advisory Board, and Chairman of the AVID Club Alumni/Community Outreach Committee

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.

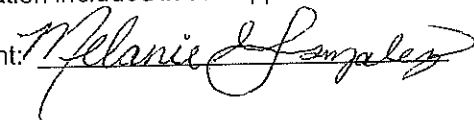
Name	Business/Occupation	Address	Telephone
Jennifer Bland;	Dare County Assistant DA,	1507 Village Lane;	(919)357-5700

Harriet Southerland; NC State SADD Administrator/NC Council for Women; 1518 Ben Lloyd Dr. Raleigh, NC 27604; (919)395-4099

Ricki Stewart; FFMS AVID teacher; 109 Veterans Drive; (863) 398-7526

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: Dec. 7, 2018

Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 12-18-18

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice Planning Board, Tourism Bd., Oregon Inlet Waterways Comm.  
2<sup>nd</sup> choice Juvenile Crime Prevention Council, Board of Adjustment  
3<sup>rd</sup> choice ABC Board, Roanoke Island Community Center Bd. <sup>Apptd 6/15</sup>  
Name: Allen Moran (Planning Board - District 1, At Large)  
Address: 381 Mother Vineyard Rd. Health & Human Services Bd.  
City/State/Zip Manteo, N.C. 27954

Telephone Home: (252) 423-1309  
Business: (252) 475-9222

Resident of Dare County:  yes  no

Occupation: Jail Administrator / Real Estate Agent

Business Address: 1044 Driftwood Dr. Manteo, N.C. 27954

Educational background:

N.C. Licensed Real Estate Broker, N.C. Justice Academy

Business and civic experience and skills:

Rotary International (Manteo) Board Member / Community Service Chair 2012

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

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

Expiration Date of Terms: \_\_\_\_\_

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Doug Doughite	Dare County Sheriff	962 Marshall C. Collins Dr.	252-216-9898
Bobby Owens	Ret. N.C. Utilities Commission	310 Agona St.	252-256-0668
Marc Basnight	Retired	169 Scuppernong Rd.	252-475-8093

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

Date: 12/12/2014 Signature of applicant: 

FOR OFFICE USE ONLY:

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

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

**JUVENILE CRIME PREVENTION COUNCIL**  
(Two Year Term)

**As outlined and funded by the Juvenile Justice Reform Act of 1998,  
the Juvenile Crime Prevention Council assumes responsibility for assessing  
needs, funding community-based alternatives for troubled youth who enter  
the courts, and supporting prevention programs.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Robert Trivette P.O. Box 888 Kitty Hawk, NC 27949 261-9727 (H), 305-3739 (O) (District Court Judge/Co. Comm. Appt.)	6/19	Apptd. 1/12 Reapptd. 6/13,15,17
Molly McGinnis 121 Fort Hugar Way Manteo, NC 27954 489-9405 Cell 489-7050 Work Cell mcginnismo@daretolearn.org (School Supt. or designee)	6/19	Apptd. 3/18
Vance Haskett P.O. Box 246 Manteo, NC 27954 473-2069 (Police Chief)	6/19	Apptd. 1/08 Reapptd. 7/09,11,13,15, 17
Gail Hutchison 6115 Hwy 64 Manns Harbor, NC 27953 252-216-8337 (Local Sheriff or designee)	6/19	Apptd. 6/13 Reapptd. 6/15, 17
Jennifer Karpowicz P.O. Box 1276 Manteo, NC 27954 919-357-5700 (Asst. Dist. Atty. or designee)	6/19	Apptd. 7/09 Reapptd. 6/11,13,15,17
Edward Hall, Jr. Chief Court Counselor, District 1 1305 McPherson Street Elizabeth City, NC 27909 252-331-4759 (O) Edward.hall@ncdps.gov (Chief Court Counselor or designee)	6/19	Apptd. 6/18



Keith Letchworth 1708 E. Arlingto Blvd. Greenville, NC 27834 252-347-6365 (Director AMH/DD /SA or designee)	6/19	Apptd. 1/16, 6/17
Bonnie Bennett, Treas. P.O. Box 1000 Manteo, NC 27954 475-5753 (County Manager or designee)	6/19	Apptd. 1/99 Reapptd. 1/01 Reapptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15,17
Melinda Mogowski P.O. Box 3707 Kill Devil Hills, NC 27948 441-3536 (Substance Abuse Professional)	6/20	Apptd. 1/99 Reapptd. 1/01 Reapptd. 1/03 Reapptd. 10/04,06,08 6/10,12,14,16, 18
Stephen Wescott P.O. Box 2148 Manteo, NC 27954 216-6358 (Member of Faith Community)	6/20	Apptd. 11/11 Reapptd. 6/12,14,16 6/18
Steve House 288 N. Dogwood Trail PO Box 1093 Southern Shores, NC 27949 216-8985 cell; 305-9258 home Steve.house@darenc.com (County Commissioner)	6/19	Apptd. 6/17
Pat Hudspeth, <b>CH</b> 5200 Pine Hill Lane Kitty Hawk, NC 27949 252-473-3484 (Juvenile Defense Attorney)	6/19	Apptd. 3/08 Reapptd. /09,11,13,15 17
Richard J.Martin P.O. Box 1878 Manteo, NC 27954 473-1957 (At Large)	6/19	Apptd. 1/99 Reapptd. 6/13,15,17
<b>(Vacant)</b> (Member of Business Community)	6/20	
<b>(Vacant)</b> (Student Representative)	6/19	
Michael Lewis P.O. Box 1490 Manteo, NC 27954 252-216-5257 (H) 252-473-5121 (Rep. United Way/other Non-profit)	6/20	Apptd. 2/16 Rapptd. 6/16, 18

<p>Laura Twichell  P.O. Box 2311  Manteo, NC 27954  315-345-6464  (At Large)</p>	<p>6/19</p>	<p>Apptd. 6/15  Reapptd 6/17</p>
<p>Jay Burrus  P.O. Box 669  Manteo, NC 27954  475-5500  (Director-Health &amp; Human Services)</p>	<p>6/19</p>	<p>Apptd. 1/03  Reapptd. 10/04,05,07  09,11,13,15, 17</p>
<p>Katherine Irby  P.O. Box 1000  Manteo, NC 27954  473-4290  (4-H/SOS-At Larg.)</p>	<p>6/19</p>	<p>Apptd. 1/03  Reapptd. 10/04,05,07  09,11,13,15, 17</p>
<p>Lionel Ray Robinson  309 Sir Walter Raleigh Street  Manteo, NC 27954  336-580-9096 (H)  Ray@OBXSE.org  (At Large)</p>	<p>6/19</p>	<p>Apptd. 6/17</p>
<p>Tim White  P.O. Box 1000  Manteo, NC 27954  475-5916  (Director, Parks &amp; Rec.)</p>	<p>6/20</p>	<p>Apptd. 6/08  Reapptd.6/10,12,14,16  6/18</p>
<p>Ryan Henderson  2615 Anchor Lane  Nags Head, NC 27959  252-573-8373  At Large</p>	<p>6/19</p>	<p>Apptd. 1/16  Reapptd. 6/17</p>
<p>Nancy Griffin  94 Skyco Rd.  Manteo, NC 27954  423-1781  (At Large)</p>	<p>6/19</p>	<p>Apptd. 6/15  Reapptd. 6/17</p>
<p>Marsha Ribner-Cady  103 Weir Point Dr.  Manteo, NC 27954  252-473-3094(At Large)</p>	<p>6/20</p>	<p>Apptd. 6/10  Reapptd. 6/12,14,16  6/18</p>
<p>Mollee Sinks  230 Wax Myrtle Trail  Kitty Hawk, NC 27949  252-207-0544 – home  252-305-3891 – cell  Sinksmo0128@daretolearn.org  (Youth Rep. under age 18)</p>	<p>6/19</p>	<p>Apptd. 09/17</p>

Josh Houston  
1274 Burnside Road  
Manteo, NC 27954  
473-7546 (Josh's Cell), 423-0619 (John's Cell)  
Houstonjo0911@daretolearn.org  
(Youth Rep. under age 18)

6/20

Apptd. 11/17  
Reapptd. 6/18

**NOTES:**

**MEETING INFO. - 2<sup>nd</sup> Tues. each month at 12:30 p.m., Rm. 238, Admin. Bldg.**

**CONTACT INFO:** Bonnie Bennett, Friends of Youth  
Jay Burrus, Dept. of Health & Human Services Director  
Pat Hudspeth, Chair

**MEMBERS COMPENSATED:** No

Doug Oberbeck replaced Dave Cheesman 7/07.  
Tom Waite replaced Tim Hill 7/07.  
Jane Midgett replaced Betty Selby 7/07.  
Renee Welch replaced Amy Wells 7/07.  
Richard Martin replaced DuWayne Gibbs 7/07.  
Katie Lee and Kasey Rollinson filled vacant youth rep. positions 11/07.  
Vance Haskett appointed to fill unexpired term of Francis D'Ambra 1/08.  
Winfield Bevins replaced Jim Southern 6/08.  
Tim White replaced Cliff Ogburn 6/08.  
Sarah Massey filled unexpired term of Tom Waite 10/08.  
Tom Williamson filled unexpired term of Jane Midgett 12/08.  
Melinda Maher filled unexpired term of Renee Welch 12/08.  
Sara Gist filled vacant at large student rep 12/08.  
Richard Martin replaced Nancy Griffin 7/09.  
Jennifer Karpowicz replaced Kimberly Pellini 7/09.  
Kevin Brunk filled unexpired term of Winfield Bevins 7/09.  
Lora Vann filled unexpired Sarah Massey 11/09.  
Lora Gilreath filled unexpired term of Cole Beasley 6/10.  
Marsha Ribner-Cady filled vacant at large seat 6/10.  
Ron Bennett appointed to fill unexpired term of Eddie Lynch 1/11.  
Tripp Hobbs replaced Richard Martin 6/11.  
Jeff Deringer replaced Doug Oberbeck 6/11.  
Richard Martin replaced Edgar Barnes 6/11.  
Lynette Ford replaced Thomas Williamson 6/11.  
Tony Gray replaced Melinda Maher 6/11.  
Sheila Davies filled unexpired term of Tony Gray 11/11.  
Stephen Wescott filled unexpired term of Kevin Brunk 11/11.  
Kara Rap filled unexpired term of Elise Quidley 11/11.  
Wes Rawles filled unexpired term of David Spruill 11/11.  
Matthew Schofield filled unexpired term of Lynette Ford 6/12.  
Natalie Evans filled unexpired term of Matthew Schofield 2/13.  
Malinda Lathan filled unexpired term of Shelia Davies 2/13.  
Teresa Twyne filled unexpired term of Tripp Hobbs 10/13.  
Bobbie Lowe filled unexpired term of Sarah Massey 4/14.  
Adam Leggett filled unexpired term of Bobbie Lowe 12/14.

Margaret Umphlett filled unexpired term of Virginia Tillett 12/14.  
Appointment for Health Department combined with appointment for Social Services, (Health and Human Services) 2014.  
Laura Twichell replaced Natalie Evans 6/15.  
Nancy Griffin replaced Lora Gilreath 6/15.  
Alejandra Monica-Sanchez appointed to fill unexpired term of Austin Banks 11/15.  
Joshua Tolson appointed to fill unexpired term of Abby Haywood 11/15.  
John Gardner filled unexpired term of Ron Bennett 1/16.  
Keith Letchworth filled unexpired term of Adam Leggett 1/16.  
Ryan Henderson filled vacant, at large seat 1/16.  
Michael Lewis filled unexpired term of Lynn Bryant 2/16.  
LaQreshia Bates-Harley filled unexpired term of Sherri Ellington 6/16.  
Lionel Ray Robinson replaced Malinda Lathan 6/17  
Steve House replaced Margaret Umphlett 6/17  
Mollee Sinks appointed to fill unexpired term of Alejandra Monica-Sanchez 9/17  
Josh Houston appointed to fill unexpired term of Joshua Tolson 11/17  
Molly McGinnis appointed to fill unexpired term of Teresa Twyne 3/18  
John Gardner did not want to be reappointed, his replacement was deferred to later 6/18  
Edward Hall, Jr. filled unexpired term of LaQreshia Bates-Harley 6/18

**REVISED 6/18**



*Nursing Home Community Advisory Council*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

January 2019

**BOARD APPOINTMENT**

**NURSING HOME COMMUNITY ADVISORY COUNCIL**

(Three Year Term)

The Nursing Home Community Advisory Council serves as an advocate through monitoring of care and resolution of grievances of nursing home patients or their families. The Council meets when needed.

The following Terms expire this month:

Mary Jernigan

(Current Term 1/16-1/19)

(Originally Apptd. 1/16)

Melissa McCarter

(Current Term 6/16-1/19)

(Originally Apptd. 6/16)

Both would like to be reappointed.

Other Members:

See attached list

**NURSING HOME COMMUNITY ADVISORY COUNCIL**  
 (One Year Term, Three Year if reappointed)

Nursing Home Advisory Councils were established to maintain the intent of the Nursing Home and Adult Care Home Resident Bill of Rights within nursing homes and adult care homes across the state. The Committee promotes community involvement and cooperation to ensure quality of care for older adults. The Council is responsible for advising the County Commissioners of the general conditions that exist in Dare County's long term care facilities.

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Jim Tobin ( <b>Ex-Officio</b> ) 6951 Pecan Lane PO Box 243 Manns Harbor, NC 27953 Jim.tobin@darenc.com 216-7732	1-21	Apptd 6-17 Reapptd. 1-18
Melissa McCarter 3102 Columbia St. Kill Devil Hills NC 27948 252-423-0654	1-19	Apptd. 6-16
Mary F. Pendill 129 Dogwood Circle Manteo, NC 27954 obxmamap@hotmail.com 252-473-3589 (home) 252-423-0757 (cell)	9-19	Apptd. 9-18
Linda Putnam 972 Burnside Rd. Manteo, NC 27954 473-2669	9-19	Apptd. 10-14 Reapptd. 9-16
Mary Jernigan P.O. Box 345 Kill Devil Hills, NC 27948 252-305-1005	1-19	Apptd. 1-16
Pamela "Susie" Walters 415 W. Raceview Court PO Box 1075 Nags Head, NC 27959 <a href="mailto:pswalters@earthlink.net">pswalters@earthlink.net</a> 252-441-9218 – home 252-207-5846 - business	9-19	Apptd. 9-18

**NOTES:**

**MEETING INFO:** Quarterly, 10:00 a.m. at the Baum Center

**CONTACT INFO:**

**MEMBERS COMPENSATED: No**

**WHEN APPOINTMENTS ARE MADE:**

NOTIFY: Brandi Jordan, Regional LTC Ombudsman  
The Albemarle Commission  
P.O. Box 646, Hertford, NC 27944  
252-426-5753, ext. 225  
252-426-8482 (fax)

**The Nursing Home Community Advisory Committee acts as a liaison between the Albemarle Commission and Peak Resources Nursing Home.**

Marjorie Lane, Ombudsman of the Albemarle Commission called to ask for a copy of Mr. Russell Langley's letter of resignation from the Nursing Home Advisory Committee. Ms. Lane said that by law only five members from Dare County should be on the Board. She recommended not replacing Mr. Langley since there were five members after his resignation. She also advised that law provides that one of the members is to be an individual recommended by the Nursing Home. She asked that the next time a term is due to expire, this slot be filled by such a person.

Dorothy Meers replaced Polly Bernd 9/90.  
Dawn Gibbs replaced Alice Basnight 4/91.  
Roy Riddick appointed to fill unexpired term of Emma Cannady. He can only be appointed for 1 year since this is his first appointment. His term will expire 1/94.  
Liz Ann Creef appointed to fill seat left vacant by Dorothy Meers 1/95. Ms. Creef's term will expire 9/95.  
Liz Ann Creef reappointed in 9/95 but later declined. Mary Hall appointed to fill her unexpired term 11/95.  
Helen Beshens replaced Dawn Gibbs 1/97.  
Lib Fearing replaced Dawn Gibbs 1/97.  
Comm. Hassell replaced Roy Riddick. Her term will expire 1/97.  
Louise Gray replaced Katherine McKimmey on 3/97.  
Lovey Moore replaced Helen Beshens 6/97. Mrs. Beshens could not serve due to a family member being a resident at Britthaven.  
Eleanor Meekins replaced Lib Fearing 6/97. Mrs. Fearing could not serve due to a family member being a resident of Britthaven.  
Comm. Anna Sadler replaced Shirley Hassell 1/99.  
Mary Conway replaced Lovie Moore 12/00.  
Renee Cahoon filled unexpired term of Anna Sadler 1/01.  
Joann Williams replaced Louise Gray 3/01.  
Peggy Thank filled unexpired term of Mary Hall 5/01.  
Lib Fearing apptd. to fill unexpired term of Joann Williams 9/03.  
Kaye White apptd. to fill unexpired term of Renee Cahoon 9/03. Renee Cahoon can only serve as an ex-officio member and not as an active voting member of the board according to NCGS.  
Dell Collins replaced Mary Conway 1/05.  
Gail Sonesso replaced Patricia Schwartz 1/05.  
Virginia Tillett replaced Renee Cahoon 1/05.  
Cyrithia Kalongi replaced Dell Collins 1/06.  
Frank Hester filled unexpired term of Peggy Thank 5/07.  
Jackie Wenberg replaced Gail Sonesso 2/08.  
Steve Jennette filled unexpired term of Jackie Wenberg 11/08.  
Appollonia (Bella) Reber filled unexpired term of Frank Hester 9/09.  
Phelpie Edmondson filled unexpired term of Steve Jennette 9/09.



Roger Barnett appointed to fill unexpired term of Phelpie Edmondson 4/10.  
Janet Jordan replaced Kaye White 1/11.  
Laurie Worsley apptd. to fill vacancy left by Lib Fearing 6/11.  
Anita Edwards apptd. To fill unexpired term of Laurie Worsley who could not continue to serve due to a conflict 8/11.  
Comm. Wally Overman filled unexpired term of Virginia Tillett 10/13.  
Linda Putnam appointed to fill unexpired term of Appollonia Reber 10/14.  
Margarette Umphlett replaced Wally Overman 1/15.  
Mary Jernigan replaced Roger Barnett 1/16.  
Melissa McCarter filled unexpired term of Janet Jordan 7/16.  
Diannalea Knight filled unexpired term of Anita Edwards 12/16.  
Jim Tobin filled unexpired term of Margarette Umphlett 6/17  
On February 19, 2018 Cyrithia Kalonji and Diannalea Knight were removed from the Committee after Dare County received official notification from the State of North Carolina that they were not eligible for continued service based upon not completing the training requirements that are mandated by the NC General Statutes;  
On March 5, 2018 the Board recommended that the applications of Richard Burris and Susie Walters be forwarded to the Ombudsman to undergo training required by the NC General Statutes prior to their names being submitted to the Board of Commissioners at a future date for formal appointment to the committee  
Pamela "Susie" Walters appointed by DCBC – 9/18  
Mary F. Pendill appointed by DCBC – 9/18

**REVISED 9/18**



*Older Adult Services Advisory Council*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

January 2019

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

The following has resigned from the Board:

**David Faudie**  
**(Adult Services Rep.)**  
(Current Term 11/17 - 11/21)  
(Originally Apptd. 11/14)

An Application has been received from Kenneth Bukantas.

The Older Adult Services Advisory Council recommends that  
Kenneth Bukantas be appointed to replace David Faudie.

Other Members:  
See attached list



Debbie Monday <debbie.monday@darenc.com>

---

## DCOAS Advisory Board Position

1 message

---

David Faudie <dfaudie@yahoo.com>

Tue, Dec 4, 2018 at 8:35 PM

To: "brandiwh@darenc.com" <brandiwh@darenc.com>, debbie.monday@darenc.com

Dear Brandi,

Due to my current physical limitations and my up coming back/neck operation and unknown recovery time I must relinquish my position on the DCOAS Advisory Board as of today.

Sincerely  
David G Faudie

### 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 VA Advisory (VETS)

2<sup>nd</sup> choice SENIOR Advisory Board

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

Name KENNETH BUKANTAS

Address 288 WAY MYRTLE TR

City/State/Zip SOUTHERN SHOLES, NC 27949

Email Address Kenbukantas@outlook.com

Telephone Home: 252 2617322

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

Resident of Dare County:  yes  no

Occupation: Retired Accountant

Business Address: N/A

Educational background:

8 yr USAF for military experience  
Enrolled Agent - IRS Tax

Business and civic experience and skills:

Business owner - Accounting Practice  
for 30 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
Jack Shea			261 4158
Wally Overman			216 6042
Carole Wazvecki			207 6776

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

Date: 11/1/18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-2-18

**OLDER ADULT SERVICES ADVISORY COUNCIL**

(Four Year Term)

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

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Linda Lengyel P.O. Box 211 Hatteras, NC 27943 937-623-3258 North Hatteras Island Area	11-22	Apptd. 3/13 Reapptd. 11/14, 18
Mary Pendill 129 Dogwood Circle Manteo, NC 27954 252-423-0757 (Cell), 252-473-3589 (H) -Manteo Area	11-22	Apptd. 11/14 Reapptd. 11/18
Cynthia Harris, Chair. 92 S. Dogwood Trail Southern Shores, NC 27949 703-402-6288 South Beach Area	11-21	Apptd. 11/15 Reapptd 11/17
Melissa Turnage 108 Rhodoms Dr. Kill Devil Hills, NC 27948 256-0026 (H) 475-5585 (O) Social Services Rep.	11-22	Apptd. 12-16 Reapptd. 11/18
Lynne Bloomfield, Vice Chair. 5024 Lindbergh Ave. Kitty Hawk, NC 27949 261-8937 (H) lrbloomfieldkhnc@charter.net Adult Services Rep.	11-19	Apptd. 11/14 Reapptd. 11/15
David Faudie 240 Wax Myrtle Trail Southern Shores, NC 27949 255-5875 (H) Adult Services Rep.	11-21	Apptd. 11/14 Reapptd 11/17

Paulette Prodanchek 46 Mistletoe Lane Kitty Hawk, NC 27949 261-0676 North Beach Area	11-21	Apptd. 4-05 Reapptd. 11-05,09,13,17
Vacant Mainland Area	11-17	Apptd. 11/15
Claudia Hennessey P.O. Box 740 Avon, NC 27915 995-6662 Wanchese Area	11-21	Apptd. 11/15 Reapptd. 11/17
John Clark 216 Harbour Rd. Kill Devil Hills, NC 27948 715-0284 Central Beach Area	11-20	Apptd. 11/16
Jim Tobin 6951 Pecan Lane PO Box 243 Manns Harbor, NC 27953 Jim.tobin@darenc.com 216-7732 DC Commissioner	1-21	Apptd 6/17

**NOTE:**

**MEETING INFO:** 2<sup>nd</sup> Wednesday, 10:00 a.m., except June, July, Aug. Meetings rotates between Baum Center, Dare Center and Fessenden Center

**CONTACT INFO:** Cindy Harris, Chair  
Lynne Bloomfield, Vice Chair  
Brandi Rheubottom, Dir., Baum Center

**MEMBERS COMPENSATED:** No

Commissioner Byrd replaced Commissioner Perry 9/97.  
Walter Parker replaced Herb Barr 11/97.  
Josephine Fessler replaced Lovie Midgett 11/97.  
Alpean Midgett apptd. to fill unexpired term of Louise Rossiter who resigned 11/97.  
Henry Haywood apptd. to fill unexpired term Marge Keys 3/99.



Edna P. Fehrmann apptd. to fill unexpired term of Marge Keys 3/99.  
Kathy Crowder replaced Jimmy Williams 11/99.  
Marjorie Midgett replaced Roy Midgett 11/99.  
Grace Fruit replaced Edna Fehrmann 10/00.  
Cheryl Byrd's appt. tabled til 12/18/00.  
Geneva H. Perry filled unexpired term of Comm. Cheryl Byrd 1/01.  
Lovie Midgett apptd. to fill unexpired term of Alpean Midgett 4/01.  
Shirley Venente replaced Walter Parker 1/02.  
Barbara Brenner replaced Josephine Fessler 1/02.  
Mary Conway replaced Dell Collins 1/03.  
Jonna Midgett replaced Sue Judge 1/03.  
Virginia Tillett filled unexpired term of outgoing Comm. Geneva Perry 2/03.  
Joe Rongo replaced "Fritz" Winfree 11/03.  
Annie Rose Wells filled unexpired term of Gee Fruit 3/04.  
Paulette Prodanchek filled unexpired term of Barbara Brenner 4/05.  
Lynda Hester filled unexpired term of Mary Conway 4/07.  
Lynn Thomas filled unexpired term of Joe Rongo 8/07.  
Georgia Ellis filled unexpired term of Annie Rose Wells 8/07.  
Judith Link filled unexpired term of Shirley Venente 5/08.  
Steve Jennette filled unexpired term of Lovie Midgett 12/08. Gisele Mead filled unexpired term of Lynda Hester 1/09.  
Linda Lenguel filled unexpired term of Steve Jennette 3/04.  
Lynn Bloomfield filled unexpired term of Julia Haywood 11/14.  
David Faudie filled unexpired term of Betse Kelly 11/14.  
Margaret Umphlett filled unexpired term of Virginia Tillett 12/14.  
\*\*\*11/2/15 – Cynthia Harris apptd. to South Beach seat, Sandra Clark to Mainland seat and Claudia Hennessey apptd. to Wanchese seat for two year terms. There were no applications from these designated areas, so appointments were made from applications that were on hand.  
John Clark replaced Georgia Ellis 11/16.  
Melissa Turnage filled unexpired term of Jonna Midgett 12/16.  
Jim Tobin appointed to fill unexpired term of Margaret Umphlett 6/17  
Sandra Clark did not want to be reappointed 11/17

**REVISED 11 /18**



*Upcoming Board Appointments*

**Description**

The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager

## Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on Advisory Boards and Committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees that have terms expiring during the next 3 months. The list highlights when the item will be presented to the Board of Commissioners along with any special requirements that may pertain to the appointment.

Information about how to obtain and submit applications follows the list.

### February 2019

1. Aging Advisory Council

The Area Agency on Aging is the organization mandated under the provisions of the Older American's Act of 1965 to work on behalf of older adults and their caregivers in Region R. It is the Agency's mission to empower senior adults to enhance their quality of life through training, education, mediation, advocacy and coordination of services. The Council advocates on behalf of the senior population in their counties by reviewing and commenting on the laws, policies, actions and programs that affect older adults. 2 terms expiring

2. Planning Board

The Planning Board meets to review and recommend action on land use and development plans and issues for the unincorporated areas of Dare County. 2 terms expiring

3. Senior Tar Heel Legislature Delegates

The Senior Tar Heel Legislature was created by the State Legislature to provide information to senior citizens on the legislative process and matters being considered by the North Carolina General Assembly. Delegates from all 100 counties serve on committees and meet with the Governor and are a spokesperson for the county they represent. Position requires the ability to keep the County Commissioners informed of the Senior Tar Heel Legislative Agenda and to report to other seniors and groups regarding advocacy activities. 2 terms expiring

### March 2019

1. Parks and Recreation Advisory Council

The Advisory Council reviews and advises the Department of Parks and Recreation in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County. 1 term expiring

### April 2019

1. Airport Authority

The mission of the Dare County Airport Authority is to manage the operation, maintenance and improvement of air services and facilities for the use, convenience, and benefit of the air traveling public. 1 term expiring

2. Manns Harbor Marina Commission

The Manns Harbor Marina Commission is a seven-member group representing recreational, commercial and local interests for the self-governing mutual purpose Manns Harbor Marina. The Commission meets six times per year and reports directly to the Dare County Board of Commissioners. 4 terms expiring

**-----Instructions for Obtaining and Submitting Applications-----**

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website, or by calling Janice Williams at 475-5800.

**COMMISSIONERS' BUSINESS**

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