



COUNTY OF DARE
PO Box 1000, Manteo, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Monday, October 02, 2017

“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 Pin
- ITEM 3** Employee of the Month
- ITEM 4** Public Comments
- ITEM 5** Proclamation - Outer Banks Marathon Weekend
- ITEM 6** Outer Banks Hospital - Employee Wellness Program Presentation
- ITEM 7** Consent Agenda
1. Approval of Minutes (09.18.17)
 2. Amend Capital Project Ordinance - Towns' Beach Nourishment Project for Town of Kitty Hawk
 3. Amend Capital Project Ordinance - Outer Banks Scenic Byway Project FY2013 (Wayshowing)
 4. Agreement for Protection, Development and Improvement of Forest Land in Dare County
 5. Capital Project Ordinance - Salvo Community Cemetery FY2018
 6. Budget Amendment for Derivatives Lawsuit Settlement Revenue
 7. Convenience Center Commingled Recycling Collection Grant
 8. Budget Amendment - Information Technology/GIS
 9. Report on Budget Actions for FY2018 CIP
 10. Tax Collector's Report
- ITEM 8** Board Appointments
1. Dare County Transportation Advisory Board
 2. Upcoming Board Appointments
- ITEM 9** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 5:00 P.M. ON OCTOBER 16, 2017



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 Pin - October 2017

Description

The following employee is scheduled to receive a service pin this month:

Joshua Coltrain, Environmental Health Specialist, 10 Year Pin

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

October 2, 2017

Presentation of County Service Pin

1. **Joshua Coltrain**, Environmental Health Specialist, 10 Year Pin
-Presented by Jack Flythe



Employee of the Month

Description

The Employee of the Month certificate will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Comments

Description

The Board of Commissioners will provide time on the agenda for Public Comments. Each regularly scheduled meeting begins with an opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern.

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

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

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Proclamation - Outer Banks Marathon Weekend

Description

Outer Banks Sporting Events (OBSE) conducts activities throughout the year to benefit the Dare Education Foundation and the Outer Banks Relief Foundation. In November, Dare County will once again host the popular Outer Banks Marathon conducted by OBSE.

Attached is a Proclamation officially designating the second weekend in November as Outer Banks Marathon Weekend on the Outer Banks.

Board Action Requested

Issue Proclamation

Item Presenter

Ray Robinson, Executive Director



PROCLAMATION
OUTER BANKS MARATHON WEEKEND

WHEREAS, more than 30,000 visitors come to the Outer Banks of North Carolina each year to participate in events hosted by Outer Banks Sporting Events (OBSE). Athletes and spectators alike travel from all fifty states and twelve countries to attend the Outer Banks Marathon, Outer Banks Triathlon, Storm the Beach, Running of the Leprechauns and Flying Pirate.

WHEREAS, the mission of Outer Banks Sporting Events is to organize and promote sports competition and healthy living lifestyle choices, provide financial support for needed relief and public education while contributing to the economic impact for the Outer Banks of North Carolina; and

WHEREAS, Outer Banks Sporting Events is a 501c3 nonprofit organization. OBSE donates 100% of net proceeds to the Dare Education Foundation which works to maximize student potential by providing resources to students and teachers in Dare County schools and the Outer Banks Relief Foundation which provides financial assistance to families in crisis. OBSE is proud to help improve the quality of life for Dare County citizens through support of these two foundations. In addition, OBSE brings positive economic impact throughout Dare County by increasing tourism during the shoulder seasons thereby helping stimulate local business including hotel, motel, vacation rental homes, restaurants and shopping; and

WHEREAS, the members of the Board of Directors, John Gillam, III (Chairman), Ken Wells, Patty McKenna, Laurie Graham, Tim Cafferty, Richard Martin, David Twiddy, Jimbo Ward, Jim Kranda, Elisabeth Silverthorne and Ray Robinson (Executive Director) announce the organizations' \$50 million impact to Dare County.

NOW THEREFORE, the Dare County Board of Commissioners hereby proclaims that the second weekend of November is officially the Outer Banks Marathon Weekend on the Outer Banks and welcomes all of the event participants to Dare County, North Carolina.

This the 2nd day of October 2017.

Dare County Board of Commissioners

By: Robert Woodard, Chairman

Attest: Gary Gross, Clerk to the Board



Outer Banks Hospital - Employee Wellness Program Presentation

Description

It has been one year since Dare County started the Employee Wellness Clinic. The clinic has been very well received and widely used by current full time, benefit eligible employees. It is recommended that the Employee Wellness Clinic be extended to others on Dare County's medical insurance. The additional participants would be retirees and spouses on the active MedCost insurance plan (under the age of 65) and spouses of current active employees.

Board Action Requested

To approve the updated Employee Wellness Clinic contract to include retirees and spouses on the active MedCost insurance plan (under the age of 65) and spouses of current active employees.

Item Presenter

The Outer Banks Hospital, Employee Wellness Clinic Staff



MEDICAL PLAN UPDATE

Plan Performance/Health Initiatives



October 2, 2017



Discussion Items:

- 2016 – 2017 Plan Performance
- Risk Score
- Outer Banks Hospital Services
- Biometric Results
- Keys to Success
- Cost Savings and Outreach
- Proposed Changes
- Future Considerations



Financial:

- For the 2016 – 2017 Plan Year, the Plan trended down 2% and was in a positive financial position.
- There was no change in the 2017 – 2018 Budgeted Rates.
- 2017 – 2018 is continuing for the first couple of months.
- Emergency Room: 8% reduction in ER encounters and 11% reduction in ER cost year-over-year for employees.
- 15% reduction in the number of employees with avoidable ER encounters
- 67% reduction in the number of employees with avoidable urgent care encounters



- Inpatient medical admissions: 5% decrease in inpatient medical admissions for employees

Predicted Cost:

For the employees with continuous enrollment across the 24-month period:

- The actual Milliman Adjusted Risk (MARA) score as of 8.31.17 was **0.4 points lower** than the predicted MARA risk score from the prior year.
- This indicator shows that this **employee population migrated to a lower level of risk** in the most recent 12 months
- The MARA predicted cost for the 12 month period 9.1.16 – 8.31.17 came in **better than expected.**



Our Mission

To enhance the quality of life for the residents and visitors of Dare County and the surrounding region by promoting wellness and providing the highest quality healthcare services.

Our Commitment

- Our Community
- Population Health
- Build Consumer Confidence
- Provide Care Locally





Our Team

- Amy Montgomery, Senior Administrator of Operations Direction and Oversight
- Sarah Kershner, Wellness & Occupational Health Service Line Leader
- Marielle Silk, Mid-level Provider, Wellness and Convenience Care
- Alison Carras, Wellness Assistant
- Denise DePedro, Duke Trained Health Coach





Dare County Wellness Program:

- Prevention and Wellness
- Convenience Care
- Occupational Health
- Health Coaching
- Community Resources and Support
- Outreach and Education





Biometric Screening Modifications

- Health Education/Disease Prevention Driven
- Screenings Extended 2 days
- 628 out of 683 employees participated (92%)
- Screenings were performed in Buxton, Kill Devil Hills and Manteo for convenience to employees
- One on One Attention
- Each Employee with Identified Risk Factors based on biometric screening results met with Clinic Provider or Health Coach Face to Face that day.
- Partnered with DC Health Department during screening
- 40 Employees Signed up for Prevent T2 Program
- 8 Employees Signed up for Diabetes Education Program
- Goal is to reduce/prevent Type 2 Diabetes





Participant Feedback

- Overall speed and time it took of the health screening was better and more efficient, very well organized. (32 responses)
- Friendly staff who answered questions and gave quality feedback. (29 responses)
- Meeting one on one with Marielle and Denise to discuss areas of concern. Having the Health Dept. available with info on the Pre-Diabetes classes





Biometrics:

- Out of the 628 members who had a biometric screening in 2017, 537 members also had a screening in 2016 so we can trend some of the biometrics.
- Cholesterol: 130 members had high cholesterol in 2016. 23 of these members (**18%**) **no longer have high cholesterol** in 2017.
 - Total cholesterol: For members with high cholesterol, total cholesterol decreased by 143 points overall or an average of 1.1 points per person.
 - HDL: For members with high cholesterol, HDL **increased** by 217 points overall or an average of 1.6 points per person.
 - LDL: For members with high cholesterol, LDL **decreased** by 482 points overall or an average of 4.2 points per person.



Biometrics:

- Weight: 293.3 pounds was lost by the 537 members with biometrics in both years. 272 members maintained or lost weight (an average of 8 pounds per person who lost weight).
 - BMI: 266 members **maintained or improved** BMI (an average of 1.2 point improvement per member).
 - Waist: 217 members **maintained or improved** waist size (an average of 1.5 inches per person).
- Hypertension: 163 members had high blood pressure in 2016. 10 of these members (6%) no longer have high blood pressure in 2017.
 - Systolic blood pressure: 306 members **experienced decreases** with an average decrease of 10 points per person.
 - Diastolic blood pressure: 317 members **experienced decreases** with an average decrease of 5 points per person.



Biometrics:

- Diabetes: 38 members had diabetes in 2016. 4 of these members (11%) no longer have diabetes in 2017.
 - A1c: For members with diabetes, A1c **decreased** an average of 0.4 points per person.
- Tobacco: 77 members were tobacco users in 2016. 11 of these members (14%) no longer use tobacco in 2017.



Keys To Success

- The Right Provider
- Employee Buy-in & Motivation
- Good Data
- Consistent Case Management
- Relationship with County Human Resources
- Integration of Services



Key Stats

- Clinic Opened September 26, 2016
- Clinic Available to Full Time Benefitted Employees only; 683 eligible
- Total Visits: 1,002 (Sept 16 - August 17)
- Employees Participating in Health Coaching: 40
- Employees Receiving Health Coaching that have decreased risk factors: 9



Cost Savings

- Decrease in Emergency Department visits
 - 48 less ED visits from clinic opening in October 16 until May 17.
- **Over \$5000 in savings during Biometric Screening.**
 - Savings came from Wellness Contract Pricing and Local Staff Performing Exams cutting travel expenses

Wellness and Outreach

- Focus on Healthy Eating/Lifestyle Changes
 - Lunch and Learns on Health Food Choices with RD
- Colon Cancer awareness and screening
 - FIT testing
 - Roland the Colon
 - 17% increase in screenings





Wellness and Outreach

- Education on how to make lifestyle modifications that last a lifetime.
- Free opportunities for exercise and health promotion
- Bi-Monthly Newsletter Catered to needs of County Employees
- Free Access to Health Coach and Registered Dietician

Quality

- Referrals to PCP and other specialists
- Collaboration with Primary Care offices; sharing of patient
- Electronic Medical Records
- Confidential treatment
- No co-pay; removes barriers to care





Wellness and Outreach

- Free Yoga on the Beach





On the Horizon

- Increased focus on Lifestyle Medicine
- Our clinic provider, Marielle, is certified in Plant-Based Nutrition and is planning to sit for the boards in Lifestyle Medicine October 2018
- Continue to offer initial wellness appointments with our provider as well as health coaching appointments with Denise DePedro. Increase access to these services. We have reached out to the moderate and high risk individuals over the phone. Letters were sent to individuals with high BMI and/or elevated waist circumference.
- Focus on eating more plant-based whole foods. Educating participants on small changes they can make to improve their health (ie, broiling fish instead of frying it).
- Whole food plant based diet associate with 34% decrease in type 2 diabetes(Harvard School of Public Health) and a 62-65% reduction in colon cancer risk (Journal of Nutrition).





On the Horizon

Smoking Cessation Program

- Certified Tobacco Treatment Specialists, or CTTs, are professionals who are trained to provide treatment for individuals seeking to stop using tobacco. This program is done through the Mayo Clinic
- Our Provider has attended this training and this will be offered to Dare County Employees in November
- Continued Referrals for those that meet criteria for low dose CT





Making a Difference

Convenience Care Great Catch

- “My first experience at the clinic lead me to return for another visit. Prior to the clinic opening, I would have waited to be seen and gotten much worse. I was immediately comfortable with Marielle. She made sure I got the care I needed and called to check on me several times to make sure I was improving. She listens, she gets it, she cares, and I trust her. There is minimal wait time, it’s very convenient and there is no cost to me.”





Proposed Dare County Changes

Current State

- 20 hours per week Convenience Care
- Average monthly charges for visits, \$11,031
- These charges include: 97 Health Coach visits, Provider and Medical Assistant salary, 366 lab tests sent to LabCorp, 38 x-rays, and 1002 visits from 9/26/16-8/31/2017
- 835 FT Employees eligible
- High risk employees have 4 Health Coach Sessions from OBH
- Moderate risk has 2 sessions
- Health Coach cost \$25, half hour sessions
- Total cost paid for Health Coaching November-August: 97 visits/\$25 per visit, \$2425
- Biometric Screening done with Vidant and OBH



Proposed Dare County Changes




Proposed Changes

- 24 hours per week Convenience Care
- Monthly invoice for provider and medical assistant 24 hours, \$6760
- 875 FT Employees, Spouses and Retirees under age 65 eligible
- No change with High Risk Health Coaching
- Increase Moderate risk to 3 visits
- OBH assumes coaching for Moderate Risk
- Health Coach cost increase to \$35, full hour sessions, assume similar number of encounters. Estimated cost \$3395
- Biometric Screening done by OBH
- Total estimated monthly cost increase for provider and medical assist salaries, and health coaching, \$2097





Top Health Risks for Dare County Employees

- **Weight**  • Cardiovascular Disease, Hypertension, Diabetes
- **Cholesterol**  • Coronary Artery Disease, Stroke
- **Blood Pressure**  • Heart Disease, Stroke, Heart Failure, Kidney Disease
- The primary source for many of these health conditions is obesity.





Consent Agenda

Description

1. Approval of Minutes (09.18.17)
2. Amendment to Capital Project Ordinance - Towns' Beach Nourishment Project for Town of Kitty Hawk
3. Amendment to Capital Project Ordinance - Outer Banks Scenic Byway Project FY2013 (Wayshowing)
4. Agreement for the Protection, Development and Improvement of Forest Land in Dare County
5. Capital Project Ordinance - Salvo Community Cemetery FY2018
6. Budget Amendment for Derivatives Lawsuit Settlement Revenue
7. Convenience Center Commingled Recycling Collection Grant
8. Budget Amendment - Information Technology/GIS
9. Report on Budget Actions for FY2018 CIP
10. Tax Collector's Report

Board Action Requested

Approval

Item Presenter

County Manager, Robert Outten



Approval of Minutes

Description

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

Board Action Requested

Approve Previous Minutes

Item Presenter

County Manager, Robert Outten



COUNTY OF DARE, NORTH CAROLINA

District 1: Roanoke Island & Mainland; District 2: Nags Head, Colington, Kill Devil Hills; District 3: Kitty Hawk, Southern Shores, Duck; District 4: Chicamacomico, Avon, Buxton, Frisco, Hatteras; District 5: At Large

Regularly scheduled Board meetings are videotaped and can be viewed at www.darenc.com

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

5:00 p.m., September 18, 2017

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

Commissioners absent: None

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

A full and complete account of the entire Board of Commissioners meeting is archived on a video that is available for viewing on the Dare County website www.darenc.com.

Chairman Woodard called the meeting to order at 5:00 p.m. He invited George Lurie, the Lay Leader from the Jewish Community of the Outer Banks to share a prayer, and then he led the Pledge of Allegiance to the flag.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

Chairman Woodard mentioned the following items during his opening remarks –

- He reported on the 9/11 Commemorative Ceremony that he attended along with Vice Chairman Overman and Commissioner Ross at the Outer Banks Event Site.
- The Chairman said he had a luncheon with the new School Superintendent John Farrelly. He complimented the Board of Education for the excellent choice they made in hiring Mr. Farrelly and said he looks forward to working with him.
- He noted that 2017 has been an active hurricane season and urged everyone to be watchful and make preparations in the event storm activity that is developing in the Atlantic Ocean should head in our direction.

A video of the Chairman’s update can be seen on the County website www.darenc.com.

ITEM 2 – EMPLOYEE OF THE MONTH – SEPTEMBER 2017

Dan McCallum received the Employee of the Month award from Jennie Collins who described the many ways that this EMS Lieutenant is an asset to Dare County.

ITEM 3 – PUBLIC COMMENTS

The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. Citizen remarks can be seen in their entirety on the county website www.darenc.com. Following is a brief summary –

The following comments were made in Manteo –

1. Don Bridge, President of the Theatre of Dare, was joined at the podium by other members of the group's Board of Directors. He outlined the history of the all-volunteer group whose performances have become very popular. He said the group invests in the community and noted scholarships that have been awarded. Mr. Bridge reported that a mold problem at the College of the Albemarle (COA) auditorium, where the group has rented performance space, is now unusable without expensive remediation. He described why this puts the group in danger of financial collapse. Mr. Bridge asked the Board to fund a speedy remediation of the COA space, and if that is not possible, to consider providing a facility to keep the performing arts alive in Dare County.

There were no Public Comments via the video link to the Fessenden Center in Buxton.

ITEM 4 – PROCLAMATION – ALZHEIMER'S AWARENESS

Gail Sonnesso, on behalf of GEM, presented information about Alzheimer's disease and outlined the global campaign to raise awareness of dementia. She stressed the value of early detection and cited the need for Dare County to develop a dementia inclusive plan and consider supporting local families with adult day care, group respite programs, and education. Ms. Sonnesso outlined GEM services and events and asked the Board to designate September as Alzheimer's Disease Awareness Month.

MOTION

Commissioner Shea motioned to issue an Alzheimer's Awareness proclamation.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 5 – NCDOT UPDATE ON CONSTRUCTION OF THE NEW BONNER BRIDGE

NCDOT Division Engineer Jerry Jennings and Resident Engineer Pablo Hernandez gave the Board an update report on construction of the new Bonner Bridge. Mr. Jennings provided a timeline and summary of the project and described construction features differentiating the old bridge from the new span. He said construction is about 50% finished and the project should be substantially completed by Nov. 2018. Mr. Hernandez gave a comprehensive briefing on the innovative design technology that is being used to construct the new Bonner Bridge. He highlighted the way the new structure will enhance navigational access by providing a much wider span for vessels traveling under the bridge through Oregon Inlet. Mr. Jennings also gave an update on the Rodanthe bridge project and he announced that the NCDOT Board has approved Dare County's request to name the new Pea Island Bridge, which is near completion, in honor of Capt. Richard Etheridge.

ITEM 6 – RECOMMENDED 2018–2022 CAPITAL IMPROVEMENTS PLAN (Att. #1)

The recommended Capital Improvements Plan (CIP) for 2018 to 2022 was presented to the Board by Finance Director David Clawson. He summarized the plan and noted that the Capital Improvement Planning Committee recommends setting Fund Balance goals of \$650,000 for the first year and \$750,000 for each subsequent year. It was noted that over the five years, the plan funds the total amount requested by Dare County Schools for CIP projects. Mr. Clawson provided an overview of projects in the plan including a new request for \$170,094 to fund 3-D photography for revaluation and GIS. A request to address immediate needs for EMS facilities was also presented in the CIP at a cost of \$167,000. The Finance Director outlined a \$7,500,000 item for a new building on the COA Dare County campus and a \$1,000,000 placeholder for demolition and renovation of the COA Russell Twiford campus that will be deeded to Dare County. Mr. Clawson described how the COA project will be financed and provided details about debt issuance for the CIP.

MOTION

Vice Chairman Overman motioned to approve the recommended CIP and authorize the Manager to execute the necessary Capital Project Ordinances and Budget Amendments with a report to the Board of those actions on a following meeting's Consent Agenda.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 7 – CONSENT AGENDA

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

MOTION

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (09.05.17) **(Att. #2)**

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

ITEM 8 – COMMISSIONERS' BUSINESS & MANAGER'S/ATTORNEY'S BUSINESS

Following is a brief outline of items raised during this segment. Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety on a video archived on the Dare County website www.darenc.com.

Commissioner House – reported on a Dare County Youth Council meeting he attended and said it was energizing to see how the young people want to promote youth services. He expressed condolences to the families of the crewmembers who died in the tragic accident involving a Duke Life Flight aeromedical helicopter. Commissioner House urged everyone to prepare now for hurricanes that are developing. He also showcased the Pet of the Week video and encouraged people to consider animal adoptions.

Vice Chairman Overman – congratulated Dan McCallum on receiving the Employee of the Month Award. He expressed thanks to those who organized the 9/11 Commemorative Service that was held at the Nags Head Event Site and shared a compelling quote from former President George W. Bush. Vice Chairman Overman reported that the recent Day at the Docks celebration in Hatteras Village was a successful and enjoyable event.

Commissioner Shea – commended Employee of the Month Dan McCallum. He voiced hope that people will make plans for dealing with the hurricanes that are now developing.

Commissioner Couch – wished success to the Theater of Dare and described how the group benefits the community. Commissioner Couch expressed hope that Dare County can be part of the solution for the problem they face getting a new performance venue.

Commissioner Tobin – addressed the need for a new environmental analysis that is required for dredge spoils at Oregon Inlet. He reported that the County Manager is working with the consulting engineer on a preliminary review for a new FONSI (Finding of No Significant Impact). Commissioner Tobin added that he is working with Representative Boswell and Representative Torbett to properly address this issue with NCDOT. He also reported that a series of brief navigational closures will be occurring during January and February through the center span of the Bonner Bridge. He provided information about the upcoming “Dare to Scare 5k” event and the “Sweet Treat Fun Run.” He also mentioned the Baum Center’s upcoming celebration of its 30th anniversary. Commissioner Tobin noted that Dare County Cooperative Extension has an opening for a 4-H Director and he described his participation in the Extension’s 2017 Needs Assessment Survey,

Commissioner Ross – echoed comments made about the recent 9/11 Commemorative Service, which he said was a humbling experience. He announced that Lisa Bridge has been named as the new Director of the Dare County Animal Shelter. Commissioner Ross noted that today is Constitution Day and shared two quotes recognizing the enduring power and importance of the United States Constitution. He also reported on Sheriff Doug Doughtie’s recent birthday celebration.

MANAGER’S/ATTORNEY’S BUSINESS

1. The County Manager reported that bids have been received for interpretive signs for the Outer Banks Scenic Byway. Mr. Outten asked the Board to approve the sign manufacturing bid submitted by Pannier and the Hatchell Concrete installation bid.

MOTION

Commissioner Shea motioned to approve the bids as outlined and authorize the County Manager to sign the necessary documents.

Commissioner House seconded the motion.

VOTE: AYES unanimous

2. Mr. Outten explained that in the past the County’s Public Works Department has conducted two large item pickups each year. He said staff recommends changing this schedule due to increased activity and because inmates are no longer available to assist in this project. The Manager asked the Board to consider scheduling large item pick up once per year rather than twice and conducting it in strategically timed segments to help Hatteras Island property owners prepare for the tourism season. By consensus, the Board agreed to the new schedule and directed that information be disseminated about the change.

3. The Manager addressed the problem with the COA auditorium that impacts the Theater of Dare's use of the facility as described during Public Comments. He said the County is gathering estimates about the scope and nature of the problem. Mr. Outten noted that if the estimates involve substantial funds, he will need to come back to the Board for guidance. Chairman Woodard said we need to help the Theater of Dare find another venue.
4. Mr. Outten informed the Board that he conducted the research that was requested at the last meeting to determine if Dare County has the authority to conduct a referendum related to the repeal of the plastic bag ban by the North Carolina Legislature. He said according to North Carolina General Statutes, special elections shall be called only as permitted by law. He noted that without statutory authority, Dare County cannot conduct a referendum on this issue.

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

MOTION

Commissioner Shea motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 7:06 p.m., the Board of Commissioners adjourned until 9:00 a.m., October 2, 2017.

Respectfully submitted,

[SEAL]

By: _____
Gary Lee Gross, Clerk to the Board

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



Amendment to Capital Project Ordinance for Towns' Beach Nourishment Project for Town of Kitty Hawk

Description

The attached is to amend the project budget by \$6,869 to be paid by the Town of Kitty Hawk for dune realignment.

Board Action Requested

Adopt amendment to the capital project ordinance.

Item Presenter

David Clawson, Finance Director

**County of Dare, North Carolina
Capital Project Ordinance**

**for
Beach Nourishment Project for the Towns of Duck, Kitty Hawk and Kill Devil Hills**

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, originally adopted on April 4, 2016, and amended on June 6, 2016 and on May 15, 2017, is hereby amended:

Section 1 The project is the beach nourishment project for the towns of Duck, Kitty Hawk and Kill Devil Hills, the bid for which was awarded by the Board of Commissioners on March 17, 2016. The project is funded by contributions from each town, a cash contribution from the County’s Beach Nourishment Fund, and County issued debt. This amendment is for Kitty Hawk dune realignment.

Section 2 The following budget shall be conducted within the Capital Projects Funds (#61). The project numbers are 60321 for Duck, 60324 for Kitty Hawk, 60323 for Kill Devil Hills, 60326 for Southern Shores, and 98723 for the county debt issuance.

Section 3 The following revenues are additionally anticipated for the project:

Town contribution – Kitty Hawk	613025-422284-60324	\$6,869
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Section 4 The following amounts are additionally appropriated for the project:

Construction – Kitty Hawk	615580-737010-60324	\$6,869
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Section 5 The Finance Officer is directed to report, on a monthly basis, as a part of the normal electronic financial reporting process currently in place, the financial status of the project.

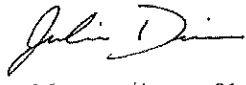
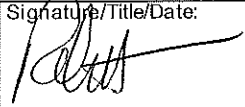
Section 6 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, the Clerk to the Board of Commissioners, and to each of the towns.

Adopted this 2nd day of October, 2017.

County Manager

COPY

Finance Director

Change Order		Change Order Number: 003
Contractor: Great Lakes Dredge & Dock Company, LLC.		Page 1 of 2
		Date: August 31, 2017
Dare County Beach Nourishment Project		
Description:		
<p>The Kitty Hawk dune between Stations 6+50 and 47+00 was constructed with a 1V:2H landward dune slope beginning at the "Landward Limit of Dune" line as directed. Due to the landward location of the houses between Stations 35+00 and 46+00, there is a gap between the constructed dune and the existing dune pushes.</p> <p>The Kitty Hawk dune between Stations 35+00 and 46+00 shall be relocated landward so that the landward dune crest is constructed at the "Landward Limit of Dune" line. The landward dune slope shall be constructed at a 1V:5H to allow for pedestrian access to the beach.</p> <p>The cost for 2 bulldozers and beach security to realign the dune between Stations 35+00 and 46+00 was estimated at \$572.38 per hour by GLDD. Furthermore, GLDD estimated that the dune realignment will take no more than 12 hours for a maximum cost of \$6,868.50. It is assumed that Great Lakes will utilize equipment that is currently on-site.</p>		
Purpose:		
To realign the location of the Kitty Hawk dune between Stations 35+00 and 46+00.		
Contract Quantity:		
<p>The Kitty Hawk Dune Realignment quantity increased from 0 to 12.</p> <p>Other quantities remain unchanged.</p> <p>The quantities for Change Order 002 and 003 are provided in the table below.</p>		
Contract Time:		
No change has been made to the contract time.		
Contract Cost:		
<p>The Kitty Hawk Dune Realignment cost has increased \$6,868.50 from \$0.00 to \$6,868.50.</p> <p>The total contract cost has increased \$6,868.50 from \$40,253,850.00 to \$40,260,718.56.</p> <p>The bid and change order costs are provided in the table below.</p>		
CPE-NC Agreement:	Prime CONTRACTOR Agreement:	Dare County Agreement:
Agreed (Y/N): Yes	Agreed (Y/N):	Approved (Y/N): 9/20/17 <i>yes</i>
Signature/Title/Date:	Signature/Title/Date:	Signature/Title/Date:
 Project Manager/August 31, 2017		 Co. Mgr

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

Sally DeFesse 9/20/17

Item No.	Item	Unit	CO#2 Quantity	CO#3 Quantity	Unit Prices	CO#2 Cost	CO#3 Cost
I. A.	Mobilization/Demobilization	L.S.	1	1	\$8,150,000.00	\$8,150,000.00	\$8,150,000.00
I.A.-1.	Mobilization/Demobilization (Southern Shores)	L.S.	1	1	\$85,000.00	\$85,000.00	\$85,000.00
I. B.	Performance and Payment Bond	L.S.	1	1	\$300,000.00	\$300,000.00	\$300,000.00
I. C.	Compliance Surveys of Borrow Area	L.S.	1	1	\$64,000.00	\$64,000.00	\$64,000.00
I. D.	Sea Turtle Abundance Trawling	Days	0	0	\$4,600.00	\$0.00	\$0.00
II. A.	Hydraulic Beach Fill (Town of Duck)	C.Y.	1,180,000	1,180,000	\$8.60	\$10,148,000.00	\$10,148,000.00
II. A-1.	Optional Additional 20% Beach Fill if only Borrow Area C is used to Construct the Town of Duck	C.Y.	236,000	236,000	\$0.00	\$0.00	\$0.00
II. B.	Staging Area Beach Access Mats	L.F.	1,120	1,120	\$105.00	\$117,600.00	\$117,600.00
III. A.	Hydraulic Beach Fill (Town of Kitty Hawk)	C.Y.	1,765,000	1,765,000	\$7.65	\$13,502,250.00	\$13,502,250.00
III. B.	Hydraulic Beach Fill (Town of Southern Shores)	C.Y.	80,000	80,000	\$9.70	\$776,000.00	\$776,000.00
IV. A.	Hydraulic Beach Fill (Town of Kill Devil Hills)	C.Y.	840,000	840,000	\$7.40	\$6,216,000.00	\$6,216,000.00
V. A.	Kitty Hawk Dune Realignment (Stations 35+00 to 46+00)	Hours	0	12	\$572.38	\$0.00	\$6,868.56
Additive Items							
V. A.	Sand Fencing (Kitty Hawk)	10 Ft Sections	1,900	1,900	\$40.00	\$76,000.00	\$76,000.00
Discretionary Items							
VI. A.	Mobilization/Demobilization for Beach Discharge Screening	L.S.	0	0	\$70,000.00	\$0.00	\$0.00
VI. B.	Beach Discharge Screening	Days	0	0	\$3,500.00	\$0.00	\$0.00
VI. C.	Removal of Screened Beach Discharge Material	C.Y.	0	0	\$11.55	\$0.00	\$0.00
VI. D.	Dredge Intake Screening	C.Y.	0	0	\$2.30	\$0.00	\$0.00
VI. E.	Mobilization for Removal of Oversized Material from Constructed Beach	L.S.	0	0	\$8,000.00	\$0.00	\$0.00
VI. F.	Removal of Oversized Material from Constructed Beach	Days	0	0	\$3,200.00	\$0.00	\$0.00
VII. A.	Turbidity Monitoring	Days	0	0	\$2,250.00	\$0.00	\$0.00
VII. B.	Mobilization/Demobilization for Tilling	L.S.	0	0	\$5,500.00	\$0.00	\$0.00
VII. C.	Beach Tilling	Acre	0	0	\$585.00	\$0.00	\$0.00
VII. D.	Sea Turtle Relocation Trawling	Days	180	180	\$4,550.00	\$819,000.00	\$819,000.00
VII. E.	Hopper Dredge Standby Rate (Per Dredge)	Days	0	0	\$210,000.00	\$0.00	\$0.00
VII. F.	Cutterhead Dredge Standby Rate (Per Dredge)	Days	0	0	\$177,500.00	\$0.00	\$0.00
VIII. A.	Sand Fencing (Kill Devil Hills)	10 Ft Sections	0	0	\$40.00	\$0.00	\$0.00
VIII. B.	Sand Fencing (Duck)	10 Ft Sections	0	0	\$40.00	\$0.00	\$0.00
Total						\$40,253,850.00	\$40,260,718.56

Field Adjustment Report	Field Adj Number: 002
Contractor: Great Lakes Dredge & Dock Company, LLC.	Page 1 of 2
	Date: August 31, 2017
Dare County Beach Nourishment Project	
Spec Paragraph and/or Drawing Number:	
Specs – 00900 – Supplemental General Conditions 14.8.1, 01000 – Technical Provisions 11.5 Plans – Towns of Kill Devil Hills and Kitty Hawk with Southern Shores Extension	
Description of Work Affected:	
<p>Both the Town of Duck and Kill Devil Hills projects were constructed under the contract quantity due to the equilibration and alongshore transport of beach fill during the construction at each subline location. For that reason, the berm crest location has been adjusted to allow for an additional 32,900 cubic yards in the remaining portion of the Kitty Hawk template. Therefore, the template volume as shown on the Plans provided on 8/4/2017 is 1,797,900 cubic yards.</p> <p>The breakdown of the Kitty Hawk volume as it relates to the contract pay volume of 1,765,000 cy, reflected in the updated Plans is as follows: 1,624,000 cy for the main fill section; 32,200 cy for the northern taper between Stations -15+08 and -25+08; 11,000 cubic yards for the Kitty Hawk dune between Stations 147+00 to 150+00, 157+00 to 171+00 and 185+00 to 189+89 and 97,800 cy for the Kitty Hawk dune between Stations 6+50 to 114+00 and 125+00 to 147+00.</p> <p>It is understood that construction of the updated plans to the upper tolerance would result in a greater volume than the max pay volume. Furthermore, as stated above the updated plans include an additional 32,900 cubic yards to account for alongshore transport. The pay volume will not exceed the value of 1,765,000 cy for Kitty Hawk. The additional volume associated with the upper tolerance and additional berm width are provided to allow Great Lakes to account for limitations of construction methodology, to control the placement of beach fill to meet specifications and to provide the Contractor additional placement capacity to achieve payment of up to the contract quantity of 1,765,000 cy. The Contractor will not be paid for any quantity of material above 1,765,000 cy for Kitty Hawk. The remaining volume not paid for Duck and Kill Devil Hills may not be used for Kitty Hawk. Each Town is only eligible for their respective maximum contract quantities as indicated in the Agreement.</p> <p>Additionally, the Kitty Hawk dune between Stations 147+00 to 171+00 and 185+00 to 189+87 was constructed with an average template density of 5.0 cy/ft. The Kitty Hawk dune between Stations 6+50 to 114+00 and 125+00 to 147+00 shall be constructed with an average template density of 7.5 cy/ft. Specifications 00900 – Supplemental General Conditions 14.8.1 and 01000 – Technical Provisions 11.5 remain unchanged for the constructed Kitty Hawk dune between Stations 147+00 to 171+00 and 185+00 to 189+87. For the Kitty Hawk dune between Stations 6+50 to 114+00 and 125+00 to 147+00, Sections 14.8.1 and 11.5 shall be replaced with:</p> <p>Specifications 00900 – Supplemental General Conditions 14.8.1 – “No centerline survey shall be required for the Kitty Hawk Dune between Stations 6+50 to 114+00 and 125+00 to 147+00. The Kitty Hawk dune shall be included in the pre- and post-placement surveys taken at the pay profiles and azimuths shown in the Plans. To be eligible for payment in areas where a Kitty Hawk dune is proposed, the Contractor shall place a minimum of 95% of the required volume within an Acceptance Section and meet the minimum required volume within an Acceptance Section. The Kitty Hawk dune shall be constructed as discussed in Technical Provisions, Section 11.5.”</p>	
** THIS FIELD ADJUSTMENT SHALL NOT RESULT IN A CHANGE IN CONTRACT PRICE OR THE TIME FOR COMPLETION **	

01000 – Technical Provisions 11.5 – “The CONTRACTOR shall construct a dune within the limits of Kitty Hawk as specified in the Plans. The material for the dune shall be placed directly on the beach profile to construct the dune. The CONTRACTOR shall include the dune material in the post-placement survey (AD). The dune shall be constructed with a variable dune crest depending on the existing profile (maximum dune crest width of 20 feet), 1V:5H landward dune slope tying into the existing conditions and a 1V:5H seaward dune slope. It is the desire of the Town to achieve a 14.0 ft. NAVD88 dune crest elevation for as much of the dune shown in the plans as possible, with the available volume of 7.5 cy / ft. average. In no location shall the dune crest elevation be lower than 12.0 ft. NAVD88. The landward dune crest shall be constructed at the “Landward Limit of Dune” line as shown on the Plans.

Reason for Adjustment:

To provide updated construction plans and increase the density of the Kitty Hawk dune between Stations 6+50 to 114+00 and 125+00 to 147+00 from 5.0 cy/ft to 7.5 cy/ft.

CPE-NC Agreement:	Prime CONTRACTOR Agreement:	Dare County Agreement:
Agreed (Y/N): Yes	Agreed (Y/N):	Approved (Y/N): <i>Yes</i>
Signature/Title/Date: <i>Julie Dine</i> Project Manager/August 31, 2017	Signature/Title/Date:	Signature/Title/Date: <i>[Signature]</i> 9/20/17 <i>as mgr.</i>

** THIS FIELD ADJUSTMENT SHALL NOT RESULT IN A CHANGE IN CONTRACT PRICE OR THE TIME FOR COMPLETION **

Field Adjustment Report	Field Adj Number: 003
	Page 1 of 1
Contractor: Great Lakes Dredge & Dock Company, LLC.	Date: September 12, 2017

Dare County Beach Nourishment Project

Spec Paragraph and/or Drawing Number:

Specs – 00900 – Supplemental General Conditions 14.8.1, 01000 – Technical Provisions 11.5
 Plans – Towns of Kill Devil Hills and Kitty Hawk with Southern Shores Extension

Description of Work Affected:

The Kitty Hawk dune between Stations 150+00 to 126+00 shall be constructed with a 30 ft. wide dune crest width and shall tie into the existing dune at elevation +14.0 ft. NAVD88. A dune shall also be constructed between Stations 125+00 to 114+00 that will also tie into the existing dune at elevation +14.0 ft. NAVD88. The dune between Stations 125+00 and 114+00 shall have a dune crest width of 12 ft. If necessary to avoid existing vegetation, a 1V:5H landward dune slope tying into the existing conditions shall be constructed. A 1V:5H seaward dune slope shall be utilized.

Additionally, Great Lakes is authorized to re-pump material at Stations 147+00, 148+00, 149+00 and 150+00 to re-build the template. The revised dune configuration along with re-pumping material at Stations 147+00, 148+00, 149+00 and 150+00 are being provided to allow the Contractor additional placement capacity to achieve payment of up to the contract quantity of 1,765,000 cy. **The pay volume will not exceed the value of 1,765,000 cy for Kitty Hawk.** The remaining volume not paid for Duck and Kill Devil Hills may not be used for Kitty Hawk. Each Town is only eligible for their respective maximum contract quantities as indicated in the Agreement.

Reason for Adjustment:

To provide a revised dune template between Stations 114+00 to 150+00 and authorize the Contractor to re-pump material at Stations 147+00, 148+00, 149+00 and 150+00 to re-build the template.

**** THIS FIELD ADJUSTMENT SHALL NOT RESULT IN A CHANGE IN CONTRACT PRICE OR THE TIME FOR COMPLETION ****

CPE-NC Agreement:	Prime CONTRACTOR Agreement:	Dare County Agreement:
Agreed (Y/N): Yes	Agreed (Y/N):	Approved (Y/N): <i>yes</i>
Signature/Title/Date: <i>Julie D...</i> Project Manager/September 12, 2017	Signature/Title/Date:	Signature/Title/Date: <i>9/20/17</i> <i>[Signature]</i> CO Mgr



Amendment to capital project ordinance - Outer Banks Scenic Byway project FY2013 (Wayshowing)

Description

Cost share (donations) of \$25,280 was budgeted for the project. Cost share actually received is \$25,420. Amendment is to appropriate the additional \$140 collected and the related expenditure in order to close out the wayshowing project which was completed during FY2017.

Board Action Requested

Adopt amendment to capital project ordinance

Item Presenter

None

**County of Dare, North Carolina
Capital Project Ordinance**

**for
Outer Banks Scenic Byway Project FY 2013**

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, originally adopted 8/20/2012 and amended 8/19/2013, 3/3/2014, and 6/16/2014, is hereby amended:

Section 1 The project is the Outer Banks Scenic Byways Wayshowing Project consisting of signage along 7.9 miles of pathway in four Hatteras Island villages. The project is funded by a grant from the Federal Highways Administration (NSBP-0012(54)) (CFDA #20.205), a grant from the Dare County Tourism Board, and donations.

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

Section 3 The following amounts are additionally appropriated for the project:

OBSB Project Signage	615661-737000-60288	\$140 increase
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Section 4 The following revenues are additionally anticipated to be available to complete the project:

Cost Share	613050-447550-60288	\$140 increase
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Section 5 The Finance Officer is directed to report, on a monthly basis, as a part of the normal monthly financial reporting process currently in place, the financial status of the project.

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

Adopted this 2nd day of October 2017.

Chairman, Board of Commissioners

[SEAL]

Clerk to the Board of Commissioners



Agreement for the protection, development and improvement of forest land in Dare County, NC

Description

Annual cooperative agreement with NC Department of Agriculture & Consumer Services for active forest protection, development, reforestation, management and improvement in Dare County. County share of \$80,198 is appropriated in the FY2018 budget.

Board Action Requested

Approve attached agreement and authorize Chairman to execute (3 original copies).

Item Presenter

None

STATE OF NORTH CAROLINA

Department of

Agriculture & Consumer Services

\$ 200,496.00
Total Cooperative Appropriation

State \$120,298.00

County \$80,198.00

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT
OF FOREST LAND IN **DARE COUNTY** NORTH CAROLINA

THIS AGREEMENT, made under authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management," (Section 106-898 of the general Statutes of North Carolina - 1943), and also under authority of another Section of the General Statutes, namely Section 106-906, by the North Carolina Department of Agriculture & Consumer Services (hereinafter Called the Department), party of the first part, and the Board of Commissioners of **DARE COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

That WHEREAS the said Board, recognizing the need for active forest protection, development, reforestation, management and improvement in **DARE COUNTY**, has accepted the offer of the Department for cooperation in accomplishing this object:

Now THEREFORE, in consideration of the mutual covenants hereinafter set forth, the said parties contract and agree to maintain a legally appointed and equipped Forest Ranger organization in said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select, employ and appoint, after consultation with the Board, a County Forester or County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventative measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation promotion and practice of Forest Management practices; and for protection from insects and diseases.

2. To furnish to each Forester or Forest Ranger so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.

3. To pay the Forester or Forest Ranger for all official services rendered, at a fair rate of pay. Rates of pay are to be established by the Department in accord with existing State salary schedules.

4. To direct supervise, instruct, and inspect, through its agents, the work and conduct of the Forester or Forest Ranger, to discipline and, when necessary, discharge such Forester or Forest Ranger.

5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for proper conduct of the work within said County.

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **One Hundred Twenty Thousand Two Hundred Ninety Eight Dollars (\$120,298.00)** as its share of an annual budget of **Two Hundred Thousand Four Hundred Ninety Six Dollars (\$200,496.00)** for carrying the work in said County.

Part II. THE BOARD AGREES:

1. To pay to the Department **40 %** of the total cost of the Forester or Forest Ranger salaries and expenses and of other proper expenditures made in connection with the overall Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

2. To appropriate annually the sum of **Eighty Thousand One Hundred Ninety Eight Dollars (\$80,198.00)** which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

1. That this Agreement becomes effective **July 1, 2017**.

2. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

3. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

4. That title to all improvements and equipment purchased and/or constructed in connection with this agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

5. That the Forester or Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at the times regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of

Date _____ Chairman

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the "County Fiscal Control Act."

Date 9/21/2017 Sally Detorse County Finance Officer

For the North Carolina Department of Agriculture & Consumer Services

Date _____ Signature

N. David Smith, Chief Deputy Commissioner Title



Capital Project Ordinance - Salvo Community Cemetery FY2018

Description

Dare County has been awarded \$162,000 of financial assistance under the 2016 Disaster Relief Act through the NC Department of Environmental Quality for the repair, restoration and stabilization of Salvo Community Cemetery. This capital project ordinance appropriates the grant revenue and related expenditures for the project. No matching funds are required by the financial assistance agreement.

Board Action Requested

Adopt the capital project ordinance

Item Presenter

None

**County of Dare, North Carolina
Capital Project Ordinance**

**for
Salvo Community Cemetery Project FY2018**

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 hereby adopted:

Section 1 The project is the Salvo Community Cemetery repair, restoration and stabilization. The project is funded by financial assistance under the 2016 Disaster Relief Act through the North Carolina Department of Environmental Quality (Grant Contract No. 7318).

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

Section 3 The following amount is appropriated for the project:

Improvements-Salvo Cemetery	615542-737620-60320	\$162,000
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Section 4 The following revenue is anticipated to be available to complete the project:

NCDEQ Grant-Salvo Cemetery	613025-425050-60320	\$162,000
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Section 5 The Finance Officer is directed to report, on a monthly basis, as a part of the normal monthly financial reporting process currently in place, the financial status of the project.

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

Adopted this 2nd day of October 2017

Chairman, Board of Commissioners

[SEAL]

Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY
FINANCIAL ASSISTANCE AGREEMENT**

This financial assistance agreement is hereby made and entered into this **1st day of September, 2017**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** and the **COUNTY OF DARE**.

If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and acknowledges that the terms, conditions, restrictions and requirements hereinafter set forth shall apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

RECITALS

WHEREAS, Dare County (the "Grantee") seeks financial assistance under the 2016 Disaster Relief Act for the repair, restoration and stabilization of Salvo Community Cemetery (the "Cemetery"), an historic gravesite physically situated within feet of the Pamlico Sound in the Outer Banks of North Carolina; and

WHEREAS, the Cemetery, by virtue of its close proximity to the Pamlico Sound, has been exposed to storms, flooding and other erosive forces for well over a century, causing the shoreline that once buffered the Cemetery from the Sound's tidal waters to recede into virtual non-existence; and

WHEREAS, recession of the shoreline buffer, coupled with ongoing exposure to the coastal elements, has diminished the Cemetery's aesthetic appeal and, even more alarming, severely compromised its functional integrity, as evidenced by broken headstones, exposed tombs and individual gravesites that can no longer be found; and

WHEREAS, the 2016 Disaster Relief Act directs the Department of Environmental Quality (the "Department") to allocate a portion of its disaster relief appropriation to "assist local governments to mitigate the failure of burial sites and to take other steps as necessary to protect the public health" (2016 N.C. Sess. Laws 124); and

WHEREAS, consistent with that directive, the Department, after careful consideration of Grantee's project proposal and request for financial assistance, has allocated a portion of its disaster relief appropriation to assist Grantee with mitigation of the failing Cemetery; and

WHEREAS, the parties, to accomplish their respective objectives as hereinabove set forth, desire to enter into this agreement for the mutual benefits reasonably expected to be gained therefrom;

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, the parties hereto do mutually agree as follows:

1. **Contract Documents.** This financial assistance agreement consists of this document (the "Award Contract") and its attachments, which are incorporated herein by reference and identified by name as follows:
 - a. Scope of Work (Attachment A)
 - b. Notice of Certain Reporting and Audit Requirements (Attachment B)
 - c. Certification of Eligibility Under the Iran Divestment Act (Attachment C)

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

2. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. The order of precedence is established by the order of documents in Section 1 above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
3. **Contract Period.** This Award Contract shall be effective from **September 1, 2017 to February 28, 2019**, inclusive of those dates.
4. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and perform the grant project as described in the Scope of Work, adhering to all budgetary provisions set out thereunder during the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
 - c. Comply with the requirements of 09 NCAC 03M .0101, et seq. (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
 - d. Comply with the applicable provisions of Attachment B, Notice of Certain Reporting and Audit Requirements.
 - e. Maintain all records related to this agreement for a period of six (6) years or until all audit exceptions have been resolved, whichever is longer.
 - f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance under this agreement and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - g. Obtain written approval from the Department's Contract Administrator prior to making any subaward or subgrant not already described in the approved Scope of Work.
 - h. Ensure that the terms, conditions, restrictions and requirements of this Award Contract, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds described herein.
 - i. Take reasonable measures to ensure that any subgrantees (i) comply with the terms, conditions, restrictions and requirements set forth herein, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provide such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.
5. **Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the budget provisions of the Scope of Work.
6. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this agreement shall not exceed **\$162,000.00**. This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriations	Special Appropriations DR16	NA

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$162,000.00	1602	532199	28248243DR16

- 7. Invoice and Payment.** Payments to the Grantee shall be made in accordance with the following provisions:
- a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Award Contract becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of that date; any invoice received thereafter will be returned without action.
 - b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all project-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this agreement, provided such work is carried out in a manner consistent with the Scope of Work. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment A.
- 8. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from **July 1 to June 30**.
- 9. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this agreement.
- 10. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Award Contract shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the disaster relief project described in Attachment A.
- 11. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee's Contract Administrator:	Department's Contract Administrator
Drew Pearson, Director Dare County Emergency Management PO Box 1000 Manteo, NC 27954 Telephone: 252-475-5897	Kenneth Taylor, PG NC Department of Environmental Quality 1612 Mail Service Center Raleigh, NC 27699-1612 Telephone: 919-707-9211
Email: drew.pearson@darenc.com	Email: kenneth.b.taylor@ncdenr.gov

- 12. Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder. Upon the Grantee's written request, however, the Department may (a) forward the Grantee's payment check(s) directly to any

person or entity designated by the Grantee, or (b) include any person or entity designated by the Grantee as a joint payee on the Grantee's payment check(s). Such approval and action by the Department does not obligate the Department to anyone other than the Grantee, nor does it relieve the Grantee of any duties or obligations for which it is responsible hereunder.

13. **Procurement.** The Grantee shall ensure that all procurement activities undertaken in connection with this agreement comply with the requirements for procurement set forth in the attached Scope of Work. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth. Notwithstanding any other provision of this agreement, the Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C. Gen. Stat. §§ 143-133.3, 143-59.1, 143-59.2 or 147-86.60.
14. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
15. **Title VI and Other Nondiscrimination Requirements.** To the extent applicable, the Grantee, throughout the course of its performance hereunder, shall comply with all State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, as amended;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended;
 - c. Title IX of the Education Amendments of 1972;
 - d. The Age Discrimination Act of 1975, as amended;
 - e. Part III of Executive Order No. 11246 (September 24, 1965), as amended, concerning equal employment opportunity in Federally-assisted construction activities; and

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

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

16. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Award Contract are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
17. **Termination by Mutual Consent.** This financial assistance agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each agency.
18. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Award Contract, including those incorporated by reference to other Contract Documents and/or applicable law.

IN WITNESS WHEREOF, the Grantee and the Department execute this Award Contract in two (2) originals, one (1) to be retained by the Grantee and one (1) to be retained by the Department, the day and year first above written.

COUNTY OF DARE

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By 
Grantee's Signature

By 
Signature of Department Head or Authorized Agent

Robert Dutton
Printed Name and Title

Tommy Kirby, Purchasing Director
Printed Name and Title

Dare County Manager
Division/Section

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

Scope of Work for Grant Contract No. 7318

1. Overview

This Scope of Work outlines the performance expectations associated with the Department of Environmental Quality's (the "Department") award of financial assistance to Dare County (the "Grantee") under the Disaster Recovery Act of 2016 (S.L. 2016-124) for the repair and stabilization of Salvo Community Cemetery (the "Cemetery"), an historic gravesite located in the Outer Banks of North Carolina (the "Grant Project").

As used in this document, "Agreement" refers to the entire financial assistance agreement between the parties, meaning, collectively, the Award Contract and all other Contract Documents identified therein (including this Scope of Work).

2. Subaward

Following the parties' execution of this Agreement, Grantee will make a subaward of the financial assistance established hereunder to the Rodanthe-Waves-Salvo Civic Association, Inc. (the "Subgrantee"), a non-profit corporation organized under the laws of North Carolina. To that end, Grantee will prepare and execute a financial assistance agreement with Subgrantee and take other steps as may be necessary to consummate the subaward transaction. Thereafter, to ensure proper and efficient administration of the Grant Project, Grantee will carry out all duties and responsibilities set forth in this Agreement relating to subgrantees and subgrantee oversight, including, in particular, the duties and responsibilities described in § 4.h. and i. of the Award Contract.

3. Phases of Work

Grantee, by and through the Subgrantee, will undertake and perform the Grant Project in two phases, described generally as follows:

- a. Design and permitting of a protective bulkhead or retaining wall for the waterward boundary of the Cemetery ("Phase 1"); and
- b. Construction of the bulkhead or retaining wall pursuant to the permits issued in Phase 1 ("Phase 2").

4. Procurement

The Grantee shall ensure through its financial assistance agreement with the Subgrantee that all procurement activities undertaken by the Subgrantee in relation to the Grant Project conform to the same standards and procedures applicable to the Grantee under Chapter 143 of the North Carolina General Statutes. More specifically, but without limiting the scope or applicability of the preceding sentence, the Grantee shall ensure that the Subgrantee complies with the standards and procedures set out in N.C. Gen. Stat. §§ 143-64.31 and 143-131 concerning the procurement of professional engineering services and the procurement of certain construction or repair work, respectively.

The Grantee understands and agrees that the requirements relating to procurement set forth in this section shall apply in addition to the requirements set forth in § 13 of the Award Contract.

5. Budget

As established in § 6 of the Award Contract, and notwithstanding any other provision of this Agreement, the total amount of award funds paid to the Grantee hereunder shall not exceed **\$162,000.00** (the "Total Award Amount"). The Total Award Amount represents the sum of the following cost estimates developed for Phases 1 and 2, respectively:

Phase 1:	\$12,500.00
Phase 2:	\$149,500.00
<hr/>	
TOTAL:	\$162,000.00

The parties understand and agree that the dollar figures associated with Phases 1 and 2 above are non-binding estimates derived from cost projections submitted by the Grantee prior to execution of this Agreement. Upon commencement of the Grant Project, actual expenditures for Phases 1 and 2 may vary from their respective cost estimates. Thus, the Grantee's only budgetary limitation in carrying out the Grant Project as a whole is the Total Award Amount. Each time the Department approves and pays an invoice, the amount of funding available to Grantee for use in carrying out the remainder of the Grant Project (as a whole) will be reduced commensurately.

Notwithstanding any provision of this Agreement to the contrary, the Grantee shall not be required to expend any funding on or for the Grant Project other than the State-appropriated funding specifically allocated for such project by the Department and made available to the Grantee through this Agreement (including, if applicable, any amendment to this Agreement) (the "Grant Project Funding"). Thus, the Grantee shall only be obligated to complete the Grant Project to the extent that Grant Project Funding is available for that purpose. To avoid unnecessary expenditures, however, the Grantee, upon completion of Phase 1, shall not cause work on Phase 2 to commence if, at that time, the parties feel reasonably certain under the circumstances that the amount of Grant Project Funding then remaining is insufficient for purposes of completing the Grant Project. In such event, the Agency may, in its sole discretion, allocate additional funding to the Grantee in an amount sufficient for completion of the Grant Project. Any such additional funding allocation shall be memorialized in a duly-executed amendment to this Agreement as required by § 1 of the Award Contract.

6. Amendment

During the term of this Agreement, should circumstances arise that necessitate or require a new or modified course of action in order for Grantee to implement or advance the Grant Project, the parties may agree to amend this Scope of Work accordingly, provided such new or modified course of action is consistent with all other provisions of this Agreement and reasonably calculated to accomplish the ultimate purpose of the funding award: repair and stabilization of the Salvo Community Cemetery. Consistent with § 1 of the Award Contract, any such new or modified Scope of Work shall be documented in writing, executed by an authorized representative of each party and made part of this Agreement as a formal amendment.

Notice of Certain Reporting and Audit Requirements

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

Reporting Thresholds.

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

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

Other Provisions:

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

**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 contracting with the State certify, 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; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: Dare County

By: [Signature] 9/14/17
Signature Date

Robert Outten County Manager
Printed Name Title

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 contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.



Budget Amendment for Derivatives Lawsuit Settlement Revenue

Description

The County has received \$20,089 from a derivatives lawsuit per the attached. The settlement amount was not known at the time of budget development and was not budgeted. Due to early use of the Contingency budget, the Board is asked to use these funds to replenish the Contingency budget. The attached budget amendment increases Miscellaneous Revenue by the \$20,089 and increases Contingency by the same.

Board Action Requested

Adopt budget amendment

Item Presenter

David Clawson, Finance Director

MUNICIPAL DERIVATIVES SETTLEMENT
 C/O RUST CONSULTING INC - 5067
 PO BOX 2500
 FARIBAULT MN 55021-9500



UAC - 0000000504

COUNTY OF DARE NC
 DAVID CLAWSON
 FINANCE DIRECTOR
 954 MARSHALL C. COLLINS DRIVE
 PO BOX 1000
 MANTEO NC 27954

This check represents your share of the redistribution of remaining funds from the first five Settlements and distribution of funds available in the last six Settlements of the *In Re Municipal Derivatives Antitrust Litigation*. Below are the details of your payment. If you have questions concerning this payment, you may call the Claims Administrator toll-free at 1-877-310-0512. We are unable to give you tax advice concerning this payment. Please consult your tax advisor regarding any potential tax implications.

Settlement Fund	Rejected AG Offer Payment Amount	Pro Rata Payment Amount
Morgan Stanley	\$0.00	\$5.64
GE	\$0.00	\$194.68
Wachovia	\$0.00	\$0.00
JPMorgan	\$0.00	\$60.59
Bank of America	\$0.00	\$27.33
UBS	\$0.00	\$5,622.05
Natixis	\$0.00	\$6,212.54
Soc Gen	\$0.00	\$5,501.11
Piper Jaffray	\$0.00	\$1,673.34
NatWest	\$0.00	\$579.51
GK Baum	\$0.00	\$211.90
Payment Type Subtotals	\$0.00	\$20,088.69
Total Payment¹		\$20,089.00

PLEASE KEEP THIS PAYMENT STUB FOR YOUR RECORDS

Check Number	Claim Number	Description
1618	0000010048	Municipal Derivatives Settlement

¹ -Payment amounts are rounded to the nearest dollar.

DARE COUNTY

BUDGET AMENDMENT

F/Y 2017-2018

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
<hr/>					
<u>Revenues:</u>					
Misc Revenue	103050	460100		\$20,089	
<u>Expenditures:</u>					
Contingency	104490	550000		\$20,089	

Explanation:

To increase Contingency budget for funds received from Municipal Derivatives Settlement

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



Convenience Center Commingled Recycling Collection Grant

Description

Dare County has been awarded the Convenience Center Commingled Recycling Collection Grant from the NCDEQ. This grant allows for the purchase of 2 compactors and 2 receivers to be installed at the Kitty Hawk Recycle Center and the Manteo Recycle Center. Commingling of recycle goods will save time, money, and space due to fewer trips that the Recycle Dept will have to take to market.

Board Action Requested

1. Sign Grant Contract, 2. Sign Attachment E, and 3. Sign Budget Amendment

Item Presenter

Edward Mann, Public Works Director

DARE COUNTY

BUDGET AMENDMENT

F/Y 2017-2018

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Recycling					
<u>Revenues:</u>					
NCDEQ grant	103025	427013	00820	\$31,000	
<u>Expenditures:</u>					
Capital Outlay	104715	537400	00820	\$33,641	
Advertising & Promotion	104715	525600	00820	\$1,000	
Fuel	104715	513100		(\$3,641)	

Explanation:

Convenience Center Commingled Recycling Collection Grant

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **0293

This contract (the "Grant Award Contract") is hereby made and entered into this **1st day of September, 2017**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Agency") and **DARE COUNTY** (the "Grantee").

If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and acknowledges that the terms, conditions, restrictions and requirements hereinafter set forth shall apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

1. Contract Documents. The agreement between the parties consists of the following documents:

- ✓ a. This Grant Award Contract
- b. State's General Terms and Conditions (Attachment A)
- c. Agency's Request for Proposal ("RFP") (Attachment B)
- d. Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)
- e. Notice of Certain Reporting and Audit Requirements (Attachment D)
- ✓ f. Certification of Eligibility Under the Iran Divestment Act (Attachment E)

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

- 2. Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Section 1 above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 3. Contract Period.** This Grant Award Contract shall be effective on the **1st day of October, 2017** and shall terminate on the **30th day of June, 2018**.
- 4. Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
- a. Undertake and/or perform the grant award project, plan or services as described in the Dare County 2018 CCCRC Grant to purchase two (2) compactor systems and in accordance with the approved budget set forth in Attachment C.
 - b. Ensure that the funds subject to the terms of this Grant Award Contract are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
 - c. Comply with the requirements of 09 NCAC 03M .0101, et seq. (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.

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

- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
 - e. Maintain all records related to the Grant Agreement for a period of six (6) years or until all audit exceptions have been resolved, whichever is longer.
 - f. Comply with all State and Federal anti-discrimination laws applicable to its performance under the Grant Agreement and/or the conduct of its business generally.
 - g. Comply with all other laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance under the Grant Agreement and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - h. Obtain written approval from the Agency's Contract Administrator prior to making any subaward or subgrant not already described in the approved the Dare County 2018 CCCRC Grant to purchase two (2) compactor systems.
 - i. Ensure that the terms, conditions, restrictions and requirements of the Grant Agreement, including those incorporated by reference to State and/or Federal law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the grant funds described herein.
 - j. Take reasonable measures to ensure that any and all subgrantees (i) comply with the terms, conditions, restrictions and requirements set forth herein, including those incorporated by reference to State and/or Federal law, and (ii) provide such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.
5. **Agency's Duties.** The Agency shall pay the Grantee in the manner and in the amounts specified in this Grant Award Contract and in accordance with the payment/milestone schedule set out in Attachment C.
6. **Contract Amount.** The total amount paid by the Agency to the Grantee under the Grant Agreement shall not exceed **THIRTY ONE THOUSAND DOLLARS (\$31,000.00)**. This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriations	State	NA

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$31,000.00	1602	536961	6760

Grantee Matching Information:

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

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

[] c. The Grantee's matching requirement is \$, which shall consist of:

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

[X] d. The Grantee is committing to an additional \$3,640.70 to complete the project as described in Attachment C.

Based on the figures above, the total contract amount is \$34,640.70.

7. **Invoice and Payment.** The grant funds shall be disbursed to the Grantee as provided in payment/milestone schedule and relevant attachment and in accordance with the following provisions:

- a. The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within forty-five (45) days following the end of the Contract Period (see Section 3 above). Amended or corrected invoices must be received by the Agency's Controller within six (6) months following the end of the Contract Period. The Agency will not pay any invoice received more than six (6) months following the end of the effective period.
- b. The Agency shall reimburse the Grantee for actual allowable expenditures, with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. "Allowable expenditures" are expenditures associated with the work performed to meet the milestones for a specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones set out in payment/milestone schedule and relevant attachment.

8. **Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 01 to June 30.

9. **Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Agency for the purposes described in the Grant Agreement.

10. **Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Agency upon termination of this Grant Award Contract.

11. **Supplantation of Expenditure of Public Funds.**

The Grantee represents that funds received pursuant to the Grant Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funds that the Grantee otherwise expends for Dare County 2018 CCCRC Grant to purchase two (2) compactor systems services and related programs. Funds received under the Grant Agreement shall be used to provide additional public funding for such services and/or programs and shall not be used to reduce the Grantee's total expenditure of other public funds for such services and/or programs.

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

Grantee Contract Administrator:	Agency's Contract Administrator
Shanna Fulmer, Superintendent Dare County PO Box 1000 Manteo, NC 27954 Telephone: 252-475-5844 Email: shanna@darenc.com	Matt James NC DEQ DEACS 1639 MSC Raleigh, NC 27699-1639 Telephone: 919-707-8133 Email: matt.james@ncdenr.gov

13. **Grantee's Principal Investigator or Key Personnel.** The Grantee shall not substitute its Principal Investigator or Key Personnel without prior written approval from the Agency's Contract Administrator. The Grantee has assigned its Principal Investigator or Key Personnel as follows:

Principal Investigator or Key Personnel
Shanna Fulmer, Superintendent Dare County PO Box 1000 Manteo, NC 27954 Telephone: 252-475-5844
Email: shanna@darenc.com

14. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder. Upon the Grantee's written request, however, the Agency may (a) forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or (b) include any person or entity designated by the Grantee as a joint payee on the Grantee's payment check(s). Such approval and action by the Agency does not obligate the Agency to anyone other than the Grantee, nor does it relieve the Grantee of any duties or obligations for which it is responsible hereunder.
15. **Procurement.** The Grantee understands and agrees that the following provisions shall apply with respect to any and all procurement activities undertaken in connection with the performance of its duties under the Grant Agreement:
- a. None of the work to be performed under the Grant Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Agency's Contract Administrator.
 - b. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, or 143-59.2.
 - c. In the event the Grantee contracts for any or all of the work to be performed under the Grant Agreement, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
16. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the grant funds subject to the terms of this Grant Award Contract shall not relieve the Grantee of any duties or responsibilities herein set forth.
17. **Outsourcing to Foreign Countries.** The Grantee represents that it has identified to the Agency all jobs related to the Grant Agreement that have been or will be outsourced to other countries, if any. The Grantee understands and agrees that no such jobs shall be outsourced to other countries during the course of its performance under the Grant Agreement without prior written approval from the Agency's Contract Administrator.
18. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Grant Award Contract are in compliance with Article

2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

- 19. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Grant Award Contract shall survive the termination or expiration thereof and continue in full force and effect.
- 20. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Grant Award Contract and all Contract Documents attached hereto, which collectively constitute the entire Grant Agreement between the parties.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Grant Award Contract in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which is retained by the Agency, the day and year first above written.

DARE COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Grantee's Signature

By _____
Signature of Department Head or Authorized Agent

Printed Name and Title

Tommy Kirby, Purchasing Director

Printed Name and Title

Organization

Financial Services Division, Purchasing and Contracts Section

Division/Section

ORIGINAL

General Terms and Conditions Governmental Entities

DEFINITIONS

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

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

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

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

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

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

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

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

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

Indemnity

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

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

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

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

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

Default and Termination

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-647 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

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

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

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

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

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

Convenience Center Commingled Recycling Collection Grant Program

APPLICATION GUIDELINES

N.C. Department of Environmental Quality
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation of commingled recycling collection at staffed convenience centers using compacting roll-off collection systems. The Division of Environmental Assistance and Customer Service (DEACS) administers the Convenience Center Commingled Recycling Collection Grant Program through the Solid Waste Management Outreach Program.

With the release of these application guidelines, DEACS is accepting applications for funding from counties, municipalities, and solid waste authorities seeking to implement commingled recycling collection at staffed convenience centers. **Applicants should carefully read this entire document** and are strongly encouraged to contact Rob Taylor at (919) 707-8139 / rob.taylor@ncdenr.gov or Joseph Fitzpatrick at (919) 707-8121 / joseph.fitzpatrick@ncdenr.gov to discuss grant program parameters prior to submitting an application.

Eligible Entities:

North Carolina counties, municipalities and solid waste authorities are eligible for funding through the Convenience Center Commingled Recycling Collection (CCCRC) Grant Program.

Available Funding, Application Due Date, and Equipment Requirements:

The Division of Environmental Assistance and Customer Service plans to offer grants through the Convenience Center Commingled Recycling Collection Grant Program for the duration of funding availability. Grant funding is only available for jurisdictions that operate staffed convenience centers or other staffed drop-off sites collecting residential recyclable materials from the public.

In general, approved grant applications will be funded in the order in which they were received. Grant contracts will only be initiated once all application requirements are met. There is no due date for grant applications. Applications will be accepted on an ongoing basis while funding is available. Applicants are strongly encouraged to submit applications **at least 90 days** prior to intended project implementation. In the event that grant funding is not available when an application is received, DEACS will place applicants on a waiting list in the order in which applications were received and approved, and then DEACS will initiate a grant contract as soon as funds become available.

Convenience Center Commingled Recycling Collection Grants are only available for the direct purchase of compacting roll-off systems that will be used to collect commingled residential recyclable materials from the public. Both self-contained compacting roll-off systems and stationary compacting roll-off systems using detachable roll-off receiver boxes are eligible for grant funding support. Compacting roll-off systems used to collect municipal solid waste are not eligible for grant funding, and grant funds are not available to support the leasing or renting of equipment.

Grant Amounts and Cash Match:

The maximum amount of grant funding that is available through a Convenience Center Commingled Recycling Collection Grant is \$31,000, or \$15,500 per compacting roll-off system with a maximum grant supported purchase of two (2) compacting roll-off systems. Applicants may either apply once for one (1) Convenience Center Commingled Recycling Collection Grant of \$31,000 to support the purchase of two (2) compacting roll-off systems, or they may apply for twice two (2) separate Convenience Center Commingled Recycling Collection Grants of \$15,500, with each grant supporting the purchase of one (1) compacting roll-off system. The lifetime maximum CCCRC Grant funding limit for any one applicant is \$31,000.

DEACS will reimburse grantees for the direct purchase of self-contained compacting roll-offs or combination stationary compacting units and detachable roll-off receiver boxes, not to exceed \$15,000 in equipment funding per

roll-off system for up to two systems in the jurisdiction (\$30,000 maximum award for equipment). An additional \$500 may be requested per compactor system being purchased to create and / or update signage and / or to create recycling outreach materials for distribution to citizens using the convenience centers (\$1,000 maximum award for education and outreach support including signs). There is **no minimum cash match requirement**, however the cost of all expenditures beyond the grant award amounts that are allocated to compacting roll-off equipment and education and outreach support will be the responsibility of the applicant.

Convenience Center Commingled Recycling Collection Eligibility Requirements:

1. **Commingled Collection** - Only communities intending to collect commingled recyclables in roll-off containers (sometimes known as “single stream” collection) at staffed drop-off sites are eligible for CCCRC Grant funding. Eligible projects can include either the initiation of commingled recycling for the first time, or the transition from the loose collection of recyclables to compacted collection. Compacting roll-off systems that will be used for the collection of source separated recyclable materials and/or recyclables intentionally mixed with municipal solid waste for mixed waste processing **are not** eligible for CCCRC grant funding.
2. **Allowed Roll-off Units** – Communities transitioning to the use of a compacting roll-off system for commingled recycling collection at convenience centers under this grant program may purchase a self-contained compacting roll-off system or they may purchase a combination of a stationary compacting unit plus one detachable roll-off container (typically 40 cubic yards in volume).
3. **Maximum Funding Eligibility** - To ensure that sufficient funds are available for all communities interested in commingled recycling collection at convenience centers, local governments and solid waste authorities will be limited to the purchase of two (2) CCCRC grant funded compacting roll-off systems.
4. **Retroactive Costs** - DEQ grant-making rules do not allow for the reimbursement of costs made prior to the execution of a grant contract. Any grant-related purchases made prior to the grant contract period start date will not be reimbursed. It is estimated that grant contracts will be in place approximately two months after a convenience center commingled recycling collection grant application is finalized and a grant is formally awarded (see also: “Agreement on Final Grant Applications” below).
5. **Applicant must be in good standing with DEQ** –
 - Applicants with delinquencies on existing DEACS grants (e.g., failure to submit final report) will not be considered for funding until such delinquencies are corrected.
 - Applicants with outstanding Notices of Violations related to solid waste management rules and statutes will not be eligible for funding until the Division of Waste Management has determined the violation(s) has been corrected.
 - Applicants that have failed to complete and submit the required Local Government Solid Waste and Materials Management Annual Report will not be considered for funding.
6. **Agreement on Final Grant Applications** - As a condition of grant award, DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Any changes to initial proposals must be approved by DEACS and the applicant, and the resultant final grant application will become an attachment to the Grant Contract.

Contract Period:

The contract period for this grant is one year. Grantees must expend funds and submit a final report within the contract period unless the contract term is extended by written agreement between the grantee and the N.C. Department of Environmental Quality. Requests for no-cost time extensions should be submitted to the division at least 60 days prior to the contract expiration date. Funds not expended by the end of the contract period will be forfeited. Any funds expended prior to the start of the contract will not be reimbursed.

Application Requirements:

The information on the next page outlines the eight (8) mandatory components of a Convenience Center Commingled Recycling Collection Grant Application. Please ensure that applications include each of these sections in the order listed.

1. **Contact Information** including:
 - Name and title of main contact
 - Organization
 - Address
 - Telephone and fax numbers
 - E-mail address
2. **Project Description:** Provide a description of your plan for implementing the collection of commingled recyclables using a compacting roll-off system at a staffed convenience center. This plan must include the identification of the specific site(s) where commingled collection will be implemented, the entity hauling the roll-off containers (local government or contract hauler), the style of compacting equipment to be purchased (self-contained or stationary), and the name and location of your recycling processor.
3. **Materials Collected:** List the materials to be collected by your commingled recycling collection program. The following materials **must** be included in your program: aluminum and steel cans, corrugated cardboard, mixed paper (including newspapers, glossy magazines and telephone books), glass bottles and jars*, and all plastic bottles. In addition, the collection of other materials including non-bottle plastic containers, milk cartons and juice boxes/aseptic containers is strongly encouraged. If desired, a community may collect corrugated cardboard separately from commingled materials, but CCCRC grant funding is not available to support the purchase of roll-off systems for the collection of separate corrugated cardboard. DEACS staff members are available to help determine the best feasible collection mix for your community. Please include a copy of acceptable items as provided by your recycling processor. **Special note about glass: communities may consider collecting glass separately from the commingled recyclables. Please check with DEACS staff about this option before submitting an application.*
4. **Measurement Plan:** Provide a description of plans to collect data about the before-and-after effects of implementing commingled collection using a compacting roll-off system at your convenience centers. The plans should include estimates of the current frequency of hauls of recyclable materials and current tonnage hauled on a monthly basis. The measurement plan should also include a method for tracking haul frequency and monthly tonnage after the implementation of commingled collection using a compacting roll-off system.
5. **Public Outreach Plan:** Provide a detailed description of plans for recycling program promotion. This Public Outreach Plan should include a strategy for educating residents about commingled recycling prior to the implementation of commingled recycling collection, and the plan should also include continued education after commingled collection has been implemented. The public outreach plan should include new or revamped signage and distribution of educational materials to convenience center users, as well as other methods of encouraging higher recycling participation. State specifically in your Public Outreach Plan here and indicate in the Program Budget whether you intend to request for supplemental grant funds to support the purchase of signage and/or outreach materials. If available, please provide examples of any signage information/ graphics, and outreach materials which you plan to use. DEACS staff members are available to provide feedback on and assistance with the development of any educational and promotional materials.
6. **Implementation Timeline:** Provide a bulleted timeline for the proposed grant project. The timeline should include the date when compacting roll-off equipment will be placed in service for the collection of commingled recyclables and the date when the final report will be submitted to the state to complete the grant project.

7. **Program Budget:** Provide a budget for the purchase of commingled collection compacting equipment. Please use the following budget format:

Quantity	Item	DEACS Grant Funds	Community Funds	Total
1	30 cubic yard self-contained compacting roll-off system	\$15,000	\$3,250	\$18,250
1	New sign and recycling outreach materials for Convenience Center	\$500	\$500	\$1,000
Total Project Expenditures		\$15,500	\$3,750	\$19,250

Additional costs are likely to be associated with the installation of a compacting roll-off system including site preparation, concrete, installation of electrical infrastructure, freight, and other installation costs. It is not necessary to list these costs in the Program Budget, though communities are encouraged to take these costs into consideration when planning compactor system installation projects. Assistance with budget preparation is available from DEACS.

8. **Quote:** Provide a copy of an itemized quote obtained from the intended equipment vendor that specifies the item(s) to be purchased.

NOTE: Any expenses incurred before a contract is signed by both DEQ and the grant recipient are not reimbursable.

How to Submit Applications:

Applicants must submit an electronic copy of their proposal, preferably in MS Word format. Receipt of all proposals will be acknowledged by e-mail or other correspondence. Submit electronic versions to rob.taylor@ncdenr.gov. Please submit electronic versions as Microsoft Word (preferred) or Adobe Acrobat attachments.

Information for Current or Previous Convenience Center Commingled Recycling Collection Grantees:

- A maximum of two (2) compacting roll-off systems can be purchased using Convenience Center Commingled Recycling Grant funding. In order for a previous grantee to reapply for CCCRC funding, the return applicant must not have purchased more than one compacting roll-off system with the support of CCCRC funds. In addition, the return applicant must be in good standing with the CCCRC Grant Program and with other grant programs operated by DEACS, and the applicant must be in compliance with all solid waste statutes and rules as determined by the N.C. Division of Waste Management.
- Re-applications will not be accepted until the expiration date of a previous CCCRC Grant has passed.
- When allocating funding, first time applicants to the CCCRC grant program may take priority over re-applicants.

Other General Terms and Conditions:

All grantees are subject to the terms and conditions listed below. Additional terms and conditions may be addressed in the grant contract and / or listed on the following web site:

<http://deq.nc.gov/conservation/recycling/local-government-recycling-assistance/grant-programs>

- **EIN and NC E-Procurement Registration** – Grantees will be required to provide the local government’s EIN (Federal ID number) and to register with the state’s NC E-Procurement system before a contract can be initiated. You may register with NC E-Procurement using the following link: <http://eprocmnt.nc.gov/>
- **Publications** – Documents and publications associated with a grant contract should be submitted electronically, though if printed must be printed on recycled paper containing at least 30 percent post-consumer content.

- **Final Reports** – A draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date, and a final report is required to be submitted by the contract end date. Final Reports should be submitted electronically. The final report format will be provided by the assigned grant administrator.
- **Contract Extensions and Amendments** – No-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least 60 days prior to the contract end date. The request for extension must indicate how long the grantee is seeking to extend the project and the reason that the extension is being requested (i.e., why the project cannot be completed on time). Any request for an extension must include a new timeline listing revised project milestones and must include a new budget if budget changes are also being requested.
- **Reimbursement** –DEACS grants funds are distributed on a reimbursement basis. Requests for reimbursement can only be made after the grantee has spent funds on the grant project. Reimbursement requests must be submitted electronically, must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of cancelled checks or other financial reports showing that funds were spent. State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests. Payment of grant proceeds may be made by check or electronic draft, and funds are usually distributed between 15 and 30 days after a reimbursement request is received and approved by DEACS.
- **Final 10 Percent of Funds** – DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final grant report has been received and approved by DEACS. The final report must be received by the contract end-date. All final requests for reimbursement must be received within 45 days of the contract end-date or all unpaid grant funds will be forfeit.

Related Grant Programs and Funding:

Implementation of commingled recycling collection at staffed convenience centers is expected to free up physical space that can be used to offer additional recycling services to the public. Applicants under the Convenience Center Commingled Recycling Collection Grant Program are strongly encouraged to expand or improve these services using the following funding sources:

- **Community Waste Reduction and Recycling Grants** – this program provides possible funding for collection of additional materials at convenience centers including oil, oil filters, antifreeze, cooking oil, textiles, carpet, bulky rigid plastics, and plastic bags. For more details about this program, see <http://deq.nc.gov/conservation/recycling/local-government-recycling-assistance/grant-programs> or contact Rob Taylor at 919-707-8139 or rob.taylor@ncdenr.gov.
- **White Goods Distributions and Grants** – funds distributed to counties for the management of white goods may be used to improve infrastructure at convenience centers for the collection of white goods and related materials. Supplemental white goods grants may also be used for the same purpose. For more information on the use of white goods distributions or grants, see <http://deq.nc.gov/about/divisions/waste-management/waste-management-permit-guidance/solid-waste-section/white-goods> or contact Bill Patrakis at 919-707-8290 or at william.patrakis@ncdenr.gov.
- **Electronics Management Fund Distributions** – local governments receiving electronics management fund distributions may use this funding to purchase equipment, structures, and supplies that streamline or improve their collection of electronic products from the public at convenience centers. For more information on this program, see: <http://deq.nc.gov/about/divisions/waste-management/solid-waste-section/electronics-management> or contact Ethan Brown at 919 707-8249 or at ethan.brown@ncdenr.gov.



County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5000

Dare County Convenience Center Commingled Recycling Collection Grant

Applicant Contact Information:

Dare County
Shanna Fullmer, Solid Waste Superintendent
P O Box 1000
Manteo, NC 27954
Phone No. 252-475-5844
Fax No. 252-473-5218
Email shanna@darenc.com

Project Description:

Dare County will purchase recycling compactors to collect commingled recyclables at the staffed Kitty Hawk Recycle Center and the staffed Dare County Recycle Center located in Manteo. Both sites will use stationary compactors with a detachable roll off container that will take the compacted materials to Bay Disposal in Currituck County. The hauling will be done at the Kitty Hawk site, and the Manteo site by Dare County employees operating Dare County owned trucks.

Materials Collected:

The recyclables collected by our program will include plastic bottles, steel cans, aluminum cans, empty aerosol cans, and newspapers, magazines, telephone books, and residential mixed paper while continuing to separate out corrugated cardboard and glass.

Measurement Plan:

Records are kept of the frequency and tonnage that is collected in Kitty Hawk and Manteo. Currently, both sites need to be brought to market once every other week, and the weight at both sites equal an average of .68 tons to 2.89 tons. The Dare County Information Technology Dept is developing a database for the Recycle Dept to track loads and tonnages of items going to market. This technology will be available in July 2017 and will be an asset to our record keeping. Dare County will work with the Town of Kitty Hawk and the Public Information Officer to promote the commingled program.

Public Outreach Plan:

To inform the public about the changes to recycling in Dare County, we will advertise in the local paper and update both websites. The signage used will be created by the Dare County Buildings and Grounds Dept. DEACS may make suggestions about what signs would work best. Once the compactor is operational, a "grand opening" will be planned for the public to come and tour the Recycle Yard and see how the compactor works.

Implementation Timeline:

- November 10, 2017—complete purchase and installation of recycling compactors and outreach materials, initiate recycling using new equipment
- June 30, 2018—final report submitted to NC DEQ.

Program Budget:

<u>Item</u>	<u>DEACS Grant Funds</u>	<u>Dare County Funds</u>	<u>Total</u>
Two 2 yd recycling compactors with 40 yd receiver boxes	\$30,000.00	\$3,640.70	\$33,640.70
Recycling signs and outreach materials	\$1,000.00	0	\$1,000.00
Total Project Expenditures	\$31,000.00	\$3,640.70	\$34,640.70

Quote:

Attached is a quote from Bakers Waste Equipment for the purchase of two stationary compactors and two receiver roll-offs



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

BAKERS WASTE EQUIPMENT

Attachment C
QUOTATION Contract 7342 Original

Quote No.: 26717
Date: 05/04/17
Valid Until: 06/04/17
Customer No.: L01364
Customer Ref. No.:
Page No.: Page 1 of 3

BILL TO
Dare County P.O. Drawer 1000 Manteo NC 27954 USA

SHIP TO
Dare County 1018 Driftwood Dr 252.475.5844 Shanna Fullmer Manteo NC 27954 USA

TOTAL
\$ 16,240.00

Sales Employee: Ron Clark / HSE
Contact Name: Shanna Fullmer
Terms: N30

Ship Via: BWE Transport, LLC
FOB:

Item No.	Description	Unit Price	Quantity	Total
8-200	Pinnacle Stationary 2 yd Compactor	\$ 8,985.00	1.000	\$ 8,985.00

Power Unit w/ Weather Cover
100% Warning Light
Voltage TBD
3 Phase motor

*Compactors are quoted standard with a tri-volt (208/230/460V), 3ph motor
Prices may vary based on single phase or non standard voltage applications

PINNACLE COMPACTOR DISCLAIMER:

Upon delivery, customer is responsible for off loading / placement of equipment on site unless otherwise arranged

If existing equipment is being replaced, it is the customer's responsibility to remove the old equipment before installation of new equipment

Customer will provide a clean, level, concrete pad to spec for compactor installations

Customer is responsible for supplying the electric service disconnect in line of sight of the compactor

Electronic disconnect box must be ready ("hot") w/ the proper fuse prior to compactor installation

Compactors come standard with a power unit / motor wired for 3ph power (unless otherwise specified)

Compactors installed by Pinnacle will leveled, bolted down, and test run

Remote power units will located in close proximity to the compactor and electric disconnect

Power units are free standing and not bolted to the pad unless specified

Prices may vary based on single phase or non standard voltage applications

Power Units specified for 1 phase power will need a phase converter to 3 phase or a special motor / pump configuration

*10HP, 1 phase motors are not recommended for compactor power units and will be exempted from the product warranty

*Compactors ordered without fabricated load options are subject to the 84" Rule (ANSI 245.2)

*If the 84" Rule is not being met, then the compactor will be equipped w/ Hold To Run Controls

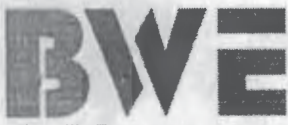
*In lieu of Hold To Run, a Key Switch, Auto Start can be offered providing the customer signs off and assumes responsibility for compliance with the 84" Rule

*Disclaimer forms for sign off, and assuming responsibility to the 84" Rule are available upon request

SITE READINESS:

Customer will be contacted prior to installation to confirm site readiness

Customer is liable for extra labor charges / service calls due to the site not being ready upon the arrival of the service / delivery

**Bakers Waste Equipment, Inc.**1808 Norwood St SW
Lenoir NC 28645
USA

BAKERS WASTE EQUIPMENT

Attachment C
Contract 7342 OriginalQuote No.: 26717
Date: 05/04/17
Valid Until: 06/04/17
Customer No.: L01364
Customer Ref. No.:
Page No.: Page 2 of 3

Item No.	Description	Unit Price	Quantity	Total
CC40-710	Pinnacle 40 yd Octagon Receiver-7ga/10ga	\$ 6,395.00	1.000	\$ 6,395.00

Standard Octagonal Specifications

- Understructure Cross Members – 3" channel on 16" center
- 2 Gussets per cross member
- Main Rails – 2"x 6" tubing 1/4" wall, with solid bull nose
- Pull Hook – 1.5" integrated and welded into sub-structure crossmembers
- Floor – 3/16" steel plate
- Wheels – 8" dia. x 6" long with grease fitting
- Guide Rollers – 4" dia. x 6" long with recessed grease fitting
- Sides and Front – 3/16" steel plate
- Sides and Top – 10 gauge
- Rear Door – 3/16" steel w/ 3-point lever latch and safety chain w/ 6" formed channel frame
- Hinges – 3 heavy duty 8"x 8" plate hinges w/ 1.5" pin and grease zerks
- Paint – Oxide primer 2.0 mils; industrial enamel finish to 2.0 mils

We Appreciate Your Interest In BWE Products, And For This Opportunity To Do Business,

Amber Miller
BWE Customer Service
(800) 221-4153 (Toll Free)
(828) 726-3001 (Office)
(828) 726-3010 (Fax)
amiller@bwe-nc.com (Email)
www.bwe-nc.com (Website)

*Lead Time: Approx (4) Weeks After Receipt Of Order - Subject To Change At Time Of Order (with no load options)

*Prices Quoted Are Good For 30 Days From The Date Of The Quote

*Sales Tax Will Be Applied Unless BWE Has A Tax Exempt Certificate On File

*Customer Is Responsible And Liable For Offloading Equipment Upon Delivery Unless Alternate Methods Have Been Arranged Prior To Delivery

Order Terms and Conditions:

Order Confirmation – quotes are confirmed into orders based on customer verbal or written confirmation.

ALL INFORMATION CONTAINED IN A CONFIRMED QUOTE WILL BE CONSIDERED CORRECT AND ACCURATE AT THE TIME OF THE ORDER

Purchase Orders are recommended and preferred to confirm an order. The quoted product item, price, quantity, and specifications are also acknowledged at the time the order is confirmed.

Prices will be subject to change based on any subsequent alteration to quantity, product design or specification, logistics, or delivery schedule.

Order Cancellations – cancelled or revised orders must be approved by BWE and may be subject to a change order fee of 25% if the order is already in production

Payment Terms – method and payment terms are confirmed at time of order. New accounts will be subject to a deposit,



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

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QUOTATION Contract 7342 Original

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Valid Until: 06/04/17
Customer No.: L01364
Customer Ref. No.:
Page No.: Page 3 of 3

Item No.	Description	Unit Price	Quantity	Total
<p>prepayment, and / or COD payment terms until a credit application can be processed for payment term options</p> <p>Warranty – standard BWE warranty applies to all new products sold. Warranty date begins on the date the product is received and is only valid if the products have been received, and paid for in full</p> <p>Shipping Damages – any damages must be noted at the time of delivery to the freight company that delivers the product. Failure to do so may jeopardize any damage claim to repair, return, or replace the damaged product. Customer is responsible for offloading equipment and is liable for damages during offloading unless arranged otherwise</p> <p>Return Policy – products must have return authorization from BWE prior to them being returned. Items returned are subject to restocking fees of 25%. BWE reserves the sole right to waive any return or restocking fees</p>				

Subtotal	\$ 15,380.00
Shipping	\$ 860.00
Tax	
Total	\$ 16,240.00

Remarks: S-200; CC40-710
1 TL @\$860
*Lead Time: Approx (4) Weeks After
Receipt Of Order - Subject To Change At
Time Of Order (with no load options)



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

BAKERS WASTE EQUIPMENT

Attachment C
QUOTATION Contract 7342 Original

Quote No.: 26718
Date: 05/04/17
Valid Until: 06/04/17
Customer No.: L01364
Customer Ref. No.:
Page No.: Page 1 of 3

BILL TO
Dare County P.O. Drawer 1000 Manteo NC 27954 USA

SHIP TO
Dare County 1018 Driftwood Dr 252.475.5844 Shanna Fullmer Manteo NC 27954 USA

TOTAL
\$ 17,400.70

Sales Employee: Ron Clark / HSE
Contact Name: Shanna Fullmer
Terms: N30

Ship Via: BWE Transport, LLC
FOB:

Item No.	Description	Unit Price	Quantity	Total
S-200	Pinnacle Stationary 2 yd Compactor	\$ 10,402.00	1.000	\$ 10,402.00

Power Unit w/ Weather Cover
100% Warning Light
Voltage TBD
Single phase 10HP with phase converter

*Compactors are quoted standard with a tri-volt (208/230/460V), 3ph motor
Prices may vary based on single phase or non standard voltage applications

PINNACLE COMPACTOR DISCLAIMER:

Upon delivery, customer is responsible for off loading / placement of equipment on site unless otherwise arranged

If existing equipment is being replaced, it is the customer's responsibility to remove the old equipment before installation of new equipment

Customer will provide a clean, level, concrete pad to spec for compactor installations
Customer is responsible for supplying the electric service disconnect in line of sight of the compactor
Electronic disconnect box must be ready ("hot") w/ the proper fuse prior to compactor installation
Compactors come standard with a power unit / motor wired for 3ph power (unless otherwise specified)
Compactors installed by Pinnacle will leveled, bolted down, and test run
Remote power units will located in close proximity to the compactor and electric disconnect
Power units are free standing and not bolted to the pad unless specified
Prices may vary based on single phase or non standard voltage applications
Power Units specified for 1 phase power will need a phase converter to 3 phase or a special motor / pump configuration
*10HP, 1 phase motors are not recommended for compactor power units and will be exempted from the product warranty

*Compactors ordered without fabricated load options are subject to the 84" Rule (ANSI 245.2)
*If the 84" Rule is not being met, then the compactor will be equipped w/ Hold To Run Controls
*In lieu of Hold To Run, a Key Switch, Auto Start can be offered providing the customer signs off and assumes responsibility for compliance with the 84" Rule
*Disclaimer forms for sign off, and assuming responsibility to the 84" Rule are available upon request

SITE READINESS:

Customer will be contacted prior to installation to confirm site readiness
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USA

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Quote No.: 26718
Date: 05/04/17
Valid Until: 06/04/17
Customer No.: L01364
Customer Ref. No.:
Page No.: Page 2 of 3

Item No.	Description	Unit Price	Quantity	Total
CC40-710	Pinnacle 40 yd Octagon Receiver-7ga/10ga	\$ 6,138.70	1.000	\$ 6,138.70

Standard Octagonal Specifications

- Understructure Cross Members – 3" channel on 16" center
- 2 Gussets per cross member
- Main Rails – 2"x 6" tubing 1/4" wall, with solid bull nose
- Pull Hook – 1.5" integrated and welded into sub-structure crossmembers
- Floor – 3/16" steel plate
- Wheels – 8" dia. x 6" long with grease fitting
- Guide Rollers – 4" dia. x 6" long with recessed grease fitting
- Sides and Front – 3/16" steel plate
- Sides and Top – 10 gauge
- Rear Door – 3/16" steel w/ 3-point lever latch and safety chain w/ 6" formed channel frame
- Hinges – 3 heavy duty 8"x 8" plate hinges w/ 1.5" pin and grease zerks
- Paint – Oxide primer 2.0 mils; industrial enamel finish to 2.0 mils

We Appreciate Your Interest In BWE Products, And For This Opportunity To Do Business.

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(828) 726-3001 (Office)
(828) 726-3010 (Fax)
amiller@bwe-nc.com (Email)
www.bwe-nc.com (Website)

*Lead Time: Approx (4) Weeks After Receipt Of Order - Subject To Change At Time Of Order (with no load options)

*Prices Quoted Are Good For 30 Days From The Date Of The Quote

*Sales Tax Will Be Applied Unless BWE Has A Tax Exempt Certificate On File

*Customer Is Responsible And Liable For Offloading Equipment Upon Delivery Unless Alternate Methods Have Been Arranged Prior To Delivery

Order Terms and Conditions:

Order Confirmation – quotes are confirmed into orders based on customer verbal or written confirmation.

ALL INFORMATION CONTAINED IN A CONFIRMED QUOTE WILL BE CONSIDERED CORRECT AND ACCURATE AT THE TIME OF THE ORDER

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Prices will be subject to change based on any subsequent alteration to quantity, product design or specification, logistics, or delivery schedule.

Order Cancellations – cancelled or revised orders must be approved by BWE and may be subject to a change order fee of 25% if the order is already in production

Payment Terms – method and payment terms are confirmed at time of order. New accounts will be subject to a deposit,



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Page No.: Page 3 of 3

Item No.	Description	Unit Price	Quantity	Total
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prepayment, and / or COD payment terms until a credit application can be processed for payment term options
 Warranty – standard BWE warranty applies to all new products sold. Warranty date begins on the date the product is received and is only valid if the products have been received, and paid for in full
 Shipping Damages – any damages must be noted at the time of delivery to the freight company that delivers the product. Failure to do so may jeopardize any damage claim to repair, return, or replace the damaged product. Customer is responsible for offloading equipment and is liable for damages during offloading unless arranged otherwise
 Return Policy – products must have return authorization from BWE prior to them being returned. Items returned are subject to restocking fees of 25%. BWE reserves the sole right to waive any return or restocking fees

Subtotal	\$ 16,540.70
Shipping	\$ 860.00
Tax	
Total	\$ 17,400.70

Remarks: S-200; CC40-710
 1 TL @\$860
 *Lead Time: Approx (4) Weeks After
 Receipt Of Order - Subject To Change At
 Time Of Order (with no load options)

Notice of Certain Reporting and Audit Requirements

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

Reporting Thresholds.

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

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

Other Provisions:

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

**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 contracting with the State certify, 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; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

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 contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.



Budget Amendment - Information Technology/GIS

Description

GIS has been consolidated into the Information Technology department. The budget amendment eliminates the separate GIS budget, adding those amounts into the Information Technology budget, to properly reflect the consolidation and current management of these functions retroactive to July 1, 2017.

Board Action Requested

Adopt the budget amendment.

Item Presenter

None

DARE COUNTY

BUDGET AMENDMENT

F/Y 2017-2018

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department: Info Tech/GIS					
<u>Expenditures:</u>					
Information Technology	104445	various*		\$164,017	
GIS	104446	various*			\$164,017

*Line items to be increased/decreased per attached line item detail

Explanation:

GIS has been consolidated into the Information Technology department. This amendment eliminates the separate GIS budget, adding those amounts into the Information Technology budget, to properly reflect the consolidation and current management of these functions retroactive to July 1, 2017. Actual expenditures-to-date will be reclassified as appropriate upon approval of this budget amendment.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



09/21/2017 10:58
631sdefo

DARE COUNTY FINANCE LIVE DB
YEAR-TO-DATE BUDGET REPORT

P 1
glytbdud

FOR 2017 03

ACCOUNTS FOR: 10 General	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
104446 GIS							
104446 500200 Salaries	145,643	0	145,643	32,389.15	.00	113,253.85	22.2%
104446 500300 FICA	11,142	0	11,142	2,396.01	.00	8,745.99	21.5%
104446 500400 Retirement	10,559	0	10,559	2,377.41	.00	8,181.59	22.5%
104446 500500 Health Insurance	40,494	0	40,494	10,123.56	.00	30,370.44	25.0%
104446 500700 Retiree Health Insur	255	0	255	.00	.00	255.00	.0%
104446 510800 Technical Support	15,700	0	15,700	.00	.00	15,700.00	.0%
104446 510941 OH per Cost Allocati	-73,521	0	-73,521	-18,380.25	.00	-55,140.75	25.0%*
104446 511100 Telephone & Postage	500	0	500	1.11	.00	498.89	.2%
104446 511503 Maint & Repair-Vehic	500	0	500	.00	.00	500.00	.0%
104446 512103 Leases-PC's	910	0	910	659.42	.00	250.58	72.5%
104446 513100 Fuel	1,200	0	1,200	.00	525.00	675.00	43.8%
104446 513300 Supplies	2,500	0	2,500	312.35	.00	2,187.65	12.5%
104446 525000 Training	1,500	0	1,500	.00	.00	1,500.00	.0%
104446 525100 Travel	1,500	0	1,500	.00	.00	1,500.00	.0%
104446 525400 Insurance & Bonds	4,135	0	4,135	1,033.74	.00	3,101.26	25.0%
104446 525700 Miscellaneous	1,000	0	1,000	.00	.00	1,000.00	.0%
TOTAL GIS	164,017	0	164,017	30,912.50	525.00	132,579.50	19.2%
TOTAL General	164,017	0	164,017	30,912.50	525.00	132,579.50	19.2%
TOTAL EXPENSES	164,017	0	164,017	30,912.50	525.00	132,579.50	



Report on Budget Actions for FY2018 CIP

Description

The Board approved the FY2018 CIP on 9/18/2017 and authorized the County Manager to execute the necessary budget amendments and project ordinances while requiring a report on those actions. Attached are copies of the budget amendment for the Capital Reserve Fund, the capital project ordinance for the Capital Projects Fund, and the capital project ordinance for the School Capital Projects Fund.

Board Action Requested

None, report only.

Item Presenter

David Clawson, Finance Director

DARE COUNTY

BUDGET AMENDMENT

F/Y 2017-2018

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Capital Reserve Fund					
<u>Revenues:</u>					
Appropriated Fund Balance	273925	499900		\$96,870	
<u>Expenditures:</u>					
Reserved for CIP	274925	555009			\$2,262,238
Transfer to Capital Projects Fund for:					
Jail HVAC	274925	596100	60308	107,000	
Elections	274925	596100	60318	233,460	
EMS Pumps	274925	596100	60315	54,000	
COA	274925	596100	60317	96,250	
Revaluation	274925	596100	60319	52,898	
B&G	274925	596100	60310	63,000	
Public Works	274925	596100	60330	78,500	
EMS Facilities	274925	596100	60331	167,000	
Transfer to School Capital Projects Fund					
for:					
DCS Local Capital Outlay	274925	596300	98418	557,000	
DCS CIP	274925	596300	98428	950,000	

Explanation:
FY 2018 through FY 2022 CIP

Approved by:

Board of Commissioners: Authorized CM to execute on 9/18/2017 _____ Date: _____

County Manager:  _____ Date: _____

(sign in red)

COPY

<i>Finance only:</i>		
Date entered: _____	Entered by: _____	Reference number: _____

**County of Dare, North Carolina
Capital Project Ordinance
for
Approved FY 2018 CIP Projects**

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

Section 1 This ordinance is to establish a budget for the approved FY 2018 CIP projects.

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

Section 3 The following amounts are appropriated for the projects:

Jail HVAC Units	615520-737435-60308	\$107,000
Elections Voting Machines	615430-737435-60318	\$233,460
EMS Suction & Infusion Pumps	615531-737435-60315	\$54,000
COA Renovations	615676-737435-60317	\$96,250
Aerial Photography	615451-737435-60319	\$52,898
Building & Grounds Projects	615470-737435-60310	\$63,000
Skid Mounted Boom	615717-737435-60330	\$78,500
EMS Facilities	615531-737435-60331	\$167,000
COA Expansion	615676-710910-60332	\$35,000

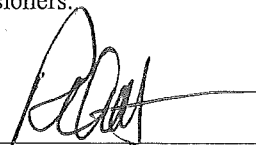
Section 4 The following revenues are anticipated to be available to complete the projects:

Transfer from Capital Reserve FY 2018	613090-492738-60308	\$107,000
Transfer from Capital Reserve FY 2018	613090-492738-60318	\$233,460
Transfer from Capital Reserve FY 2018	613090-492738-60315	\$54,000
Transfer from Capital Reserve FY 2018	613090-492738-60317	\$96,250
Transfer from Capital Reserve FY 2018	613090-492738-60319	\$52,898
Transfer from Capital Reserve FY 2018	613090-492738-60310	\$63,000
Transfer from Capital Reserve FY 2018	613090-492738-60330	\$78,500
Transfer from Capital Reserve FY 2018	613090-492738-60331	\$167,000
Debt Proceeds LP #60332	613090-470318-98726	\$35,000

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.

Adopted this 19th day of September, 2017.



County Manager, as authorized by the Board of
Commissioners on 9/18/2017

COPY

Gary L. Gross, Clerk to the Board of Commissioners

[SEAL]

**County of Dare, North Carolina
Capital Project Ordinance - Schools
for
Fiscal Year 2018 Projects in the Adopted Capital Improvements Plan**

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

Section 1 This ordinance is to establish a budget for the approved projects for fiscal year 2017 in the adopted Capital Improvements Plan to be funded from the Capital Reserve Fund and to establish a budget for local capital outlay provided by the General Fund.

Section 2 The following budget shall be conducted within the School Capital Projects Fund (fund #63).

Section 3 The following amounts are appropriated for the projects:

Local capital outlay- CR Fund & General Fund	635675-737435-98418	\$807,000
Local capital – DCS CIP	635675-737435-98428	\$950,000
Local capital – DCS CIP – Manteo High School	635675-737435-98658	\$590,000

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

Operating transfer from Capital Reserve FY 2018 (LCO)	633090-492700-98418	\$557,000
Operating transfer from Capital Reserve FY 2018 (CIP)	633090-492700-98428	\$950,000
Operating transfer from General Fund FY 2018 (LCO)	633090-491000-98418	\$250,000
Debt Proceeds – tbd in FY 2018	633090-470200-98727	\$590,000

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, the Superintendent of the Dare County Schools and the Clerk to the Board of Commissioners.

Adopted this 19th day of September, 2017.



County Manager, as authorized by the Board of
Commissioners on 9/18/2017

[SEAL]

Gary L. Gross, Clerk to the Board of Commissioners

COPY



Tax Collector's Report

Description

August 2017 Discoveries over \$100.00
August 2017 Releases over \$100.00
August 2017 NCVTS Refunds over \$100.00

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Discovery Report for REAL ESTATE, PERSONAL PROPERTY and MOTOR VEHICLE

(Discoveries over \$100.00)

Month: **August**

Date Range: **8/1/2017 - 8/31/2017**

Submitted By: **Becky Huff**

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Discovered</u>	<u>Tax Discovered</u>
POWELL, ELLA ESTATE	004275001	2017	Historic Distict exemption removed	261,200.00	6,275.85
THE HEIRS OF BRANT L WISE	936920000	2017	Pickup Boat	282,270.00	2,608.18
OBX SUGAR SHACK	984555000	2017	Asset Discovery during CTSI audit	2,433.00	435.22
WAVE PIZZA CAFE	984554000	2017	Asset Discovery during CTSI audit	7,915.00	550.00
MANTEO MARINE LLC	972878000	2017	Late listed / Adjusted values	74,532.00	688.66
SUNSET GRILLE AND RAW BAR	982776000	2017	Late listed / Adjusted values	31,802.00	237.89
NOTTINGHAM, BARBARA A	022426000	2017	OAE Exemption removed	174,200.00	1,201.98
KELLOGG SUPPLY CO	970663000	2017	New asset not listed	59,347.00	250.06
CAROLINA COASTAL PLASTIC SURGERY	983931000	2017	Amended listing form with added asset	67,253.00	599.23
				960,952.00	12,847.07

Release Report for REAL ESTATE, PERSONAL PROPERTY and MOTOR VEHICLE

(Releases over (\$100.00))

Month: August

Date Range: 8/1/2017 - 8/31/2017

Submitted By: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel#</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Released Value</u>	<u>Tax Released</u>
WISE, BRANT L	936920000	2017	Release boat value to heirs	-282,270.00	-2,371.07
TOWN OF NAGS HEAD	006951000	2017	Revise to exempt status	-278,100.00	-1,307.07
MADISON, PAULA D	019507000	2017	Remove previous owner's boat	-93,120.00	-663.11
BOGUSZ, ED	935669000	2017	Camper tagged by DMV	-17,499.00	-162.75
ELSWICK, DAVID B.	936516000	2017	Trailer tagged by DMV	-14,744.00	-137.12
WATSON, ROBERT C	031195005	2017	Value release	-195,000.00	-1,638.00
WOODFIN, DUANE T	014611000	2017	Reduce building value	-55,600.00	-360.91
DOUGH, THOMAS ANDREW	026546000	2017	Situs change / Value change	-22,700.00	-139.94
RODANTHE SUNSET RESORT UNIT OWNERS	004895999	2017	Property status corrected to exempt	0.00	-4,000.26
REYNOLDS, HAROLD W III	962624000	2017	Situs change / Value change	-34,126.00	-415.81
RODANTHE SUNSET RESORT LLC	004895001	2017	Adjusted land codes	-85,500.00	-589.69
NELSON, EVELYN L	025694369	2017	Building value decrease	-47,200.00	-396.48
GLONEK, ARVON LEMOYNE	015561000	2017	Property Damage from Hurricane Matthew	-46,400.00	-337.86
DOOLIN, CHARLES WAYNE TTEE	008126001	2017	Clerical error due to parcel split	-109,100.00	-928.33
STEARNS BANK N.A.	976833000	2017	Item disposed bof by owner	-19,845.00	-160.75
WELLS FARGO EQUIPMENT FINANCE INC	976894000	2017	Vehicle located in VA	-27,750.00	-196.31
N C ORTHONDONIC PARTNERS, LLC	974005000	2017	Closed March 2016	-31,213.00	-265.59

Release Report for REAL ESTATE, PERSONAL PROPERTY and MOTOR VEHICLE

(Releases over (\$100.00))

Month: August

Date Range: 8/1/2017 - 8/31/2017

Submitted By: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel#</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Released Value</u>	<u>Tax Released</u>
MONRO MUFFLER BRAKE, INC #1067	976700003	2017	Correct Values	-14,139.00	-120.30
PACCAR FINANCIAL CORP	976896000	2017	Remove four vehicles from inventory	-375,092.00	-2,653.43
DIAMOND SHOALS RESTAURANTS	970552000	2017	Duplicate listing	-51,010.00	-386.28
FIRE & RAIN LLC	983672000	2017	Moved to Currituck	-140,209.00	-724.88
ACTON MOBILE	984522000	2017	Duplicate listing	-221,802.00	-1,569.06
WILLIAMS, FREDERICK	961994000	2017	Boat sold in 2016	-14,366.00	-144.21
Total Tax Released:					<u>-19,669.21</u>



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 9/5/2017 3:29:40 PM

Payee Name	Secondary Owner	Address 1	Refund Reason	Change	Interest Change	Total Change
CARETTI, RAMON LOUIS	CARETTI, CECILIA SMALLWOOD	PO BOX 6S RODANTHE, NC 27968	Tag Surrender	(\$77.43)	\$0.00	(\$77.43)
				(\$15.51)	\$0.00	(\$15.51)
				(\$18.55)	\$0.00	(\$18.55)
				(\$5.51)	\$0.00	(\$5.51)
					Refund	\$117.00
DARDEN, BRENDA GASKINS		4013 IVY LN KITTY HAWK, NC 27949	Tag Surrender	(\$171.55)	\$0.00	(\$171.55)
				(\$109.50)	\$0.00	(\$109.50)
				(\$14.60)	\$0.00	(\$14.60)
					Refund	\$295.65
GREGORY, ERIN MEEKINS	GREGORY, BRENT WINFRED	1905 COTTON WOOD ST DERIDDER, LA 70634	Tag Surrender	(\$101.42)	\$0.00	(\$101.42)
				(\$70.76)	\$0.00	(\$70.76)
				(\$9.43)	\$0.00	(\$9.43)
					Refund	\$181.61
HAVENS, MICHELLE RUTH	HAVENS, TIMOTHY ELDON	3050 AMBER TRL POLLOCK PINES, CA 95726	Tag Surrender	(\$77.61)	\$0.00	(\$77.61)
				(\$7.85)	\$0.00	(\$7.85)
				(\$18.59)	\$0.00	(\$18.59)
					Refund	\$104.05
HOOPER, ELVIN LINWOOD		PO BOX 519 BUXTON, NC 27920	Tag Surrender	(\$80.11)	\$0.00	(\$80.11)
				(\$19.71)	\$0.00	(\$19.71)
				(\$1.78)	\$0.00	(\$1.78)
				(\$19.19)	\$0.00	(\$19.19)
	Refund	\$120.79				
MEDVEC, ANDREW STEPHEN		136 MILL POINT DR HAMPTON, VA 23669	Tag Surrender	(\$92.74)	\$0.00	(\$92.74)
				(\$82.15)	\$0.00	(\$82.15)
					Refund	\$174.89
TILLEY, PAUL D		4615 S BLUE MARLIN WAY NAGS HEAD, NC 27959	Tag Surrender	(\$424.75)	\$0.00	(\$424.75)
				(\$293.37)	\$0.00	(\$293.37)
					Refund	\$718.12
					Refund Total	\$1712.11



Board Appointment - Dare County Transportation Advisory Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

**Board Appointment
Transportation Advisory Board
(Four Year Term)**

There is a vacancy on the Transportation Advisory Board (Human Services Sector)

An application for this vacancy has been received from:

Mandy Earnest

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:

1st choice Transportation Advisory Board

2nd choice _____

3rd choice _____

Name: Mandy Earnest

Address: 316 Burns Drive

City/State/Zip Kill Devil Hills NC 27948

Telephone Home: 207-3952

Business: 475-9257

Resident of Dare County: yes no

Occupation: COA - PACE Program

Business Address: College of the Albemarle

Educational background:

BS Human Development & Family Studies

MS Exercise Science

Business and civic experience and skills:

familiar with the county transportation system
through part employment and current employment

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

Healthy Colonians of the Outer Banks
COA- SGA

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
Laura Willingham	DCDPH		475-5579
Sandy Scarborough	Dare Center		475-9276
Lisa Phillips	ALA		489-8977

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: 9/11/14 Signature of applicant: _____

FOR OFFICE USE ONLY:

Date received: _____

Date forwarded to County Commissioners: _____



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

Bobby 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.

Upcoming Board Appointments

November 2017

1. Dare County Youth Council

A community based volunteer organization comprised of middle and high school students whose mission is to provide wholesome activities, civic projects, and special events for their peers to serve as the “voice” of youth to local government on issues of interest to Dare County youth. 9 vacancies

2. Older Adult Services Advisory Council

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. 5 terms expire

December 2017

1. Board of Equalization and Review

The Board of Equalization and Review is a citizen review board that hears property tax appeals from property owners in Dare County. Under North Carolina law, each county must have an Equalization and Review Board to hear appeals of property values. 5 terms expire

2. Parks and Recreation Advisory Council

This Advisory Council reviews and advises Parks and Recreation in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County. 2 terms expire

3. Special Motor Vehicle Valuation Review Board

The Special Motor Vehicle Valuation Review Board hears and reviews appeals of listings and valuations placed upon taxable motor vehicles located within Dare County. 3 terms expire

January 2018

1. Nursing Home Community Advisory Council

The Nursing Home Community 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 Council 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. 1 term expires

2. Tourism Board

The Outer Banks Visitors Bureau is the lead marketing and promotional agency for The Outer Banks of North Carolina and is funded by one percent of the occupancy tax and one percent of the prepared meals tax collected in Dare County. The Towns and other agencies represented on the Tourism Board submit recommendations for their appointments to the Board of Commissioners for final approval. One County Commissioner serves on the Board and there are two at-large seats for which applications are accepted. 7 terms expire

-----Instructions for Obtaining and Submitting Applications-----

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website, or by calling Janice Williams at 475-5800.

COMMISSIONERS' BUSINESS

MANAGER'S / ATTORNEY'S BUSINESS