



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, February 20, 2017

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

AGENDA

- 5:00 PM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Public Comments
- ITEM 3** Pending Merger of the Chicamacomico Banks and Salvo Fire Departments
- ITEM 4** Dare County Soil & Water Board - Quarterly Report
- ITEM 5** Proposal for Construction Administrative Services for Hatteras Inlet
- ITEM 6** Award of FY2016-2017 Vehicle and Equipment Financing
- ITEM 7** Discussion of Salary Study
- ITEM 8** **Public Hearing – 5:30 p.m. – Wanchese Minimum Lot Size Amendments**
- ITEM 9** **Public Hearing – 5:30 p.m. – 2016 S-9 Supplement to Code of Ordinances**
- ITEM 10** Consent Agenda
1. Approval of Minutes (02.06.17)
2. Public Health Division - Partners for Improvement of Community Health Grant
3. Public Health Division - Maternal Health Funding
4. Emergency Management - Budget Amendment
5. Road Request - Holly Ridge Road, Manteo, NC
6. Advertise 2016 Tax Year Liens
- ITEM 11** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON MARCH 6, 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



Public Comments

Description

The Dare County Board of Commissioners will provide time on the agenda for Public Comments.

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Pending Merger of the Chicamacomico Banks and Salvo Fire Departments

Description

For some time, discussions have occurred between the Chicamacomico Banks Volunteer Fire Department and Salvo Volunteer Fire Department about a possible merger.

Mike Daugherty, Chief of the Chicamacomico Banks Volunteer Fire Department, and Salvo Volunteer Fire Department Assistant Chief Ervin Gaskins, will present information to Board of Commissioners about how the merger will enhance service to both communities.

Board Action Requested

Informational Presentation - No Action Requested At This Time

Item Presenter

Steve Kovacs, Fire Marshal



Dare County Soil and Water Board -- Quarterly Report

Description

Ann Daisey with Dare County Soil and Water Conservation District will update the Board as part of her quarterly report. She will provide updates on community outreach efforts, Hurricane Matthew stream clean up debris efforts, and district cost share programs

Board Action Requested

Presentation of quarterly report -- no action needed

Item Presenter

Ann Daisey



Proposal for Construction Administrative Services for Hatteras Inlet

Description

Attached is a proposal from Coastal Planning & Engineering of North Carolina, Inc. (CPE-NC) to provide engineering consulting and construction administrative services associated with maintaining the Hatteras Inlet Navigation Channels.

The attached agreement includes the Scope of Professional Services and Standard Rate Schedule for the project.

Board Action Requested

Discuss and take appropriate action

Item Presenter

Ken Wilson, Vice President, Coastal Planning & Engineering of North Carolina, Inc.

COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.

4038 MASONBORO LOOP ROAD, WILMINGTON, NC 28409

910-791-9494 PHONE 910-791-4129 FAX

January 27, 2017

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

Re: Proposal: Construction Administrative Services for Hatteras Inlet Navigation Channels

Dear Mr. Outten:

Coastal Planning & Engineering of North Carolina, Inc. (CPE-NC) is pleased to provide you with this proposal to provide Dare County (OWNER) engineering consulting and construction administrative services associated with maintaining the Hatteras Inlet Navigation Channels. CPE-NC has a special preferred relationship with CB&I Environmental & Infrastructure, Inc. (CB&I), and through that relationship CPE-NC will utilize CB&I's personnel, resources and assets to perform the proposed Services.

The Scope of Professional Services (the Services) is attached to this proposal as Exhibit A. The Work included under Task 1: Construction Administrative Services will be performed on a time and material basis not-to-exceed \$27,060.00. Task 2: Underwater Cultural Resource Survey will be performed for a lump sum fee of \$83,237.00.

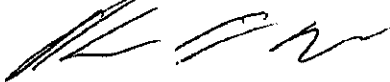
Exhibit B of the attached proposal is our standard rate schedule, which will be used in charging time and materials to Task 1.

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

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

Very truly yours,

COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.



Ken Willson
Vice President

**COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.
SERVICES AGREEMENT**

All in accordance with the following terms and conditions.

1. **SCOPE OF SERVICES: COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC. ("CPE-NC") agrees to perform for the undersigned CLIENT, engineering and consulting ("Services") described in attached Proposal dated January 27, 2017 and/or as follows:**
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2. **FEES, INVOICES AND PAYMENTS:** The Services will be performed as follows:
Task 1 will be performed on a time and materials basis not-to-exceed Twenty Seven Thousand and Sixty Dollars (\$27,060.00); and

Task 2 will be performed for a lump sum fee of Eighty Three Thousand Two Hundred Thirty Seven Dollars (\$83,237.00)

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

3. **CLIENTS COOPERATION:** To assist CPE-NC in performing the Services, CLIENT shall (i) provide CPE-NC with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with CPE-NC when requested, (iii) permit CPE-NC reasonable access to relevant project sites, (iv) ensure reasonable cooperation of CLIENT's employees in CPE-NC's activities, and (v) notify and report to all regulatory agencies as required by such agencies.
4. **CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to CPE-NC, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, CPE-NC will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by CPE-NC in connection with this

Agreement including, but not limited to, CPE-NC's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party.

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

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

7. **INDEMNITIES:** CPE-NC shall defend, indemnify and hold harmless CLIENT from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CPE-NC, its borrowed servants and their employer and its subcontractors, and their respective employees and agents acting in the course and scope of their employment. CLIENT shall defend, indemnify and save harmless CPE-NC (including its borrowed servants and their employers and its and their affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by CPE-NC shall not apply to, loss, damage, injury or liability arising from the acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents, or of third parties.

8. **LIMITATIONS OF LIABILITY:**

a. **GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY CPE-NC SHALL BE TO REQUIRE CPE-NC TO RE-PERFORM ANY DEFECTIVE SERVICES. CPE-NC'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE LESSER OF THE AMOUNT OF COMPENSATION FOR SUCH SERVICES, OR \$100,000 (WHICH AMOUNT INCLUDES ANY FEES AND COSTS INCURRED IN RE-PERFORMING SERVICES). THE REMEDIES IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. ALL CLAIMS, INCLUDING THOSE FOR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER SHALL BE DEEMED WAIVED UNLESS SUIT THEREON IS FILED WITHIN ONE (1) YEAR AFTER THE EARLIER OF (1) CPE-NC'S SUBSTANTIAL COMPLETION OF THE SERVICES OR (2) THE DATE OF CPE-NC'S FINAL INVOICE. FURTHER, CPE-NC SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE IT BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW.**

b. **CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, CPE-NC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS**

OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

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

10. **TERMINATION:** Either party may terminate this Agreement with or without cause upon twenty (20) days' written notice to the other party. Upon such termination, CLIENT shall pay CPE-NC for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay CPE-NC all reasonable costs and expenses incurred by CPE-NC in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

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

12. **MISCELLANEOUS:**

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

b. **DISPUTES, ATTORNEY FEES -** Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 9 hereunder. In

any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

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

d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

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

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

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

Executed on _____, 20__.

COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

CLIENT: _____

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

**EXHIBIT A:
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
CONSTRUCTION ADMINISTRATION SERVICES FOR
THE HATTERAS INLET NAVIGATION CHANNELS**

Coastal Planning & Engineering of North Carolina, Inc. (CPE-NC) will provide construction administrative services to the County of Dare (OWNER) in support of conducting maintenance dredging operations of the “Connector Channel” in the vicinity of Hatteras Inlet. The Scope of Services included in this proposal are: (1) Construction Administrative Services and (2) Underwater Cultural Resources Survey. A detailed description of each of these services follows.

TASK 1 – CONSTRUCTION ADMINISTRATIVE SERVICES

CPE-NC will assist the OWNER in complying with permit conditions on a time and materials basis before, during and after dredge maintenance activities of the “Connector Channel” in the vicinity of Hatteras Inlet. Services may include CPE-NC attendance at up to two (2) pre-construction coordination meetings (including the pre-construction conference) between the OWNER, regulatory agencies, resource agencies and/or the dredge contractor, which in this case is proposed to be the U.S. Army Corps of Engineers (USACE).

CPE-NC will coordinate with the State of North Carolina 2 weeks in advance of each dredging event and provide a workplan drawing indicating the area to be maintained for each dredging event, the method to be utilized for dredging, the area to be used for spoil disposal, if any, the estimated amount of material to be removed and locations of the submerged aquatic vegetation beds. The workplan drawing for the contractor will be based on the latest survey data available. This proposal assumes that bathymetric survey data needed to prepare these work plans will be provided by the State DOT or USACE. As such hydrographic surveys are not included in this proposal.

During construction, CPE-NC will coordinate as directed by OWNER with the USACE and the State of North Carolina. CPE-NC will be available to review dredging data, if necessary, to determine the depth and position of excavation and the resulting channel widths and depths. If necessary, CPE-NC will provide plan view drawings showing the dredging locations. The drawing may include drag head positioning data provided by the USACE showing the width, depth and length of area that has been excavated since the last dredge location submittal.

Based on the availability of pre- and/or post-dredging survey data, and at the request of the OWNER, CPE-NC will prepare post-construction drawings and compute the volume of material removed from the channel to document the results of the channel maintenance. Such deliverables can be provided within 2 weeks of receiving survey data. Upon request from the OWNER, CPE-NC will also review the post-dredging surveys to assess the best course of action for the next maintenance dredging event.

Given the uncertainty of the number and duration of channel maintenance events, CPE-NC will complete Task 1 on a time and materials basis. This scope for construction administration services assumes dredging for the maintenance events will occur between

**EXHIBIT A:
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THE HATTERAS INLET NAVIGATION CHANNELS**

the notice to proceed and March 31, 2018. The proposal assumes up to 3 maintenance dredging events during that time. If additional maintenance events are required, a change order will be prepared and presented to the OWNER.

TASK 2 – UNDERWATER CULTURAL RESOURCE SURVEY

Following a review of the CAMA Major Permit Application, the North Carolina Department of Natural and Cultural Resources, submitted a letter dated December 12, 2016 recommending the following conditions be included in the CAMA and USACE permits for the Hatteras Inlet Connector Channel project:

- *Initial maintenance dredging of the existing shoaled areas will be permitted only in those areas that DCM determines have been previously dredged.*
- *After the initial maintenance dredging within the areas that DCM determined to have been previously dredged, and prior to any additional dredging activities in the “un-dredged areas”, a comprehensive underwater archaeological survey shall be carried out by a qualified archaeologist to determine if there are significant submerged resources in the “un-dredged areas.”*
- *Potential effects on these resources shall be assessed prior to initiation of any dredging activities in the “un-dredged areas” and appropriate no-work zones established, if deemed necessary.*
- *Only after the report has been reviewed and comments provided by the Underwater Branch, will dredging in the additional areas be permitted.*

The division of Coastal Management issued the CAMA Major Permit for the project on December 20, 2016. Included as condition 8 of the permit is the following:

In order to ensure that dredging activities do not adversely impact potential submerged archaeological resources, including shipwrecks, initial maintenance dredging of existing shoaled areas shall be limited to those areas determined by the Division of Coastal Management to have been previously dredged. Prior to the initiation of dredging activities in any area determined by the Division of Coastal Management to be outside of previously dredged areas, a comprehensive underwater archaeological survey shall be carried out for the entire project area. This underwater archaeological survey, which shall be designed in coordination with and approved by the Underwater Archaeology Branch of the Department of Natural and Cultural Resources, shall assess potential effects on these resources, and as necessary establish appropriate no-work zones around such resources.

CPE-NC, along with its sub-contractor Tidewater Atlantic Research, Inc. (TAR), will conduct a comprehensive underwater cultural resource survey of the entire permitted area (Figure 1). The survey will be designed in coordination with and approved by the Underwater Archaeology Branch of the Department of Natural and Cultural Resources. The survey will assess potential effects on these resources, and as necessary establish

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appropriate no-work zones around such resources to determine if the proposed construction will have any impact on potentially significant cultural resources in the vicinity. The investigation will include a magnetometer and sidescan sonar survey of the permit area. Sub-aerial (exposed) portions of the permit area will not be surveyed. The survey will be timed to use tides to survey the maximum extent of the area practicable with the survey vessel.

CPE-NC and TAR will provide all personnel and equipment to carry out the survey, process the data, and provide a written report detailing the investigation to the NC DCM, NC Dept. of Natural and Cultural Resources, the USACE and the County. The report shall include methodology, historical background information, previous investigations, a description of the findings as well as conclusions and recommendations.



Figure 1. Map showing the location of the permit area in which the underwater cultural resource survey will be conducted.

**EXHIBIT B:
STANDARD RATE SCHEDULE
DARE COUNTY, NORTH CAROLINA
CONSTRUCTION ADMINISTRATION SERVICES FOR
THE HATTERAS INLET NAVIGATION CHANNELS**

I. PERSONNEL CLASSIFICATION	<u>Rate</u>
Principal Engineer.....	230.00/hour
Expert Witness (Testimony)	230.00/hour
Senior Project Manager	215.00/hour
Senior Coastal Engineer.....	185.00/hour
Program Manager	165.00/hour
Coastal Engineer III	150.00/hour
Coastal Engineer II	125.00/hour
Coastal Engineer I	110.00/hour
Coastal Modeler II.....	130.00/hour
Coastal Modeler I.....	110.00/hour
Professional Surveyor & Mapper	130.00/hour
Hydrographer	125.00/hour
Surveyor.....	95.00/hour
Survey Technician	80.00/hour
Senior Marine Biologist	140.00/hour
Marine Biologist II	95.00/hour
Marine Biologist I	72.00/hour
Professional Geologist.....	130.00/hour
Geologist IV.....	150.00/hour
Geologist III.....	130.00/hour
Geologist II	95.00/hour
Geologist I	80.00/hour
Senior CAD Operator	150.00/hour
CAD Operator	110.00/hour
GIS Operator	110.00/hour
Boat Captain.....	80.00/hour
Bookkeeper	80.00/hour
Clerical.....	72.00/hour
Technician.....	57.00/hour

**EXHIBIT B:
STANDARD RATE SCHEDULE
DARE COUNTY, NORTH CAROLINA
CONSTRUCTION ADMINISTRATION SERVICES FOR
THE HATTERAS INLET NAVIGATION CHANNELS**

II. EQUIPMENT	<u>Rate</u>
Truck (2WD road use).....	\$0.565/mile
Truck (4WD beach use).....	110.00/day
Survey Boat (28 ft. Parker).....	1,050.00/day
Survey Boat (24 ft. Privateer).....	790.00/day
Survey Sea Sled.....	310.00/day
All Terrain Vehicle.....	105.00/day
Enclosed 18" Trailer.....	78.00/day
Trimble RTK GPS.....	495.00/day
Trimble Differential GPS.....	415.00/day
Leitz Total Station w/Data Collector.....	130.00/day
Hand Laser Range Finder.....	15.00/day
Range Azimuth System.....	310.00/day
Odom Hydrotrack Sounder.....	165.00/day
Heave, Pitch, Roll Compensator.....	215.00/day
Odom ES3PT Multibeam.....	600.00/day
Speed of Sound Velocity Meter.....	63.00/day
Hypack/DredgePack Navigation System.....	260.00/day
Hypack/Hysweep.....	260.00/day
Nortek AWAC ADCP high frequency deepwater wave height, direction and current profiler.....	5,000.00/month *
Nortek Aquadopp ADCP low frequency shallow water wave height, direction and current profiler.....	2,900.00/month *
Nortek Storm Software for wave and current data processing.....	50.00/day
Primer statistical package.....	\$200/project
X-STAR CHIRP 512i Seismic Profiling System.....	1,150.00/day
Seismic Profiler Thermal Printer.....	130.00/day
Sonar Wizard Map Seismic Data Processing Package.....	155.00/day
Edgetech 4200 FS Sidescan Sonar System.....	695.00/day
Sonar Wizard Map Sidescan Data Processing Package.....	155.00/day
Geometric G-881 Magnetometer.....	215.00/day
Schonstedt GA-52B Magnetic Locator.....	30.00/day
Jet Probe with Pump.....	55.00/day
Underwater Tide Gauge.....	175.00/day
Nikon Level/Tripod/Rod.....	65.00/day
PC PowerPoint Projector.....	50.00/day
Lietz Handheld Level.....	10.00/day
Optical Reading Compass.....	10.00/day
Garmin Handheld GPS.....	10.00/day
Turbidimeter.....	38.00/day

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SCUBA Tanks (Nitrox)	19.00/day
Digital Camera	10.00/day
Underwater Camera	32.00/day
Underwater Camera W/Strobes.....	75.00/day
Underwater Seadrop Integrated Camera.....	30.00/day
Underwater Video Camera	115.00/day
GPS Integrated Underwater Video Camera.....	435.00/day
Underwater Scooter	50.00/day
Sieve Analysis.....	75.00/sample
Carbonate Analysis	65.00/sample
Monuments	28.00/each
Survey Disk.....	15.00/each
Dry Suit.....	15.00/day
Ponar Sampler.....	30.00/day
Microscopes	20.00/day
Mobile Telephone	10.00/day
Penetrometer	55.00/day
Generator.....	60.00/day

* ADCP monthly cost may be pro-rated for shorter periods of use

III. SCUBA DIVING SERVICES

Rate

Equipment & Insurance \$75/diver/day **

** Charge in addition to normal hourly rates for personnel listed on Page 1.

IV. NUMERICAL MODELS

Rate

ADCIRC Tidal Circulation Model	\$1,000/project
BOUSS 2D WAVE - Wave Refraction/Diffraction Model.....	\$1,000/project
MIKE21- NSW Spectral Wave Transformation Model	\$2,000/project
MIKE21- HD 2D Current Simulation Model.....	\$2,000/project
MIKE21- ST 2D Sediment Transport Model.....	\$2,000/project
DELFT 3D WAVE - SWAN Wave Refraction/Diffraction Model.....	\$1,000/project
DELFT 3D FLOW - 2D Hydrodynamic Model	\$2,200/project
DELFT 3D MORPHO - Morphodynamic Model.....	\$3,000/project
DELFT 3D WAQ – Water Quality Model	\$2,000/project

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V. REPRODUCTIONS	<u>Rates</u>
Photocopies – Black & White	
8 ½" x 11" and 8 ½" x 14"	\$0.10/page
11" x 17"	\$0.15/page
Heavy Bond	\$0.30/page
Cover Stock	\$0.50/page
Photocopies – Color	
8 ½" x 11" and 8 ½" x 14"	\$0.50/page
11" x 17"	\$0.75/page
Heavy Bond	\$1.00/page
Cover Stock	\$1.00/page
CAD Plotter Copies	
8 ½" x 11" and 8 ½" x 14"	\$1.00/each
11" x 17"	\$2.00/each
24" x 36"	\$3.00/each
VI. APPROVED SUB-CONSULTANTS (management fee).....	10% of cost
VII. DIRECT COSTS (handling fee)	10% of cost

Agreement Addendum

Coastal Planning & Engineering of North Carolina, Inc. (hereafter referred to as Contractor) agrees - - -

That Contractor and all of its subcontractors are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to NCGS 143-6A-4. Contractor agrees that it shall not utilize a subcontractor that is identified on the list.

Ken Wilson, Vice President

Date



Award of FY2016-2017 Vehicle and Equipment Financing

Description

On January 31, 2017, Finance received proposals for financing in the amount of \$1,398,792 with a three year term for acquisition of county vehicles and equipment as approved in the fiscal year 2016-17 operating budget. Responses were received from five financial institutions. The lowest total cost proposal was submitted by US Bancorp Government Leasing & Finance (USBGLF) at a rate of 1.593%. The bid tabulation and financing documents are attached.

Board Action Requested

Adopt the attached Resolution to award the three year financing to USBGLF at a rate of 1.593% and authorize staff, as indicated on the documents, to execute all necessary documents.

Item Presenter

David Clawson

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT IN THE AMOUNT OF \$1,398,792 WITH US BANCORP GOVERNMENT LEASING AND FINANCE INC TO FINANCE THE ACQUISITION OF CERTAIN EQUIPMENT FOR USE BY THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

BE IT RESOLVED by the governing body for the County of Dare, North Carolina (the “Unit”):

Section 1. The governing body of the Unit does hereby find and determine:

- a) The County of Dare proposes the acquisition of certain equipment, which may include fixtures as more fully described in the hereinafter mentioned Contract (collectively, the “Equipment”);
- b) After consideration, the governing body of the Unit has determined that the most advantageous manner of financing thereof is by an installment contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended;
- c) Pursuant to Section 160A-20, the Unit is authorized to finance the acquisition of personal property, including fixtures, by installment contracts that create a security interest in the property financed to secure repayment of the financing; and
- d) US Bancorp Government Leasing and Finance Inc (USBGLF) has proposed that USBGLF enter into an Installment Financing Contract with the Unit to finance the Equipment pursuant to which USBGLF will lend the Unit the amount of \$1,398,792 (the “Contract”) and a related Escrow Agreement between the Unit and USBGLF (the “Escrow Agreement”).

Section 2. The governing body of the Unit hereby authorizes and directs the County Manager and Finance Director to execute, acknowledge and deliver the Contract and Escrow Agreement on behalf of the Unit in such form and substance as the person executing and delivering such instruments on behalf of the Unit shall find acceptable. The Clerk is hereby authorized to affix the official seal of the County of Dare to the Contract and the Escrow Agreement and attest the same.

Section 3. The proper officers of the Unit are authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and the Contract and the Escrow Agreement.

Section 4. Notwithstanding any provision of the Contract or the Escrow Agreement, no deficiency judgment may be rendered against the Unit in any action for breach of a contractual

obligation under the Contract or the Escrow Agreement and the taxing power of the Unit is not and may not be pledged directly or indirectly to secure any moneys due under the Contract, the security provided under the Contract being the sole security for USBGLF in such instance.

Section 5. The Unit covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") as required so that interest on the Unit's obligations under the Contract will not be included in the gross income of USBGLF.

Section 6. The Unit hereby represents that it does not reasonably expect that it, all subordinate entities thereof and all entities issuing obligations on behalf of the Unit, will issue in the aggregate not more than \$10,000,000 of tax-exempt obligations, including the Contract during calendar year 2017. In addition, the Unit hereby does not designate the Contract and its obligations under the Contract as a "bank qualified tax-exempt obligation" for the purposes of the Code.

Section 7. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 20th day of February, 2017.

Chairman, Board of County Commissioners

[SEAL]

COUNTY OF DARE, NORTH CAROLINA

Clerk to the Board

County of Dare, NC
RFP Dated January 17, 2017
\$1,398,792
3 year term

	Rate	1/4ly Pymt	Fees	Total Cost of Loan	Prepayment Premium
Carlyle Capital Markets Inc - No Bid		\$ -	\$ -	\$ -	
PNC Equipment Finance - Schedule A (1)	1.790%	\$ 119,984.37	\$ 250.00	\$ 1,440,062.44	103% of outstanding balance after second anniversary
Signature Public Funding Corp (2)	1.820%	\$ 120,042.13	\$ 1,000.00	\$ 1,441,505.56	101% of outstanding balance
SunTrust Equipment Finance & Leasing Corp	1.820%	\$ 120,042.13	\$ 500.00	\$ 1,441,005.56	101% of outstanding balance
US Bancorp Government Leasing and Finance Inc	1.593%	\$ 119,605.44	\$ -	\$ 1,435,265.28	103% of outstanding balance

Notes:

(1) CIP trucks were included in proposal as Schedule B and proposal requires award of both Schedule A and Schedule B.

(2) Proposal was priced as the County being Bank Qualified for 2017 even though RFP stated otherwise.

ADDENDUM (NORTH CAROLINA)
Master Tax-Exempt Lease/Purchase Agreement

THIS ADDENDUM, which is entered into as of February 27, 2017 between U.S. Bancorp Government Leasing and Finance, Inc. (“Lessor”) and County of Dare (“Lessee”), is intended to modify and supplement Property Schedule No. 4 (the “Property Schedule”) to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of March 14, 2014 (the “Master Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

In addition to the representations, warranties and covenants set forth in the Master Agreement, Lessee represents, warrants and covenants for the benefit of Lessor that (i) Lessee has reviewed the Property Schedule with legal counsel regarding the need to obtain approval of the Local Government Commission, and if determined that such approval is needed, has so obtained such approval, and (ii) if Lessee is a school district, Lessee has reviewed Section 115C-528 of the General Statutes of North Carolina with its legal counsel for compliance with all of the terms and conditions set forth therein for lease-purchase contracts, and has complied with all said terms and conditions with respect to the Property Schedule.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: County of Dare
By:
Name: Robert Outten
Title: County Manager

Attest:
By
Name: Sally DeFosse
Title: Assistant Finance Director

Property Schedule No. 4

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 4** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of March 14, 2014, between U.S. Bancorp Government Leasing and Finance, Inc., and County of Dare.

- 1. Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- 2. Commencement Date.** The Commencement Date for this Property Schedule is February 27, 2017.
- 3. Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- 4. Opinion.** The Opinion of Lessee's Counsel is attached as Exhibit 2.
- 5. Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
- 6. Proceeds.** Exhibit 4 has been intentionally omitted.
- 7. Acceptance Certificate.** Exhibit 5 has been intentionally omitted.
- 8. Additional Purchase Option Provisions.** In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- 9. Private Activity Issue.** Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").
Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".
Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- 10. Bank Qualification and Arbitrage Rebate.** Attached as Exhibit 6.
- 11. Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by March 24, 2017.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: County of Dare
By:
Name: Robert Outten
Title: County Manager

Attest:
By
Name: Sally DeFosse
Title: Assistant Finance Director

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and County of Dare.

PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

PROPERTY LOCATION:

954 Marshall C Collins Drive
Address

Manteo, NC 27954
City, State Zip Code

USE: Vehicles - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$1,398,792.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	27-May-2017	119,605.44	114,034.75	5,570.69	N.A.
2	27-Aug-2017	119,605.44	114,488.90	5,116.54	N.A.
3	27-Nov-2017	119,605.44	114,944.85	4,660.59	N.A.
4	27-Feb-2018	119,605.44	115,402.62	4,202.82	N.A.
5	27-May-2018	119,605.44	115,862.21	3,743.23	848,780.43
6	27-Aug-2018	119,605.44	116,323.63	3,281.81	728,967.09
7	27-Nov-2018	119,605.44	116,786.89	2,818.55	608,676.60
8	27-Feb-2019	119,605.44	117,251.99	2,353.45	487,907.05
9	27-May-2019	119,605.44	117,718.95	1,886.49	366,656.53
10	27-Aug-2019	119,605.44	118,187.76	1,417.68	244,923.13
11	27-Nov-2019	119,605.44	118,658.45	946.99	122,704.93
12	27-Feb-2020	119,605.44	119,131.00	474.44	0.00
TOTALS		1,435,265.28	1,398,792.00	36,473.28	

Interest Rate: 1.593%

Lessee: County of Dare
By:
Name: Robert Outten
Title: County Manager

EXHIBIT A

Property Description

Vehicles

VIN#s to be determined

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

February 27, 2017

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

County of Dare
954 Marshall C Collins Dr
Manteo, North Carolina 27954
Attention: Sally DeFosse, Assistant Finance Director

RE: Property Schedule No. 4 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and County of Dare.

Ladies and Gentlemen:

We have acted as special counsel to County of Dare ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of March 14, 2014 (the "Master Agreement"), between County of Dare, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 4 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Dated: _____

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and County of Dare.

The undersigned, being the duly elected, qualified and acting County Manager of County of Dare ("Lessee") does hereby certify, as of February 27, 2017, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease Purchase Agreement (the "Master Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.
4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of February 27, 2017

County of Dare

By: _____

Print Name: Robert Outten

Print Title: County Manager

**SIGNER MUST BE THE AUTHORIZED
INDIVIDUAL EXECUTING THE DOCUMENTS.**

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and County of Dare.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of County of Dare (“Lessee”) does hereby certify, as of February 27, 2017, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
Robert Outten	County Manager	

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of February 27, 2017

County of Dare

By: _____

Print Name: Gary Gross _____

Print Title: Clerk to the Board _____

**SIGNER MUST NOT BE THE SAME AS THE
EXECUTING OFFICIAL SHOWN ABOVE.**

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and County of Dare

Bank Qualified Tax-Exempt Obligation under Section 265

Check One:

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

Not applicable.

Arbitrage Rebate

Eighteen Month Exception: Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: County of Dare
By:
Name: Robert Outten
Title: County Manager

Language for UCC Financing Statements

Property Schedule No. 4

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: County of Dare

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 4 dated February 27, 2017 to that certain Master Tax-Exempt Lease/Purchase Agreement dated as of March 14, 2014, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

INSURANCE AUTHORIZATION AND VERIFICATION

Date: February 27, 2017

Property Schedule No: 4

To: County of Dare (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")
1310 Madrid Street
Marshall, MN 56258
Attn: Lisa Albrecht

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

LESSOR, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$1,398,792.00, with deductibles no more than \$10,000.00.

**Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Lessee-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. Should you have any questions, please contact Lisa Albrecht at 303-585-4077.*

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent: NCACC Risk Management Pools
Address: 215 N Dawson Street
Raleigh, NC 27603
Phone/Fax: 866-261-5788 / 919-719-1170
E-Mail _____

County of Dare
By: _____
Print Name: Robert Outten
Title: County Manager

TO THE AGENT: *In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 303-585-4931. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name Of Agency:
X _____

By: X _____
(Agent's Signature)

Print Name: X _____ Date: X _____

Insurable Value: \$1,398,792.00

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 4

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of March 14, 2014 and the related Property Schedule No. 4 dated February 27, 2017, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: County of Dare
By:
Name: Robert Outten
Title: County Manager

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name County of Dare, NC		2 Issuer's employer identification number (EIN) 56-6000293
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Lisa Albrecht		3b Telephone number of other person shown on 3a 303-585-4077
4 Number and street (or P.O. box if mail is not delivered to street address) PO Box 1000	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Manteo, NC 27954		7 Date of issue February 27, 2017
8 Name of issue Tax-Exempt Lease/Purchase Agreement		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Sally DeFosse, Assistant Finance Director		10b Telephone number of officer or other employee shown on 10a 252-475-5733

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► Various vehicles and equipment for police, ambulance, sanitation, and general use	18	1,398,792	
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	2/27/2020	\$ 1,398,792	\$ n/a	3 years	1.593%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b Enter the final maturity date of the GIC ▶ _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b Enter the date of the master pool obligation ▶ _____		
c Enter the EIN of the issuer of the master pool obligation ▶ _____		
d Enter the name of the issuer of the master pool obligation ▶ _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ▶ _____		
c Type of hedge ▶ _____		
d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		Date	▶ <u>Sally DeFosse, Assistant Finance Director</u> Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated March 14, 2014 and related Property Schedule No. 4 dated February 27, 2017, between County of Dare as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Lessor the original title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1ST LIEN HOLDER:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
1310 MADRID STREET
MARSHALL, MN 56258**

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.	Lessee: County of Dare
By:	By:
Name:	Name: Robert Outten
Title:	Title: County Manager
Date:	Date: 2/27/17

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of February 27, 2017 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), County of Dare ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of March 14, 2014 (the "*Master Agreement*") and a Property Schedule No. 4 thereto dated February 27, 2017 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$1,398,792.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ

legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68 th Parkway, Suite 100 Portland, OR 97223

County of Dare, as Lessee
By:
Name: Robert Outten
Title: County Manager
Address: 954 Marshall C Collins Dr Manteo, North Carolina 27954

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association 950 17 th Street, 12 th Floor Denver, CO 80202

EXHIBIT 1

**U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank’s trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

County of Dare

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing and future sub-accounts unless otherwise directed

County Manager, 2/27/17

Title/Date

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent For County of Dare Equipment Lease Purchase Escrow

CTS01010A	Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	Escrow Agent Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3
REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of February 27, 2017 (the "Escrow Agreement") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor"), County of Dare (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease/Purchase Agreement dated as of March 14, 2014 (the "Master Agreement") and Property Schedule No. 4 thereto dated February 27, 2017 (the "Schedule" and, together with the terms and conditions of the Master Agreement incorporated therein, the "Agreement"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

Total requisition amount \$ _____

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: County of Dare
By:
Name:
Title:

Exhibit 4

Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and County of Dare

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: County of Dare
By:
Name:
Title:

Exhibit 6

Class Action Negative Consent Letter

February 27, 2017

County of Dare
954 Marshall C Collins Dr
Manteo, North Carolina 27954

RE: USBGLF/County of Dare - - Class Action Litigation Claims

Dear Sally DeFosse, Assistant Finance Director:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

Kathleen Connelly
Vice President
303-585-4591

No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

Yes, U.S. Bank is authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is responsible for forwarding notices received on class action or litigation claims.

Authorized Signer

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. County of Dare, NC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Governmental	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) PO Box 1000	Requester's name and address (optional)
6 City, state, and ZIP code Manteo, NC 27954	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
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5	6	-	6						
0	0	0	2						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ 2/27/17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Discussion of Salary Study

Description

The Board of Commissioners will discuss issues related to the implementation of the salary study of Dare County employees.

Board Action Requested

Discuss and take appropriate action

Item Presenter

Robert Outten, County Manager



Public Hearing -- Wanchese Minimum Lot Size Amendments

Description

A public hearing is scheduled for 5:30 p.m. on February 20, 2017. A staff report with draft motions is included with the cover sheet.

Board Action Requested

Conduct public hearing and act on proposed amendments.

Item Presenter

Donna Creef, Planning Director

STAFF REPORT FOR FEBRUARY 20, 2017 MEETING

FROM: Donna Creef, Planning Director

RE: Public Hearing – Amendments to Minimum Lot Size for Residential Uses in Wanchese Zoning Districts

Earlier this month, the Board scheduled a public hearing on proposed amendments to the various Wanchese zoning districts pertaining to the minimum lot sizes in these districts. The proposed amendments would allow for a reduction in the minimum lot size for lots connected to a central water supply. Currently, the Wanchese zoning districts (except for the Highway 345 district) include the following minimum lot size requirement:

Newly platted lots—For those lots subdivided and recorded after March 24, 2006:

Single family lots: 20,000 square feet of soils not classified as coastal wetlands regardless of the method of drinking water or wastewater disposal.

The Highway 345 district has the following minimum lot size language:

For those lots platted after June 5, 2006 -- Single family lots: 20,000 square feet of soils not classified as coastal wetlands

The majority of zoning districts throughout unincorporated Dare County allow for a reduction in the minimum lot size from 20,000 square feet to 15,000 square feet for lots served by a central water supply. The only areas that do not allow for a reduction in the minimum lot size are the East Lake districts and the Manns Harbor districts. These areas are not served by central water and rely entirely on private wells for a potable water source. In 2006, when the Wanchese zoning map was adopted, connection to a central water system was not an option. A central water system was installed for all of Roanoke Island in 2013.

The draft language is as follows:

Newly platted lots—For those lots subdivided and recorded after March 24, 2006:

Single family lots: 15,000 square feet of soils not classified as coastal wetlands for lots connected to a central water supply.

20,000 square feet of soils not classified as coastal wetlands for lots connected to a private well.

There were no speakers at the January 9 Planning Board hearing on this issue. The Planning Board voted to recommend approval of amendments to the Wanchese minimum lot sizes. Several of the Planning Board members indicated they felt it was a matter of fairness and equity with the other areas of unincorporated Dare County. The Planning Board recommendation included a finding of consistency with the 2009 Land Use Plan. A finding of consistency/inconsistency is required as part of any recommendation for zoning amendments. The pertinent policies from the 2009 Land Use Plan are attached with this staff report. Concerns about greater density on Roanoke Island if a central water system was built are mentioned in the LUP narrative. This language was written at the time when the County was beginning initial discussion on construction of the Roanoke Island water system. The narrative of the Community Village land classification for Wanchese is also attached. It notes that the minimum lot size for Wanchese is 20,000 square feet regardless of the source of potable water. The language states central water is appropriate for areas designated as Community Village as a means of insuring a water supply that is not vulnerable to fluctuations in the water table and the introduction of pollution from on-site septic systems. The Community Village land classifications applies to Hatteras, Avon and Colington, all of which have minimum lot sizes of 15,000 square feet for property connected to a central water supply.

At the close of the hearing, the Board will have completed all statutory requirements to adopt the minimum lot size amendments. I have included motions for the Board's consideration should it be the consensus of the Board act on the amendments. Any motion for adoption should include a finding of consistency.

Motion to adopt: "I move to adopt the proposed amendments to the various Wanchese zoning districts revising the minimum lot size requirements for property served by a central water supply. I find these amendments to be consistent with the 2009 Land Use Plan and other official documents by ensuring minimum lot size regulations that are equitable and consistent throughout unincorporated Dare County."

Motion to revise draft language in response to public comments and/or Board discussion: "I move to revise the draft minimum lot size amendments (insert proposed revisions) and to adopt the revised language for the various Wanchese zoning districts. I find these amendments to be consistent with the 2009 Land Use Plan and other official documents by ensuring minimum lot size regulations that are equitable and consistent throughout unincorporated Dare County."

Dare County except for the Stumpy Point system, such systems may be beneficial alternatives in terms of water quality protection.

Implementation Strategy:

1. Require the establishment of escrow accounts for maintenance and repairs for any new privately-owned centralized wastewater facilities approved for development in unincorporated Dare County. (2010-2015)

Policy ICC #4

Wastewater treatment facilities subject to review and authorization by the NC Division of Water Quality that employ drip irrigation of treated effluent or other non-traditional systems should not be considered for location in Dare County and particularly should not be located in areas subject to storm surge inundation or located in designated flood hazard VE zones as depicted on FIRM (flood insurance rate map) maps.

Implementation Strategies:

1. Consider standards to address the use of drip irrigation wastewater facilities, especially in VE flood zones. (2011)
2. Require the establishment of escrow accounts for maintenance and repairs for any new privately-owned centralized wastewater facilities approved for development in unincorporated Dare County. (2010-2015)

Water

Most areas of unincorporated Dare County are served by a central water supply. The Mainland villages of East Lake, Mashoes and Manns Harbor use private wells for potable water. A central water system for Stumpy Point was constructed in 2002. On Roanoke Island, some areas are connected to the Dare County central water system, however most residents and businesses rely on private wells for drinking water. All of the municipal areas are connected to a central water system supplied by water from the Dare County regional water service.

Throughout the history of Dare County, the provision of central water and construction of water infrastructure has been completed under the auspices of providing a clean, safe drinking water supply for the residents and visitors of Dare County. The expansion of waterline improvements to encourage economic development has never been the goal of Dare County as is the case in other North Carolina communities. In areas not currently served by a central water supply, expansions for private sector development have been approved on a case by case basis with the expenses of infrastructure construction paid by the developer.

In 2007, the Dare County investigated the feasibility of expansion of central water to all areas of Roanoke Island. The Roanoke Island Fire Department had expressed concerns about the lack

of a central system and the ability to adequately fight fires on Roanoke Island. Several public meetings on the topic were conducted by the Dare County Board of Commissioners. Many residents were opposed to the expansion of a central water supply with mandatory hook-up and payment of an impact fee for connection to the system. Others expressed the concern that the availability of central water would lead to increased dwelling density and greater development levels. In 2009, the Board hired an engineering firm to begin work on the expansion of central water to all parts of Roanoke Island. It is hoped that the infrastructure will be installed and completed in 2012.

Policy ICC #5

Public services shall be provided to meet the needs of our permanent and seasonal population and provide a residual capacity for unanticipated contingencies.

Implementation Strategy:

1. Copies of proposed site plans and subdivisions shall be sent to appropriate Dare County agencies and State agencies for review and comment. (2010-2015)

Transportation

Transportation improvements are of great concern to the residents of Dare County. The linear geography of Dare County limits the transportation alternatives available to residents and visitors. The huge influx of seasonal visitors places great demands on existing infrastructure improvements. This concern was voiced numerous times at the public input workshops held in the autumn of 2007 and on the Citizen Involvement Poll.

The most pressing transportation issue for Dare County is the replacement of the Bonner Bridge over Oregon Inlet. Bonner Bridge is the sole access for Hatteras Island from the northern beaches. Ferry service from Ocracoke and Hyde County provides access from the south but this is not a practical transportation route for travel to the northern beaches and other areas to the north and west of Dare County. The Bonner Bridge is critical for the daily transportation needs of the residents of Hatteras Island and Dare County and provides access for the 2.5 million visitors to the Cape Hatteras National Seashore. Summertime traffic counts for Bonner Bridge can exceed 10,000 vehicles per day. Its role in the evacuation of Hatteras Island and Ocracoke Island prior to hurricanes is essential. For sixteen years, the replacement of Bonner Bridge has been studied. The discussion of the replacement bridge has focused on a 17-mile long alternative or a shorter 2.5 mile alternative adjacent to the current location. The long bridge alternative would place the southern-most landing closer to the village of Rodanthe and preclude access to many areas of the Pea Island Wildlife Refuge including the beaches along this stretch of NC 12. The cost of construction of this bridge is in excess of \$1 billion dollars. The short bridge alternative is favored by the Dare County Board of Commissioners and after


served by a central water system. A central water supply may be provided in these areas as noted in each area discussion. Central wastewater treatment facilities are not available except as noted in the individual village discussions and then only to serve specific areas where soil conditions preclude the use of on-site septic systems. The areas designated as Community are colored purple [REDACTED] on the future land use map. Individual village discussions are as follows:

East Lake – East Lake is largely rural in nature with a handful of commercial uses located along the US 64 highway frontage. Although the area is unzoned, a gross floor area of 20,000 square feet was established for East Lake in 2006. It is anticipated that a zoning map for East Lake will be adopted during the next 5-year planning period. Soil conditions are severely limiting in the East Lake community thus impacting the scope of future development activities. On-site septic tank/drainfield systems are used for wastewater treatment and private wells are used for potable water. Central water is not available in East Lake. Minimum lot sizes are set at 20,000 square feet for new lots served by private wells which equates to a dwelling density of 2 units per acre. The planned four-lane expansion of US 64 through the village is anticipated to result in some increased development activity however the poor soil conditions and lack of central water and wastewater facilities will serve as limiting factors.

Stumpy Point - Since the 2003 LUP update, a zoning map for Stumpy Point has been adopted by the Dare County Board of Commissioners. Residential development is limited to single family structures and mobile homes. Commercial uses are designed to serve neighborhood needs. Central water is available in Stumpy Point. Wastewater has historically been managed by on-site septic tank drainfield systems however a central wastewater collection and treatment facility is scheduled for completion in 2010 to mitigate existing public health concerns that exist in Stumpy Point due to the use of malfunctioning or outdated septic systems. The minimum lot size for newly platted lots is 15,000 square feet for lots served by central water/central wastewater. This equates to a density of less than 3 units per acre. Future development in the Stumpy Point area is anticipated to be limited by its remoteness from the more populated communities of Dare County. Residential homes with very limited commercial development is expected over the next planning period.

Community Village

This is a sub-classification of the Community classification that was developed during the 2003 land use plan update process. The purpose of this sub-class is to identify areas with a mixture of low-density residential dwellings, various commercial services and small retail businesses in a village environment. Water-related land uses and facilities such as boat building, fishing, fish processing and crabbing are characteristic of this sub-class. This sub-class seeks to preserve the unique mix of land uses that distinguish a non-urbanized coastal village and to prevent the introduction of urban influences or development that changes or overwhelms the existing patterns of land use by disrupting

the "village" environment. Land disturbing activities that alter or remove vast amounts of vegetation, alter natural drainage patterns, or which divert storm water into surface waters are considered incompatible with this sub-classification. Central water is appropriate as a means of insuring a water supply that is not vulnerable to fluctuations in the shallow water table and the introduction of pollution from on-site septic systems. Wastewater services are discussed in each individual community area for this classification. It is depicted as orange  on the future land use map.

Wanchese – All of the Wanchese tax district is classified as Community Village. Central wastewater treatment plants are not compatible with this sub-class except if located within the Wanchese Seafood Industrial Park for the facilities and operations internal to the Seafood Industrial Park. Since the 2003 update, a use-specific zoning map has been adopted for the Wanchese tax district. The Wanchese zoning map establishes zoning regulations for residential uses, not to include multifamily structures, at a minimum lot size of 20,000 square feet regardless of the source of potable water. This minimum lot size equates to a 2 unit per acre dwelling density. Dare County is currently in the planning and design stage of a central water system for Roanoke Island. Once complete (anticipated completion is 2012) all of Roanoke Island will be served by a central water supply. The commercial zoning districts for Wanchese include gross floor area limitations of 10,000 square feet as detailed in the individual zoning districts. Future development can be anticipated to continue to serve the needs of the residents and businesses of Wanchese.

Historical note -- Previous land use plan updates have addressed the land classification of the site of the Globe Fish Company docks in Wanchese and assigned the land class of "transition" to this site. This site is a natural deep water port and has been in use for shipping and harbor activities for hundreds of years. Commercial shipping activities at this site pre-date all regulatory activities and/or land-use planning documents in Dare County. This site continues to hold potential for commercial shipping, aquaculture, aquaculture related research facilities and loading and docking use. Given the historical nature of this site, the Transition classification is the appropriate land classification for the site despite the presence of indicators that might otherwise lead to the placement of the site in a more restrictive land classification. This area is not depicted on the future land use map for Wanchese due to the small scale of the map however this narrative shall serve as the definitive classification of the site.

Hatteras – the Community Village sub-class applies to those areas of Hatteras village located outside the transition corridor boundaries and zoned NH, RS-1, and R2-AH on the Hatteras village zoning map. Residential uses, include single family homes, mobile homes, and handful of commercial uses, including campgrounds, can be found in these areas. Evidence of the commercial fishing industry can be found throughout the Community Village areas of Hatteras. Central water is available from the Dare County central water system. Minimum lot sizes are 20,000 square feet if served by private wells and 15,000 square feet for lots served by central water for a range of 2-2.8 units per acre

depending on the connection to central water. Central wastewater is consistent with the Community Village sub-class if mandated by the zoning regulations that apply in Hatteras village. Future development patterns can be expected to follow the existing land use patterns with only minor development in the established residential areas. Development of campground areas and larger vacant tracts may occur in a pattern consistent with the Community Village category and the R2-AH zoning classification.

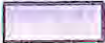
KDH Outside/Colington Several areas of Colington are designated as Commercial Village to reflect the commercial fishing history of the area. These areas are generally zoned as R-2B on the Colington zoning map. The existing uses are predominantly single family residences and mobile homes, many of which are located in mobile home parks. Central water is available from Dare County and wastewater is addressed through the use of individual on-site septic systems. Minimum lot sizes are 20,000 square feet if served by private wells and 15,000 square feet for lots served by central water for a range of 2-2.8 units per acre depending on the connection to central water. Multifamily structures are not compatible with the Community Village designation in Colington as supported by the associated zoning districts that apply in this area. Re-development of some of the mobile home parks may occur within the next five or ten years however such re-development will most likely be of a residential nature unless a change in the current zoning is secured by the property owners

Avon – The area of Avon known as old Kinnakeet village has been designated Community Village on the future use map for Avon. This reflects its rich history as a fishing village and the Community Village designation is consistent with the existing land use patterns found in this area of Avon. Most of the existing structures are single family homes, mobile homes, several churches and fish houses around the harbor area. There are a handful of small commercial uses and a campground which are consistent with the Community Village designation. Central water is available from Dare County and wastewater is addressed through the use of individual on-site septic systems. Minimum lot sizes are 20,000 square feet if served by private wells and 15,000 square feet for lots served by central water for a range of 2-2.8 units per acre depending on the connection to central water. Multifamily structures are not permitted by the zoning district that applies to this area of Avon. The future development of the area will continue to be residential development with limited commercial development designed to serve the community or associated with the fishing industry.

Manns Harbor/Mashoes The majority of Manns Harbor/Mashoes area has been classified as Community Village to reflect the existing land use patterns and compatibility with the zoning classification that applies to the area, MH-A. Most of the existing development consists of residential homes including mobile homes, several churches, boat building operations, a nursery/landscaping business, and a State ferry landing maintenance facility. Central water is currently not available in this area of Mainland Dare County and potable water is provided by the use of individual private wells. Wastewater is managed through the use of individual septic tank/drainfield systems. Multifamily

structures are not consistent in areas designated Community Village in Manns Harbor/Mashoes. The minimum lot size for new lots is 20,000 square feet for lots served by on-site private wells and septic systems. This equals a dwelling density of 2 units per acre. The existing pattern of mixed business uses and residential structures is expected to continue in Manns Harbor/Mashoes over the next several years.

Community Residential

This is a sub-class of the Community classification. The Community Residential classification is used to identify areas predominantly developed with low density residential dwellings. Other land uses may include small businesses, governmental services, educational services, and passive recreational activities associated with natural, cultural, and historic resources and facilities. Central water is appropriate in this sub-class as a means of ensuring a water supply to land uses identified as consistent with the zoning regulations. Central wastewater is currently not available in this district or currently identified as necessary to support the land uses identified for this land classification. This classification seeks to preserve the existing low density development and to prevent the introduction of land uses that are incompatible with the residential setting such as sand mining and other land disturbing activities that alter or destroy natural vegetation, topography, or drainage patterns. Land disturbing activities that alter or destroy existing natural vegetation, drainage, topography, and sand hills are not considered compatible and are discouraged. Prescriptive vegetation removal and best management practices of the NC Forest Service are encouraged. These areas are depicted as pink on the future land use map. 

Additionally, there are many areas that have been designated Community Residential that are platted subdivisions that feature established patterns of residential development that can be expected to continue. Development in these established, stable areas will occur on the remaining vacant platted lots consistent with the applicable residential zoning classification and any protective covenants enforced by private property owners and homeowners associations. The development will continue to be single family homes although it is recognized that some of the residential structures will be used as vacation rentals.

Roanoke Island – The Community Residential sub-class applies to the area of Roanoke Island generally known as “the north end” or the unincorporated portions of Roanoke Island north of the Town of Manteo boundary and the area south of the US 64-Highway 345 intersection known as Skyco. A majority of the area is comprised of existing platted subdivisions that can be described as “stable” neighborhoods. Residential structures, including multifamily structures are permitted according to the zoning map established for this area, in the range of 4-8 units per acre. The multifamily dwelling density limits are set by the applicable zoning classification. Pockets of commercially-zoned areas are located on the north end with permitted uses dedicated to neighborhood retail and service-oriented



2016 S9 Supplement to Code of Ordinances -Public Hearing

Description

American Legal Publishing Company has completed an update of the Dare County Code of Ordinances with all of the amendments that have been adopted between January 1, 2016 and the end of 2016. Although all of the amendments have previously been adopted, it is recommended that a public hearing on the complete S-9 supplement be held. .

Board Action Requested

Motion to adopt resolution

Item Presenter

Donna Creef, Planning Director

RESOLUTION ENACTING AND ADOPTING A SUPPLEMENT
TO THE DARE COUNTY CODE OF ORDINANCES

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio has completed the 2016 S-9 supplement to the County of Dare Code of Ordinances, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the County of Dare Code of Ordinances; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to the North Carolina General Statutes; and

WHEREAS, it is the intent of the Dare County Board of Commissioners to accept these updated sections in accordance with the changes in the law of the State of North Carolina; and

WHEREAS, it is necessary to provide for the usual daily operation of Dare County and for the immediate preservation of the public peace, health, safety, and general welfare of the Dare County that this ordinance take effect at an early date;

NOW THEREFORE BE IT ORDAINED BY THE DARE COUNTY BOARD OF COMMISSIONERS

1. That the 2016 S-9 supplement to the County of Dare Code of Ordinances as submitted by American Legal Publishing Corporation of Cincinnati, Ohio and attached hereto is hereby adopted by reference as if set out in its entirety,
2. Such supplement shall be deemed published as of the day of its adoption and approval by the Dare County Board of Commissioners and such supplement shall be inserted into the Code of Ordinances kept on file in the Office of the Clerk.

Robert L. Woodard, Sr. Chairman

Date:

SEAL:

Gary Gross, Clerk to the Board



Consent Agenda

Description

1. Approval of Minutes (02.06.17)
2. Public Health Division - Partners for Improvement of Community Health Grant
3. Public Health Division - Maternal Health Funding
4. Emergency Management - Budget Amendment
5. Road Request - Holly Ridge Road, Manteo, NC
6. Advertise 2016 Tax Year Liens

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

9:00 a.m., February 6, 2017

Commissioners present: Chairman Robert Woodard, Vice-Chairman Wally Overman
Jack Shea, Margarett Umphlett, Steve House,
Rob Ross, Danny Couch

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten
Finance Director, David Clawson
Public Information Officer, Dorothy Hester
Clerk to the Board, Gary 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 9:01 a.m. He invited the Rev. Don Tears from Kitty Hawk Baptist Church to share a prayer, and then he led the Pledge of Allegiance to the flag.

Note – In order to accommodate a presentation on preliminary flood maps (Item #8) scheduled for 11:00 a.m., some agenda items were handled out of sequential order.

ITEM 1 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Bettie Scarborough, Tax Office, received a 20-year pin.
- 2) Tammy Reber, Social Services, received a 30-year pin.
- 3) Rhonda Creef, Veterans Office, received a 30-year pin.
- 4) Clyde Gard, Public Works Dept, received a 35-year pin.

ITEM 2 – EMPLOYEE OF THE MONTH – FEBRUARY 2017

Emily Gould received the Employee of the Month award from Brandi Rheubottom who described the many ways that Ms. Gould is an asset to the Older Adult Services Department and the Baum Senior Center.

ITEM 3 – OPENING REMARKS – CHAIRMAN’S UPDATE

A video of the Chairman’s update can be seen on the Dare County website.

Chairman Woodard mentioned the following items during his opening remarks –

- He welcomed newly appointed Commissioner Rob Ross to the Board.
- Reported on preliminary talks with the College of the Albemarle (COA) about long-range plans that are in development for the Dare County campus and discussion about expanding the course offerings for local students.
- He described a recent Chamber of Commerce seminar where he participated in a presentation that explained the function of county government.
- An update was given on a meeting with Karen Brown and Bob Peele to discuss engaging the Chamber of Commerce in the plan for implementing the economic development proposal.
- He reported on the recent meeting of the Veterans Advisory Council and commended Veterans Service Officer Rhonda Creef for her dedication.
- Commented on action taken at the recent Board Retreat including the swearing in of Commissioner Ross and approval of the employee salary study.
- The Chairman gave a positive review of the recent oyster roast at Oden’s Dock.
- Report was given on a meeting with Hatteras Island stakeholders to discuss issues including beach nourishment in the Village of Avon.
- In honor of Black History Month, Chairman Woodard celebrated the achievements of black Americans. He presented a certificate to Darrell Collins and recognized him for his distinguished 37-year career as historian with the National Park Service at the Wright Brothers National Memorial.
- The Chairman showcased a video highlighting the wide range of services provided by Dare County government during 2016.

ITEM 4 – PUBLIC COMMENTS

The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. Nobody responded to the invitation to make public comments.

RECESS: 10:03 a.m. – 10:12 a.m.

ITEM 5 – SAVING LIVES TASK FORCE 2017 TOWN HALL SERIES

Information about a Town Hall meeting to address substance abuse and addiction concerns was presented by Vice-Chairman Overman and Roxana Ballinger from the Public Health Division of Dare County Health & Human Services. They explained that the Dare County Substance Abuse Prevention & Education Task Force has grown and undergone a name change to the Dare County Saving Lives Taskforce. Commissioner Umphlett commended the group and noted that lives have been changed because of their efforts throughout our community.

ITEM 6 – SOUTHERN SHORES BEACH NOURISHMENT PROJECT

Mr. Outten outlined a request from the Town of Southern Shores for financial assistance from the Beach Nourishment Fund for a small beach nourishment project they are considering for the town’s southern-most end. Southern Shores Town Manager Peter Rascoe described the need and location of the project and efforts that are being made to finalize costs and determine whether permits can be obtained in time to join in with the upcoming nourishment projects planned for nearby municipalities. It was noted that once costs and permits are finalized the Town will then make a decision on whether to authorize the project and move forward.

MOTION

Commissioner Shea motioned to approve granting the Town of Southern Shores 50% cost reimbursement from the Beach Nourishment Fund for the Town’s beach nourishment project in an amount not to exceed \$500,000.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 7 – CUP AMENDMENT FOR RESIDENTIAL GROUP DEVELOPMENT

This agenda item was handled as a quasi-judicial proceeding. All parties to the proceeding including Planning Director Donna Creef, Steve Evans, and Doug Jackson were duly sworn by the Clerk to the Board before offering any testimony.

Ms. Creef outlined the applicant’s Conditional Use Permit (CUP) amendment request to construct a duplex and a new single-family residence. She explained the background of the project and provided details about the amendment request. The County Manager asked the applicant if he agrees to the findings of fact listed in the CUP and stipulates to the facts presented by the Planning Director and Mr. Jackson said he agrees.

MOTION

Commissioner Couch motioned to grant approval of the CUP amendment and site plan. Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 8 – PRESENTATION ON PRELIMINARY FLOOD MAPS

Spencer Rogers from NC SeaGrant gave a presentation on the preliminary flood maps. He described how models are applied to the mapping process and showed how the proposed maps will impact Dare County and the region with many properties being moved to lower risk zones. He said the maps are becoming less realistic as coastal hazard zones and FEMA should be encouraged to develop more accurate mapping models. Mr. Rogers explained that local governments cannot adopt requirements that are lower than the federal standard; however, they may adopt higher standards and impose Freeboard requirements. Vice-Chairman Overman noted that it would be prudent for coastal communities to adopt ordinances that are based on historical common sense data and build at heights that are known to be safe. Mr. Rogers said incentives are built into the flood insurance program for higher construction heights.

ITEM 9 – REQUEST FOR PUBLIC HEARING – 2016 SUPPLEMENT TO THE DARE COUNTY CODE OF ORDINANCES

Planning Director Donna Creef asked the Board to schedule a Public Hearing on a needed update to the published Code of Ordinances in order to incorporate all the amendments that were adopted in 2016.

MOTION

Commissioner Shea motioned to schedule a Public Hearing on the Code of Ordinances Supplement for 5:30 p.m., February 20, 2017.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 10 – REQUEST FOR PUBLIC HEARING – WANCHESE MINIMUM LOT SIZE AMENDMENTS

Planning Director Donna Creef reported that the Planning Board, in response to Commissioner direction, has implemented procedures to possibly amend the Wanchese minimum lot size requirements for properties connected to a central water supply. She explained that the majority of unincorporated Dare County zoning districts allow for a reduction in the minimum lot size from 20,000 square feet to 15,000 for lots that are served by a central water supply. It was noted that when the Wanchese zoning map was adopted in 2006 the village did not have a central water system available at that time. Ms. Creef said the Planning Board voted to recommend a reduction in the minimum lot size for lots that are served by a central water system. She said a Public Hearing is needed if the Board wants to further consider the lot size amendments.

MOTION

Vice-Chairman Overman motioned to schedule a Public Hearing on the proposed amendments for 5:30 p.m., February 20, 2017.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 11 – RESOLUTION TO SUPPORT ADEQUATE STATE FUNDING FOR THE SERVICES OFFERED BY TRILLIUM (Att. #1)

Vice-Chairman Overman presented a resolution to support adequate State funding for the services offered by Trillium, which is the LME/MCO that provides mental health, substance use disorder, and intellectual/developmental disability services in a 24 county area that includes Dare County. He read highlights of a letter from the CEO of Trillium Health Resources addressing the cutbacks in State funding that jeopardize the services that are provided to Dare County citizens. Vice-Chairman Overman shared a resolution asking the State to provide adequate funding for the services offered by Trillium.

MOTION

Commissioner Shea motioned to adopt the resolution of support.

Commissioner Umphlett seconded the motion.

VOTE: AYES unanimous

ITEM 12 – CONSENT AGENDA

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

MOTION

Commissioner Shea motioned to approve the Consent Agenda:

- 1) Approval of Minutes (01.17.17 & 01.27.17) **(Att. #2)**
- 2) Authorization to Participate in Governor's Crime Commission Grant for 2017
- 3) Lease for Computer Equipment – New EOC/911 Center
- 4) Budget Amendment for the Dare County Center
- 5) Dare County EMS Facilities Assessment Plan

Commissioner Umphlett seconded the motion.

VOTE: AYES unanimous

ITEM 13 – BOARD APPOINTMENTS

1) Aging Advisory Council for the Albemarle Commission

Commissioner Umphlett motioned to reappoint Brandi Rheubottom and Kay White.
Commissioner Shea seconded the motion.

VOTE: AYES unanimous

2) Fessenden Center Advisory Board

Commissioner Couch motioned to accept the recommendation of the Fessenden Center Board and appoint Kenneth Brite (Avon Area), Keith Durham (Buxton Area), and Forrest Paddock (Buxton Area).

Commissioner Shea and Commissioner House seconded the motion.

VOTE: AYES unanimous

3) NC Senior Tar Heel Delegates

Commissioner Shea motioned to reappoint Kaye White as Delegate and Mary Ellen Hawthorne as Alternate.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

4) Planning Board

Vice-Chairman Overman motioned to reappoint David Overton (At-Large), Michael Barr (District Two), and Beth Midgett (District Four).

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

5) Upcoming Board Appointments

The upcoming Board appointments for March, April and May were announced.

ITEM 14 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS

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 Shea – congratulated the service pin recipients and the Employee of the Month thanking them for making Dare County a great place to live, work, and raise a family. He said he was looking forward to seeing progress with the County’s economic diversification program. Commissioner Shea asked that the Board send a letter to the White House Chief of Staff seeking support to keep our inlets open year round.

MOTION

Commissioner House motioned to approve sending a letter signed by the Chairman. Commissioner Shea and Commissioner Umphlett seconded the motion.

VOTE: AYES unanimous

Commissioner Couch – thanked those who attended the recent oyster roast in Hatteras Village. He commented on an informal meeting in Avon with Senator Cook and Representative Boswell where beach nourishment and fisheries issues were discussed.

Commissioner Ross – cited the need for a disciplined and strategic approach for addressing issues like the funding of beach nourishment projects. Whether looking at Avon beach nourishment, economic development, or health and human services funding, he urged the Board to strategically approach each decision.

Commissioner House – gave a detailed report about the recent fisheries meeting in New Bern concerning the petition for rulemaking that would create Secondary Nursery Areas. He said a large group of people showed up to oppose the petition and present resolutions similar to the one adopted by the Dare County Board of Commissioners. Commissioner House recommended changes in the procedure for how people apply to serve on various boards and committees. He suggested that people come before the Board of Commissioners and speak about the appointment that they are seeking.

Commissioner Umphlett – congratulated the Employee of the Month and the service pin recipients noting that Dare County must be doing something right with so many employees being retained for 20 or 30 years of service. She expressed thanks for the flood map presentation by Spencer Rogers and thanked Commissioner House for representing the Board of Commissioners at the recent fisheries meeting.

Vice-Chairman Overman – commended the service pin recipients and the Employee of the Month. He thanked the Board for adopting the resolution in support of adequate State funding for Trillium. He reported that grant opportunities might be available from the Tourism Board for multi-use paths in Hatteras Village and for help needed by the Roanoke Island Historical Association. The Vice-Chairman said Senator Cook’s office has been asked to make sure the request that was previously submitted to the North Carolina Highway Patrol for summer weekend traffic assistance is forwarded to the attention of Glenn McNeill the new Commander of the Highway Patrol recently appointed by Governor Cooper.

Chairman Woodard – presented a list of boards and committees for which Commissioner appointments need to be made. He offered the following motion –

MOTION

Chairman Woodard motioned to appoint –

- Commissioner House to the Roanoke Island Commission – to replace Warren Judge
- Commissioner Ross to the Albemarle Commission – to replace Chairman Woodard.
- Commissioner Ross to the Northeast Workforce – to replace Chairman Woodard.
- Vice-Chairman Overman to the Coastal Studies Institute – to replace Warren Judge.
- Commissioner Shea to the Veterans Advisory Council (Ex Officio) – as a new appointment.
- Chairman Woodard to the COA Board of Trustees – to replace Warren Judge.

Vice-Chairman Overman and Commissioner Shea seconded the motion.

VOTE: AYES unanimous

MANAGER’S/ATTORNEY’S BUSINESS

1. County Manager Outten reported on a recent meeting in Frisco with the National Park Service (NPS) concerning the need for beach nourishment in the Village of Avon. As a result of the meeting, he said NPS needs a letter from the County in order to move forward in determining what might be possible.

MOTION

Vice-Chairman Overman and Commissioner Couch motioned to approve sending a letter to the Park Service.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

2. Mr. Outten updated the Board about the Nags Head property that is owned by the County and leased to a dermatologist. He said the tenant has agreed to a 2 year lease and noted that the County may be able to offer a longer term on future leases. He explained that in order to bring a lease to the Board with the same terms and conditions with a simple 2 year length, the County needs to comply with certain statutory requirements and asked for authority to proceed.

MOTION

Commissioner Shea motioned to approve proceeding as outlined by the Manager.

Commissioner Umphlett seconded the motion.

VOTE: AYES unanimous

3. The Manager gave an update on the timetable for replacement of the HVAC chiller at Dare County Justice Center. He described the impact that the project could have on activity at the facility and outlined a timetable of logistical contingencies.

Chairman Woodard asked staff if they had any items for the Board to consider –

- Public Information Officer, Dorothy Hester, gave an update on a campaign known as “More Beach To Love” that is providing information to the public about the beach nourishment projects that are underway in the municipalities and Buxton. She said information is available at www.MoreBeachToLove.com.
- In follow-up to the discussion of beach nourishment projects, the Chairman asked Mayor Tom Bennett about the timeline for the Southern Shores project that is under consideration. Mayor Bennett said the cost issue is still a factor to be determined, but they are optimistic that permits could happen quickly. He thanked the Dare County Board of Commissioners for their support.
- Ms. Hester asked the Board if they had any feedback on the new County website. Commissioner Couch said he likes it and Chairman Woodard noted that it is very user friendly.
- Finance Director David Clawson explained that budget adjustments need to be made because of the salary study that was authorized at the recent workshop retreat. He said in order to move the \$750,000 that was previously set aside for implementation of the study in this fiscal year there are budget adjustments that need to be made to various departmental line items. He asked for authority to execute all the necessary budget amendments and transfers for the various funds.
MOTION
Vice-Chairman Overman motioned to approve the request outlined by Mr. Clawson. Commissioner Umphlett and Commissioner Shea seconded the motion.
VOTE: AYES unanimous
- Chairman Woodard thanked the Clerk to the Board for the assistance he has given Commissioner Ross as a newly appointed member of the Board.
- Commissioner House gave details about the upcoming fisheries meeting and urged continued public participation in opposing the petition for rulemaking that would have a harmful impact on North Carolina watermen and seafood consumers.

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

MOTION

Commissioner Shea motioned to adjourn the meeting.
Commissioners Overman, Umphlett, and House seconded the motion.
VOTE: AYES unanimous

At 12:12 p.m., the Board adjourned until 5:00 p.m., February 20, 2017.

Respectfully submitted,

[SEAL]

By: _____
Gary Lee Gross, Clerk to the Board

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



*DCDHHS
Public Health Division
Partners for Improvement of Community Health Grant (PICH)*

Description

The Public Health Division has been awarded funds from Albemarle Regional Health Services for year 3 of the Partners for Improvement of Community Health (PICH) Grant. The PICH grant funding is for the Healthy Foods and Tobacco Free Living Project and will be used to increase awareness about the harmful effects of E-Cigarettes by creating billboard advertising to illustrate the negative effects of E-Cigarettes.

No effect on county funding.

Board Action Requested

Approve Budget Amendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT

F/Y 2016-2017

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Human Services-Public Health					

Revenues:

State/Federal - ARHS-PICH	103027	464718	55781	\$3,000
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Expenditures:

Advertising & Promotion - PICH	104600	525600	55781	\$3,000
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Explanation:

PICH grant funding for billboard advertising on the negative effects of e-cigarettes.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

I. Name of Contractor: Institution

Dare County Health Department

II. Method of Selection: Sole Source

Local health departments embody the public's needs and promote and protect the health of people and the communities where they live, learn, work, and play. Public Health staff, and the programs and services provided, encourage healthy behaviors. Based on the comprehensive Community Health Assessments led by the northeastern North Carolina local health departments, community health partners including hospitals, prioritize health issues with the community. The local health departments, through the Northeastern NC Partnership for Public Health, continue to partner to educate people about their individual health as well as population health and assure the conditions in which people can be healthy.

The local health departments serving the seventeen northeastern counties possess the expertise, leadership, and experience to assist with interventions in the areas of tobacco-free living, healthy foods, and communication through the PICH project objectives.

III. Period of Performance:

September 30, 2016 -- June 30, 2017

IV. Scope of Work:

- ❖ Identify staff member(s) within the local health department to be engaged members of the Healthy Foods and/or Tobacco-Free Living Coalition and participate in meetings conducted and work between meetings (if applicable) to implement the PICH project Community Action Plan (CAP).
- ❖ Identify and involve other key stakeholders, within Dare County in the recruitment of coalition members to support the implementation of goals and objectives for regional activity.
- ❖ Identify opportunities for early success related to healthy foods, tobacco-free living and/or communication that supports the implementation of population-based strategies that expand the reach and health impact of the policy, systems, and environmental (PSE) improvements as defined in the objectives below for the PICH award.
- ❖ This includes, but not limited to, contracting with Healthy Carolinians, Cooperative Extension, or other organizations dedicated to achieving Healthy Food and/or Tobacco-Free Living strategies as defined in the objectives below in the PICH award.
- ❖ For the purchase of Tobacco-Free Living or Healthy Foods (farmers markets) signage, QuitlineNC materials, WIC materials, media, training, expert speaker as defined in the objectives below.
- ❖ Staff time for educating others and serving as an intervention lead for Tobacco-Free Living or Healthy Foods activities as defined in the objectives below.
- ❖ Communicate on a regular basis with local government officials including county/town managers, as well as county commissioners related to PICH project messaging and updates for county and municipalities regarding Tobacco-Free Living and Healthy Foods.
- ❖ Provide a report on local progress toward meeting regional objectives.
- ❖ Objectives – to increase the number of people with improved access to smoke-free and tobacco-free environments in Dare County. Increase the number of people who are provided with a safe and healthy smoke-free or tobacco-free environment in all county government buildings, by decreasing exposure to

Grant Number: 1U58DP005711-03

Document Date: 6/14/2016

Approved:

secondhand smoke and by decreasing tobacco use in Dare County as health outcomes related to heart disease, stroke, and diabetes are improved.

- ❖ Objectives – to increase the number of people with improved access to environments with healthy food and beverage options in Dare County. This will be accomplished by improving access to fresh fruits and vegetables in food desert areas by increasing the number of produce outlets and expanding the use of SNAP/EBT and WIC in rural low income areas.

V. Method of Accountability:

The progress and performance of the Health Department will be monitored via participation of a selected Health Department representative at monthly coalition meetings as well as through a final written report denoting progress to date related to the strategies and review of the PICH Community Action Plan. Jill C. Jordan, ARHS PICH Principal Investigator, and Jerry L. Parks, ARHS Health Director and PICH Project Director, will be responsible for oversight of this contract.

VI. Itemized Budget and Justification:

Approved budget items include: signage, media/advertising (prior to 9/29/17), educational supplies, printed materials, twenty-five percent (25%) or less of salaries can be used to implement PICH strategies, SNAP/EBT, WIC and Senior Vouchers materials or training, and QuitlineNC materials or training.

Please submit invoices to Robin Sass at robin.sass@arhs-nc.org or mail them to: Post Office Box 189 Elizabeth City, North Carolina 27909

Description	Fee	Total
Approved Healthy Foods & Tobacco- Free Living Project Objectives as stated in the PICH – Community Action Plan for ARHS Year 3	\$3,000.00	\$3,000.00
TOTAL		\$3,000.00



*DCDHHS
Public Health Division
Maternal Health Funding*

Description

The Public Health Division has been awarded one-time funding from the State Division of Public Health, Women's and Children's Health Branch for prenatal education. Funding will be used to purchase medical supplies for the maternity clinic and educational materials for prenatal education.

No effect on county funding.

Board Action Requested

Approve Budget Amendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT

F/Y 2016-2017

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

Department:
Human Services-Public Health

Revenues:

State/Federal - Maternal Health	103027	424220	51010	\$602
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Expenditures:

Operating - Maternal Health	104600	513400	51010	\$602
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Explanation:

One-time Maternal Health funding for medical supplies & educational materials.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

Division of Public Health Agreement Addendum FY 16-17

Page 1 of 1

Dare County Department of Health & Human
Services – Public Health Division

Women’s and Children’s Health/
Women’s Health Branch

Local Health Department Legal Name

DPH Section/Branch Name

101 Maternal Health

Phyllis C. Johnson, (919) 707-5715
Phyllis.C.Johnson@dhhs.nc.gov

Activity Number and Description

DPH Program Contact

(name, telephone number with area code, and email)

06/01/2016 – 05/31/2017

Service Period

DPH Program Signature

Date

(only required for a negotiable agreement addendum)

07/01/2016 – 06/30/2017

Payment Period

- Original Agreement Addendum
 Agreement Addendum Revision # 1 (Please do not put the Budgetary Estimate revision # here.)

I. Background: No change.

II. Purpose:
 This Agreement Addendum Revision #1 provides one-time additional Healthy Mothers, Healthy Children (HMHC) Title V funding to the Local Health Department to assist with the purchase of medical supplies, educational materials, and staff development and training.

III. Scope of Work and Deliverables:
As of January, 1, 2017, this Agreement Addendum Revision #1 adds Paragraph H as follows:

H. The Local Health Department shall purchase with the one-time additional funds, additional medical supplies for the maternity clinic, educational materials for prenatal education for individuals and group formats, and/or expenses for additional staff to participate in staff development and training events.

IV. Performance Measures/Reporting Requirements: No change.

V. Performance Monitoring and Quality Assurance: No change.

VI. Funding Guidelines or Restrictions: No change.


 Health Director Signature (use blue ink)

12/19/16
 Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: <u>Debbie Dutton</u>
	Phone number with area code: <u>252-475-9366</u>
	Email address: <u>Debbie.Dutton@darenc.com</u>

Signature on this page signifies you have read and accepted all pages of this document.

Revised July 2015

Activity 101	AA	13A1 5740 00	13A1 5740 AP	13A1 5740 AP	13A1 5740 AP	Proposed Total	New Total
Service Period		06/01-05/31	10/01-05/31	02/01-05/31	06/01-05/31		
Payment Period		07/01-06/30	11/01-06/30	03/01-06/30	07/01-06/30		
01 Alamance	* 1	0	2,668	0	0	2,668	64,857
D1 Albemarle	* 1	0	7,489	0	0	7,489	64,226
02 Alexander	* 1	0	1,032	0	0	1,032	25,079
04 Anson	* 1	0	5,891	0	0	5,891	41,363
D2 Appalachian	* 1	0	1,155	0	0	1,155	28,065
07 Beaufort	* 1	0	5,713	0	0	5,713	38,818
09 Bladen	* 1	0	1,385	0	0	1,385	33,671
10 Brunswick	* 1	0	1,682	0	0	1,682	40,895
11 Buncombe		0	0	0	0	0	0
12 Burke	* 1	0	5,729	0	0	5,729	39,046
13 Cabarrus	* 1	0	8,845	0	0	8,845	83,634
14 Caldwell	* 1	0	1,193	0	0	1,193	28,995
16 Carteret	* 1	0	1,640	0	0	1,640	39,869
17 Caswell	* 1	0	1,048	0	0	1,048	14,995
18 Catawba	* 1	0	2,414	0	0	2,414	34,538
19 Chatham	* 1	0	963	0	0	963	23,414
20 Cherokee	* 1	0	409	0	0	409	5,858
22 Clay	* 1	0	158	0	0	158	2,263
23 Cleveland	* 1	0	798	0	0	798	19,403
24 Columbus	* 1	0	9,529	0	0	9,529	93,421
25 Craven	* 1	0	8,776	0	0	8,776	82,647
26 Cumberland	* 1	0	16,902	0	0	16,902	198,910
28 Dare	* 1	0	1,023	0	0	1,023	14,638
29 Davidson	* 1	0	11,152	0	0	11,152	116,643
30 Davie	* 1	0	1,807	0	0	1,807	43,919
31 Duplin	* 1	0	2,288	0	0	2,288	55,618
32 Durham	* 1	0	6,401	0	0	6,401	155,596
33 Edgecombe	* 1	0	2,795	0	0	2,795	67,949
34 Forsyth	* 1	0	4,494	0	0	4,494	109,242
35 Franklin	* 1	0	1,646	0	0	1,646	23,553
36 Gaston	* 1	0	12,469	0	0	12,469	135,478
38 Graham	* 1	0	315	0	0	315	7,656
D3 Gran-Vance	* 1	0	4,624	0	0	4,624	112,395
40 Greene	* 1	0	592	0	0	592	14,385
41 Guilford	* 1	0	8,849	0	0	8,849	215,093
42 Halifax	* 1	0	5,323	0	0	5,323	33,234
43 Harnett	* 1	0	428	0	0	428	10,403
44 Haywood	* 1	0	341	0	0	341	4,880
45 Henderson	* 1	0	7,456	0	0	7,456	63,763
46 Hertford		0	0	0	0	0	0
47 Hoke	* 1	0	6,304	0	0	6,304	47,274
48 Hyde	* 1	0	917	0	0	917	13,116
49 Iredell	* 1	0	1,621	0	0	1,621	39,399
50 Jackson		0	0	0	0	0	0

Activity 101	AA	13A1 5740 00	13A1 5740 AP	13A1 5740 AP	13A1 5740 AP	Proposed Total	New Total
Service Period		06/01-05/31	10/01-05/31	02/01-05/31	06/01-05/31		
Payment Period		07/01-06/30	11/01-06/30	03/01-06/30	07/01-06/30		
01 Alamance		0	0	0	0	0	62,189
D1 Albemarle		-4,846	0	0	0	-4,846	56,737
02 Alexander		0	0	0	0	0	24,047
04 Anson		-4,189	0	0	0	-4,189	35,472
D2 Appalachian		0	0	0	0	0	26,910
07 Beaufort		-4,116	0	0	0	-4,116	33,105
09 Bladen		0	0	0	0	0	32,286
10 Brunswick		0	0	0	0	0	39,213
11 Buncombe		0	0	0	0	0	0
12 Burke		-4,123	0	0	0	-4,123	33,317
13 Cabarrus		-5,404	0	0	0	-5,404	74,789
14 Caldwell		0	0	0	0	0	27,802
16 Carteret		0	0	0	0	0	38,229
17 Caswell		-431	0	0	0	-431	13,947
18 Catawba		-993	0	0	0	-993	32,124
19 Chatham		0	0	0	0	0	22,451
20 Cherokee		-168	0	0	0	-168	5,449
22 Clay		-65	0	0	0	-65	2,105
23 Cleveland		0	0	0	0	0	18,605
24 Columbus		-5,686	0	0	0	-5,686	83,892
25 Craven		-5,376	0	0	0	-5,376	73,871
26 Cumberland		-8,719	0	0	0	-8,719	182,008
28 Dare		-421	0	0	0	-421	13,615
29 Davidson		-6,353	0	0	0	-6,353	105,491
30 Davie		0	0	0	0	0	42,112
31 Duplin		0	0	0	0	0	53,330
32 Durham		0	0	0	0	0	149,195
33 Edgecombe		0	0	0	0	0	65,154
34 Forsyth		0	0	0	0	0	104,748
35 Franklin		-677	0	0	0	-677	21,907
36 Gaston		-6,895	0	0	0	-6,895	123,009
38 Graham		0	0	0	0	0	7,341
D3 Gran-Vance		0	0	0	0	0	107,771
40 Greene		0	0	0	0	0	13,793
41 Guilford		0	0	0	0	0	206,244
42 Halifax		-3,955	0	0	0	-3,955	27,911
43 Harnett		0	0	0	0	0	9,975
44 Haywood		-140	0	0	0	-140	4,539
45 Henderson		-4,833	0	0	0	-4,833	56,307
46 Hertford		0	0	0	0	0	0
47 Hoke		-4,359	0	0	0	-4,359	40,970
48 Hyde		-377	0	0	0	-377	12,199
49 Iredell		0	0	0	0	0	37,778
50 Jackson		0	0	0	0	0	0



Emergency Management - Budget Amendment

Description

Budgeting Tier II Grant from North Carolina Emergency Management (NCEM) and related expenditures.

Board Action Requested

Approval

Item Presenter

Georgia Ellis, Sr. Administrative Specialist

DARE COUNTY

BUDGET AMENDMENT

F/Y **2016/2017**

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

Department: Emergency Management
Revenues:

103542	422220	00410	1,000
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Expenditures:

104542	513300	00410	1,000
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Explanation:

Budgeting NCEM Tier II Grant award and related expenditures.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



Road Request - Holly Ridge Road, Manteo, NC

Description

Request to add Holly Ridge Road (Elizabeth A. Hemilright, Maxgate & Carolee Doughty Smith) Subdivisions, Manteo, to the State's system of maintenance.

Board Action Requested

Approval of Petition and adoption of Resolution

Item Presenter

Bobby Outten, County Manager

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Dare Road Name: Holly Ridge Rd.
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Elizabeth Attenelright, Maxgate, Caralee Doughty Smith Length (miles): approx 1/4

Number of occupied homes having street frontage: 8 Located (miles): approx 1/4

miles N S E W of the intersection of Route NC 1328 and Route US 14/264
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Holly Ridge Rd. in Dare County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Christopher Todd Magee Phone Number: 252-305-8633

Street Address: 140 Holly Ridge Rd. Manteo NC

Mailing Address: 140 Holly Ridge Rd. Manteo

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
<u>Bob Felson</u>	<u>150 Holly Ridge Rd, Manteo NC</u>	<u>252-305-8123</u>
<u>Mike James</u>	<u>PO Box 274 Manteo N.C. 27954</u>	<u>804-890-2529</u>
<u>CAROLEE TILLET</u>	<u>143 HOLLY RIDGE RD MANTEO</u>	<u>252-473-5193</u>
<u>Cindy Mansfield</u>	<u>134 Holly Ridge Rd Manteo NC</u>	<u>27954 252-305-7898</u>
<u>Nancy Kebschull</u>	<u>146 Holly Ridge Rd Manteo NC</u>	<u>27954 410-836-2922</u>
<u>Qui Tillet</u>	<u>149 Holly Ridge Rd Manteo, NC</u>	<u>27954 252-473-3813</u>
<u>Margarette Umphlett</u>	<u>166 OLD NC 345, Manteo NC</u>	<u>27954 (252) 305-3241</u>

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach four (4) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block
 Rural Road Subdivision platted prior to October 1, 1975 Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

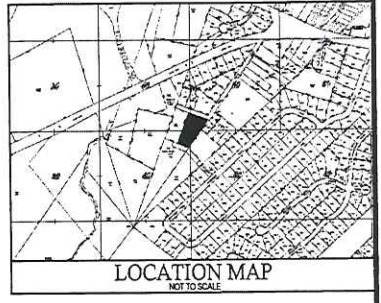
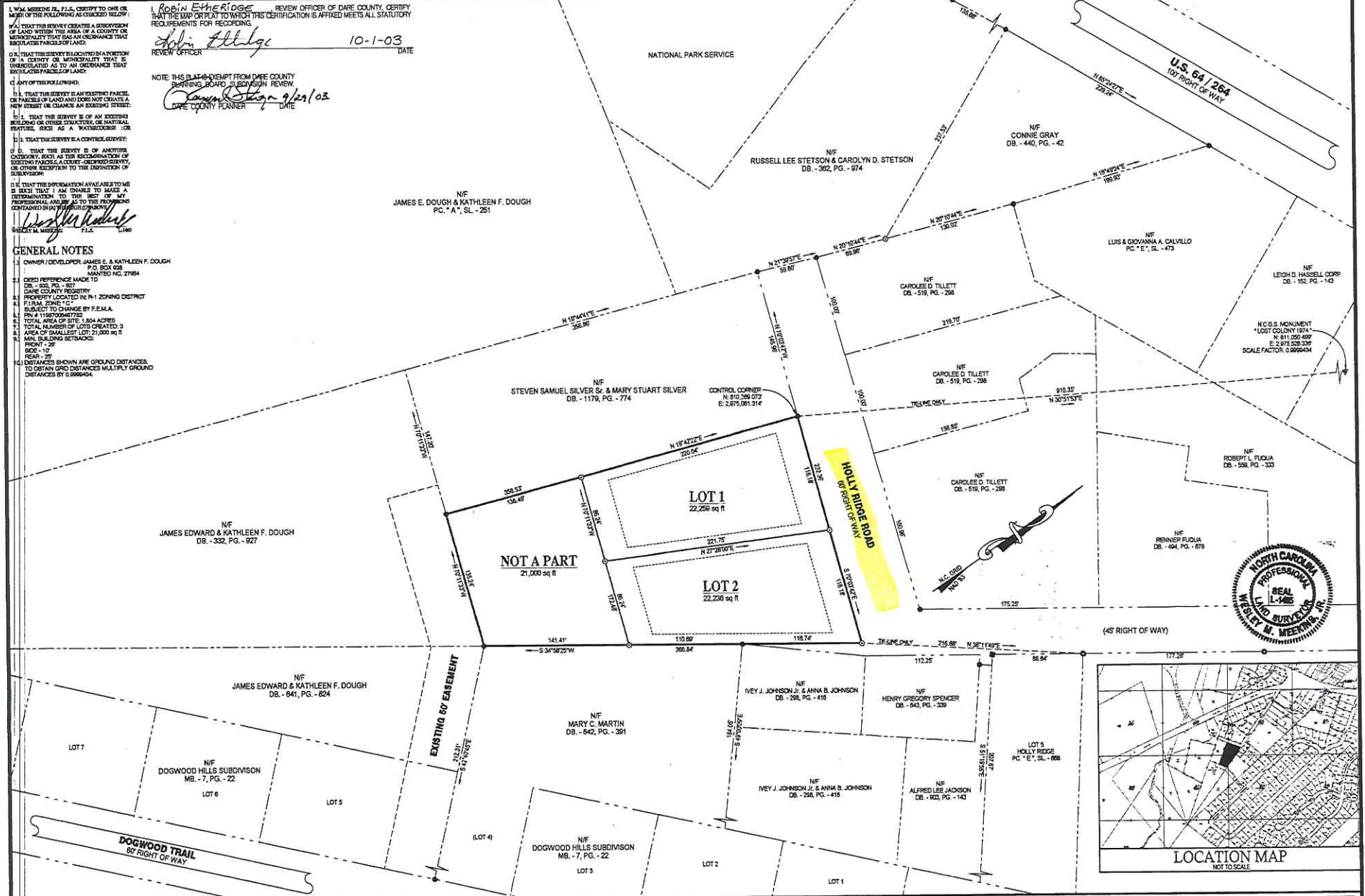
General Statute 136-102.6 (see page 29 for Statute) states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>

I, W.M. MEEKINS JR., P.L.S., CERTIFY TO ONE OR MORE OF THE FOLLOWING AS CHECKED BELOW:
 A. THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 B. THAT THIS SURVEY IS LOCATED IN A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNINCORPORATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 C. ANY OF THE FOLLOWINGS:
 1. THAT THIS SURVEY IS AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
 2. THAT THIS SURVEY IS OF AN EXISTING BUILDING OR OTHER STRUCTURE OR NATURAL FEATURE, SUCH AS A WATERCOURSE, LANE.
 3. THAT THE SURVEY IS A CONTROL SURVEY.
 D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMMENDATION OF EXISTING PARCELS, ADJUTANT SURVEY, OR OTHER REFERENCE TO THE DEFINITION OF SUBDIVISION.
 I, Robin Etheridge, REVIEW OFFICER OF DARE COUNTY, CERTIFY THAT THE SURVEY OR PART TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 REVIEW OFFICER: Robin Etheridge DATE: 10-1-03

NOTE: THIS PLAT IS EXEMPT FROM DARE COUNTY SURVEYING BOARD'S SUPERVISION REVIEW.
 DATE COUNTY FURNISH: 9/29/03

- GENERAL NOTES**
- OWNER/DEVELOPER: JAMES E. & KATHLEEN F. DOUGH
 - DEED REFERENCE MADE TO: P.O. BOX 628 MANTO NC 27954 DB - 302, PG. - 927
 - DARE COUNTY ZONING: PROPERTY LOCATED IN R-1 ZONING DISTRICT
 - F.E.M.A. ZONING: SUBJECT TO CHANGE BY F.E.M.A.
 - PLAT NUMBER: 02/12/03 JPR
 - TOTAL AREA OF SITE: 1.804 ACRES
 - TOTAL NUMBER OF LOTS CREATED: 3
 - AREA OF SMALLEST LOT: 21,000 sq ft
 - MARKING SETBACKS: FRONT - 20' SIDE - 10' REAR - 25'
 - DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCES BY 0.9999404.



SHEET NO.	JOB NO.
1	RN-2174-03
SURVEYED:	02/12/03 WJM
PLATTED:	09/29/03 JPR
CHECKED:	09/26/03 WJM
SCALE:	1" = 60'

No.	DATE	REVISIONS	BY

LEGEND OF SYMBOLS

- EXISTING CONCRETE MONUMENT
- EXISTING IRON PIPE
- ⊕ EXISTING REBAR
- ⊙ IRON PIPE SET
- CALCULATED POINT
- + P.K. NAIL
- △ GEODETIC MONUMENT

WESLEY M. MEEKINS JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEEDBOOK 302, PAGE 927, LOT 1, ETHERIDGE). THAT THE FOUNDATIONS NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEEDBOOK NO. PAGE NO. THAT THE RATIO OF PRECISION AS CALCULATED IS 1/10000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 28th DAY OF SEPTEMBER, ANNO DOMINI 2003.

Wesley M. Meekins Jr.
 WESLEY M. MEEKINS JR. P.L.S. L:1485

MAXGATE SUBDIVISION

SUBDIVISION PLAT OF A PORTION OF THE LANDS OWNED BY JAMES E. & KATHLEEN F. DOUGH

ROANOKE ISLAND - NAGS HEAD TOWNSHIP - DARE COUNTY - NORTH CAROLINA

W.M. MEEKINS JR., & ASSOCIATES, Inc.
 409 FERNANDO ST., P.O. BOX 1998, MANTO NC 27954 252-473-7626

THIS PLAT IS TO BE CONSIDERED PERMANENT, NOT TO BE USED FOR RECREATION OR CONTAINERS, UNLESS OTHERWISE SEAL AND SIGNATURE ARE PRESENT.

GRAPHIC SCALE (IN INCHES)

0 30 60
 ONE INCH EQUALS SIXTY FEET

North Carolina Department of Transportation
Division of Highways
Request for Addition to State Maintained Secondary Road System

North Carolina

County of Dare

Road Description Holly Ridge Road (Elizabeth A. Hemilright, Maxgate & Carolee Doughty Smith) Subdivisions, Manteo, NC

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Dare requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Dare that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Dare at a meeting on the 20th day of February, 2017.

WITNESS my hand and official seal this the 20th day of February, 2017.

Official Seal

Clerk, Board of Commissioners
County of Dare

PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways



Advertise 2016 Tax Year Liens

Description

The total unpaid taxes as of February 1, 2017 on Real Estate are \$ 2,891,596.24. The Tax Collector will advertise unpaid taxes on Real Estate March 5, 2017 in The Coastland Times,

Board Action Requested

Order the Tax Collector to advertise the 2016 Real Estate tax liens.

Item Presenter

Becky Huff, Tax Collector

COMMISSIONERS' BUSINESS

MANAGER'S / ATTORNEY'S BUSINESS