



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, August 07, 2017

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

AGENDA

- 9:00 AM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Presentation of County Service Pins
- ITEM 3** Employee of the Month
- ITEM 4** Public Comments
- ITEM 5** Update on the Buxton Beach Nourishment Project
- ITEM 6** Albemarle Commission - Construction of a New Office Facility
- ITEM 7** Martha Worrell Home Occupation Conditional Use Permit
- ITEM 8** Food Stands - Proposed Zoning Amendments
- ITEM 9** Comments to State on Preliminary Flood Maps
- ITEM 10** **Public Hearing 10 a.m.** - Zoning Amendment for Solar Energy
- ITEM 11** **Public Hearing 10 a.m.** - Subdivision Ordinance Amendments
- ITEM 12** Consent Agenda
1. Approval of Minutes (07.17.17)
2. Southern Albemarle Association, Annual Meeting Invitation List
3. LEPC Grant - (Local Emergency Planning Committee)
4. Annual Settlement and Charges to the Tax Collector
5. Rodanthe Cell Tower Lease
6. Renewal of SPCA Contract
- ITEM 13** Board Appointments
1. ABC Board
2. Dare County Center Advisory Board
3. Jury Commission
4. Upcoming Board Appointments
- ITEM 14** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 5:00 P.M. ON AUGUST 21, 2017



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard



Presentation of County Service Pins - August 7, 2017

Description

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

1. Catisha Bryant, Public Health Education Specialist, 10 year pin
2. Christina Nettnin, Public Health Educator, 10 year pin
3. Richard Paul, Air Operations Technician, 10 year pin
4. Ashlee Deweese, Administrative Specialist, 15 year pin
5. Mark McKay, Deputy Sheriff Master Officer, 20 year pin
6. Jennifer Wooten, Friends of Youth Program Assistant, 20 year pin

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

August 7, 2017

Presentation of County Service Pins

1. **Catisha Bryant**, Public Health Education Specialist, 10 Year Pin
- Presented by Roxana Ballinger

2. **Christina Nettnin**, Public Health Educator, 10 Year Pin
- Presented by Roxana Ballinger

3. **Richard Paul**, Airport Operations Technician, 10 Year Pin
- Presented by David Daniels

4. **Ashlee Deweese**, Administrative Specialist, 15 Year Pin
-Presented by Hosea Wilson

5. **Mark McKay**, Deputy Sheriff Master Officer, 20 Year Pin
-Presented by Doug Doughtie

6. **Jennifer Wooten**, Friends of Youth Program Assistant, 20 Year Pin
-Presented by Bonnie Bennett



Employee of the Month

Description

The Employee of the Month certificate will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Comments

Description

The 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



Update on the Buxton Beach Nourishment Project

Description

An update will be given on the Buxton Beach Nourishment Project.

Board Action Requested

Informational Presentation

Item Presenter

Robert Outten, County Manager



Albemarle Commission - Construction of a New Office Facility

Description

The Albemarle Commission plans to construct a 17,000 square foot building in the Town of Hertford that will serve as its office complex for providing services to a 10 county area.

In order for the Commission to construct the facility, and based on the requirements of the North Carolina Local Government Commission, the County Members of the Commission need to enter into an Interlocal Agreement allowing the Commission to pursue financing for a new facility.

Attached is a memorandum from the Albemarle Commission outlining the project along with a proposed Resolution and Interlocal Agreement.

Board Action Requested

Adopt a Resolution committing Dare County to the Interlocal Agreement and authorize the Chairman to execute the agreement.

Item Presenter

Cathy Davison, Executive Director, Albemarle Commission



MEMORANDUM

UPDATED

To: County Board of Commissioners
Albemarle Commission Board of Delegates
County Managers

From: Cathy Davison, ICMA-CM, Executive Director

Date: July 17, 2017

Re: Interlocal Agreement for the Construction of a
new Albemarle Commission Office Facility

CAMDEN

CHOWAN

CURRITUCK

DARE

GATES

HYDE

PASQUOTANK

PERQUIMANS

TYRRELL

WASHINGTON

COLUMBIA

CRESWELL

DUCK

EDENTON

ELIZABETH CITY

GATESVILLE

HERTFORD

KILL DEVIL HILLS

KITTY HAWK

MANTEO

NAGS HEAD

PLYMOUTH

ROPER

SOUTHERN SHORES

WINFALL

Over the last two and half years, the Albemarle Commission has worked to provide effective and efficient comprehensive services to our County Members in the areas of Aging, Senior Nutrition, Rural Transportation Planning, Workforce Development, Economic Development and Administrative Services. You will find the financial analysis for the facility, as well as the facility space analysis, and Revenue Analysis attached.

Interlocal Agreement

In order for the Commission to construct a facility, and based on the requirements of the N.C. Local Government Commission, the County Members of the Commission must enter into an Interlocal Agreement allowing the Commission to pursue financing for a new facility. The Albemarle Commission requests that each county within the Region adopt the Resolution in order for this project to commence.

The highlights of the interlocal agreement are:

1. The Commission will finance no more than \$2,200,000 for a 17,000 square foot facility.
2. The Commission will utilize no more than \$800,000 of unappropriated fund balance for the Office Facility project.
3. County Members will continue to be members for the life of the lending instrument.
4. County Members agree that the Commission may obtain tax-free financing to construct the office facility.
5. If the Commission dissolves, the County Members will take ownership of the office facility and may dispose of the property as agreed upon by the County Members with the proceeds being proportionally distributed between the County Members.
6. The Commission will pay for the facility its current per capita dues structure and other local revenues without an additional assessment.

Financial Analysis

The financial analysis is provided based on the program expenses, the Commission's current facility, leasing a new space, borrowing funds for a period of 20 years or 40 years. See the attached facility pages

Albemarle Commission Facility Financial Analysis

Current Expenses	Based on 10,984 Current Rented Square Footage	Projected Lease	Based on 17,000 Square Foot with an average rental rate of \$10.50 per sq. ft.
	Lease on current facility 10,384	\$	38,000.00
	Lease for storage 350 sq. ft.	\$	5,000.00
	Lease on remote RPO office 250 sq. ft.	\$	2,625.00
	Offsite Meeting Expenses	\$	13,000.00
	Current Annual Payment	\$	58,625.00
	Price Per Square Foot CURRENT SPACE	\$	5.34
		17000 Square Foot	\$ 178,000.00
		One Time Renovation & Moving Expense (interior buildout)	\$ 300,000.00
		One Time Design Expense	\$ 100,000.00
		Annual Utilities (approx)	\$ 20,000.00
		First Years Annual Expense	\$ 598,000.00
		Price Per Sq Ft for Year 1 LEASE	\$ 35.18
		Years 2 plus	\$ 198,000.00
		Price Per Square Foot LEASE	\$ 11.65

Projected Building New Construction	Based on 17000 Square Foot New Construction with USDA 20 years 3.25%	Projected Building New Construction	Based on 17000 Square Foot New Construction with USDA 40 years 3.75%
	Cost of new building	\$	3,000,000.00
	Down Payment	\$	800,000.00
	Total Financed	\$	2,200,000.00
	Annual Payment	\$	151,313.54
	Project Annual Utilities (approx)	\$	20,000.00
	Total Annual Expenses	\$	171,313.54
	Price Per Sq Ft 20 year NEW	\$	10.08
		Cost of new building	\$ 3,000,000.00
		Down Payment	\$ 800,000.00
		Total Financed	\$ 2,200,000.00
		Annual Payment	\$ 107,050.00
		Project Annual Utilities (approx)	\$ 20,000.00
		Total Annual Expenses	\$ 127,050.00
		Price Per Sq Ft 40 year NEW	\$ 7.47

Local Revenues	
County Membership	\$ 121,765.00
Albemarle Regional Towns	\$ 8,350.00
Other Revenues (Indirect)	\$ 366,152.00
Total Annual Income for spending	\$ 496,267.00



CDD: 7/14/2017

**Albemarle Commission
Facility Financial Analysis**

Current Expenses	Based on 10,984 Current Rented Square Footage	
Lease on current facility 10,384	\$	38,000.00
Lease for storage 350 sq. ft.	\$	5,000.00
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CDD: 7/14/2017

**Albemarle Commission
Facility Financial Analysis**

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One Time Design Expense	\$	100,000.00
Annual Utilities (approx)	\$	20,000.00
First Years Annual Expense	\$	598,000.00
Price Per Sq Ft for Year 1 LEASE	\$	35.18
Years 2 plus	\$	198,000.00
Price Per Square Foot LEASE	\$	11.65



CDD: 7/14/2017

Albemarle Commission Facility Financial Analysis

Projected Building New Construction

*Based on 17000 Square Foot New Construction with USDA 20
years 3.25%*

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CDD: 7/14/2017

**Albemarle Commission
Facility Financial Analysis**

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Project Annual Utilities (approx)	\$	20,000.00
Total Annual Expenses	\$	127,050.00
Price Per Sq Ft 40 year NEW	\$	7.47

CDD: 7/14/2017



Facility Space Analysis

The facility space analysis is provided based on the current program space allocations, current needs and future needs of the organization. See the attached analysis.

Albemarle Commission Square Footage Space Analysis

<u>Program</u>	<u>Current Space</u>	<u>Need NOW</u>	<u>Future Needs</u>	<u>TOTALS</u>
Aging & Nutrition	1,662		360	2,022
RPO	250		180	430
NWDB*	2,478	360	180	3,018
Economic Development	0	180	180	360
Indirect	1,594	600	580	2,774
Shared Space	5,000	3,000		8,000
Total	10,984	4,140	1,480	16,604

**Includes External Storage*

ACS 03/2017

Revenue Analysis

See the attached revenue analysis based on current per capita dues and the 26% indirect rate through the FY 2017-2018 Budget (the Economic Development Administration certified a rate of 31%)

Thank you for your continued support of the Albemarle Commission as we provide services to you; our County Member, as well as the residents and businesses therein.

Albemarle Commission Facility Financial Analysis

Local Revenues Used to Pay Facility Expenses		
County Membership	\$	121,765.00
Albemarle Regional Towns	\$	8,350.00
Other Revenues (Indirect)	\$	366,152.00
Total Annual Income for spending	\$	496,267.00

****Grant Opportunities have been researched; at this time there are no grants available for construction**

CDD: 7/14/2017





RESOLUTION

**DARE COUNTY COMMITMENT TO AN INTERLOCAL AGREEMENT
TO ASSIST THE ALBEMARLE COMMISSION IN THE CONSTRUCTION OF AN OFFICE COMPLEX**

WHEREAS, the Albemarle Commission plans to construct a 17,000 square foot building in the Town of Hertford, Perquimans County which will serve as the office complex for the Albemarle Commission; and

WHEREAS, the Albemarle Commission has, for 41 years rented office space which has served as the Albemarle Commission office complex; and

WHEREAS, the Albemarle Commission will continue to need office space and continue to operate an office complex in order to continue to serve the members of the Albemarle Commission; and

WHEREAS, the Albemarle Commission can legally own office space and property; and

WHEREAS, the Albemarle Commission has approval from its Board of Delegates to move forward with the design and construction of a 17,000 square foot building which will serve as the office complex for the Albemarle Commission; and

WHEREAS, Dare County has been an active member of the Albemarle Commission for 49 years; and

WHEREAS, the Albemarle Commission has provided needed assistance to Dare County for 49 years and now needs our help in securing financing for their office complex; and

WHEREAS, the Albemarle Commission is required by the Local Government Commission to have an approved Interlocal Agreement in place with its ten County Members for additional security for their financing, which has been drafted and is attached hereto; and

NOW, THEREFORE, BE IT RESOLVED that Dare County commits to the Interlocal Agreement and the premises, covenants, and conditions, therein, and the Chairman is directed and authorized to enter into it.

By motion of the Dare County Board of Commissioners by Commissioner _____ and seconded by Commissioner _____ and approved unanimously by the Board on this the 7th day of August, 2017.

Robert Woodard, Chairman

ATTEST:

Gary Lee Gross, Clerk to the Board

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into this the _____ day of _____, 2017, by and between CAMDEN COUNTY "Camden", CHOWAN COUNTY "Chowan", CURRITUCK COUNTY "Currituck", DARE COUNTY "Dare", GATES COUNTY "Gates", HYDE COUNTY "Hyde", PASQUOTANK COUNTY "Pasquotank", PERQUIMANS COUNTY "Perquimans", TYRRELL COUNTY "Tyrrell", and WASHINGTON COUNTY "Washington", all being political subdivisions of the State of North Carolina, hereinafter referred to as "County Members":

And REGION R COUNCIL OF GOVERNMENTS, also known as the ALBEMARLE COMMISSION, a governmental entity under G.S. 153A-391 with county membership of the ten (10) counties listed above, hereinafter referred to as the "Commission";

WITNESSETH:

WHEREAS, the Commission plans to construct a 17,000-square foot office building in the Town of Hertford, Perquimans County, hereinafter referred to as the "Commission Office Complex" that will serve as the office complex for the Albemarle Commission; and

WHEREAS, Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell, and Washington Counties are all County Members of the Commission and regularly use the services and resources provided by the Commission to help promote the public good and welfare of the residents and businesses within the boundaries of the County Members; and

WHEREAS, the Commission has for 41 years rented office space in its current facility which has served as the Commission office complex; and

WHEREAS, the Commission has for 48 years had full participation and membership of its ten (10) County Members; and

WHEREAS, the Commission will continue to need office space and need to continue to operate an office complex in order to continue to serve members of the Commission; and

WHEREAS, the Commission's current office space does not adequately meet the service needs of the programs the Commission operates; and

WHEREAS, the Commission can legally own office space and property; and

WHEREAS, it is estimated that the office complex will cost no more than \$3,000,000; and

WHEREAS, in order to purchase the Commission office complex, the Commission proposes to finance no more than \$2,200,000 from a commercial lender secured solely with the financed office complex; and

WHEREAS, the Commission's current dues structure and other local revenues are adequate to service the proposed debt; and

WHEREAS, the Commission's Board of Delegates approved on February 16, 2017 to pursue construction of an office complex; and

WHEREAS, in accordance with NCGS 160A-475(a), the Commission shall use the office complex as security for the bank loan to be obtained; and

WHEREAS, the Commission has adequate fund balance to pay the difference between the anticipated construction cost and financed amount; and

WHEREAS, the Commission is presently paying \$44,600 for office space; and

WHEREAS, the Commission presently pays approximately \$13,000 annually for expenses related to external meetings; and

WHEREAS, the Commission's programs host approximately 65 meetings/events outside of its facility; and

WHEREAS, the Commission has heretofore learned that financing over a 40-year term is available at rates under 4% a.p.r.; and

WHEREAS, the County Members have agreed with one another that it is in the best interest of their respective governments that they each continue as members of the Commission for a period of not less than the term of the financing which the Commission will obtain to construct the office complex; and the County Members have further agreed to approve the Commission to obtain tax-free financing to construct an office complex for the Commission; and

WHEREAS, the current total recurring annual local revenues which exceed the estimated annual loan payments of \$107,050 are:

County Members:	\$121,765
Albemarle Regional Towns	\$ 8,350
Other Revenues (Indirect)	\$366,152
TOTAL	\$496,267; and

WHEREAS, if the dissolution of the Commission did occur either during the duration of the bank loan or thereafter, in accordance with the Commission's Bylaws, the net proceeds of the Commission shall be distributed to its County Members in a proportional manner; and

WHEREAS, this Agreement is being entered into in order for this project, proposed by the Commission, to be implemented with all necessary approvals from the Local Government Commission; and

NOW, THEREFORE, in consideration of the foregoing premises and the following covenants and conditions, the parties hereto agree as follows:

- (1) The Albemarle Commission shall continue to operate for the benefit of the County Members and Albemarle Regional Towns, whose municipalities are located within the counties;
- (2) The County Members agree, with each other and with the Albemarle Commission, to join in and provide additional security for the Commission Loan, by continuing to remain members of the Commission and continuing to pay annual dues for the duration of the loan and in amounts adequate to enable the Commission to service the above debt to be incurred by the Commission, the Counties; relative dues payment to be based upon their relative respective annual population, as estimated by the state demographer;
- (3) The Commission shall be responsible for any costs of the building construction to accommodate its needs not to exceed \$3,000,000;
- (4) Should the Commission cease to exist, cease to do business, or cease to provide services to the County Members, the County Members shall be entitled to become title owners of the property described above, upon the County Members duly arranging for all remaining obligations to the lenders to be satisfied, including but not limited to the sale of the described property;
- (5) As part of the closing on the constructed facility described above, the Commission will execute all necessary documents to effectuate the County Members' rights described above; and
- (6) The terms and conditions of this Agreement may be amended from time to time, only by unanimous written consent of all parties hereto.

Chowan County

By: _____, Chair

ATTEST:

By: _____, Clerk

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

_____, Finance Officer

Dare County

By: _____, Chair

ATTEST:

By: _____, Clerk

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

_____, Finance Officer



**Albemarle Commission's
Request for Support
and Approval of an
Interlocal Agreement
to Construct A New
Facility**

Why?

- The Commission does not have taxing authority
- The Commission cannot issue bonds for its debt
- The Local Government Commission requires the Commission to obtain approval from its County Members of an Interlocal Agreement to undertake debt for real property

What is the Albemarle Commission?

- Area Agency on Aging and Senior Nutrition
- Workforce Development (NWDB)
- Rural Planning Organization
- Economic Development District
- Administration

Area Agency on Aging & Senior Nutrition

- AAA's provides services under the Older Americans Act to help vulnerable adults 60+ live independently
- The AAA plans, develops, and coordinates the delivery of Supportive Services, Nutrition, Elder Rights, Caregiver Support, and Health / Wellness Programs

Workforce Development

- NWDB provides employment and training services to underemployed, unemployed and recently laid off individuals both youth and adults
- NWDB helps improve our regional employers' capacity to find and hire well trained employees
- NWDB builds a network of community partnerships; private and public; enabling a stronger Regional workforce

Rural Planning Organization

- Develops long-range transportation plans for the region
- Provides transportation-related data to local governments
- Develops and prioritizes projects for the Strategic Transportation Improvement Program (STIP)
- Provides a forum for public involvement in the transportation planning process

Economic Development District

- Serves as the Economic Development District for the Region
- Assists local governments in obtaining grants in order to improve the opportunities within the Region
- Administers the Comprehensive Regional Economic Development Strategy
- Administers the regional Revolving Loan Fund

ADMINISTRATION

- Administers and is the fiscal agent for the Area Agency on Aging, Workforce Development, Senior Nutrition, Rural Planning Organization, and Economic Development District
- Acts as the State Clearinghouse for the Region
- Provides research and guidance to local governments within the Region
- Provides advocacy for the Region

The Story Behind the Need for A New Facility

- The Commission has outgrown its current operational space
- Programs are in multiple locations; consolidation eliminates duplicative expenses through one shared expenses
- Workforce Development staff are working in common areas and are not able to provide fully private participant consultation services

The Story Continues

- Many of the Commission's events/meetings/trainings are held off sight because of lack of space costing the Commission \$13,000 in rentals, staff coordination time, travel and set up each year
- The Commission's current facility has multiple environmental issues including non-toxic mold & allergens

FACTS

A facility analysis of the current space,
leasing, and new construction

CONCLUSION

The Commission's new facility will not
exceed 17,000 square feet

Space Analysis

Shared Space is considered the breakroom, bathrooms, meeting rooms, reception area, copy room, server room, storage, and hallways

Employee Capacity:

Aging: 11 NWDB: 11 RPO: 2 EDD/Admin: 4 Total: 26

<u>Program</u>	<u>CURRENT SPACE</u>	<u>Need NOW</u>	<u>Future Needs</u>	<u>TOTALS</u>
Aging & Nutrition	1,662		360	2,022
RPO	250		180	430
NWDB*	2,478	360	180	3,018
Economic Development	0	180	180	360
Indirect	1,594	600	580	2,774
Shared Space	5,000	3,000		8,000
Total	10,984	4,140	1,480	16,604
<i>*Includes External Storage</i>				
ACS 03/2017				

FINANCIAL ANALYSIS FACTS

A financial analysis was conducted for:

- Staying in our Current Facility
- Leasing a different facility
- Building a new facility with financing 20 years
- Building a new facility with financing 40 years

Financial Analysis

Current Space

Current Expenses	<i>Based on 10,984 Current Rented Square Footage</i>		
	Lease on current facility 10,384	\$	38,000.00
	Lease for storage 350 sq. ft.	\$	5,000.00
	Lease on remote RPO office 250 sq. ft.	\$	2,625.00
	Offsite Meeting Expenses	\$	13,000.00
	Current Annual Payment	\$	58,625.00
	Price Per Square Foot CURRENT SPACE	\$	5.34

CDD: 7/14/2017

Financial Analysis

To Lease A Space per rates in Elizabeth City

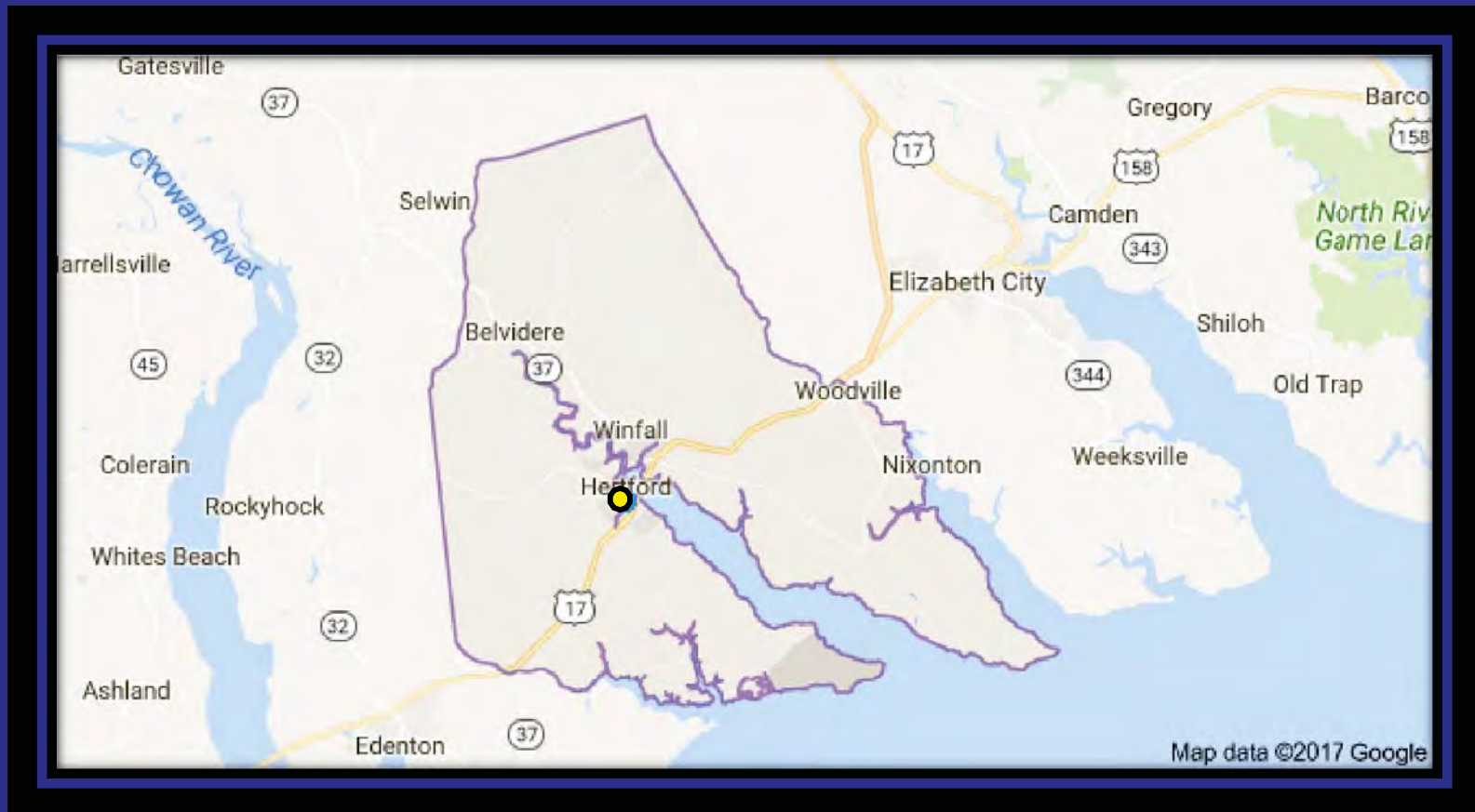
Projected Lease	<i>Based on 17,000 Square Foot with an average rental rate of \$10.50 per sq. ft.</i>	
	17000 Square Foot	\$ 178,000.00
	One Time Renovation & Moving Expense (interior buildout)	\$ 300,000.00
	One Time Design Expense	\$ 100,000.00
	Annual Utilities (approx)	\$ 20,000.00
	First Years Annual Expense	\$ 598,000.00
	Price Per Sq Ft for Year 1 LEASE	\$ 35.18
	Years 2 plus	\$ 198,000.00
	Price Per Square Foot LEASE	\$ 11.65

FACTS

- The Commission proposes utilization of \$800,000 from unrestricted \$2.1 million fund balance for the project after consultation with the auditor and Local Government Commission
- Why \$800,000? To allow cash flow to advanced payment of reimbursable expenses required for our Programs
- The Commission will not finance more than \$2.2 million

Proposed Facility Location

½ mile South of current location in the
Perquimans Commerce Centre



The New Facility Facts

Continued

- Oakley Collier Architects of Rocky Mount, NC is the Architect / Engineer of record
- NENC Project Solutions to Manage and **PROTECT** the interests of the Commission from the selection of the architect and contractor, to the construction and final punch list walk-thru of the project

Financial Analysis

To Purchase with a 20 year Note with 3.25% from USDA

Projected Building New Construction	<i>Based on 17000 Square Foot New Construction with USDA 20 years 3.25%</i>		
	Cost of new building	\$	3,000,000.00
	Down Payment	\$	800,000.00
	Total Financed	\$	2,200,000.00
	Annual Payment	\$	151,313.54
	Project Annual Utilities (approx)	\$	20,000.00
	Total Annual Expenses	\$	171,313.54
	Price Per Sq Ft 20 year NEW	\$	10.08
<i>Interest Paid over the life of the loan \$764,973</i>			

CDD: 7/14/2017

Financial Analysis

To Purchase with a 40 year Note with 3.75% from USDA

Projected Building New Construction		<i>Based on 17000 Square Foot New Construction with USDA 40 years 3.75%</i>	
	Cost of new building	\$	3,000,000.00
	Down Payment	\$	800,000.00
	Total Financed	\$	2,200,000.00
	Annual Payment	\$	107,050.00
	Project Annual Utilities (approx)	\$	20,000.00
	Total Annual Expenses	\$	127,050.00
	Price Per Sq Ft 40 year NEW	\$	7.47
CDD: 7/14/2017		<i>Interest Paid over the life of the loan \$1,726,411</i>	

Why is the 40 Year Option Recommended over the 20 Year Option?

- The Commission would not have to access the Counties a fee specifically for the Building under the 40 year option

How Does This Affect the County

- The County will continue to be a member of the Albemarle Commission for the life of the lending instrument
- The County agrees to allow the Albemarle Commission to obtain tax-free financing to construct the facility

How Does This Affect the County (continued)

- If the Commission ceases to exist, the Counties may dispose of the property and the proceeds will be divided proportionally (based on per capita dues payments) between the County Members

How Does This Affect the County (continued)

- The Commission will pay for the facility from its per capita dues structure without a special assessment to the County
- The Commission will pay for the facility from its Federally Approved Indirect Rate

How Does This Affect the County (continued)

- **What is a currently approved Indirect Rate?**
 - It is the federally approved not to exceed percentage the "Administration" that may be charged to each program for the operation of the Albemarle Commission
 - Programs are currently charged 26% vs. 31% approved rate - the 5% balance is allocated to reserves

Next Steps

- The Architect will present a design to the Commission Board at their September meeting
- A Contractor will be selected following the Architect's presentation at the September meeting
- The Commission is requesting approval from all County Members by October 2, 2017 with Perquimans County deeding the property to the Commission in October

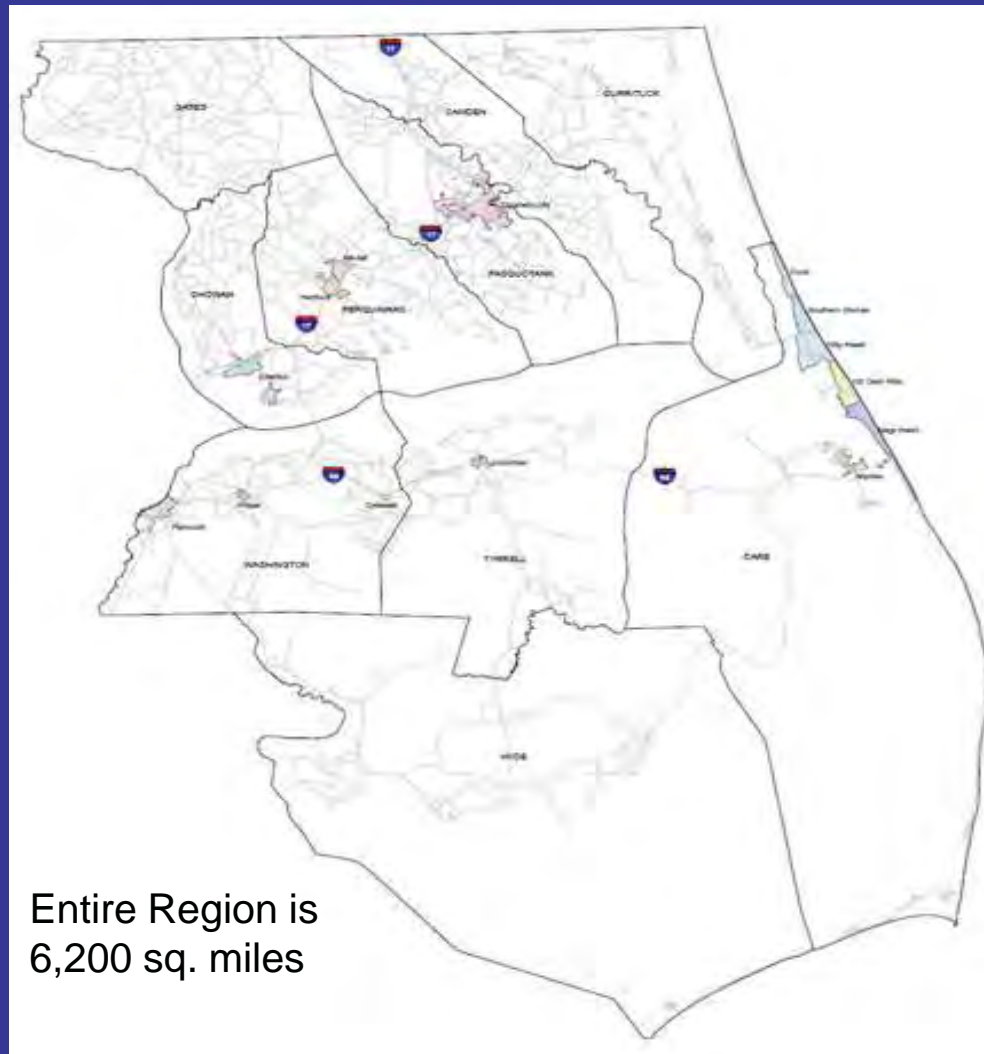
Projected Timeline

- November 2017 Finalize Loan Approval
- November – December 2017 site work and groundbreaking
- Final Punch list walk thru at the beginning of November 2018
- November 2018 Ribbon Cutting, Annual Meeting and 50th Anniversary Celebration in the new facility

What the Commission Needs

- County to approve entering into the Interlocal Agreement with the other 9 counties within the Region
- Adopt the Resolution Supporting the Interlocal Agreement

Thank You For Your Support as We Proudly Serve You



Entire Region is
6,200 sq. miles

Questions???

Contact

Cathy Davison, ICMA-CM
Executive Director

Phone: 252-426-5753 ext. 227
cdavison@accog.org

www.albemarlecommission.org





Martha Worrell Home Occupation Conditional Use Permit

Description

Ms. Martha Worrell has applied for a conditional use permit to operate a home occupation at her residence located at 128 Mother Vineyard Road. She operates a hair salon. This site is zoned R-1 and home occupations are permitted as conditional uses in the R-1 district. The definition of home occupation states that the applicant must reside on premises, no other employees are allowed, and no more than 25% of total floor area of any structure is to be used for the home occupation. She meets all of these criteria. The Planning Board reviewed this item on July 10, 2017 and voted unanimously to recommend approval of the draft CUP attached with this cover sheet.

Board Action Requested

Motion to grant conditional use permit approval of the Worrell home occupation as recommended by the Planning Board.

Item Presenter

Donna Creef, Planning Director



Conditional Use Permit No. 5--2017

Dare County Sections: 22-21 and 22-68.

Application of: Martha Worrell

On August 7, 2017 the Dare County Board of Commissioners considered the application of the Petitioner above named which application is on file with the Dare County Planning Department, and the Board finds as follows:

1. That the written application of Petitioner with attachments has been duly submitted to the Dare County Planning Board as required by Section 22 of the Dare County Code (hereinafter referred to as "Code");
2. The subject property is zoned R-1, residential and located at 128 Mother Vineyard Road on Roanoke Island. This property is identified on the Dare County tax records as parcel 027264000 and located in the Manteo outside tax district.
3. That the application substantially complies with the requirements of the Code in that it requests uses permitted by conditional use permit under the Code, including home occupations;
4. That the Dare County Planning Board recommended for approval the granting of this Conditional Use Permit as requested. The Planning Board made this recommendation on July 10, 2017.
5. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to grant uses such as allowed herein and insofar as the conditional use is hereinafter allowed it will not adversely affect the public interest;
6. That the hereinafter described conditional use is deemed to be reasonable and is not in degradation of the intent of the ordinance.
7. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Conditional Use Permit according to the terms and conditions below:

NOW, THEREFORE, under the provisions of the Code, the following conditional use is granted to Martha Worrell for a home occupation at 128 Mother Vineyard Road subject to such conditions as are hereinafter set out:

CONDITIONAL USE: a home hair salon known as “Just Cut It” to be located on the premises according to the definition of home occupation found in Section 22- 2 of the Dare County Zoning Ordinance.

CONDITIONS:

1. An existing 276 square feet accessory use structure located on the premises shall be utilized as a hair salon. This square footage amount is less than 25% of the total area of the primary structure on the site and is consistent with the footage allowance for home occupations found in the Zoning Ordinance.
2. The Petitioner shall reside on-premises and shall be the sole employee of the hair salon. No other employees shall be employed in the hair salon.
3. Existing parking at the site shall be used for the hair salon and is adequate to meet the parking needs of the residence and the hair salon.
4. Hours of operations shall be Tuesday-Friday 9:00 a.m. to 5:00 p.m. and Saturday 9:00 a.m. to 12:00 p.m.
5. No signage shall be posted on the property.
6. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This 7th day of August 2017

SEAL:

COUNTY OF DARE

By: _____
Robert L Woodard
Dare County Board of Commissioners

ATTEST:

By: _____
Gary Gross
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

By: _____
Martha Worrell, Owner

APPROVED AS TO LEGAL FORM

By: _____
Robert L. Outten
County Attorney

Home occupation - A profession or occupation carried on by a member of a family or a member of a recognized profession residing on the premises; provided, that no merchandise or commodity other than that produced on the premises is sold on the premises; provided, further, that not over twenty-five percent of the total actual floor area of any structure is used for home occupations or professional purposes.

Indoor recreation use - Commercial uses, varying in size, providing daily or regularly scheduled recreation-oriented activities in an indoor setting. Indoor recreation includes the following uses:

1. Amusement center, game arcade, laser tag.
 2. Billiard and pool halls.
 3. Bingo operations.
 4. Bowling alleys or centers.
 5. Arenas.
 6. Dance, martial arts, music studio.
 7. Health, fitness or exercise center.
 8. Shooting range.
 9. Sports centers including batting cages.
 10. Motor tracks.
 11. Miniature golf course facility.
 12. Skating rink.
 13. Movie theater or other indoor theater.
 14. Indoor swimming pools or aquatic centers.
 15. Tennis, racquet ball and other racket courts.
- (Adopted 3-2-2015)

Landscaping Business - A business that provides lawn and yard maintenance services to off-premise residential and commercial sites. These services shall include mowing, planting, cutting of trees and shrubs, irrigation system installation, and site design work. (As adopted by the DCBC on June 3, 2002)

Large bed and breakfast home - A single family dwelling that consists of a single dwelling unit together with the rental of not more than five guest rooms on a daily or weekly basis to tourists, vacationers, or transients not to exceed a stay of 30 consecutive days. Guest rooms in a large bed and breakfast home shall not be rented on a month-to-month or long-term basis. The provision of meals, if provided at all, is limited to the breakfast meal and the bed and breakfast operation is conducted by persons who own and reside in the dwelling unit with the assistance of not more than the equivalent of one full-time employee. There shall be no cooking facilities allowed in the individual guest rooms. (As adopted on October 17, 2005)

Lot - A parcel of land which fronts on and has ingress and egress by means of a public right-of-way or an approved private street and which is occupied or intended to be occupied by a building or groups of buildings as provided herein with the customary accessories and open spaces. The word "lot" includes the words "plot," "parcel" or "tract."

Lot area - The total horizontal area included within lot lines.

Lot, corner - A lot, at least two adjoining sides of which abut for their full lengths on a street provided that the interior angle at the intersection of two such sides is less than one hundred thirty-five degrees.


Lot coverage - That portion of the lot area, expressed as a percentage, that is occupied and obstructed by an improvement or a structure above the ground, including but not limited to buildings, decks, paved parking areas as defined in Section 22-56, private sidewalks of impervious surfaces, paved driveways and roadways as defined in Section 22-56 and any accessory use or structure requiring location on or above the ground. The following exemptions shall be allowed for residential lot coverage calculations:




027264-000 11-988010-RT-068


20 m
50 ft

Leaflet

 This map is prepared from data used for the inventory of the real property for tax purposes. Primary information sources such as recorded deeds, plats, wills, and other primary public records should be consulted for verification of the information contained in this map.
DARE COUNTY ASSUMES NO LEGAL RESPONSIBILITY FOR THE INFORMATION CONTAINED IN THIS MAP.

 128 Mother Vineyard Rd
Manteo, NC 27954
Parcel: 027264000
Pin: 988010470181
Tax District: Manteo Out
Subdivision: Subdivision - None
Lot-Blk-Sect: Lot: Blk: Sec:
Property Use: Residential
Building Type: Ranch
Year Built: 1987

Tax Ownership		Current Tax Value	
Ralph Jr & Jones		Land	132,400
Parmalee Jones		Building	284,200
		Misc	23,800
		Total	440,400

Map Legend
Scale: 1:1,066
Basemap: Aerials(2012)
Parcel Lines
— Property Line
 Selected Parcel



Food Stands -- Proposed Zoning Amendments

Description

A staff report detailing the Planning Board's review of this matter is attached.

Board Action Requested

Consideration of Planning Board's recommendation and draft zoning amendments.

Item Presenter

Donna Creef, Planning Director

STAFF REPORT: August 7, 2017 Board of Commissioners Meeting

ITEM: Request for Hearing – Food Stand Regulations

FROM: Donna Creef, Planning Director

The issue of food trucks and mobile food service is one that arises every year in the spring and summer months. It has reached the point where I feel additional consideration of the County's current zoning regulations is needed. The item was discussed at length by the Planning Board at their monthly meetings in June and July with a public hearing on this issue held on July 10. The Planning Board's discussion focused on three main points:

1. Review of our current food service zoning regulations and possible amendments
2. Ice cream truck/vendors
3. Mobile food units (food trucks) and food stands

Review of zoning regulations and possible amendments

The Zoning Ordinance includes three definitions for food establishments:

Food stand – Any place or premises where food and beverages, including ice cream and other frozen items, are prepared and sold or delivered to patrons for off-premises consumption only. In order to qualify as a food stand, no indoor or outdoor seating may be provided for on-premise consumption.

Drive-in restaurant or refreshment stand – any place or premises used for sale, dispensing or serving food, refreshments or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments or beverages on the premises.

Restaurant – Any place or premises where food and beverages are prepared and served to patrons for on-premises consumption. Seating may be located indoors or outdoors. Delivery service and take-out service may also be offered in addition to the on-premises consumption. This term shall not include drive-in restaurant or food stand as defined elsewhere in this appendix.

Some of the older commercial zoning districts date back to 1975 when the zoning ordinance was originally adopted. These older districts (C-2, C-2H, C-3, I-1 and VC-2) only allow restaurants and do not list food stands as uses in the district. Areas of Avon and Buxton are zoned C-2. There are areas of C-3 found in Avon, Buxton and Roanoke Island. There are areas of I-1 found in Buxton and Roanoke Island. C2-H applies in Hatteras village only. Colington includes areas zoned VC-2. Any type of food service establishments can be permitted in areas zoned S-1. The newer zoning districts adopted for Wanchese, Manns Harbor, and East Lake address the issue of restaurants, food stands and/or mobile food service and do not need any amendments. Some of the other commercial districts that apply in Stumpy Point, Skyco and Colington do not allow restaurants and those districts are not part of this discussion. A majority of the zoning districts prohibit drive-through window service and that restriction is not part of this effort either.

After discussing the older zoning districts, the Planning Board voted to recommend the five older zoning districts (C-2, C-2H, C-3, I-1 and VC-2) be amended to add food stands to the list of uses in those districts subject to the same review procedures for restaurants established for that specific district. For example, in the C-2 district restaurants are subject to administrative staff site plan review. Food stands in the C-2 district would be subject to the same administrative review. Restaurants in the VC-2 district are subject to conditional use permit review by the Board of Commissioners, food stands in the VC-2 district would also be subject to CUP review.

Ice Cream Vendor Regulations

The Planning Board discussed mobile ice cream vendors and if such vendors should be subject to some sort of zoning review and approval procedures. After hearing from numerous speakers at the June 12 and the July 10 Planning Board meeting, it was the consensus of the Planning Board that ice cream vendors should not be the focus of any regulatory initiative. These vendors are not subject to regulation by the Dare County Health Department because they serve pre-packaged goods. They are generally viewed as a historical, seasonal use.

Mobile food units (food trucks) and food stands

I met with Jack Flythe, Dare County Environmental Health Supervisor, to discuss food service establishments. Mobile food vendors must be affiliated with a restaurant for refrigeration and employee restroom access. Any mobile food service has to provide a list of locations where they plan to set up and a written agreement from the affiliated restaurant owner. He also indicated that the regulations for food stands now allow up to eight customers seats.

The Planning Board felt the use of mobile food trucks as food stands was appropriate since they are approved by the Health Department and that a zoning review process should be established to address other issues such as signage, seating, solid waste disposal etc. A draft set of regulations for food stands were reviewed and discussed by the Planning Board on July 10, 2017. One factor that was a large part of the Planning Board discussion was whether food stands should be allowed to locate at any existing business site or if they should only be located in the parking lot of the restaurant whose restrooms and refrigeration they are using. Five of the six Planning Board members present at the July meeting felt the location at any business was appropriate. The comments offered by the Planning Board members indicated food trucks are popular in other areas of North Carolina and offered an alternative for visitors and residents.

In response to the criticism that mobile food unit operators do not incur any costs to establish their business, it was noted that such units are subject to Health Department review and the new regulations drafted by the Planning Department include several conditions distinguishing a food stand from a full-service restaurant. The proposed regulations would establish zoning review procedures similar to those for other proposed land uses. The proposed regulations limit seating to eight seats as allowed by NC health laws and restrict the seating area to an unenclosed outdoor seating area. This will preclude a deck being enclosed with screens, windows or walls. The provision of seating also triggers the need for customer public restrooms under the NC plumbing code. If a food stand chooses not to provide seating, then no public restrooms are required. Food stands must provide ten parking spaces independent of parking for other uses occurring on the site.

NEXT STEPS/SUMMARY

Following their discussions, the Planning Board voted to recommend the following:

1. No regulations are needed at this time for ice cream vendors, they are seen as a historical use of the area and should continue to be operate as they do now.
2. The C-2, C-2H, C-3 I-1 and VC-2 commercial districts be amended to add food stands to the list of uses subject to the review procedures established in each district for restaurants.
3. Mobile food units be treated as food stands subject to zoning review according to a new set of regulations and to amend the food establishment definitions for consistency with state regulations. These draft amendments are attached. These amendments, if adopted, would apply to all zoning districts in unincorporated Dare County.

Should it be the pleasure of the Board of Commissioners to offer additional consideration to these items, then a public hearing on the draft amendments is needed. The first available date for such a hearing is August 21, 2017. A later hearing date is appropriate should there be revisions identified during the Board's discussion that need to be incorporated into the draft language.

Section 22-58.5 Food Stands and Mobile Food Units (New Section to be Added)

Intent and Effect: The section shall apply to the review, approval and operation of any food stand and/or mobile food unit as permitted in the individual zoning districts of unincorporated Dare County. These regulations shall be effective (insert date of adoption) and apply to any food stand authorized by Dare County after this adoption date.

Mobile food units: Mobile food units as defined in Section 22-2 of the Dare County Zoning Ordinance may be authorized as a food stand subject to the conditions and procedures set forth in this section.

Approval procedures: A food stand listed as a “permitted” use in the applicable zoning district shall be subject to administrative approval by the Dare County Planning Department. A food stand listed as a “conditional” use in the applicable zoning district shall be subject to Planning Board review and Board of Commissioners approval according to the provisions of Section 22-68 of the Dare County Zoning Ordinance. An up-to-date site plan depicting the location of the proposed food stand shall be provided to the Dare County Planning Department as part of the review process. Approval from the Dare County Health Department shall be obtained and proof of the Health Department approval submitted to the Planning Department.

Location: A mobile food unit shall be located on a parcel of land in conjunction with an existing commercial structure or use. Only one mobile food unit shall be located on a parcel of land in conjunction with an existing commercial structure or use. Written approval from the owner of the commercial use shall be submitted as part of the site plan review process. A food stand proposed for use as a principal, stand-alone use may be permitted subject to the review procedures set forth in this section and the applicable zoning district. Any food stand shall be limited to the seating restrictions of this section

Seating: An unenclosed, outdoor seating area may be provided for customers of the food stand. The maximum number of seats shall not exceed eight seats. The location of the seating shall be identified on the site plan submitted for the food stand and seating shall not be located in any setback area, parking area, or stormwater management area. A food stand shall not feature indoor seating.

Public Restrooms: Any food stand, both permanent and mobile food units, that provides outdoor seating shall provide public restrooms on the same site for use by their customers and employees. Public restrooms of the affiliated business or restaurant may be used to meet this requirement if the restrooms meet the requirements of the North Carolina Plumbing Code. Portable toilets shall not be used to meet this public restroom requirement.

Setbacks: Any food stand shall meet the zoning setbacks for a principal use structure applicable to the site where such food stand is to be located.

Parking: Ten parking spaces, as required by Section 22-56 for food stands, shall be identified on the site plan for the property where the food stand will be located. Parking spaces for the existing business affiliated with the food stand may be approved for use by the food stand if the hours of operation for the food stand and the business do no overlap.

Restaurant Affiliation: A restaurant shall be affiliated with a food stand as required by NC Health regulations. The affiliated restaurant shall be located in Dare County.

Signage: A separate freestanding business sign for the food stand shall not be displayed. Temporary signage or sandwich board signs shall not be used. Advertising for the food stand may be incorporated into the freestanding sign for the existing business if such sign does not exceed the allowable square footage as established by the Dare County Sign Ordinance. Signage on the outside of the food stand attached to the unit may be authorized by the Planning Department during the approval process. One flag as defined in the Dare County Sign Ordinance may be displayed at the food stand location according to the provisions of the Dare County Sign Ordinance. Any flag displayed at the food stand shall not interfere with line of sight clearances in parking areas.

Solid Waste: Trash receptacles for customer and employee use shall be provided onsite by the food stand operator. Approval to use the solid waste containers of the affiliated business shall be submitted as part of the approval process. Solid waste containers provided at public beach accesses or other public sites shall not be used.

Hours of Operation: Hours of operation for any food stand shall be established during the approval process and noted in the approval certificate issued by the Planning Department.

Annual Review: Annual review of any mobile food unit approved as a food stand is required and shall include the submission of documentation from the affiliated business and restaurant.

Other conditions:

Any mobile food unit authorized as a food stand shall be kept in a “ready to move” state and shall not have the wheels or tires removed from the unit. Pre-fabricated accessory structures intended for storage purposes and constructed off-site or factory-built shall not be used as food stands.

No drive-thru window service whereby patrons are served while seated in vehicle shall be permitted at a food stand.

Nothing in these regulations shall be interpreted to apply to catering services or special event food vendors as approved by the Dare County Health Department or to emergency response feeding services offered as part of emergency response operations.

Proposed amendments to definitions to be consistent with State definitions (new text underlined, text for deletion in strikethrough)

Food establishment: an operation that is conducted in a mobile, stationary, temporary or permanent facility or location and where consumption is on premises or off the premises.

~~Food stand – Any place or premises where food and beverages, including ice cream and other frozen items, are prepared and sold or delivered to patrons for off-premises consumption only. In order to qualify as food stand, no indoor or outdoor seating may be provided for on-premise consumption.~~

Food stand: any food establishment that prepares or serves food and does not provide seating facilities for customers to use while eating or drinking. A permitted food stand may elect to provide tables and not more than eight seats for customer to use while eating and drinking on the premises.

Mobile food unit: a food establishment or pushcart designed to be readily moved and vend food.

Drive-in restaurant or refreshment stand – any place or premises used for sale, dispensing or serving food, refreshments or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments or beverages on the premises.

Restaurant – Any place or premises where food and beverages are prepared and served to patrons for on-premises consumption. Seating may be located indoors or outdoors. Delivery service and take-out service may also be offered in addition to the on-premises consumption. This term shall not include drive-in restaurant or food stand as defined elsewhere in this appendix.



Comments to State on Preliminary Flood Maps

Description

The State has indicated the 90-day appeal and comment period for the preliminary flood maps is likely to begin later this month. Comments are of a general nature and not scientific or technical data associated with an appeal. I have identified several issues for the Board's consideration to submit as comments to the NC Floodplain Mapping staff and FEMA.

Board Action Requested

Discussion of issues and instructions to staff

Item Presenter

Donna Creef, Planning Director

ITEM TITLE: Comments on Preliminary Flood Maps
DATE: August 7 Dare County Board of Commissioners
FROM: Donna Creef, Planning Director

Part of the flood map adoption process is a 90-day appeal and comment period. The State has advised that comments, which are not of a technical or scientific nature associated with an appeal, can be submitted anytime until the end of the 90-day appeal period. It is hoped that the appeal period will begin by the end of August. I have been meeting on a regular basis with the other local Planning departments to discuss the preliminary flood maps. It is the consensus of this group that comments from each local government will be more effective if the letters carry a common theme. I have summarized these issues for the Board and requesting that a comment letter be prepared for the Chairman's signature and submission to the State.

Street Addresses on FRIS webpage

The State's Flood Risk Information System (FRIS) webpage, which is used to access the effective and preliminary flood maps, has severe deficiencies in the address search function thereby producing inaccurate identification of some locations. For example my street address is 124 but when entered in the search feature, the FRIS site identifies it as 130. In other instances, the street numbers in the FRIS system do not even exist. To accurately locate a certain property, the Planning staff uses the Dare County GIS system to locate the correct address and works from there to find it on the FRIS. This is frustrating for property owners and others, such as insurance agents and mortgage professionals, who often have to contact the local government for a letter verifying the correct address.

Map Legends

The FRIS site offers the option to print small-scale copies of the effective and the preliminary flood maps. The map legends describe the Shaded X flood zone using the technical definition of the Shaded X zone – 0.2% chance of annual flood hazard - with no label or title of Shaded X. The X zones are not even labelled. For individuals not familiar with flood map terminology, this is confusing and does not convey what needs to be conveyed. The map legends should be revised to be user-friendly for individuals not familiar with the flood map terminology. The maps should include the title Shaded X with the description and better labelling of the X zone areas.

Local Government Involvement

Flood maps are updated every ten years or so. This last round of updates started back in 2007 and no initial meetings with area officials were held to discuss local concerns. In discussing this with the local planners, we feel more involvement at the start of the process is needed so we can

advise the State about areas of concern and flood events that should be included in any studies and modeling used for map development.

Update FEMA coastal flood model

Spencer Rogers noted during his presentation to the Board on February 6, 2017 that we should encourage the use of better coastal models in the development of future flood maps. The NC Flood Mapping office is required to use the FEMA coastal flood models although these models are somewhat outdated and better models exist that more accurately reflect the risks. Comments should be made encouraging FEMA to update their coastal flood models and to change their protocol to allow North Carolina to use other modeling if such models are more effective than the FEMA coastal flood model.

Shallow Flooding

FEMA flood maps address the 1% annual chance of a property to experience flooding. The preliminary maps include AO zones, which depict areas of shallow flooding. Previous versions the Dar County maps did not include AO zones. The AO zones included on the preliminary flood maps only depict those areas that experience shallow flooding resulting from overtopping of the primary dunes along the oceanfront. The preliminary flood maps do not depict shallow flooding that may occur as a result of extreme rain events. Shallow flood studies for other areas in addition to those areas that experience shallow flooding from overtopping of the primary dune should be used in future mapping efforts.

BFEs and X zone areas on preliminary maps

The preliminary maps feature base flood elevations that are significantly lower than the base flood elevations of the 2006 effective flood maps. There are also extensive areas reclassified from VE/AE zones to Shaded X or X zones. Some of these lower BFEs and Shaded X/X zones are areas for which there is empirical knowledge of flood damages. Any reversion from Shaded X or X zones areas to VE/AE flood zone or a flood zone with a higher BFE on future flood map will negatively impact property owners. This is a concern since many property owners in a Shaded X or X zone under the preliminary maps may choose to cancel their flood insurance. If in the future, these property owners are required to purchase flood insurance because of a reversion to a higher risk flood zone, then such insurance will be costly due to the lapse in coverage.

REQUESTED ACTION FROM BOARD:

If the Board feels some, or all, of the issues are worthy of inclusion in a comment letter to the State, then instructions to me to prepare a letter for Chairman Woodard's signature is needed.



Public Hearing -- Zoning Amendment for Solar Energy Systems

Description

A public hearing on a proposed text amendment to address solar energy systems is scheduled for 10:00 a.m. This amendment is the result of a request by John Dodaro who wishes to install a large solar energy system at his residence located at 24222 Caribbean Way in Rodanthe. A staff report and other information pertinent to the zoning amendment application is attached.

Board Action Requested

Conduct public hearing and act on proposed solar energy system amendment.

Item Presenter

Donna Creef, Planning Director

STAFF REPORT FOR AUGUST 7, 2017 MEETING

FROM: Donna Creef, Planning Director

RE: Public Hearing – Amendment for Solar Energy Systems

John Dodaro has applied for a zoning text amendment to exempt solar energy systems from lot coverage calculations. In discussing Mr. Dodaro's request, the Planning Board felt other aspects of solar energy systems should be addressed in addition to lot coverage. A new section for the zoning ordinance has been drafted, as attached.

A public hearing on the matter is scheduled for 10:00 a.m. At the conclusion of the hearing, the Board will be in a position to act on the amendment if you choose to do so.

Policy ICC #13 of the Dare County Land Use Plan states – Dare County supports research and development of alternative energy sources, such as wind powered structures and mechanisms. The associated implementation strategy is to amend the Dare County Zoning Ordinance or other land use codes as may be necessary in response to alternative energy sources. Based on this language, the proposed amendment can be determined to be consistent with the Dare County Land Use Plan. On July 10, 2017, the Planning Board voted unanimously to recommend adoption of the draft language for solar energy systems.

Draft motions for the Board's consideration:

To adopt: "I move that the proposed Section 22-29-5 Solar Energy Systems be adopted as recommended by the Planning Board. I find this amendment to be consistent with the 2009 Dare County Land Use Plan and other official plans of the county specifically Policy ICC #33 which supports alternative energy sources."

To revise draft language based on comments or subsequent Board discussion: "I move that the draft language be revised (insert specific revisions) and adopted. I find this amendment to be consistent with the 2009 Dare County Land Use Plan and other official plans of the county specifically Policy ICC #3 which supports alternative energy sources."

Section 22-29.5 Solar Energy Systems (new section to be added to ZO)

The intent of these regulations is to provide for the location of solar energy systems in all areas of unincorporated Dare County subject to the following:

Definition

Solar Energy Systems – An energy system which converts solar energy to usable thermal, mechanical, chemical or electrical energy for use in the heating or cooling of a structure, for heating domestic water or water used in swimming pools or hot tubs, or for the generation of electricity for one principal use structure located on the same parcel or lot as the solar energy system. This does not include solar energy facilities used for the wholesale generation of solar energy by utility companies and/or other business entities.

Type of Systems: Only photovoltaic systems or solar water heating panels shall be permitted. Systems that employ mirrors or other reflective surfaces shall not be used.

Setbacks Requirements: Ground-mounted solar energy systems shall be located a minimum of five feet from any side or rear property line unless the applicable zoning district requires accessory structures to comply with principal structure use setbacks. In no instances shall a solar energy system be located in the front yard or front yard setback area.

Height Limitations: Roof mounted solar energy systems shall not exceed the building height limit of the applicable zoning district. Ground-mounted solar energy systems shall not exceed ten feet at its highest operational angle measured from the finished grade of the lot or parcel.

Lot coverage: Ground-mounted solar panels and their associated mounts shall be excluded from the applicable lot coverage limitation up to a maximum 10% of the total lot area when used in conjunction with a residential principal use structure and up to 5% of the total lot area when used in conjunction with a commercial or industrial principal use structure. Other ground based components, such as equipment boxes, shall be included in the lot coverage calculations.

Other Standards: The proposed location of any solar energy system shall be depicted on a survey of the property. The survey shall also note the distance the solar energy system is located from any side and or rear property line. Any required building permit for the energy solar system shall be secured from Dar County before the system is located on the property.

demonstrate the County's position if future exploration proposals are considered by the federal government. This policy should not be interpreted de-emphasize the County's opposition to off-shore exploration but recognizes the discontinuation of the federal moratorium that was in place for many years and the need for a national approach that is equitable and addresses environmental concerns.

The third policy (ICC #13) acknowledges support for alternative energy sources. Previously, support for alternative energy sources was included as part of the 2003 energy facilities policy. Strong support for such facilities was evident in the CIP responses and stated at all of the public input workshops held in 2007. A separate policy is included in the 2009 update to reflect the strong level of public support for a transition from reliance on fossil fuels in favor of alternative sources.

Policy ICC #11

Dare County is opposed to the development of any petro-chemical energy facility or related improvements within its jurisdictional lands and/or waters. This includes all structures, operations, and activities associated with petro-chemical energy facility development such as but not limited to on-shore support bases for offshore exploration activities, staging areas, transmission and/or production pipelines, pipeline storage yards, and other similar structural activities and improvements related to petro-chemical energy facility development, exploration, or production.

Policy ICC #12

Dare County supports efforts by the federal government to identify methods to decrease the United States' continued reliance on fossil fuels supplied by foreign sources. A revised national energy policy that fosters alternatives to fossil fuels is strongly encouraged. Proposals for offshore exploration for fossil fuels will be opposed unless it is determined that such proposals are part of a national energy policy implemented equitably throughout the United States and it has been determined that all environmental concerns have been addressed to the satisfaction of all local, state, and federal agencies.

Policy ICC #13

Dare County supports research and development of alternative energy sources, such as wind powered structures and mechanisms.

Implementation Strategy

1. Amend Dare County Zoning Ordinance or other land use codes as may be necessary in response to alternative energy sources. (2010-2015)



Public Hearing – Subdivision Ordinance Amendments in Response to New State Law

Description

Last month, the Board scheduled a public hearing to amend the Subdivision Ordinance in response to recently enacted State legislation that added new language to the definition of “subdivision” found in NCGS 153A-335. The definition in the Dare County ordinance needs to be amended to make our regulations consistent with NCGS 153A-335. The draft language is attached to this cover sheet. The Planning Board reviewed this item on July 10 and recommended approval.

Motion for Approval --I move that the Subdivision Ordinance be amended for consistency with NCGS153A-335. I find this amendment to be consistent with the 2009 Dare County Land Use Plan and other adopted laws and regulations in that it ensures uniformity with the State laws governing subdivisions of land.”

Board Action Requested

Conduct public hearing and adopt amendment

Item Presenter

Donna Creef, Planning Director

(New language to be added is in underline text, language for deletion is in strikethrough text)

(a) **SUBDIVISION.** Any division of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions are created for the purpose of sale or building development (whether immediate or future) and includes all divisions of land involving the dedication of a new street or a change in existing streets however, the following is not included within this definition and is not subject to any regulations enacted in this chapter. ~~for the purpose, whether immediate or future, of sale or building development, including any division of land involving the dedication of a new street or a change in existing streets; provided, that the following shall not be included within this definition, nor shall they be subject to the regulations prescribed by this chapter:~~

(1) The combination or recombination of portions of previously subdivided and recorded lots, if the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the County as established by this chapter.

(2) The division of land into parcels greater than ten acres, if no street right-of-way dedication is involved.

(3) The public acquisition by purchase of strips of land for the widening or opening of streets.

(4) The division of a tract of land in single ownership, the entire area of which is no greater than two acres, into not more than three lots, where no street right-of-way dedication is involved, and if the resultant lots are equal to or exceed the standards of the county as established by this chapter.

(5) The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.

(6) the combination, recombination or reconfiguration of previously subdivided and recorded lots if the total number of lots is not increased, the non conforming sizes of the resultant lots are equal to the original nonconforming lot sizes, and no other new nonconformities of any kind are created. (Example: Lot A is 10,000 sq feet and Lot B is 12,000 sq feet. These lots may be reconfigured such that Lot A is now 12,000 sq feet and Lot B is 10,000 sq. feet. However, a reconfiguration that results in Lot A being, say, 8000 sq feet and Lot B being 14,000 sq feet would not be allowed as the resultant lot sizes are not equal to the original lot sizes. Similarly, an otherwise permitted reconfiguration that caused an existing structure to violate current set back requirements or other regulations would not be permitted as the reconfiguration created a new nonconformity)

(7) the combination or reconfiguration of previously subdivided and recorded lots if the total number of lots is decreased and the size of the resultant lot(s) are equal to or greater than the originally recorded lots size and no other new nonconformities of any kind are created. Example: two non-conforming lots of 5,000 square feet are combined into one lot of 10,000 square feet.

(b) Dare County may provide for expedited review of subdivisions of as set forth in this Chapter

(c) A plat for recordation under the provisions of Section 153.18 for the division of a tract or parcel of land in single ownership if all of the following criteria are met:

- (1) The tract or parcel to be divided is not exempted under subsection 92) of subsection (a) of this section.
- (2) No part of the tract or parcel to be divided has been divided under this subsection in the 10 years prior to division.
- (3) The entire area of the tract or parcel to be divided is greater than five acres.
- (4) After division, no more than three lots result from the division.
- (5) After division, all resultant lots comply with all of the following:
 - a. Any lot dimension size requirements of the applicable land-use regulations; if any.
 - b. The use of the lots is in conformity with the applicable zoning requirements; if any.
 - c. A permanent means of ingress and egress is recorded for each lot.



Consent Agenda

Description

1. Approval of Minutes (07.17.17)
2. Southern Albemarle Association, Annual Meeting Invitation List
3. LEPC Grant - (Local Emergency Planning Committee)
4. Annual Settlement and Charges to the Tax Collector
5. Rodanthe Cell Tower Lease
6. Renewal of SPCA contract

Board Action Requested

Approval

Item Presenter

County Manager, Robert Outten



Approval of Minutes

Description

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

Board Action Requested

Approve Previous Minutes

Item Presenter

County Manager, Robert Outten



COUNTY OF DARE, NORTH CAROLINA

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

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

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

5:00 p.m., July 17, 2017

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

Commissioners absent: Note - Vice Chairman Overman was only able to attend the first portion of the meeting. A notation is listed with each motion indicating whether he was present for voting on the item.

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

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

Chairman Woodard called the meeting to order at 5:03 p.m. He invited Rev. Jody Moore from the Outer Banks Presbyterian Church to share a prayer, and then he led the Pledge of Allegiance to the flag.

The Chairman asked for a motion to amend the agenda to move Item #12 (Ordinance to allow the sale of alcoholic beverages before noon on Sundays) to item 5A.

MOTION

Commissioner Shea motioned to amend the agenda as requested.

Commissioner Tobin and Commissioner House seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was present for voting on this item)

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

Chairman Woodard mentioned the following items during his opening remarks –

- He gave an update on beach nourishment projects throughout the County.
- Commented on the death of two special people, George Spence and Dwight Wheless.
- Gave details about the recent dedication of the Blue Star Highway honoring veterans.
- Reported on a presentation he made to the Kitty Hawk Kiwanis Club on County issues.

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

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Felisha Norman, Social Services, received a 10-year pin.
- 2) Sally Helms, Social Services, received a 10-year pin.
- 3) Wanda McMahon, Health Department, received a 15-year pin.
- 4) Terence Sheehy, Emergency Medical Services, received a 20-year pin.
- 5) Sandy Scarborough, Dare County Center, received a 20-year pin.
- 6) Veronica Brickhouse, Dare County Library, received a 25-year pin.
- 7) Heidi Wescott, Sheriff’s Office, received a 25-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH – JULY 2017

Tommy Hollis received the Employee of the Month award from Edward Lee Mann who described the many ways that Mr. Hollis is an asset to the Public Works Department.

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. Citizen remarks can be seen in their entirety on the county website www.darenc.com. Following is a brief summary –

The following comments were made in Manteo –

1. Gail Sonnesso spoke in support of NC Senior Tar Heel Legislature Delegates Kaye White and Mary Ellen Hawthorne. She described the challenges facing families dealing with dementia and spoke of the need for a licensed day care center for seniors. Ms. Sonnesso called on the Board to be open to providing this service.
2. Doug Kenyon told Commissioners that something different needs to be done about substance abuse. He said money is being squandered on tactics that don’t work. Mr. Kenyon said only a small amount of money is allocated for preventative care compared to what is spent dealing with the problem later in our courts and jails.

The following comments were made in Buxton –

3. James Bagwell asked about getting a six inch water line and fire hydrant on a street in Buxton Woods as a matter of public safety and public welfare. He also described problems on Deer Run Circle and Flowers Ridge Road that need attention.

ITEM 5 – INTRODUCTION OF THE NEW SUPERINTENDENT OF SCHOOLS

John Farrelly, the new Superintendent of Dare County Schools, was introduced by School Board Chair Bea Basnight. Superintendent Farrelly, who started his career as a teacher, said he is thrilled to be serving the children of Dare County. He said he looks forward to continuing a close relationship with the Dare County Board of Commissioners and working with the community to develop a shared vision for our schools.

ITEM 5A – ORDINANCE TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES BEFORE NOON ON SUNDAYS (Att. #1)

This item was moved from #12 on the agenda. Mr. Outten explained that Senate Bill 155, known as the Brunch Bill, was enacted by the North Carolina General Assembly and authorizes local governments to adopt an ordinance to allow the sale of alcoholic beverages before noon on Sundays. Dan Lewis, on behalf of the Outer Banks Restaurant Association, asked the Board to adopt an ordinance to allow the sale of alcoholic beverages at 10:00 a.m. on Sunday as a matter of economic importance for local restaurants and retailers. The County Manager read the ordinance.

MOTION

Commissioner House motioned to adopt the ordinance as presented to allow the sale of alcoholic beverages before noon on Sundays at licensed premises in unincorporated areas of Dare County effective July 17, 2017.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was present for voting on this item)

RECESS: 6:12 p.m. – 6:28 p.m.

ITEM 6 – REPORT ON THE NC SENIOR TAR HEEL LEGISLATURE

Kay White, Delegate to the NC Senior Tar Heel legislature, and Alternate Mary Ellen Hawthorne, gave an update report to the Board of Commissioners. Legislative priorities were outlined and concerns were identified including a consumer warning about online pharmaceutical purchases and the need to have more adult day care services.

Commissioner Couch asked for more information about adult day care as outlined by Gail Sonnesso. Commissioner House echoed the recommendation for an adult day care facility saying that he knows from personal experience that this is a burdensome issue for families. Ms. White said she will prepare information for the Board of Commissioners.

ITEM 7 – JOHN DODARO ZONING TEXT AMENDMENT – SOLAR ENERGY SYSTEMS

Planning Director Donna Creef outlined a zoning text amendment request from John Dodaro and Maria Clemente to place a solar energy system at their residence in Rodanthe. She explained that the Planning Board felt additional standards were needed and instructed staff to draft new regulations for inclusion in the Zoning Ordinance. She asked for a Public Hearing on the proposed zoning text amendment.

MOTION

Commissioner Shea motioned to schedule a Public Hearing for 10 a.m. on August 7, 2017. Commissioner Couch seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

ITEM 8 – SUBDIVISION ORDINANCE AMENDMENTS – REQUEST FOR A HEARING

The Planning Director reported that the State of North Carolina has recently adopted revisions to the General Statutes that define a subdivision. She described the changes and asked for a Public Hearing on an amendment to the Subdivision Ordinance.

MOTION

Commissioner Shea motioned to schedule a Public Hearing for 10 a.m. on August 7, 2017. Commissioner House seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

Note: Agenda items 9, 10, and 11 were quasi-judicial proceedings. Before any of these items were considered by the Board, the Planning Director and any others who might offer testimony were duly sworn by the Clerk to the Board.

ITEM 9 – MARITIME WOODS GROUP DEVELOPMENT

After all parties to this proceeding were duly sworn, Ms. Creef presented a revised site plan and Conditional Use Permit (CUP) for the Maritime Woods group development located off Driftwood Drive on Roanoke Island. She said a previous CUP has expired and a revised site plan has been submitted with a request to reauthorize a CUP to allow development of the site. Ms. Creef noted that the site plan has been approved by the Dare County Airport Authority and reported that the Federal Aviation Administration has issued a determination letter that there is no hazard to air navigation. She added that the item was unanimously approved by the Planning Board. The County Manager asked if the applicant agrees to the admission of the file material submitted by the Planning Department, the facts presented by the Planning Director, and the facts and conditions outlined in the Conditional Use Permit. Mr. Chesson indicated his agreement.

MOTION

Commissioner Shea motioned to approve the CUP and revised site plan as recommended by the Planning Board.

Commissioner House seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

ITEM 10 – JONATHAN MIDGETT GROUP DEVELOPMENT – CUP APPLICATION

After all parties to this proceeding were duly sworn, Ms. Creef outlined a Conditional Use Permit (CUP) and associated site plan submitted by Jonathan Midgett to develop property on Colington Road. In discussing the CUP, the Board noted the need for a verbiage change for items #3, #4, #8 concerning fencing, lighting, and the deed overlap issue. Chairman Woodard asked if the applicant agrees to the terms and conditions of the CUP. Victor White from Landmark Engineering indicated his agreement.

MOTION

Commissioner Shea motioned to approve the site plan and Conditional Use Permit with the changes that were discussed for #3, #4, and #8.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

ITEM 11 – BELLE ACRES GROUP DEVELOPMENT – CUP APPLICATION

After all parties to this proceeding were duly sworn, Ms. Creef presented a Conditional Use Permit (CUP) and site plan submitted by Colingwood Development for a 10-unit residential project in Colington. The County Manager asked if the applicant agrees to the facts that were presented, the admission of the file material submitted by the Planning Department, and the facts and conditions outlined in the Conditional Use Permit. Project Engineer Mike Robinson indicated his agreement.

MOTION

Commissioner Shea motioned to approve the CUP and site plan as recommended by the Planning Board.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

ITEM 12 – ORDINANCE TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES BEFORE NOON ON SUNDAYS This item was moved to #5A on the agenda

ITEM 13 – OUTER BANKS GUN CLUB LEASE

The County Manager explained that the lease is now due for renewal and the Gun Club has requested a five year lease agreement. He explained that a Public Notice needs to be published outlining the term of the proposed lease. He asked for authorization to publish the notice and later bring the 5 year lease agreement back to the Board for approval.

MOTION

Commissioner Shea motioned to authorize publication of a Public Notice stating intent to enter into a 5 year lease agreement.

Commissioner House seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

ITEM 14 – 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 (06.19.17) **(Att. #2)**
- 2) Reimbursement Resolution – FY2017-2018 Vehicle & Equipment Financing **(Att. #3)**
- 3) Dare County Transportation Department – Drug and Alcohol Testing Policy
- 4) 2017 Community Waste Reduction and Recycling Grant
- 5) Tax Collector’s Report

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

ITEM 15 – BOARD APPOINTMENTS

- 1) East Lake Community Center Board

Commissioner Shea motioned to reappoint Ted Hemilright.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

2) Game and Wildlife Commission – 4 Appointments

Commissioner Tobin motioned to appoint Kyle Perry.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

Commissioner Tobin motioned to appoint Missy McPherson.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

Commissioner Tobin motioned to appoint Robert Owens.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

Commissioner Shea motioned to reappoint George Henderson.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

3) Wanchese Community Center Board

Commissioner Shea motioned to reappoint Rosie Davenport, Bill Wilson, Sally DeFosse, Becky Beacham, and Ulysses S. “Lish” Meekins.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

4) Upcoming Board Appointments

The upcoming appointments for August, September, and October were announced.

ITEM 16 – 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 Tobin – gave an update on conditions at Oregon Inlet and the need for caution by mariners. He commented on the recent Cooperative Extension Service meeting. Commissioner Tobin reported that he participated in training for the Nursing Home Community Advisory Board. He also noted that he has been appointed to serve on the North Carolina Industrial Park authority. Commissioner Tobin thanked Nancy White for all that she accomplished during her tenure at the Coastal Studies Institute.

Commissioner Ross – noted that Cathy Davison, on behalf of the Albemarle Commission, will be appearing before the Board in August to present plans for a new headquarters facility in Hertford. He mentioned that he will be attending an upcoming meeting about Senior Memory Care with Gail Sonnesso. Commissioner Ross complimented EMS providers for the positive letters that have been received from patients about the care that they received. He expressed his appreciation for the professionalism of Dare County Planning Director Donna Creef. Commissioner Ross reported on attending his first meeting of the Dare County Library Board.

Commissioner House – congratulated the service pin recipients and the Employee of the Month. He agreed with comments that were about Dare County employees going above and beyond the call of duty on a daily basis as evidenced by the positive letters regarding EMS. He noted that Dare County EMS is receiving favorable recognition from EMS consultants nationwide. Commissioner House expressed regret that there will not be a Pet

of the Week video tonight. He recommended that the Board consider holding a meeting on Hatteras Island in the near future. Commissioner House expressed his condolences on the death of George Spence. He fondly recalled the many ways that Mr. Spence served the community and outlined the acting, television, and film credits he achieved.

Commissioner Shea – thanked the service pin recipients and Employee of the Month for all that they do to make Dare County a great place to live, work, and raise a family. He observed that there appears to be more visitors on the Outer Banks this summer.

Commissioner Couch – commented on the death of Dwight Wheless noting that he had the pleasure of serving with him on several community boards. He also mentioned the death of George Spence. An update was given on the Hatteras to Ocracoke passenger ferry project. Commissioner Couch made a motion on behalf of the Waterways Commission, which was seconded by Commissioner Shea, to have the Board initiate an economic impact study of Hatteras Inlet. After discussing the matter, the motion and its second were withdrawn by their makers, and the Board agreed by consensus to have the County Manager explore costs and possible funding sources and develop a plan to be submitted to the Board of Commissioners for approval.

Chairman Woodard – thanked his fellow Commissioners for their dedication and loyalty. On behalf of Vice Chairman Overman, he presented a request to fund child tele-psychiatry services and asked Public Health Director Sheila Davies to provide details. Ms. Davies outlined information about how the pilot program would operate and projected an annual cost of \$22,000 to \$25,000.

MOTION

Chairman Woodard motioned to approve up to \$25,000 for child tele-psychiatry services. Commissioner House and Commissioner Shea seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

MANAGER’S/ATTORNEY’S BUSINESS

1. Mr. Outten outlined a problem at the recycling center in Rodanthe caused by people dumping non-recyclables and construction debris. He noted that someone shot out the security camera. He reported that effective August 1 the operating hours will be 8:00 a.m. to 5:00 p.m. and described what items are acceptable at the Rodanthe site. He cautioned that if this problem cannot be controlled, it could result in closing the facility.
2. An update was given on conditions at Hatteras Inlet. The Manager reported that the dredge vessel will be out of service later this year and may not be available until spring of 2018. In view of this, he explained the need to move funds under the cost share program in order to secure dredging now for the inlet. He asked the Board to authorize \$110,000 as the County’s portion of the State matching fund for Hatteras Inlet.

MOTION

Commissioner House motioned to approve the expenditure as outlined. Commissioner Shea seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

- 3. The Manager reported that he was recently asked by the Corps of Engineers if Dare County would be willing to contribute funds for addressing navigational access from Cedar Island to Ocracoke. Mr. Outten informed the Board that he told the Corps that funds would not be designated for this out of Dare County purpose. By consensus, the Board agreed with the Manager's response to the Corps.

Chairman Woodard thanked Dorothy Hester and the Public Relations Department for the More Beach to Love campaign. Commissioner Couch thanked staff for supporting meetings on the Buxton beach nourishment project. Mr. Outten said timing and deadline concerns have been expressed to the contractor and they have assured the County that they are looking to meet the deadlines outlined in the contract.

- 4. The Manager asked for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege, and to approve the minutes of the last Closed Session.

MOTION

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

Commissioner Couch seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

At 8:09 p.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 8:44 p.m. and Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes, consulted with the County Attorney, and took no other action.

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

MOTION

Commissioner House and Commissioner Couch motioned to adjourn the meeting.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous (Vice Chairman Overman was not present for voting on this item)

At 8:44 p.m., the Board of Commissioners adjourned until 9:00 a.m., August 7, 2017.

Respectfully submitted,

[SEAL]

By: _____
Gary Lee Gross, Clerk to the Board

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



Southern Albemarle Association, Annual Meeting Invitation List

Description

The Southern Albemarle Association (SAA) is dedicated to the maintenance, enhancement, and advancement of roads, bridges, waterways, and airports in Beaufort, Dare, Hyde, Martin, Tyrrell, and Washington Counties.

The SAA has asked the Board of Commissioners to submit a list of 50 people from Dare County for the SAA to invite to their upcoming annual meeting.

The SAA recommends that the list include elected officials and others that have an interest in our airports, waterways, bridges, ferries, and roadways. The attached invitation list will be submitted to the SAA.

Board Action Requested

Approve Submitting the Invitation List to the Southern Albemarle Association

Item Presenter

Robert Outten, County Manager

Southern Albemarle Association (SAA)

Dare County Invitation List - 2017

50 Dare County names to be invited to the upcoming annual SAA meeting.

The SAA is dedicated to the maintenance, enhancement, and advancement of the roads, bridges, waterways, and airports in Beaufort, Dare, Hyde, Martin, Tyrrell, and Washington Counties.

Board of Commissioners, Elected Officials, and County Staff

1. Robert Woodard, Chairman
2. Wally Overman, Vice-Chairman
3. Jack Shea, Commissioner
4. Steve House, Commissioner
5. Rob Ross, Commissioner
6. Jim Tobin, Commissioner
7. Danny Couch, Commissioner

8. Doug Doughtie, Sheriff
9. Vanzolla McMurrans-Smith, Register of Deeds
10. Dean Tolson, Clerk of Court

11. Robert Outten, County Manager
12. Donna Creef, Planning Director

Dare County Airport Authority

13. David Twiddy, Chairman
14. David Daniels, Director

Dare County Boatbuilders Foundation

15. John Bayliss, President

Dare County Municipalities – Mayors & Managers

16. Town of Duck – Mayor Don Kingston & Manager Chris Layton
17. Town of Kill Devil Hills – Mayor Sheila Davies & Manager Debbie Diaz
18. Town of Kitty Hawk – Mayor Gary Perry & Manager Andy Stewart
19. Town of Nags Head – Mayor Bob Edwards & Manager Cliff Ogburn
20. Town of Manteo – Mayor Jamie Daniels & Manager Kermit Skinner
21. Town of Southern Shores – Mayor Tom Bennett & Manager Peter Rascoe

Dare County Restaurant Association

22. Dan Lewis, President

Dare County Tourism Board

- 23. Susie Walters, Chair
- 24. Lee Nettles, Executive Director

National Park Service

- 25. David Hallac, Superintendent, Outer Banks Group

NCDOT Board Member

- 26. Allen Moran

Dare County Waterways Commission

- 27. David May
- 28. Chuck Earley
- 29. Ernie Foster
- 30. Dan Oden
- 31. Ronald Lowe
- 32. Fletcher Willey
- 33. Steve Coulter

Oregon Inlet Task Force Advisory Committee

- 34. Mikey Daniels
- 35. Harry Schiffman
- 36. Bob Peele

Outer Banks Association of REALTORS

- 37. President, Outer Banks Association of REALTORS
- 38. Christopher Nave, Executive Officer

Outer Banks Chamber of Commerce

- 39. Karen Brown, President & CEO
- 40. Chair, Outer Banks Chamber of Commerce

Outer Banks Homebuilders Association

- 41. President, Outer Banks Homebuilders Association
- 42. Willo Kelly, Government Affairs Director

Outer Banks Hotel/Motel Association

- 43. President, Outer Banks Hotel/Motel Association
- 44. Tonia Cohen, Secretary

Outer Banks Scenic Byways

- 45. Mary Helen Goodloe-Murphy

Additional names of Dare County residents participating in the SAA

46. Moon Tillett
47. Jean Tillett
48. Elaine Vann
49. Merlee Austin
50. Brandi Rheubottom



*LEPC Grant
(Local Emergency Planning Committee)*

Description

This is the renewal of a Tiert II Non-Competitive Grant for \$1,000.00 awarded to Dare County. This grant is to be used by our LEPC for emergency response planning, training and related expenses.

Board Action Requested

Approval

Item Presenter

Drew Pearson, Emergency Management Director



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik Hooks, Secretary

Michael A. Sprayberry, Director

June 28, 2017
NORTH CAROLINA TIER II GRANT

Fiscal Year 2017
Grant #: TIER II-2017

SUB AWARD NOTIFICATION

Name: Bobby Outten
Sub-recipient: DARE County LEPC
Address: 954 Marshall C. Collins Drive
Address: Goldsboro, NC 27954

Period of Performance: 1/1/2017 to 12/31/2017
Project Title(s): LEPC Non- Competitive Grant
Total Amount of Award: \$1000
MOA#: T2-2071-MOA1769

I am pleased to inform you that your county has been awarded a 2017 Tier II Non-Competitive Grant in the amount of \$1000.

These funds are to be used by your county's Local Emergency Planning Committee (LEPC) for hazardous materials emergency response planning, training, and related exercises. Attached is a Memorandum of Agreement (MOA) which must be signed and returned to North Carolina Emergency Management (this can be completed online via DocuSign).

Only one recipient signatory is required, the remaining lines are there for your convenience should your county have internal policies that require multiple signatories.

If you have any questions or need further assistance please contact:

NCEMGrants1@ncdps.gov
North Carolina Emergency Management
Mail: 4105 Reedy Creek Drive, Raleigh, NC 27607
Phone: (919) 825-2332

Callion L. Maddox
Homeland Security Grants Branch Manager

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



MAILING ADDRESS
4105 Reedy Creek Drive
Raleigh NC 27607
www.readync.org
www.ncdps.gov

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



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

NORTH CAROLINA TIER II GRANT

Fiscal Year 2017

Grant Award #: TIER II-2017

MEMORANDUM OF AGREEMENT (MOA)

Between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Sub-Recipient: Dare County LEPC

Tax ID/EIN #: 56-6000292

DUNS#: 188000723

MOA #: T2-2017-MOA1768

DPS Fund Code: 1506-8064-536902

MOA Amount: \$ 1000

MOA Period of Performance: 1/1/2017 to 12/31/2017

- PURPOSE:** This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises. Please see Attachment 1 for a detailed scope of work.
- AUTHORITY:** In accordance with the provisions of North Carolina General Statute §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.
- COMPENSATION:** The Grantor agrees that it will pay the Recipient complete and total compensation for the services to be rendered by the Recipient. Payment to the Recipient for expenditures under this Agreement will be reimbursed after the Recipient's cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses; these documents must be submitted no later than January 31, 2018. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget.
- CONDITIONS:** The funds awarded under this grant must only be used by your county's or region's LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in North Carolina General Statute § 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:

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

9. **PUBLIC RECORD ACCESS:** This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
10. **SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.
11. **ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
12. **OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
13. **COMPLIANCE:** Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.
14. **ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
15. **MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.
16. **TERMINATION:** The terms of this agreement, as modified with the consent of all parties, will remain in effect until December 31, 2017. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Technological Hazards Branch and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable NCEM EPCRA Grant Adjustment Notice.
17. **EXECUTION AND EFFECTIVE DATE:** This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2017. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.
18. **CERTIFICATION OF ELIGIBILITY--Under the Iran Divestment Act**
Pursuant to North Carolina General Statute §147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, North Carolina General Statutes § 147-86.55 et seq.* requires that each

vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

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

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

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2017.

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

**DARE COUNTY LEPC
954 MARSHALL C. COLLINS DR.
MANTEO, NC 27954**

DocuSigned by:
Michael A. Sprayberry

Michael A. Sprayberry, Director
North Carolina Emergency Management

DocuSigned by:
Robert Outten

PADA97ECAE6B4BU...

APPROVED AS TO PROCEDURES

DocuSigned by:
William Polk

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

DocuSigned by:
James Cherokee

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

DocuSigned by:
Erik A. Hooks

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

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2017 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE TIER II GRANT.

Attachment 1

Tier II Grants: Allowable Expenditures

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

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

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

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

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

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

All equipment purchases must have prior approval.

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



ANNUAL SETTLEMENT AND CHARGES TO THE TAX COLLECTOR

Description

The Tax Collector reports to the Governing Board the Settlement for the 2016 taxes, both paid and unpaid. The Tax Collector also reports on the collection processing for the 2016 tax year.

Board Action Requested

Charge the Tax Collector to collect 2017 taxes.

Item Presenter

Becky Huff, Tax Collector

SETTLEMENT FOR 2016 TAX YEAR

To: Dare County Board of Commissioners
 From: Becky Huff, Tax Collector
 Date: August 7, 2017

July 1, 2016 - June 30, 2017

Dare County 2016 Tax Bills	Levy	Collected	Uncollected	%Coll
County (C99,ADV,FTL'S)	\$54,649,280.54	\$54,226,144.77	\$423,135.77	99.23%
Motor Vehicles	\$0.00	\$0.00	\$0.00	0.00%
Towns	Levy	Collected	Uncollected	%Coll
Kill Devil Hills	\$ 7,706,885.11	\$ 7,655,192.34	\$ 51,692.77	99.33%
Beach Nourishment	\$ 521,187.26	\$ 520,336.68	\$ 850.58	99.84%
Kitty Hawk	\$ 3,801,295.52	\$ 3,763,783.06	\$ 37,512.46	99.01%
Beach Nourishment	\$ 501,008.29	\$ 496,494.40	\$ 4,513.89	99.10%
Manteo	\$ 1,997,141.94	\$ 1,978,300.75	\$ 18,841.19	99.06%
Southern Shores	\$ 2,861,412.72	\$ 2,848,775.36	\$ 12,637.36	99.56%
Duck	\$ 3,343,635.44	\$ 3,331,219.55	\$ 12,415.89	99.63%
Beach Nourishment	\$ 980,359.76	\$ 978,989.39	\$ 1,370.37	99.86%
Nags Head	\$ -	\$ -	\$ -	0.00%

The total county real estate and personal property **levy** for **2016** was **\$ 54,649,280.54**. This total includes all real estate, mobile homes, boats, rental personal property, and business personal property. It also includes properties in bankruptcy, properties with unknown owners, and properties in conflict regarding ownership.

The total **collected** by June 30, 2017 was **\$ 54,226,144.77** for a collection rate of 99.23 % on real estate and personal property taxes. All unpaid real estate and personal property taxes for the years 2004 through 2016 that are eligible are being processed for upload to the NC Debt Setoff program.

The total county **motor vehicle levy** was **\$ 0.00**. NC Motor Vehicle taxes are now being levied along with registration fees through the Tax & Tag Program of the NC Dept of Revenue. All 2007 thru 2012 Motor Vehicle delinquent taxes have been uploaded to Debt Setoff for Collection.

It is required each year that the Board, by motion, charge the Tax Collector to begin tax collections on current taxes based on the budgeted valuation of **\$ 12,693,622,959** and the gross county and municipal levies of **\$ 89,017,985.42**. This order will cover the **2017** taxes for Dare County and the towns of Kill Devil Hills, Kitty Hawk, Manteo, Southern Shores, and Duck.

SETTLEMENT OF CURRENT AND PRIOR YEAR TAXES 2016 - 2007

Includes Real Estate and Personal Property for Dare County and all Towns.
 Totals include fire, rescue, sanitation, and community center taxes.
 Totals do not include motor vehicles. MV taxes now collected by NCDOR.

COLLECTION TOTALS FOR THE YEARS 2016 -2007			
YEARS	LEVIES / ADJUSTMENTS	COLLECTED	% COLL
2016	84,049,945.69	83,346,595.80	99.16%
2015	83,105,799.82	82,895,354.19	99.75%
2014	79,480,851.48	79,344,395.27	99.83%
2013	77,856,755.19	77,750,687.38	99.86%
2012	71,827,341.10	71,752,763.48	99.90%
2011	70,415,708.94	70,350,186.66	99.91%
2010	69,810,582.99	69,764,306.73	99.93%
2009	65,216,935.55	65,182,137.59	99.95%
2008	64,564,636.23	64,536,753.23	99.96%
2007	63,090,290.62	63,069,150.82	99.97%
TOTALS	729,418,847.61	727,992,331.15	99.82%

WATER ASSESSMENT COLLECTION
Collected 7/1/2016 - 06/30/2017

Kitty Hawk Woods \$200.00

Roanoke Island Water \$407,044.89

2017 / Year 6 of 10 year payment plan:

<u>Total Levies/Adjustments</u>	<u>Total Collected</u>	<u>Total % Coll</u>
\$4,853,560.00	\$3,082,100.74	63.50%

YEARS	UNCOLLECTED	UNKNOWN	BANKRUPTCY	UNCOLLECTED
				w/o UNKNOWN
				w/o BANKRUPTCY
2016	703,349.89	8,237.13	30,479.11	664,633.65
2015	210,445.63	7,986.06	13,723.55	188,736.02
2014	136,456.21	8,391.39	10,137.02	117,927.80
2013	106,067.81	8,259.68	3,083.23	94,724.90
2012	74,577.62	13,425.16	2,784.94	58,367.52
2011	65,522.28	13,208.69	1,639.75	50,673.84
2010	46,276.26	12,834.98	0.00	33,441.28
2009	34,797.96	12,278.09	0.00	22,519.87
2008	27,883.00	11,652.54	0.00	16,230.46
2007	21,139.80	10,961.07	0.00	10,178.73
TOTALS	1,426,516.46	107,234.79	61,847.60	1,257,434.07

This total reflects the
 ad valorem taxes
 currently collectible.

2016 TAX YEAR COLLECTION PROCESSING	
Second and Final Notice mailed to taxpayers	3517
Paid	1955
Collection methods In Process	1562
Preforclosure letters mailed to taxpayers & lienholders	101
Paid	31
In Process	28
No response	42
Payment Plans for delinquent taxes	53
Attachments & Garnishments	16
Paid	15
Paying	1
In Process	0
Phone Calls	122
New Owner Delinquent Tax Notices	38
Paid	17
In Process	21
Balance Due Letter	32
Paid	25
In Process	7
NSF Legal Letters & Notifications	6
Paid	4
In Process	2
Bankruptcies	7
Proofs of Claims files	7
Paid	3
Paying	2
With Bankruptcy Court	2
Debt Setoff	
Accounts in Debt Setoff	410
Accounts in processing to Debt Setoff	428
Collected thru Debt Setoff	\$393.14
Zacchaeus Legal Services (Foreclosures)	
2016-2017 FY Taxes Collected	\$ 318,873.38
Total Taxes Collected through foreclosure process	\$ 1,046,705.02
Cost to Dare County	\$0.00



Rodanthe Cell Tower Lease

Description

A notice to the public was placed on June 19th in the Coastland Times expressing Dare County's intent to enter into a lease agreement with US Cellular. The property is located at 24297 Atlantic Drive, Rodanthe, NC, 27968. The term is for five (5) years beginning on March 1st, 2019 with an option to renew for an additional five (5) years. The annual payment will be \$30,600.

Board Action Requested

Approve Lease with US Cellular

Item Presenter

Robert Outten - County Manager

Market: North Carolina
Cell Site Number: 556331
Cell Site Name: Rodanthe
Fixed Asset Number:

LICENSE AGREEMENT FOR PLACEMENT
OF RADIO COMMUNICATION EQUIPMENT UPON
DARE COUNTY-OWNED TOWERS

THIS AGREEMENT made and entered into this the ____ day of _____, 2017 by and between the County of Dare, a body politic, (hereinafter referred to as County), and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, with an address of Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 (hereinafter referred to as Licensee).

W I T N E S S E T H :

WHEREAS, County owns the property described as the premises below; and

WHEREAS, Licensee desires to erect, install, maintain and operated the radio communication equipment described in Exhibit B, attached hereto and incorporated herein by reference as if fully set out, upon the tower located on the premises; and

WHEREAS, County has agreed to grant unto Licensee a non-exclusive license to install, maintain and operate radio communication equipment upon the premises pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Premises: The premises shall be the property described in Exhibit A attached hereto together with the communications tower (hereinafter referred to as Tower) located upon such premises together with any road, roadways, or easements to which County has ownership or control for the purpose of allowing Licensee access to the premises for the purposes contained herein and to allow access for such utilities as may be necessary for Licensee to use the premises for the purposes set forth herein.

2. Use: Subject to the terms and conditions hereof, County grants to the Licensee the non-exclusive license to install, maintain and operate the radio communications equipment described in Exhibit B attached hereto (hereinafter referred to as "Equipment") upon the tower located upon the premises described above and to the ancillary structures described in Exhibit C and County grants to the licensee the non-exclusive license to construct, maintain, and operate ancillary structures on the premises. Licensee's use of the premises shall be non-exclusive and shall not interfere with other uses located upon the premises. Licensee further acknowledges and agrees that the primary use of the premises is for a communications tower and Fire and EMS station for County and that in no event shall Licensee's use of the premises interfere with the primary use of the property or for any other purpose for which County may use the premises or the tower located upon the premises, including the installation of communication equipment used on behalf of County, its departments or agencies, or other government agencies, now or in the future.

3. The parties agree that should the County determine, in its sole discretion, that the performance

of this Agreement interferes with the primary function of the premises or with any other uses of the premises or tower for County purposes, or is otherwise inconsistent with the best interests of the County, the County shall notify Licensee and Licensee shall have ninety (90) days to respond to such determination. If the said response is not acceptable for any reason in the sole judgment of the County, County may terminate this Agreement, and Licensee must completely vacate the site by the expiration of one hundred and eighty (180) days from the date of notice of County's determination. However, County may not terminate this Agreement for the purpose of leasing or licensing Licensee's vacated tower space after such termination to a direct competitor of Licensee. Nor shall "best interests of the County" be deemed to include obtaining increased Rent. Licensee shall have no right to any cause of action for County's termination of this Agreement under this provision.

If Licensee determines, in its sole judgment, that the operation of the tower by County, or the use of the tower or the premises for County purposes is creating interference with Licensee's use and operation of the facilities at the site, Licensee may terminate this agreement by giving County ninety (90) days written notice. Upon giving of such notice, Licensee shall have ninety (90) days in which to remove all of its equipment and facilities from the premises.

4. Any ancillary ground structures are the responsibility of the Licensee and shall be described in Exhibit C. The exact location of such improvements shall be approved in advance by County and no construction shall begin until such approval has been given. Licensee agrees that any such structure will be built to accommodate one (1) licensee.

5. Access to Premises: During the term of this Agreement, Licensee shall be granted access to the premises for the purpose of construction, operation, repair, and maintenance of the equipment installed pursuant to the terms of this Agreement. This access will be twenty-four (24) hours a day, seven (7) days a week through an access gate designated by County. Should Licensee require a different gate for any reasonable purpose, Licensee will be allowed to use an alternate entrance only if authorized by the County..

6. The initial term of this Agreement shall be for a period of five (5) years commencing upon March 1, 2019 and terminating on the fifth (5th) anniversary from such date. Thereafter, the term of this Agreement shall automatically be renewed for one (1) additional five-year term, unless Licensee shall, within sixty (60) days from the expiration of the given term, provide written notice to County that it does not desire to renew this Agreement.

7. Rent: Licensee shall pay County, as rent: The sum of \$2,550.00 per month.

Commencing on March 1, 2019, such rent shall be payable on or before the fifth (5th) day of each calendar month in advance to County at the address specified below. If this Agreement commences on a day other than the first day of a month, the rental payment shall be pro-rated for that month according to the number of days from the commencement date to the end of that month and shall be payable on the commencement date. The initial rent payment will be forwarded by Licensee to County within forty-five (45) days after the commencement date.

8. In the event that this Agreement is terminated on a date other than the last day of a month, the rent shall be pro-rated as of the date of termination and in the event of termination for any reason other than non-payment of rent any prepaid rents shall be refunded to Licensee.

9. Beginning March 1, 2020, the annual rent increase shall be equal to the rent paid for the previous year increased by three percent (3%). Unless otherwise provided for herein, all other terms and conditions of this Agreement shall remain the same and shall be binding for each renewal term unless

modified by written agreement of both parties.

10. Interference: In the event that the operations of Licensee under this Agreement interfere with the transmitting or receiving of radio, television, telephone, or other electronic signals or devices existing on the site prior to the date of this Agreement, or which are owned by County or its agents and installed by them at any time, Licensee shall, at its own expense after written notice from County, correct such interference. In the event that such interference is not corrected, within ninety (90) days, County shall have the right to terminate as provided in paragraph 3 above. This provision shall not apply to brief and reasonable test periods where the sources of the interference are being determined for purposes of suppression. In the event that any device installed on the site after the date hereof by another Licensee and not on behalf of County, shall interfere with Licensee's transmission or reception, County shall cause such interference to be eliminated as soon as reasonably possible at no cost to Licensee. In the event that such interference does not cease within a reasonable period, the parties acknowledge that in addition to any other rights Licensee may have at law or equity, Licensee shall have the right to terminate this Agreement.

11. Operation of Equipment: Licensee shall operate its equipment during the term hereof in compliance with all present and future rules and regulations imposed by any local, State or Federal authority having jurisdiction with respect thereto, including, without limitation, rules and regulations of the Federal Communications Commission (hereinafter referred to as the FCC) and the Federal Aviation Administration (hereinafter referred to as the FAA) prior to installation of its equipment or making any modifications or changes to its equipment, if any, Licensee shall comply with the following:

I. Licensee shall submit all plans to County for approval;

II. Prior to commencement of any work, Licensee shall obtain County's written approval and the required approvals of all Federal, State and local agencies. Licensee shall promptly deliver to County, written proof of its compliance with all applicable Federal, State and local laws, rules and regulations in connection with any installation, changes or modifications of equipment;

III. All the installations, modifications or changes to Licensee's equipment shall conform with County's design specifications and requirements, including weight and wind load requirements. Licensee will pay for a Structural Analysis by a qualified service provider for the initial equipment installation and for subsequent modifications or changes at the county's discretion.

IV. All of Licensee's equipment shall be clearly marked to show Licensee's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All cabling shall be identified in the same manner at the bottom and top of each transmission line. All cabling shall be installed in location and tower face approved by County.

12. In all matters where County's approval is required and County should determine in its reasonable discretion that a possibility or a threat of interference or other disruption of the business of County or other existing Licensees exists, County shall have the absolute right to withhold consent.

13. Licensee shall at its sole cost and expense obtain its own electrical power supply and other required utilities directly from the appropriate public utility company. Licensee hereby agrees that all power lines and utility lines installed by Licensee shall be located as directed by County. All necessary easements are the sole responsibility of the Licensee.

14. In the event that a zoning variance, special use permit or some other governmental approval is required in connection with the installation of or any proposed modification to Licensee's equipment,

Licensee shall be solely responsible for obtaining the appropriate approval.

15. Maintenance of Tower Facilities:

A. County agrees to maintain the tower in a safe and proper working condition in accordance with all applicable rules and regulations of the FAA. All costs incurred in connection with lighting, painting, repairing, and maintaining the tower shall be the responsibility of County. County will provide Licensee with no less than thirty (30) days written notice prior to any non-emergency painting, repair or other maintenance with respect to the tower. During any painting, repair or other maintenance to the tower or during any other time in which Licensee is unable to operate its antenna facilities upon the premises, Licensee shall have the right to install a temporary tower "cell on wheels" (hereinafter referred to as COW) on the property, so long as such COW does not interfere with other uses of the premises. County agrees to inspect and monitor any required tower lights and automatic alarm systems that are required at such times that are necessary to insure proper operation in accordance with any regulatory requirements. In the event any top steady burning light or any flashing construction light, required to be upon the tower, ceases to function properly, County shall notify Licensee and the nearest FAA flight service station and when such light is repaired, County shall notify Licensee and the FAA flight service station. Notwithstanding the foregoing, County shall have no responsibility for any lighting which is required as a result of the installation of equipment installed by Licensee. The responsibility for maintaining lighting upon Licensee's equipment or which is required to be installed as a result of the installation of Licensee's equipment shall be the responsibility of Licensee and Licensee agrees to indemnify and hold harmless County from same and from any liability resulting from its failure to so maintain such lighting.

B. All trade fixtures and equipment installed by Licensee, if any, for its purposes, whether or not attached to the premises shall be the property of Licensee and will be removable at any time during the term of this Agreement or at the expiration or termination hereof. County shall have no right or claim to any insurance proceeds payable on account of any damage or destruction to any of the property of Licensee.

C. Any easements or rights granted to Licensee, unless otherwise provided herein, shall continue for a period of ninety (90) days after the expiration or termination of this Agreement in order to provide Licensee with sufficient time to remove its property and equipment from County's property.

16. Damage or Destruction to Site: In the event the site or any part thereof is damaged or destroyed by the elements or any cause, County may elect to repair, rebuild or restore the site or any part thereof, to the same condition that it was immediately prior to such casualty. In such event, the rental payments required herein shall cease as of the date of such casualty until the site, in Licensee's opinion, is restored to a usable condition for Licensee's operation. County shall also have the right to elect not to repair the site and upon such election, County shall send to Licensee, a notice of cancellation of this agreement within thirty (30) days of such casualty. In the event that County fails to give Licensee notice of its intention to repair the site within such thirty (30) day period or in the event that County has failed to repair the site within one hundred eighty (180) days after the day of the casualty, Licensee may terminate this Agreement by giving written notice thereof to County within five (5) days of such thirty (30) day or one hundred eighty (180) day period, as the case may be. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. County shall not be responsible or liable to Licensee for any loss, damage or expense it may be occasioned by, through or in connection with any acts, omissions or other Licensees occupying the site or for any structural failure or power failure by the destruction or damage to the site.

17. Removal of Antenna Facilities Upon Termination: Following any termination or expiration

of this Agreement, Licensee shall remove all of its antenna facilities and ancillary structures. In performing such removal, Licensee shall restore the premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the antenna facilities upon the premises, ordinary wear and tear accepted. If Licensee fails to remove such antenna facilities and ancillary structures within ninety (90) days after the expiration or termination of this Agreement, a \$100.00 per day penalty shall be imposed and County may remove and dispose of the antenna facilities and ancillary structures. In the event County is required to remove and dispose such antenna facilities and ancillary structures, Licensee shall reimburse County for the reasonable costs and expenses for such removal and restoration of the premises and such expenses shall be in addition to the \$100.00 per day penalty set forth above. In addition thereto, in such event, County shall deem the antenna facilities abandoned and such antenna facilities and ancillary structures shall become the property of County.

18. Termination: In addition to any other provision of this Agreement which provides for termination, this Agreement may be terminated, without penalty or liability, as follows:

A. By County in the event of a failure or refusal of Licensee to pay rent or other payment within ten business (10) days after written notice that such payment is due and has been mailed by County to Licensee;

B. By either party upon the non-monetary default of any covenant, term or condition of this Agreement which is not cured within sixty (60) days of receipt of written notice of default, without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement;

C. By Licensee upon thirty (30) days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of the antenna facility or Licensee's business;

D. By Licensee upon ninety (90) days written notice that the premises are or become unacceptable under Licensee's design or engineering specifications for its use of the antenna facilities;

E. Upon termination of this Agreement by County pursuant to this paragraph or pursuant to any other provision of this Agreement, such termination shall end all of County's responsibilities and liabilities to Licensee and County's sole liability to Licensee for such termination shall be the return of any prepaid rental payments.

19. Default: In the event of Licensee's default hereunder, such default being a breach of any of the terms and conditions contained herein; abandonment of either the equipment or that portion of the site upon which the equipment is installed; the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an Order for relief entered with respect to Licensee, or seeking reorganization, arrangement, adjustment, lining up, liquidation, dissolution, composition or other relief with respect to Licensee or its debts; or the making by Licensee of any assignment or any other arrangement for the general benefit of creditors under any State Statute, upon such default, County shall be entitled at its option, to terminate this Agreement and remove Licensee's equipment, improvements and personal properties located at the site at Licensee's cost and expense, and shall be entitled to recover from Licensee all rents due for the remainder of the term of this agreement. In the event that County should, as a result of Licensee's default, incur any costs or expenses on behalf of Licensee or incur or in connection with Licensee's obligations hereunder, such sums shall be immediately due to County as an additional fee hereunder, such costs and expenses to include any reasonable attorney's fees associated

with the enforcement of the terms and conditions contained herein.

20. Taxes: Licensee shall pay any portion of personal property attributable to the antenna facilities during the term of this Agreement. Licensee shall not be responsible for any taxes attributable to any period prior the commencement date. Licensee shall also pay any increase in real estate taxes levied against the premises which is directly attributable to Licensee's use of the premises. County agrees to furnish proof of such increase to Licensee in a form reasonably satisfactory to Licensee.

21. Insurance:

A. Licensee shall provide comprehensive general liability insurance in an aggregate amount of \$3,000,000.00, such policy to include coverage for bodily injury, including death, arising from any one occurrence and such insurance shall name County as an additional insured on the policy. Licensee may satisfy this requirement by obtaining an appropriate endorsement to any umbrella policy or liability insurance that Licensee may maintain.

B. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risk numerated in a standard "all risk" insurance policy, and, in the event of such insured loss, neither parties' insurance company shall have a subrogated claim against the other.

22. Hold Harmless: Licensee shall be liable to County for any damage to the tower or to any equipment located on the tower arising out of or in connection with Licensee's use or occupancy of the tower and premises.

23. Notices: All notices, demands or other communications hereunder shall be in writing and shall deemed given if personally delivered or mailed, certified mail, return receipt requested or by overnight carrier to the following addresses:

If to County: County Manager, County of Dare, P. O. Box 1000, Manteo, NC 27954;

If to Licensee:

USCOC of Greater North Carolina, LLC
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

24. Title and Quiet Enjoyment: County wants and has the full right, power and authority to execute this Agreement and has good and other unencumbered fee simple title to the premises free of any liens or mortgages and subject only to the rights of others who are currently using the premises for communication equipment. County further warrants that the premises may be leased without the need for any subdivision or plotting approval. In the event a change in the zoning of the premises or other governmental regulation prevents or limits Licensee from using the premises for its intended purposes, Licensee shall have the right to terminate this Agreement upon written notice to County.

25. Title Insurance. Licensee has the right to obtain a title report or commitment from a leasehold title policy from a title insurance company of its choice. If, in the opinion of Licensee, such

title report shows any defects of title or any liens or encumbrances which may adversely affect Licensee's use of the premises or Licensee's ability to obtain leasehold financing, Licensee shall have the right to terminate this Agreement upon written notice to County.

26. Surveys. Licensee shall have the right to have the premises surveyed and in the event that any defects are shown by the survey, which in the opinion of Licensee may adversely affect Licensee's use of the premises or ability to obtain leasehold financing, Licensee shall have the right to terminate this Agreement upon written notice to County.

27. Environmental Audit. Licensee shall have the right to have any environmental audit performed and in the event that conditions exist which, in the opinion of Licensee, may adversely affect Licensee's use of the premises or ability to obtain leasehold financing, Licensee shall have the right to terminate this Agreement upon written notice to County.

28. Assignment: Licensee may assign this Agreement or sublet the premises, or a portion of the premises, its communication facilities or any improvements it has made to the premises upon written notice to County. Any such sub-lease that is entered into by Licensee shall be subject to the provisions of this Agreement and shall not release Licensee from its obligations hereunder. Licensee may, upon notice to County, mortgage or grant a security interest in this Agreement and the antenna facilities and may assign this Agreement and the antenna facilities to any such mortgagee or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"). In such event, County shall execute such consent to leasehold financing as may be reasonably required by Mortgagee so long as such consent does not result in any liens or encumbrances upon County's property or otherwise impair County's use of its property or subject its property to the obligations of Licensee.

29. Successors and Assigns. This Agreement shall run with the premises described in Exhibit A and shall be binding upon and inure to the benefit of the parties, their respective successors or personal represents and assigns.

30. Waiver of Liens. County hereby waives any and all lien rights it may have, statutory or otherwise, concerning the antenna facilities or any portion thereof, which shall be deemed personal property for the purpose of this Agreement, regardless of whether or not the same is deemed real or personal property under applicable laws, and County gives Licensee the right to remove all or any portions of same from time to time in Licensee's sole discretion and without County's consent.

31. Mechanic's Liens: Licensee shall not suffer or permit any mechanic's, laborers or materialman's liens to be filed against the premises including the tower or any part thereof by reason of work, labor, services or materials requested and supplies claimed to have been requested by Licensee; and if such lien shall be at any time so filed, within sixty (60) days after notice of the filing thereof, Licensee shall cause such lien to be canceled and discharged of record.

32. Entire Agreement: All of the representations and obligations of the parties are contained herein. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement must be made in writing and executed by both parties.

33. Governing Law: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina and that any actions to enforce this Agreement shall be commenced in the general Court of Justice in Dare County, North Carolina.

34. Severability: If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

35. Further Assurances: Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and interest as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in any manner contemplated hereby.

36. Non-Recourse: The Parties' liability hereunder shall be limited to any insurance coverage that it may have.

37. Miscellaneous:

A. County, upon request, shall supply Licensee with the most recent architectural and engineering plans and drawings, if available, detailing all relevant portions of the premises. Such plans, if available, will include existing wireless communication carriers and their frequencies where applicable, if such information is available to County.

B. The parties agree that the premises, including the access, cable run, grounding and utility easements shall be shown on construction drawings prepared by a licensed engineer at Licensee's expense. Such construction drawings shall then replace Exhibit A and upon approval by County, become a part hereof and shall control the description of the premises.

C. Upon execution of this agreement and the installation operation of the equipment described herein, any temporary towers or COWs in use by licensee shall be removed from the premises.

D. Upon the execution of this agreement and upon the equipment described herein becoming operational, any other agreements between County and Licensee shall be terminated.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

COUNTY OF DARE

By: _____
Robert L. Outten
County Manager

LICENSEE:

USCOC of Greater North Carolina, LLC, a
Delaware limited liability company

By: _____

Print Name: _____

Its: _____

Date: _____

By: _____

EXHIBIT A – Legal Description of Property

The land referred to herein below is situated in the County of Dare, City of Rodanthe, State of North Carolina, and is described as follows:

All that certain tract or parcel of land located and being near Rodanthe in Kinnakeet Township, Dare County, North Carolina, adjoining the lands known as Chicamacomico Beach, Cape Hatteras Electric Membership Corporation and others and bounded as follows:

Beginning at a concrete post or other marker located and being on the North boundary of the lands of Oceanside Development Corporation, the same being the South boundary of the lands known as Chicamacomico Beach as shown on a map or plat recorded in Map Book 2, Page 213, Dare County Registry, the said beginning point being located on a course of South 82 deg. 45 min. East 150 feet of a concrete post or other marker located on the East margin of the right of way of North Carolina State Highway No. 12 leading through the Village of Rodanthe at the intersection thereof with the Chicamacomico Beach South boundary the same also being the North boundary of the lands of Oceanside Development Corporation; thence from the beginning point and along the Chicamacomico Beach South boundary South 82 deg. 45 min. East 222.70 feet to concrete post or other marker located and being on the West side of a canal, the same also being the West boundary of Lot No. 75 in Trade Winds Beaches Subdivision, map or plat thereof recorded in Map Book 3, Page 15, Dare County Registry; thence cornering and along the West boundary of Lots No. 75, 76 and 77 in the aforesaid Subdivision South 12 deg. 38 min. 59 sec. West 297.88 feet to concrete post or other marker located in and being on the North margin of the right of way of Avalon Drive in the said Trade Winds Beaches Subdivision; thence along the North margin of the right of way of Avalon Drive in a Generally Westerly direction along a curve having a radius of 434.40 feet and a delta angle of 5 deg. 35 min. 29 sec. with a distance of 42.39 feet to a concrete post or other marker; thence continuing North 82 deg. 56 min. 30 sec. West along Avalon Drive 151.35 feet to a concrete post or other marker located and being at the intersection of the East boundary of the lands now or formerly owned by T. S. Midgett with the North margin of the right of way of the aforesaid Avalon Drive; thence along the Midgett property East boundary North 7 deg. 3 min. 30 sec. East 295.14 feet to the point of beginning, containing 1.58 acres more or less, the same being a portion of those lands conveyed to Oceanside Development Corporation by Trade Winds Beaches, Inc. by deed dated June 9, 1975 and recorded in Book 223, Page 466, Dare County Registry.

And

Beginning at a point on the South side of N. C. State Road #1247 at the Northwest corner of the lot heretofore conveyed by Grantors to Cape Hatteras Electric Membership Corporation; thence South 7° 45' West along the line of the Cape Hatteras EMC 133.54 feet to the land of Trae Wind Beaches; thence North 82° 45' West 54.3 feet to a concrete marker; thence North 7° 45' East 134.04 feet to an iron pipe on the South Side of N. C. State Road #1247; thence along the edge of said road South 82° 13' East 54.3 feet to a concrete marker, the point of beginning. The foregoing description is taken from plat of Kermit R. Sinclair, R. S., dated April 30, 1970.

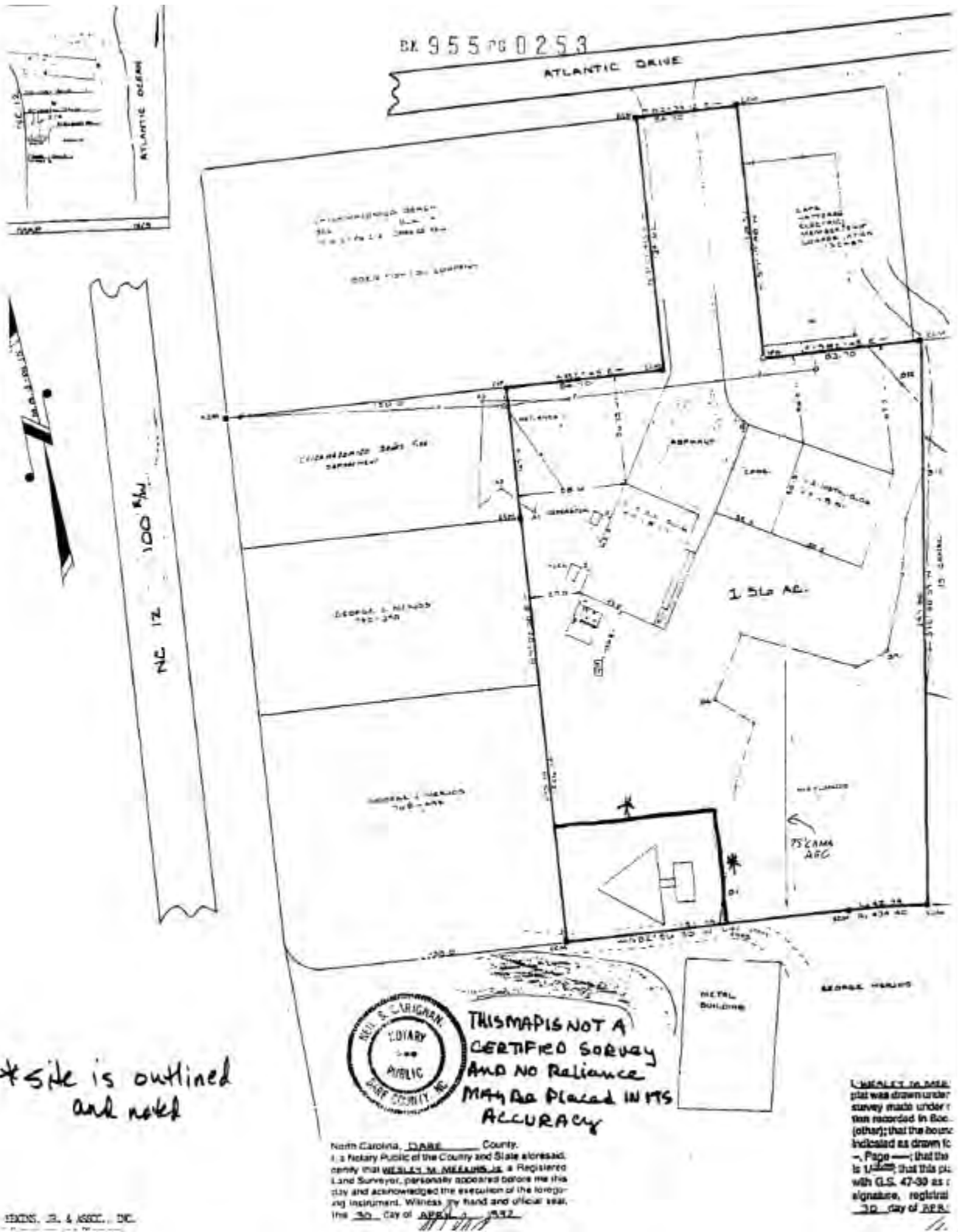
Parcel Id # 014215082

This being the same property conveyed to Chicamacomico Banks Fire Department, a North Carolina non-profit corporation from Oceanside Development Corporation, a North Carolina Corporation in a deed dated June 1, 1977 and recorded October 4, 1977 in Book 251 Page 769. This also being the same property conveyed to Chicamacomico Banks Fire Department, a North Carolina non-profit corporation from Rodanthe and Waves Fire Department and Chicamacomico Enterprises Inc., dated March 4, 1977 and recorded on October 24, 1978 as Book# 269 Page# 738.

EXHIBIT B-RF Site Build Specifications

(See Attached)

EXHIBIT C-Site Sketch



*Site is outlined and noted



THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE MAY BE PLACED IN ITS ACCURACY

North Carolina, DARE County.
 I, a Notary Public of the County and State aforesaid, certify that WESLEY M. MEANS, JR., a Registered Land Surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, the 30 day of APRIL, 1952

WESLEY M. MEANS, JR. was drawn under survey made under r... (other); that the house indicated as drawn is... Page... that the is... that this is... with G.S. 47-30 as... signature, registrar... day of 1952.

MEANS, JR. & ASSOC., INC.



Renewal of SPCA Contract

Description

The contract for management of the Dare County Animal Shelter and the County's Animal Care and Control Program is due for renewal.

Attached is a one year renewal agreement with the same terms between the County of Dare and the Outer Banks Society for the Prevention of Cruelty to Animals, Inc. (SPCA).

Board Action Requested

Approve the contract and authorize the County Manager to sign the agreement.

Item Presenter

Robert Outten, County Manager

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

Dare County Finance Officer

CONTRACT

THIS CONTRACT made and entered into in duplicate originals this 1st day of July, 2017 by and between the COUNTY OF DARE, NORTH CAROLINA, a body corporate and politic, hereinafter designated as "County", and the OUTER BANKS SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC., a non-profit corporation, hereinafter designated as "Society":

WITNESSETH:

WHEREAS, the County, pursuant to Title 9: Section 91. of the County's Code of Ordinances, has established an open admission shelter for animals, and an animal care and control program; has adopted ordinances permitting the privatization of the animal shelter operation, prohibiting certain acts by animals, providing for the licensing of dogs and the inoculation against rabies, and making other provisions to promote the health, welfare, and safety of humans and animals; and

WHEREAS, the Society, has as its goal the promotion of humane treatment of animals; the prevention of animal cruelty and suffering; and

WHEREAS, the County, deems it advisable and for the best interest of the County to turn over and delegate to the Society the management and control of the County Animal Shelter and the enforcement of the above mentioned ordinances; and

WHEREAS, for purposes of this Contract, Society is an independent contractor and is not an agent, agency or employee of County; and

WHEREAS, the County is the owner of the Animal Shelter building and any permanent structural additions at the shelter site, and of personal property identified in Exhibit "A", and the Society is the owner of personal property identified in Exhibit "B", both of which are attached hereto and made a part of this Contract, said property now located at the Animal Shelter on Driftwood Drive, Manteo, North Carolina; and

NOW, THEREFORE, in consideration of these premises it is mutually agreed between the parties hereto as follows:

1. RECITATION AND DELEGATION OF AUTHORITY – SOCIETY RESPONSIBILITIES

The Society is hereby assigned, authorized, delegated, and empowered: to take over the management and control of the Dare County Animal Shelter and Animal Care and Control Program; to issue dog licenses; to impound all animals coming into its control and custody as a result of violations of Section 91. Of the Code of Ordinances; to place or humanely dispose of such animals as come into its control;

and to manage and enforce the State and County animal regulations and rabies control programs, pursuant to all ordinances now in effect or which may hereinafter be adopted.

In the furtherance of these obligations, the Society shall:

FIRST, *Manage and Operate Animal Shelter and Animal Care and Control Program*

1. The Society shall take physical possession and control of the County Animal Shelter located at 1031 Driftwood Drive, Manteo, together with all equipment, appliances, furniture and machinery appurtenant thereto.
2. The Society will undertake its responsibilities with due diligence and in the service of public interest and welfare of the residents of the County of Dare; provided that in the event of natural disaster or a like cause, services may be temporarily suspended pending replacement of personnel, repair or reconstruction.
3. The Society will provide adequate personnel to operate the Animal Shelter and Animal Control Program. Society shall maintain the entire shelter premises and equipment in a clean, sanitary manner. This responsibility includes cleaning all floors, discarding of trash and animal waste, and dusting furniture and equipment.
4. The Society will keep the shelter premises free from hazards that may result in injury to the Staff, the public and the animals; Society will make a written report of all accidents related to the operation of the shelter for which a claim for damages may arise, which report shall be delivered to the County Manager; and it will report to the County Manager when County property located at the Shelter has been damaged or is in need of repair or replacement.
5. The Society will provide: proper food, water, shelter, routine health care and veterinary care, as may be required to provide humane treatment and prevent animal suffering, and record keeping pursuant to the provisions of the Animal Welfare Act, Article 3, North Carolina General Statutes, for all animals while they are in the Society's possession and until placed or otherwise humanely disposed of by the Society.
6. The Society will attempt to return stray animals to their owners, and adopt out, keep, place or humanely dispose of all animals not redeemed, pursuant to Title 9: Section 91. of the Dare county Code of Ordinances, and by Lost and Found, Adoption and Euthanasia policies established by the Society, which are attached to and made a part of this contract.
7. The Society will, at a minimum, maintain regular office hours at the animal shelter Monday through Friday from 8:30 a.m. to 5:00 p.m., and during the months of April through October Wednesday evenings until 7:00 p.m. and Saturday from 11:00 a.m. to 2:00 p.m. for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or redemption of impounded animals. Adoption viewing hours, or the time the public will be given access to the animal kennel areas will begin at 11:00 a.m. each normal business day. This will provide for the required daily sanitation procedure of the animal enclosures and facilities, without subjecting the public to safety hazards. The Society will not be required to but reserves the right to operate normal business hours or adoption viewing hours on holidays. The Society will provide personnel on holidays to care for the animals at the Shelter, and to be available through the Society's answering service for response to emergencies.

8. The Society shall receive telephone calls at the Shelter during the Society's normal business hours for the purpose of taking complaints or requests for assistance from citizens within Dare County, and will dispatch these requests for necessary action.
9. The Society will appoint competent and qualified agents, who shall be responsible to the elected officers of the Society, and for the carrying out of the responsibilities under this contract.
10. The Society shall pay all operational expenses of the Shelter in a timely fashion.
11. The Society will initiate and monitor volunteer programs as volunteers are available.
12. The Society shall inform the public of the policy and procedure for resolving any concerns or dissatisfaction with the operation of the County Animal Shelter and the Animal Care and Control Program.

SECOND, Enforce State and County Animal Regulations

1. The Society will, through duly appointed and legally qualified agents and officers, diligently enforce all State and County animal regulations, laws, and ordinances specifically Dare County General Regulation, Chapter 91 and NC General Statutes Chapter 130A: Rabies. The Society shall have the authority to enforce ordinances of incorporated Towns where a separate contract for services exist.
2. The Society will cooperate with the Health Department by the following procedures in regards to animal control, health, and welfare within the confines of Dare County. The **Dare County Department of Public Health** will direct all activities within their legal jurisdiction in accordance with Dare County General Regulation, Chapter 91 and NC General Statutes Chapter 130A: Rabies. The Society will:
 - a. Organize or assist to organize at least one countywide rabies vaccination clinic per year for the purpose of vaccinating dogs and cats. Public notice of the time and place of rabies vaccination clinics shall be published in a newspaper having general circulation within the area in accordance with NC General Statutes **130A-187**.
 - b. Will act as animal control officer and report findings of any investigations to the Health Director in regards to animal health and welfare that may affect the health of the general public.
 - c. Will investigate all reports of potentially dangerous animals within the areas of Dare County in which Society has jurisdiction under the terms of this agreement.
 - d. Will report all findings of the investigations in which probable cause exists to believe that the animal is potentially dangerous to the Health Director.
 - e. Will immediately quarantine all animals that have bitten anyone, displays signs or symptoms of rabies, or has been bitten by a known rabid animal in accordance with Dare County General Regulation, Chapter 91, 91.066 (A), (B), (C) and 91.070. Confinement shall be for 10 days in a Place designated by the local health director in accordance with NC General Statutes **130A-196**. All reports of bites or potential rabies exposure will be forwarded to the Communicable Disease At the DCDPH by the next working day.

- f. Will enforce mandatory examination and investigation of all dangerous animal reports in accordance with Dare County General Regulation, Chapter 91, 91.067.
- g. Will enforce quarantine, destruction, or confinement of animals bitten by a known rabid animal in accordance with Dare County General Regulation, Chapter 91, 91.070 and NC General Statutes **130A-197**.
- h. Will enforce the surrender of the carcasses of dead animals exposed to rabies and submit the head of the animal for testing to the State Laboratory for testing Dare County General Regulation, Chapter 91, 91.073.
- i. Will enforce the laws of the state with regard to vaccinations and confinement or leashing of animals in cooperation with the Health Director in accordance with Dare County General Regulation, Chapter 91, 91.085 (B,2) and NC General Statute **130A-200**. This may include canvassing the county to determine if there are any dogs or cats not wearing the required rabies vaccination tag. If an animal is not wearing an owner identification tag and the Animal Control Officer does not otherwise know who the owner is or the vaccination status, the Animal Control Officer will impound the animal in accordance with NC General Statute **130A-192**.
- j. Will enforce emergency area wide quarantine under the direction of the Health Director Dare County General Regulation, Chapter 91, 91.069 and NC General Statute **130A-201**.

3. The Society will investigate all reports of violations of State and County ordinances relating to animal care and control and regulation and, when warranted by the facts, shall cause to be prosecuted all persons charged with violation of said ordinances with the assistance of the County Attorney as required.

4. The Society will provide personnel during regular business hours to respond and investigate complaints from citizens within Dare County regarding stray or public nuisance animals, threatening animals, sick or injured animals, and animal cruelty or neglect.

5. The Society will provide personnel to respond after normal business hours to emergency situations only, which are relayed by the Society's answering service to Society personnel. **Response to After Hours Service shall be limited to** calls from citizens within Dare County reporting: a.) an animal bite that inflicted a bleeding wound; b.) a seriously sick or injured stray animal (domestic or wild); c.) reports of animal cruelty or neglect indicating immediate harm may be inflicted upon the animal; d.) mutual aid requests from law enforcement agencies on the scene of an animal creating an immediate public health or safety threat (vicious stray animal at large); e.) mutual aid request from law enforcement agencies who have in possession an animal that needs to be sheltered; f.) wild animals inside living quarters of a dwelling;

THIRD, Issue Licenses, Collect Fees, and Keep Records

1. The Society will diligently issue and process applications for dog licenses for all dogs owned or harbored by residents of Dare County.

2. The Society shall retain all monies collected as a result of fees established by the County for licenses, board and impoundment. This revenue shall be used to supplement the fiscal year allotment provided by the County to operate the Animal Shelter and Animal Care and Control Program. Revenues collected for these fees and retained by the Society will be reported monthly to the County Manager.

3. The Society shall keep full and accurate records of all persons to whom dog licenses have been issued. It shall maintain a record of all animals taken into custody and impounded, showing the date, place, and manner whereby animals were brought into custody with a description of the animal and a record of its final disposition.

4. The Society shall retain all monies collected as a result of the adoption of animals, spaying and neutering fees, voluntary cat registration fees, donations, and the proceeds of Society goods sold, such as retail animal care and promotional items.

5. The Society agrees to maintain records with respect to its responsibilities hereunder and to have them available for inspection by the County during the Society's normal business hours.

6. The Society agrees to file with the County Manager's office a monthly report or reports showing all activities of the Shelter regarding the acquisition and disposition of all animals. The Society and the County Manager shall agree upon details and information to be included in these reports. The Society agrees to file with the County Manager a quarterly financial report of expenditures, and the Society's annual IRS Form 990.

FOURTH, *Rescue of Animals*

1. The Society shall, in addition to the other duties outlined herein, be subject to call at any time of the day or night to rescue any stray seriously sick or injured animal, and shall be responsible for providing humane treatment for same.

2. In situations beyond the expertise of Society personnel, such as certain nuisance wildlife matters, marine mammals, exotic or endangered species, predicaments or species that require special technique or equipment handling, Society will refer citizens to the appropriate authority (i.e. pest control companies; licensed wildlife rehabilitators; State or Federal Fish and Wildlife Department; NC Aquarium; Veterinarians; or other County agencies) to resolve the situation.

FIFTH, *Public Outreach and Humane Education*

The Society will initiate and maintain a program of education and community outreach designed to promote the proper care and treatment of animals and to stimulate public support for such treatment and for the enforcement of State and County regulations relating to animal control.

SIXTH, *Liability and Insurance*

1. The Society will indemnify and save harmless the county from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the Society, its agents or employees in connection with the operation of the County Animal Shelter, or in the performance of related duties.

2. The Society shall be solely responsible for any injury suffered by an animal, or for any injury suffered by the general public as the result of an animal attack, if said injury was suffered while the animal was in custody of the Society; or for negligence, willful or wanton conduct of one or more of its employees or agents, or Society's failure to maintain the Shelter as required herein.

3. In acceptance of this responsibility, Society shall procure and maintain during the term of this contract, a comprehensive general liability insurance policy that shall protect the Society from claims for damages for personal injury, in the operation of the Shelter, as well as from services rendered under this agreement, whether such services be by Society, by any subcontractor, or by anyone employed directly or indirectly by either of them, or any of Society's officers, volunteers or agents. The policy shall have a minimum coverage amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS. Society shall designate Dare County as an additional named insured in the policy. Society shall request that the cancellation clause contain a 30-day written notice to County of cancellation of the policy. Society shall provide county with a copy of the policy.

4. The Society shall procure and maintain during the term of this agreement Workers' Compensation Insurance as prescribed by the laws of the State of North Carolina.

II. COUNTY RESPONSIBILITIES

In exchange for services outlined herein and in compliance with the terms and conditions of this contract, the County will diligently support the Society in the carrying out of its duties and responsibilities in operating the Animal Shelter and Animal Care and Control program for the County, and cooperate in promoting animal health, safety and control, and shall:

FIRST, Provide Compensation

1. The County hereby agrees to pay Society for the carrying out of its obligations and responsibilities herein during the term of this Contract the amount authorized in the County's budget. Appropriation will be payable in four (4) quarterly increments due the first day of each quarter of the County's operating fiscal year. Society shall prepare an annual budget and submit its annual budget to the County by February 27. The Society's annual budget shall show proposed cash outlays for all operating expenses, capital improvements and expenditures.

2. The County will supply to the Society, County of Dare money receipt forms as shall be required by the Society in the carrying out of its responsibility to collect all license, board, and impoundment fees established by the County.

3. Society may adjust its cost for providing services under this Contract based upon unusual and unanticipated increases in the cost of doing business. Unusual and unanticipated increases in the cost of doing business includes, but is not limited to, increased costs for fuel, utilities, legal fees associated with Society's enforcement of animal regulations, laws and ordinances, increased cost for acquisition of insurance or other direct cost outside Society's control. Any such request for adjustment shall be supported by full documentation establishing the increase in operating costs and reasons for the increased operating costs. Upon receipt of a request for adjustment from the Society, the County shall consider the request and if approved by the Board of Commissioners they will increase the Society's funding accordingly. In the event the Board of Commissioners does not approve the request for

adjustment, Society and County shall meet to negotiate a resolution for the request for adjustment and funding or a service level that resolves the issue.

SECOND, *Deputize Society Agents*

The County or its properly authorized representative, to the extent that is authorized, may issue special commissions and other legal authority to properly deputize and invest with authority the qualified agents of the Society. Such authority shall be limited to the enforcement of the ordinances, rules and regulations pertaining to the State and County animal regulation and rabies control program.

THIRD, *Animal Shelter Facilities and Grounds; Equipment and Vehicles*

1. The County shall lease the present Animal Shelter building, fixed assets, and equipment, to Society for the sum of one dollar (\$1.00) per year. County shall lease County-owned vehicles designated by the County Manager, to the Society for the sum of one dollar (\$1.00) per year, per vehicle.
2. The County shall provide prompt repair services upon request of Society to all County-owned buildings, fixed assets, equipment and vehicles; as well as maintain the present facility grounds and any future additions to a level that they are suitable to perform the services for which they are intended.
3. Upon failure of County to provide the maintenance and repair services on County-owned buildings, assets, and equipment to a level that they are suitable to perform the services for which they are intended, Society and County shall meet to negotiate a resolution for the maintenance and repair.
4. The County shall provide water, local and long distance telephone service, fax and internet line service to the Animal Shelter at no charge to Society.

FOURTH, *Applicability of New or Revised Animal Control Ordinances*

It is understood and agreed upon by County and Society that in the event the animal control ordinances are superseded or revised to such an extent that it causes an increase in the level of services to be performed by the Society, then such changes shall not apply to the Society unless there is adequate adjustment in compensation approved by the Dare County Board of Commissioners.

III. TERM OF CONTRACT, RENEWAL AND TERMINATION

1. The term of this Contract shall begin on **July 1, 2017 and end June 30, 2018**. This term shall be subject to rights of termination as herein described.
2. It is understood and agreed that ninety (90) days prior to the expiration of this Contract, the parties shall begin negotiating a renewal of this Contract. Either party may give the other sixty (60) days prior written notice of its intent not to renew. In the event neither party gives notice of its intent not renew and the contract term expires, this agreement shall remain in effect on a month to month basis until a new contract is negotiated or until either of the parties gives the other 30 days notice of its intent not to renew.
3. The County shall notify Society in writing of any deficiencies in the management or operation of the Shelter and allow Society at least thirty (30) days to correct such deficiencies prior to instituting

termination; however, the County retains the right to immediately cure any deficiency in animal control services or to terminate this contract.

4. In the event the parties are unable to negotiate a resolution to unanticipated issues during the term of this contract, either party may terminate this agreement upon ninety (90) days written notice to the other.

5. Notwithstanding any other provision of this agreement, County may terminate this agreement at any time, for any reason or no reason, upon ninety (90) days written notice to Society.

6. The parties acknowledge and agree that evening hours during the months of November through April (Section I, First, Para 7) and after hour stray pick up (Section I, Second, Para 5(g)) were each eliminated by mutual agreement of the parties in November 2012. Notwithstanding the forgoing, the parties further agree that upon the request of County, Society shall immediately reinstate the evening hours and/or stray pick up to the hours provided in the contract prior to the November 2012 modification without additional compensation.

IV. REPRESENTATION OF SOCIETY

In agreeing to undertake the responsibilities set forth in this Contract, Society makes the following representations to the County for its benefit:

The Society is a properly constituted eleemosynary corporation operating under the laws of North Carolina; and all corporate action necessary to approve this Contract has been undertaken by the Society and the officers signing on its behalf have requisite corporate authority to do so and this Contract has been approved by its Board of Directors.

THIS AGREEMENT is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon the written consent of the parties hereto.

IN TESTIMONY WHEREOF the said parties by authority duly and legally given, have executed this agreement this the ____ day of _____, 2017.

COUNTY OF DARE

OUTER BANKS SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS,
INC.

By: _____
County Manager

By: _____
Director



Board Appointments

Description

The Dare County Board of Commissioners will consider the following Board Appointments ---

Complete information about each appointment appears after this page.
Upcoming Board Appointments for the next three months are highlighted at the end.

Board Action Requested

Make Board Appointments & Announce Upcoming Appointments

Item Presenter

County Manager, Robert Outten



Board Appointment - ABC Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

August , 2017

BOARD APPOINTMENT

A.B.C. BOARD

(Three Year Term)

The A.B.C. Board retains authority to set policy and adopt rules in conformity with A.B.C. laws and Commission rules and can hire and fire local Board personnel.

Fields Scarborough, Sr.'s term expires this month.

(Current Term 8/14 – 8/17)

(Originally Apptd. 8/14)

Mr. Scarborough would like to be reappointed.

Applications have been received from:

Merlee Austin

George Berry

Bambos Charalambous

Kenneth Brite

Carl Classen

Francis T. D'Ambra, Jr.

Alfred Jackson

Daniel Lewis

Allen Moran

Nathaniel H. Sanderson

Tim Shearin

Stephen Smith

Margaret Suppler

David Twiddy

Thomas Twiddy

Other Members:

See attached list



Janice Williams <janicew@darenc.com>

Fields Scarborough reappointment to ABC Board

1 message

Ray White <Ray.White@townebank.net>
To: "janicew@darenc.com" <janicew@darenc.com>
Cc: Fields Scarborough <dareco@aol.com>

Mon, May 8, 2017 at 10:15 AM

Janice, Mr Scarborough would like to be reappointed for another term on the Dare County ABC Board.. He was elected last year to the NC Association of ABC Boards and is completing the first of his three year term. He worked for the Dare County ABC System for 36 years, serving as Supervisor for 29 years. His on hand working knowledge of the local and State system has been invaluable to our operations and has allowed the Dare County System to continually be one of the top performers in the State system. Please let me know if I can offer further information. Thank you.

This message is intended only for specified recipients. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited. This communication represents the originator's personal views, which may not reflect those of TowneBank. The sender believes that this e-mail, including attachments, does not contain a virus, worm, trojan horse, or other malicious code when sent. This message and its attachments could have been infected during transmission. By reading the message and any attachments, the recipient accepts full responsibility for taking protective and remedial action about viruses and other defects. If you received this email in error, please immediately notify the sender.

TO: Dare County Board of Commissioners
FROM: Fields L. Scarborough, Sr.
DATE: May 17, 2017

Dear Sirs,

Thank you for having appointed me to serve on the Dare County Alcoholic Beverage Control Board for the past three years. I have enjoyed the challenges and would like very much to be considered for reappointment. Should I be reappointed I will continue to work diligently to maintain our systems status as one of the best in the State.

Other Boards/Appointments I presently serve:

Elected to serve on the North Carolina Association of ABC Boards as Director of District IV (3 year term. Must remain on the Dare County ABC Board to serve remaining 2 years);

Appointed by Clerk of Court, Mr. Dean Tolsen, to serve as Deputy Grand Jury Officer for Dare County Superior Court (To serve at the pleasure of);

Appointed by the Town of Manteo Commissioners to serve on the Planning and Zoning Board (To serve at the pleasure of).

The Dare County ABC Board is first and foremost of all my endeavors, and is second to none on my commitments.

Sincerely,

Fields Scarborough

A.B.C. BOARD
(Three Year Term)

**This Board consists of a Chairman and 4 members appointed by county governing authority.
They retain authority to set policy and adopt rules in conformity with ABC laws and Commission rules.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Ray White, CH P.O. Box 922 Manteo, NC 27954 441-4464	8-19	Reapptd. 8-89 through 8-07 Apptd. 5-08 Reapptd.8-10,13, 16
Bobby Owens P.O. Box 505 Manteo, NC 27954 252-256-0668	8-18	Apptd. 6-11 Reapptd.8-12,15
Fields Scarborough, Sr. P.O. Box 1691 Manteo, NC 27954 473-5833	8-17	Apptd. 8-14
Joe Tauber 205 Eagle Dr. Kill Devil Hills, NC 27948 410-491-9735	8-18	Apptd. 9-15
James Clark 1508 Small Ct. Kill Devil Hills, NC 27948 252-715-0602 (H) 252-207-2912 (O)	8-18	Apptd. 9-15

NOTES:

MEETING INFO: 3rd Tuesday each month, 9:00 a.m., ABC Store in Manteo

CONTACT INFO: Ray White, Chairman
Ted Toler, ABC Supervisor

MEMBERS COMPENSATED: No

Rondall Tillett replaced David Mizelle 8/94.
Aubrey Heath appointed to fill unexpired term of Leon Daniels 8/94.
Carl Hayes replaced Aubrey Heath 8/98.

Guy Midgett replaced Ray White 8/07.

Ray White appointed to fill unexpired term of Guy Midgett 5/08.

Bobby Owens appointed to fill unexpired term of Rondal Tillett 6/11.

Fields Scarborough, Sr. replaced Carl Hayes 8/14.

**At their meeting on 8/3/15, the Dare County Bd. Of Commissioners voted to increase the size of the ABC Board from 3 to 5 members.

Joe Tauber was appointed 9/8/15.

James Clark was appointed 9/8/15.

REVISED 8/16

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Rhonda Creef, Dare County Deputy Clerk to the Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312, or send it by email to rhonda@darenc.com

Advisory Board or Committee interested in:

1st choice ABC BOARD

2nd choice _____

3rd choice _____

Name MERLEE T. AUSTIN

Address 3588 Mill LANDING RD PO BOX 135

City/State/Zip WANHESE, NC 27981

Email Address MERLEE.AUSTIN@LIVE.COM

Telephone Home: 252-473-2629

Business: _____

Resident of Dare County: yes no

Occupation: RETIRED CLERK OF COURT

Business Address: _____

Educational background:

High School

Business School

Business and civic experience and skills:

CLERK of COURT Office 30 yrs / 13 yrs Elected Clerk

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

SO AIBEMARIE

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>WARREN JUDGE</u>	<u>CO COMM</u>	<u>KITTY HAWK</u>	<u>261-8003</u>
<u>EDITH MEADS</u>	<u>CLERKS OFFICE</u>	<u>KILL DEVIL HILLS</u>	<u>441-4623</u>
<u>BOBBY OWENS</u>	<u>RETIRED</u>	<u>MANTEO</u>	<u>473-2721</u>

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

Date: 8/20/15 Signature of applicant: Merlee J. (Austin)

FOR OFFICE USE ONLY:

Date received: _____

**APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES**

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Advisory Board or Committee interested in:

1st choice Dare County ABC Board

2nd choice Dare County Veteran Advisory Board

3rd choice Dare County Planning Board - ^{Apptd. 7/16} Parks & Recreation Advisory Board GB

Name: George H. Berry

Address: 239 North Dogwood Trail

City/State/Zip Southern Shores, NC 27949

Telephone Home: (252) 261-1278

Business: (703) 473-0528

Resident of Dare County: yes no

Occupation: CEO Starfish Services, Inc.

Business Address: Same as above

Educational background:

U of Utah 1972, Navy Postgraduate School 1978, Retired Navy Commander

Business and civic experience and skills:

National Security Intelligence support for over 45 years. Manage beach rental business over 20 years. Currently attending Vet Adv Board meetings. Member of OBX Home brewers Club.

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

None

Have been attending VET advisory board mts

Expiration Date of Terms: _____

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Wally Overman, Commissioner			
Beverly Boswell, Commissioner			
Jack Shea, Commissioner			

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

Date: 6/29/16 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 6/29/16

Date forwarded to County Commissioners: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Fessenden Center - App'd. 2/6/17

2nd choice ABC Board

3rd choice _____

Name Kenneth Brite

Address Box 95 39225 Tarpon Dr

City/State/Zip Avon, NC 27915

Email Address kbrite@msn.com

Telephone Home: 252-996-0432

Business: 252-995-4422

Resident of Dare County: yes no

Occupation: Paramedic

Business Address: PO Box 1000 Manteo NC

Educational background:

High School

Business and civic experience and skills:

Avon VFD Board member - 20 years, 7 years as President

Hatteras Island Rescue- 10 years; HI-CERT, since organized

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

HI-LEPC; Radio Hatteras; CERT;

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Susan Gray	Fessenden Center		
Terence Sheehy	DCEMS	252-475-5727	
Gary Gross	DCBOC	252-475-5000	

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

Date: 5/7/16 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice A.B.C. Board

2nd choice _____

3rd choice _____

Name Bambos Charalambous

Address 530 W. Aycock Street

City/State/Zip Kill Devil Hills, NC 27948

Email Address Cyprus376@embarqmail.com

Telephone Home: cell 419-376-5306

Business: 252-480-6677

Resident of Dare County: yes no

Occupation: General Manager of Captain George's Seafood Restaurant

Business Address: 705 S. Croatan Hwy, Kill Devil Hills, NC 27948

Educational background:
G-C school of Careers, Nicosia, Cyprus

Horry-Georgetown Community College, Conway, SC

Business and civic experience and skills:

leadership, dedication to any task, managed multi-units

high volume restaurants, results driven decision maker

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

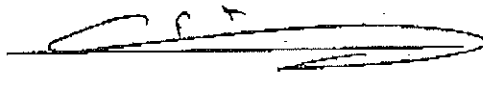
Board of Directors for the following: Dare County Tourism Bureau,
Outer Banks Chamber of Commerce, Outer Banks Seafood Festival,
Town of Kill Devil Hills Community Appearance Commission

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Raven Brown	President & CEO Outer Banks Chamber of Commerce	101 Town Hall Dr. Kill Devil Hills, NC 27949	252-441-8144
Lee Nettles	Executive Director Dare County Tourism Bureau	1 Visitors Center Circle Manteo, NC 27954	252-473-2138
Robert Woodard	Chairman of Dare County Board of Commissioners	P.O. Box 1000 Manteo, NC 27954	252-475-5000

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

Date: 7/5/16 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 7/6/16

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Dare County ABC Board

2nd choice Dare County Tourism Board

3rd choice _____

Name Carl Classen

Address 5204 Windsor Place

City/State/Zip Kitty Hawk, NC 27949

Email Address carl_classen@outlook.com

Telephone Home: 252-261-2515

Business: _____

Resident of Dare County: yes no

Occupation: Retired County Manager

Business Address: _____

Educational background:

M.P.A., Southern Cal.

B.S., Public Affairs, Southern Cal

Business and civic experience and skills:

Retired County and Town Manager - Camden, Hyde, Rutherford counties
- Southern Shores

Member, First Flight Rotary Club

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

Grand Jury - exp 2017

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Bobby Cotten</u>	<u>Dare County Manager</u>	<u>954 Marshall Collins Dr, Manteo</u>	<u>252-475-5800</u>
<u>Peter Rascoe</u>	<u>Southern Shores Town Manager</u>	<u>5375 So. Virginia Dare Trl, So. Shores</u>	<u>252-261-2394</u>
<u>Bill Rich</u>	<u>Hyde County Manager</u>	<u>30 oyster Creek Rd, Swan Quarter</u>	<u>252-926-3701</u>
	<u>or Kris Cathoon Noble, Asst County Manager</u>	<u>252-926-4180</u>	

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

Date: Jan 13, 2017 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____

**APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES**

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Advisory Board or Committee interested in:

1st choice Dare County ABC Board

2nd choice _____

3rd choice _____

Name: Francis T. DiAmbra Jr.

Address: 1211 Burnside Rd.

City/State/Zip Manteo NC 27954

Telephone Home: 252-305-8660

Business: 252-469-7793

Resident of Dare County: yes no

Occupation: Retired Police Chief, Volunteer Chaplain Dare County Sheriff Office

Business Address: 962 Marshall L. Collins Drive, P.O. Box 757 Manteo NC 27954

Educational background:

B.S. Criminal Justice, Magna Cum Laude, Mount Olive College

A.A.S. Criminal Justice, Wake Technical Comm College

Business and civic experience and skills:

Former Chief of Police, Manteo, NC

LGFCU Advisory Board

Other Boards/Committees/Commissioners ~~presently~~ serving on:

Board, Committee, or Commission:

former, Chair, Dare County Juvenile Crime Prevention Council

Present, North Carolina Victims of Crime Compensation Commission,
Governor, Appointee

Expiration Date of Terms: 7-1-2015 - 6-30-2019

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Hon. Edgar L. Barnes	Chief Dist. Court Judge	159 Fearing Pl. Manteo, NC	252-305-9397
Hon. Debra Tolson	Clerk of Superior Court, Dare County	offices	252-216-7112
Mr. Jordan Hennessy	Legislative Asst. Sen. Bill Loefer		252-614-3606

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

Date: 9-1-2015 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: _____

Date forwarded to County Commissioners: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice ABC Board

2nd choice _____

3rd choice _____

Name Alfred Jackson

Address P.O. Box 2103

City/State/Zip Manteo, NC 27954

Email Address alfredjackson@bksobx.com

Telephone Home: 252-216-6048

Business: 252-261-7670

Resident of Dare County: yes no

Occupation: Owner of Pop-A-Lock

Business Address: P.O. Box 2106 Manteo NC 27954

Educational background:

Manteo High School

Business and civic experience and skills:

Licensed General Contractor, Licensed Locksmith

Past member Roanoke Island Fire Dept, Previous Employeed as a Dare County Deputy


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

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Tony Duvall	Dare County Sheriff Lt.	106 Becks Ct Manteo NC 27954	252-475-0578
Terry Ballance	Retired Lt. Dare County Sheriff Office	114 Holly Ridge Road Manteo NC 27954	252-475-0475
Mike Kelly	Owner Kellys Resturant	Nags Head NC 252-202-4116	

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

Date: 8-20-2015 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Tourism Board

2nd choice ABC Board (when vacancy becomes available)

3rd choice Outer Banks Catch Executive Committee (when available)

Name Daniel Lewis

Address 122 Roanoke Drive

City/State/Zip Kill Devil Hills

Email Address dlewis@coastalprovisionsmarket.com

Telephone Home: 2524414105

Business: 2524893171

Resident of Dare County: y yes no

Occupation: restauranteur

Business Address: 1 Ocean Blvd. Southern Shores 27949

Educational background:

A.O.S Culinary Arts Cuinary Institute of America

Level 2 Certification, Master Court of Sommeliers

Business and civic experience and skills:

OBX business owner of three restaurants for past decade.

President, Outer Banks Restaurant Association

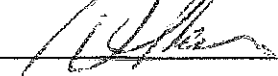
Other Boards/Committees/Commissions on which you presently serve:

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Ben Sproul	Dare County Board of Ed.		252-202-8837
Sheila Davies	Dare County Health Dept., Mayor Kill Devil Hills		252-475-0033
Scott Foster	restauranteur,		252-489-3174

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

Date: 12/4/2015 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____

**APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES**

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Advisory Board or Committee interested in:

1st choice Planning Board, Tourism Bd., Oregon Inlet Waterways Comm.
2nd choice Juvenile Crime Prevention Council, Board of Adjustment
3rd choice ABC Board, Roanoke Island Community Center Bd. ^{Apptd 6/15}

Name: Allen Moran (Planning Board - District 1, At Large)

Address: 381 Mother Vineyard Rd. Health & Human Services Bd.

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

Telephone Home: (252) 423-1309

Business: (252) 475-9222

Resident of Dare County: yes no

Occupation: Jail Administrator / Real Estate Agent

Business Address: 1044 Driftwood Dr. Manteo, N.C. 27954

Educational background:
N.C. Licensed Real Estate Broker, N.C. Justice Academy

Business and civic experience and skills:
Rotary International (Manteo) Board Member / Community Service Chair 2012

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

Expiration Date of Terms: _____

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Doug Doughtie	Dare County Sheriff	962 Marshall C. Collins Dr.	252-216-9898
Bobby Owens	Ret. N.C. Utilities Commission	310 Agona St.	252-256-0668
Marc Basnight	Retired	169 Scuppernon Rd.	252-475-8093

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

Date: 12/12/2014 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____

Date forwarded to County Commissioners: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice HEALTH & HUMAN SERVICES

2nd choice ABC BOARD

3rd choice AIRPORT BOARD

Name NATHANIEL H. SANDERSON

Address 136 PARTRIDGE TRAIL

City/State/Zip KILL DEVIL HILLS, NC, 27948

Email Address NAT SANDERSON3@gmail.com

Telephone Home: 252-441-5438

CELL ⁸⁷²⁷
Business: 252-216-8227

Resident of Dare County: yes no

Occupation: RETIRED

Business Address: —

Educational background:

JOSEPH P. KNAPP HS

OLD DOMINION UNIV

Business and civic experience and skills:

DIRECTOR DARE CO. EMERGENCY MAN (22 YRS)

CHAIRMAN DARE COMMUNITY CRIMELINE (20 YRS)

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

N/A

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>CLARENCE SKINNER</u>	<u>RETIRED</u>	<u>116 GARETH CIR MANTEO</u>	<u>252-473-3888</u>
<u>BOBBY OUTTEN</u>	<u>DARE CO. MANAGER</u>	<u>PO BOX 1000 MANTEO</u>	<u>252-202-9540</u>
<u>WAYNE GRAY</u>	<u>RETIRED USCG</u>	<u>123 OAK KNOLL DR NAGS HEAD</u>	<u>252-216-2175</u>

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

Date: 8-27-15 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Rhonda Creef, Dare County Deputy Clerk to the Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312, or send it by email to rhonda@darenc.com

Advisory Board or Committee interested in:

1st choice ABC Board

2nd choice _____

3rd choice _____

Name Earl C Shearin, Jr. (Tim)

Address 136 Cannon Trail

City/State/Zip Manteo, NC 27954

Email Address tim.shearin3@gmail.com

Telephone Home: 2524731730

Business: _____

Resident of Dare County: yes no

Occupation: Retired

Business Address: _____

Educational background:
Graduate of ECU.

Business and civic experience and skills:
36 years with Belk. 5 years with Christmas Shop. Strong background in inventory and expense control.

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

Health and Human Services Board

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Jay Burrus	Health & Human Services		2524755511
Doug Doughtie	Sheriff		2522169898
Malcolm Fearing			2523058596

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

Date: 8/29/15

Signature of applicant:

Earl C. Shearin

FOR OFFICE USE ONLY:

Date received: _____

**APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES**

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Advisory Board or Committee interested in:

1st choice ABC Board

2nd choice Planning Board - At Large, Dist. 2

3rd choice Zoning Board of Adjustments

Name Stephen Smith

Address 321 Jean Ct

City/State/Zip Kill Devil Hills, NC 27948

Email Address target1982002@yahoo.com

Telephone Home: (252) 216-6820

Business: (252) 475-5980

Resident of Dare County: yes no

Occupation: Deputy Sheriff

Business Address: 962 Marshall C. Collins Dr.

Educational background:

B.A. Criminal Justice - UNC - Wilmington

M.P.A - Planning Concentration - ECU

Business and civic experience and skills:

12 years law enforcement, 4 years w/North Carolina Emergency Mgt,

4 years Planning/Code w/Town of Kitty Hawk

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

None

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Beverly Boswell	Medical/DCBOC	KDH	(252) 216-9820
Doug Doughthe	DCSO	KDH	(252) 216-9898
Jordan Hennessy	Aide to Sen. Cook	Southern Shores	(252) 619-3606

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

Date: 8-17-15 Signature of applicant: Stephen Smith

FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Dare County ABC Board _____

2nd choice _____

3rd choice _____

Name Margaret Harrison Suppler _____

Address 8200 S. Old Oregon Inlet Rd. _____

City/State/Zip Nags Head, NC 27959 _____

Email Address misssybetty@aol.com _____

Telephone Home: 252.441.7160 _____

Business: 252.256.1379 _____

Resident of Dare County: yes no

Occupation: Chief Financial Officer, Vertical Security Solutions, Inc. _____

Business Address: _____

Educational background:

The University of North Carolina at Chapel Hill, '81

Business and civic experience and skills:
Chair, UNC-TV, Dare County Arts Council treasurer, RIHA Board member.

Understanding of finance, and of organizations' impacts on citizens, & visitors.

Other Boards/Committees/Commissions on which you presently serve:
Vice-Chair, Town of Nags Head Board of Adjustments, Outer Banks

Hotline Board Member, Town of Nags Head FOCUS Committee

REFERENCES

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


Name	Business/Occupation	Address	Telephone
Renee Cahoon,	Owner, Cahoon's Market,	Nags Head	473-8113

Carole Sykes,	Owner, Sam & Omies,	Nags Head	441-7366
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Lynn Bryant,	Executive Director, OBX Hotline,	Manteo	473-5121
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I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 09/09/2015

Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Rhonda Creef, Dare County Deputy Clerk to the Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312. or send it by email to rhonda@darenc.com

Advisory Board or Committee interested in:

1st choice Dare County ABC Board

2nd choice _____

3rd choice _____

Name David Twiddy

Address 111 Fort Hugar Way

City/State/Zip Manteo NC 27954

Email Address dstwiddy@gmail.com

Telephone Home: 252.473.3827

Business: 252.423.1538

Resident of Dare County: yes no

Occupation: Dare County Schools Transportation Director

Business Address: 1013 Driftwood Dr Manteo

Educational background:

Manteo High School

Business and civic experience and skills:

I have worked for DCS for 28 yrs. Was the Fire Chief for Manns Harbor for 15 yrs.

I am currently the tradeshow coordinator for NCPTA, I have been President for NCPTA;

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

I am on the Airport board & Roanoke Island Community Center Board.

I am on the North carolina Association of School Administrators Board

REFERENCES

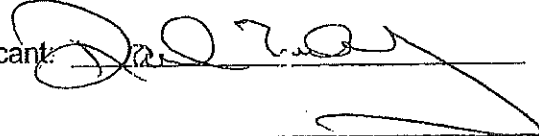
List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Doug Doughtie	Sheriff		475.5978
Arty Tillet	Friend/co worker		449.7000
Webb Fuller	Friend		305.9322

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

Date: 9/2/2015

Signature of applicant:



FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice ABC Board

2nd choice _____

3rd choice _____

Name Thomas Twiddy

Address PO Box 209

City/State/Zip Manns Harbor, NC 27953

Email Address acemechanicalobx@charter.net

Telephone Home: 252-473-5063

Business: 252-449-9300

Resident of Dare County: yes no

Occupation: Building Contractor

Business Address: 110W Gray Eagle St Nags Head, NC 27959

Educational background:

High School Graduate

Business and civic experience and skills:

Retired NCDOT Owner of a Building, Electrical, Plumbing contracting business and a wastewater management company

Former member of the Dare Count Soil and Water conservation board



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

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Mark Vrablic	Etheridge Seafood Manager	Wanchese	252-305-2718
Dan Bieby	Resturant Owner	Nags Head	252-441-7332
Malcolm Fearing	Insurance Co Owner	Manteo	252-305-8596

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

Date: 8/18/15 Signature of applicant: *Thomas J. Jurek*

FOR OFFICE USE ONLY:

Date received: _____



Board Appointment - Dare County Center Advisory Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

August, 2017

BOARD APPOINTMENTS
DARE COUNTY CENTER ADVISORY BOARD
(Staggered/Three Year Term)

The following terms expire this month:

Bea Basnight
(Current Term 8/14 – 8/17)
(Originally Apptd. 7/09)

John D. Sibunka
(Current Term 8/14-8/17)
(Originally Apptd. 8/10)

Mitchell Bateman
(Current Term 8/14-8/17)
(Originally Apptd. 8/14)

Samantha Brown
(Current Term 8/14-8/17)
(Originally Apptd. 12/16)

**John D. Sibunka, Mitchell Bateman and Samantha Brown would like to be reappointed.
Bea Basnight has resigned.**

Applications have been received from:
Darnell William Talbert
Missy McPherson
Paula Oliver

**The Dare County Center Advisory Board recommends Paula Oliver be appointed to fill
Bea Basnight's vacancy (see attached).**

Other Members: See attached list

May 9, 2017

We, the nominating committee of the Dare Center Advisory Board would like to make a

Motion to:

Re-appoint Samantha Brown to a three year term. She is currently co-managing the committee for the DCC 5K run this Spring. The proceeds from this Run are for the 2017 toy Drive at the Dare Center. She is currently Executive Director of GoFar in Dare County which is an after school fitness and health program for public, middle and elementary schools in Dare County. Her expertise in this allows her to provide program and policy guidance to the Center in planning these types of fund raisers.

Re-appoint Mitchell Bateman to a three year term. Mitchell is working and has worked diligently with the community to bring in funds needed by our Center for numerous drives held to benefit the Toy Drive and other campaigns during the year.

Re-appoint John Sibunka for a three year term. John is presently on the 5 year planning subcommittee to include his having visited other Senior Centers which is paramount in this planning. In addition, he stands in for our Board President when she cannot preside over the Advisory Board Meetings.

We wish to thank Bea Basnight for the nine years she has served on the Board. Bea was with the inception of the building and her work with committees selecting the art and other décor in our building will long be remember and appreciated. She will be missed!

To fill this vacancy, we wish to nominate Paula Oliver for a three year term on our Board. Paula is highly educated and meets the Board's criteria in every way. She is the Albemarle OBX Regional Representative of the North Carolina Writers' Network. She has written and been published in articles since 1996. She has served as a Computer Consultant for the West Chester University of Pennsylvania and as such did research and webpage production for over 60 webpages for online university courses.

She volunteered in public schools from 2002-2015 and has served as a substitute teacher for Manteo Elementary School. She continues to volunteer for the Roanoke Island Food Pantry once a month. She currently is serving as Director of the Sunday School programs at Mt. Olivet Methodist Church. Here she has proven herself to be effective in working with all ages from kindergarten children to senior citizens on a weekly basis.

Flossie Tugwell

Rodney Benson

DARE COUNTY CENTER ADVISORY BOARD
(Three Year Term)

**This Board advises and promotes goals and policies to enhance
Dare County Center operations and community outreach.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Rob Ross 105 East Sand Fiddler Court Nags Head, NC 27959 Rob.ross@darenc.com 2166869		Apptd. 6/17
Bea Basnight 177 Scuppernong Lane Manteo, NC 27954 473-3856 (H) 475-0105 (Cell)	8/17	Apptd. 7/09 Reapptd. 8/14
Flossie Tugwell P.O. Box 896 Nags Head, NC 27959 473-5993	8/18	Apptd.8/10 Reapptd. 8/12, 15
Mary Pendill 129 Dogwood Circle Manteo, NC 27954 473-3589	8/18	Apptd. 8/14 Reapptd. 8/15
John D. Sibunka 132 Gareth Circle Manteo, NC 27954 473-3300	8/17	Apptd. 8/10 Reapptd. 8/14
Lynda Hester, CH. P.O. Box 457 Manteo, NC 27954	8/19	Apptd. 8/10 Reapptd. 8/13, 16
Mitchell Bateman P.O. Box 100 Wanchese, NC 27981 473-3350	8/17	Apptd.8/14

Rodney Benson 309 Agona St. Manteo, NC 27954 336-906-0593	8/19	Apptd. 3/15 Reapptd. 8/16
Samantha Brown 2621 S. Bridge Lane Nags Head, NC 27959 207-2933(H) 305-1414 (O)	8/17	Apptd. 12/16
Jean Councill 176 Wax Myrtle Trail Kitty Hawk, NC 27949 573-9174 (H) jeanfarrcouncill@gmail.com	8/19	Apptd. 8/16
Daniel Otte' 185 The Dogwoods Manteo, NC 27954 473-1883(H), 473-8883 (Cell)	8/19	Apptd. 8/16
Tiffany Wescott P.O. Box 2148 Manteo, NC 27954 216-6341	8/18	Apptd. 8/15
Anastacia Davis P.O. Box 1097 Manteo, NC 27954 473-5687	8/18	Apptd. 8/15

NOTES:

MEETING INFO: 2nd Tuesday -monthly, (except June, July, Aug.) 9 a.m., Dare Center Meeting Room

CONTACT INFO: Lynda Hester, Chairman
Sandy Scarborough, Director of Dare Center

MEMBERS COMPENSATED: No

Flossie Tugwell filled unexpired term of Betty Blanchard 8/10.

John Sibunka filled unexpired term of Doris Young 8/10.
Lynda Hester was appointed as an additional member 8/10.
John Robbins filled unexpired term of Jimmie Williams 6/12.
Suzy Barrett filled unexpired term of Catherine McCabe 2/13.
Ann Groves replaced James Harris 9/13.
Brooke McCord appointed to fill unexpired term of Malcolm Fearing 9/13.
Mitchell Bateman replaced Isabel Cooper 8/14.
Mary Pendill filled unexpired term of Betty Mann 8/14.
Margarette Umphlett replaced Virginia Tillett 12/14.
Tiffany Wescott replaced Suzy Barrett 8/15.
Anastacia Davis replaced Fred Brumbach 8/15.
Jean Councill replaced James Brown 8/16.
Daniel Otte' replaced John Robbins 8/16.
Samantha Brown filled unexpired term of Brook McCord 12/16.
Robb Ross replaced Margarette Umphlett 6/17

REVISED 6/17

I

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Game and Wildlife Commission - District 1
2nd choice Parks and Recreation Advisory Council - App'd. 7/16
3rd choice Dare Center Advisory Council

Name Missy T. McPherson

Address 119 Margaret Ct

City/State/Zip Manteo, NC 27954

Email Address missysecu@hotmail.com

Telephone Home: 252-473-6831 & Cell 252-216-6831

Business: 252-473-1292

Resident of Dare County: yes no

Occupation: Sr. Financial Service Officer I

Business Address: SECU- 938 US Hwy 64, Manteo, NC 27954

Educational background:

Manteo High School Graduate and a BS in Business Management
and Organizational Development Mount Olive University

Business and civic experience and skills:

mortgage loan originator, tax prep, lending supervisor, insurance agent;

President Dare Co. Shrinettes, President Manteo High Football Moms, President Manteo High School Athletic Booster Club

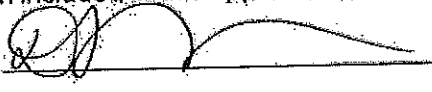
Other Boards/Committees/Commissions on which you presently serve:

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Dean Tolson-	Dare County Clerk of Court-	117 Sherwood Dr Manteo, NC-	252-216-7114
Jim Lewis-	Pastor Ark Church-	122 Baum Bay Dr KDH, NC-	252-573-9349
Chris Lee-	Marine Patrol Officer,	106 Club View Ct KDH, NC-	252-305-0749

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

Date: 10/21/16 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Dare Center Advisory Board

2nd choice _____

3rd choice _____

Name PAULA P. OLIVER

Address 109 RIAL CT.

City/State/Zip Manteo, NC 27954

Email Address CAPS@CHARTER.NET

Telephone Home: 252-473-2944

cell:
Business: 252-423-0668

Resident of Dare County: yes no

Occupation: Retired: I am a volunteer in church ^{activities} at the North Carolina Writers' Network.

Business Address: _____

Educational background:

Bachelor of Arts, Communication Studies, West Chester University of Pennsylvania.

Business and civic experience and skills:

Regional Rep. - Albemarle OBY Region - North Carolina Writers' Network;

Sunday School Superintendent, Mt. Olivet United Methodist Church, Manteo.

Volunteers at Roanoke Island Food Pantry

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

Administrative Board - Mt. Olivet United Methodist Church, Manteo, NC 27954

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Flossie Tugwell		PO Box 896 Nags Head NC 27959	473-599;
Rev. John Check		PO Box 787 (300 Ananias Dare St.) Manteo, NC 27954	PH: 252-474-845K
Janice Tillet		PO Box 791, Manteo, NC 27954	252-573-9855

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

Date: March 11, 2016 Signature of applicant: Sandra Oliver

FOR OFFICE USE ONLY:

Date received: _____

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APPLICATION FOR APPOINTMENT TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice DARE COUNTY CENTER

2nd choice _____

3rd choice _____

Name DARNEL WILLIAM TALBERT

Address 510 LIVE OAK LAKE

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

Email Address TALBERTMECHANICAL@CPTHO.COM

Telephone Home: 252-473-3199

Cell Business: 252-489-0487

Resident of Dare County: yes no

Occupation: RETIRED

Business Address: N/A

Educational background:

HIGH SCHOOL GRAD, 4 yrs. Apprenticeship
STEAM FITTERS LOCAL 602

Business and civic experience and skills:

Project Executive/Project MANAGER
VOLUNTEER AT DARE COUNTY CENTER

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


N/A

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Sandy Scarborough</u>	<u></u>	<u></u>	<u>252-475-5625</u>
<u>Amy Etheridge</u>	<u></u>	<u></u>	<u>252-475-9270</u>
<u>MIKE DANIELS</u>	<u></u>	<u></u>	<u>757-435-8409</u>

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

Date: _____ Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____



Board Appointment - Jury Commission

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

August, 2017

BOARD APPOINTMENT

JURY COMMISSION

(Two Year Term)

The Jury Commission consists of three members: one appointed by the Senior Regular Resident Superior Court Judge, one appointed by the Clerk of Superior Court, and one appointed by the Dare County Board of Commissioners to certify jurors.

Alma Clark's term expires this month.

Mrs. Clark is the Commissioner appointee.

(Current Term 8/15 – 8/17)

(Originally Apptd. 11/11)

No other applications have been received.

Other Members:

See attached list

JURY COMMISSION

(Two Year Term)

The Jury Commission consists of three members to certify jurors. One member is appointed by the Senior Regular Resident Superior Court Judge, one by the Clerk of Superior Court, and one by the Board of Commissioners.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Tammy Jennings (Clerk Appointee) Manteo, NC 27954		
Scheryl Gray (Judge Appointee) 123 W. Oak Knoll Dr. Nags Head, NC 27959		
Alma Clark (Commissioner Appointee) 157 Etheridge Rd. Manteo, NC 27954 473-2320	8-17	Apptd. 11/11 Reapptd. 8/13, 15

NOTES:

Meeting Date – Every two years to certify jurors

Joyce Sledge replaced Gwen White.

Janice Midgett replaced Ken Doughty.

Stella Hollingsworth replaced Joyce Sledge 8/95.

Kim Grimes replaced Janice Midgett 8/95.

Mona Meekins replaced Katherine Aguirre 8/95.

Sandra Robinson replaced Stella Hollingsworth 8/97.

Tammy Jennings replaced Kim Doughtie.

Alma Clark filled unexpired term of Sandra Robinson 11/11.

REVISED 8/15



Upcoming Board Appointments

Description

The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on Advisory Boards and Committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees that have terms expiring during the next 3 months. The list highlights when the item will be presented to the Board of Commissioners along with any special requirements that may pertain to the appointment.

Information about how to obtain and submit applications follows the list –

Upcoming Board Appointments

September 5, 2017

1. Health and Human Services Board
 - Serves as the policy-making, rule-making, and administrative board of the consolidated human services agency.
 - 6 terms expire

October 2, 2017

None

November 6, 2017

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

2. Older Adult Services Advisory Council

-This Council advises Dare County in its efforts to promote, organize, plan and coordinate services and programs for residents and visitors to Dare County who are 55 years of age and older.

-5 terms expire

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

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

COMMISSIONERS' BUSINESS

MANAGER'S / ATTORNEY'S BUSINESS