



COUNTY OF DARE
PO Box 1000, MANTEO, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Monday, October 07, 2019

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

AGENDA

- 9:00 AM** **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Presentation of County Service Pins - October 2019
- ITEM 3** Employee of the Month
- ITEM 4** Ocean Guardian School Grant Presentation
- ITEM 5** Public Comments
- ITEM 6** Public Hearing - FY2021 NCDOT 5311 & 5310 Program Grant Application
- ITEM 7** Preliminary Assessment Resolution - Leslie Lane, Avon, NC
- ITEM 8** Text amendment to C-3 Zoning District
- ITEM 9** Legally Binding Authority Request with Apple, Inc.
- ITEM 10** Additional Funding Requirements South Ferry Channel Dredge Event October 2019
- ITEM 11** Intergovernmental Ground Lease Agreement Between County of Dare
and Town of Manteo
- ITEM 12** Changes to the 2020 Capital Improvements Plan for the College of the Albemarle
Building and for the Animal Shelter
- ITEM 13** Consent Agenda
1. Approval of Minutes (9/16/19, 9/16/19 Special Meeting and 9/23/19 Special Meeting)
 2. North Carolina Governor's Highway Safety Program (GHSP)
Local Governmental Resolution

3. Health & Human Services- Public Health Division
Emergency Overdose- Local Mitigation to the Opioid Crisis Grant
4. DHHS Public Health Division
Trillium Funding for Strategic Prevention Framework for Prescription Drugs Project
5. Water Department NCDOT Right of Way Encroachment Agreement for Seven-
Eleven, Kitty Hawk.

ITEM 14 Board Appointments

1. Dare County Transportation Advisory Board
2. Upcoming Board Appointments

ITEM 15 Commissioners' Business & Manager's/Attorney's Business

ITEM 16 Closed Session

ADJOURN UNTIL 5:00 P.M. ON OCTOBER 21, 2019



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard



Presentation of County Service Pins - October 2019

Description

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

1. Michelle Gray, Communications, 15 Year Pin

Board Action Requested

None

Item Presenter

Robert Outten, County Manager



Employee of the Month

Description

The Employee of the Month Certification will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Ocean Guardian School Grant Presentation

Description

An Ocean Guardian School makes a commitment to the protection and conservation of its local watersheds, the world's ocean, and special ocean areas. Dave Alberg, of NOAA's Monitor National Marine Sanctuary in Newport News, will recognize the Cape Hatteras Secondary School and present their Ocean Guardian Grant along with a banner naming them as an "Ocean Guardian School".

Board Action Requested

None - Presentation

Item Presenter

Dave Alberg, NOAA Monitor National Marine Sanctuary



Public Comments

Description

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

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

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

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Public Hearing - FY2021 NCDOT 5311 & 5310 Program Grant Application

Description

A public hearing is required for the FY2021 NCDOT 5311 Community Transportation Program and 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Applications. This is our annual request for funding. The 5311 CTP Administrative Budget covers salaries for the Transportation Program Supervisor and Administrative Assistant as well as other administrative expenses in the amount of \$143,399 with a required 15% local match of \$21,510.00. The Capital portion of the grant, which covers expenses for two replacement wheelchair equipped vans, is the amount of \$130,000 with a required 10% local match of \$13,000. The 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program grant is designed as operational funding and is requested in the amount of \$100,000 with a required 50% local match of \$50,000.00.

Board Action Requested

Hold a Public Hearing, Sign the FY2021 Program Resolution, and Provide Meeting Minutes information as required by NCDOT.

Item Presenter

Sharon Flatt, Transportation Program Supervisor

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2021 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by _____ and seconded by _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for “purchase-of-service” projects under the Capital budget Section 5310 program.

WHEREAS, Dare County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the Chairman of the Dare County Board of Commissioners is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I Cheryl Anby, Clerk to the Board of Commissioners, do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Dare County Board of Commissioners duly held on the 7th day of October, 2019.

Signature of Certifying Official

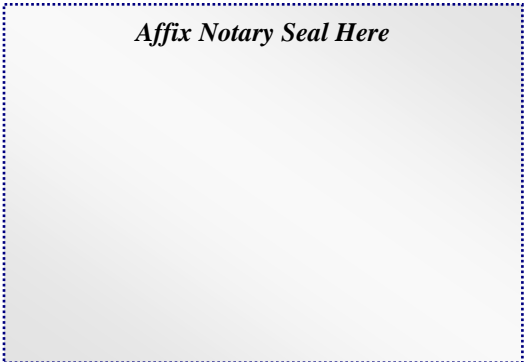
****Note that the authorized official, certifying official, and notary public should be three separate individuals.***

Subscribed and sworn to me (*date*) _____

Notary Public

Printed Name and Address

My commission expires _____





PUBLIC HEARING NOTICE

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed **FY2021** Dare County Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than October 4, 2019. The public hearing will be held on October 7, 2019 at 9:30 am before the Dare County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids or services under the Americans with Disabilities Act (ADA) or a language translator should contact Sharon Flatt on or before October 4, 2019 at telephone number 252-475-5641 or via email at sharon.flatt@darenc.com.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Dare County as well as provides transportation options and services for the communities within this service area. These services are currently provided using demand response and subscription. Services are rendered by ten county operated vehicles.

The total estimated requested for the period July 1, 2020 through June 30, 2021:

| <u>Project</u> | <u>Total Amount</u> | <u>Local Share</u> |
|----------------------------|------------------------------|---------------------------|
| Administrative | \$ 143,399.00 | \$ 21,510.00 (15%) |
| Operating | \$ 0.00 | \$ 0.00 |
| Capital (Vehicles & Other) | \$ 130,000.00 | \$ 13,000.00 (10%) |
| 5310 Operating | \$ 100,000.00 | \$ 50,000.00 (50%) |
| Other | \$ 0.00 | \$ 0.00 |
| <hr/> | | |
| TOTAL PROJECT | \$373,399.00 | \$ 84,510.00 |
| | Total Funding Request | Local Share |

This application may be inspected at the Dare County Transportation Office from September 30, 2019 through October 4, 2019. Written comments should be directed to the Transportation Program Director before October 7, 2019.



September 24, 2019

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

NCDOT
Public Transportation Division
1550 Mail Service Center
Raleigh, NC 27699-1550

Re: DCTS - 5310 Letter of Support

To Whom It May Concern:

The Albemarle Rural Planning Organization (ARPO) supports the Dare County Transportation System (DCTS) in applying for a 5310 Elderly and Disabled Transportation Assistance Program Grant.

It is my understanding the objective of these funds is to provide transportation services that meet the special needs of elderly persons and persons with disabilities for who mass transportation services are unavailable, insufficient, or inappropriate.

DCTS serves the county of Dare. Without the assistance of the funds requested Elderly and/or Disabled persons who are currently independent as a result of the transportation services provided by DCTS will lose their independence and access to medical appointments, human service agencies, pharmacies, shopping, education, etc. These clients could become homebound and/or be forced from their homes to assisted living facilities at the expense of our local, state, and federal government.

Our agency supports DCTS in applying for the 5310 Elderly and Disabled Transportation Assistance Program Grant as we see it as a way to allow the residents of Dare county to maintain their independence and access local services at a fraction of what it will cost taxpayers if transportation services are not available due to lack of funding.

Sincerely,

Angela M. Welsh
ARPO Director

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: Dare County

DATE: 10-7-2019

PLACE: Dare County Board of Commissioners Meeting Room

TIME: 9:30 AM

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

I, the undersigned, representing the Board of Commissioners of Dare County do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

(NO public comments)

(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: _____

Signature or Clerk to the Board

Printed Name and Title

Date



Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency's federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NC DOT wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at titlevi@ncdot.gov.

| | | |
|---|---|---|
| Project Name: Public Hearing Dare County Transportation Grants | | Date: 10-7-2019 |
| Meeting Location: 954 Marshall C. Collins Drive, Manteo, NC 27954 | | |
| Name (please print) | | Gender: |
| | | <input type="checkbox"/> Male <input type="checkbox"/> Female |
| General ethnic identification categories (check one) | | |
| <input type="checkbox"/> Caucasian | <input type="checkbox"/> Hispanic American | <input type="checkbox"/> American Indian/Alaskan Native |
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | Other: _____ |
| Color: | | National Origin: |
| | | |

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

FY 2021 Public Hearing Meeting Minutes

To support the combined program Resolution for FY 2021, a copy of the minutes from your public hearing reflecting the grant funds applied for must be uploaded into EBS as a supporting document.



Preliminary Assessment Resolution - Leslie Lane, Avon, NC

Description

The County of Dare intends to undertake the construction of a water system to serve the residents of Leslie Lane in Avon, NC.

Board Action Requested

Approval of the Preliminary Assessment Resolution

Item Presenter

Pat Irwin, Public Utility Director



PRELIMINARY ASSESSMENT RESOLUTION
(N.C.G.S. § 153A-190)
LESLIE LANE, AVON, NC

WHEREAS, the County of Dare intends to undertake the construction of a water system to serve the residents of Leslie Lane in Avon, North Carolina; and

WHEREAS, as required by N.C.G.S. § 153A-185, the County of Dare Commissioners has approved the construction of this water system and the financing of said system through special assessments against benefited properties; and

WHEREAS, Article 9 of Chapter 153A of the North Carolina General Statutes provides that special assessments against benefited properties are authorized for all or part of the costs of this project; and

WHEREAS, N.C.G.S. § 153A-190 provides that a preliminary assessment resolution containing the information set out herein must be adopted prior to the adoption of any such special assessments authorized by Chapter 153A, Article 9.

NOW THEREFORE, upon motion made and adopted by the Dare County Board of Commissioners, this preliminary assessment resolution is approved and sets forth the required information as follows:

1. It is the intention of the Dare County Board of Commissioners to undertake the construction of a water supply and distribution system supplying water to certain properties on Leslie Lane located in Avon, North Carolina.
2. The general description of the nature and location of the project is as follows: Construction of a water supply system including distribution lines, mains, valves, and hydrant for the purpose of extending water supply service to properties located on Leslie Lane, Avon, North Carolina, said project to also include design, permitting, bidding services, and construction management services.
3. The proposed basis for making assessment is as follows: the benefited properties are to be assessed on a per lot basis at an equal rate of an estimated amount of \$5,136.36 per improved or buildable lot, the final costs of the project to be determined upon completion.
4. The percentage of the costs of the work that is to be specially assessed is one hundred percent (100%).
5. No assessments shall be held in abeyance or discounted.

6. The proposed terms of payment of the assessment is as follows: Payment shall be made in full within thirty (30) days after confirmation of the assessment roll, or shall be made in annual installments over a period of seven (7) years during which interest shall accrue at the rate of five percent (5%) per annum on any unpaid balance with the first annual installment becoming due within thirty (30) days after confirmation of the assessment roll, and subsequent payments being due the same date of each successive year until the assessment, together with all accrued interest, has been paid in full.

7. There shall be a public hearing on all matters covered by this preliminary assessment resolution which shall be held at 9:30 o'clock a.m. on Monday, November 4, 2019, at the Dare County Board of Commissioners Meeting Room in Manteo, North Carolina.

Adopted this the 7th day of October, 2019.

Robert Woodard, Chairman

Attest:

Cheryl C. Anby, Clerk to the Board

| Leslie Lane Property Owners | | | | | |
|---|-------------------------------|---|----------------------|-----------------------|----|
| Owner Name | Leslie Lane Address | Mailing Address | Parcel Number | Connection Fee | |
| Jai M. Mastro | 40195 Leslie Lane, Avon 27915 | PO Box 825, Avon, NC 27915 | 14606000 | Paid | 1 |
| Robert G. & Steven E. Myers | 40191 Leslie Lane, Avon 27915 | 14 Woodlawn Drive, Bethel, CT 06801 | 14607000 | Paid | 2 |
| Christopher Grubbs | 40193 Leslie Lane, Avon 27915 | 6409 Diamond Court, Mechanicsville, VA 23111 | 14607003 | Paid | 3 |
| Zachary J. Watson | 40189 Leslie Lane, Avon 27915 | PO Box 475, Avon, NC 27915 | 14608000 | Paid | 4 |
| Larry G. Culpepper | 40187 Leslie Lane, Avon 27915 | 10010 White Oak Church Road, Willsons, VA 23894 | 14609000 | Paid | 5 |
| Ethan B. Palmer | 40185 Leslie Lane, Avon 27915 | 365 Mistuxet Avenue, Stonington, CT 06378 | 14610000 | Paid | 6 |
| Duane T. Woodfin | 40183 Leslie Lane, Avon 27915 | 8121 Quail Hill Road, Prince George, VA 23875 | 14611000 | Paid | 7 |
| Louis H. Hoover | 40181 Leslie Lane, Avon 27915 | PO Box 416, Avon, NC 27915 | 14612000 | Paid | 8 |
| Laura A. Billings, Laurel B. Gropper, & Paula J. Sims | 40179 Leslie Lane, Avon 27915 | 1782 Dunmore Place, Chapel Hill, NC 27517 | 14613000 | | 9 |
| Laurel B. Gropper & Matthew D. Vizithum | 40177 Leslie Lane, Avon 27915 | 135 Deer Mountain Road, Pittsboro, NC 27312 | 14614000 | | 10 |
| Daniel S. Homiak | 40175 Leslie Lane, Avon 27915 | PO Box 334, Avon, NC 27915 | 14615000 | Paid | 11 |
| Daniel S. Homiak | 40176 Leslie Lane, Avon 27915 | PO Box 334, Avon, NC 27915 | 14616000 | | 12 |
| Betty L. Horan, William L. Horan, & Richard W. Lewis | 40178 Leslie Lane, Avon 27915 | PO Box 478, Avon, NC 27915 | 14617000 | | 13 |
| William R. Jones | 40180 Leslie Lane, Avon 27915 | 3213 Lynnhurst Blvd, Chesapeake, VA 23321 | 14618000 | | 14 |
| Thomas W. Long | 40182 Leslie Lane, Avon 27915 | 446 Mountain View Drive, Staunton, VA 24401 | 14619000 | | 15 |
| Thomas W. Long | 40184 Leslie Lane, Avon 27915 | 446 Mountain View Drive, Staunton, VA 24401 | 14620000 | | 16 |
| Thomas W. Long | 40186 Leslie Lane, Avon 27915 | 446 Mountain View Drive, Staunton, VA 24401 | 14621000 | | 17 |
| David L. Sorokacs | 40188 Leslie Lane, Avon 27915 | 142 Reaghard Drive, Cheswick, PA 15024 | 14622000 | Paid | 18 |
| Elizabeth L. Mayle | 40190 Leslie Lane, Avon 27915 | PO Box 275, Avon, NC 27915 | 14623000 | Paid | 19 |
| Edmund Hubbard Sr. Trustee Johnston | 40192 Leslie Lane, Avon 27915 | 7014 Courtyard Way, Haymarket, VA 20169 | 14624000 | Paid | 20 |
| Faye Copeland | 40194 Leslie Lane, Avon 27915 | 317 Blanchards Landing Rd, Windsor, NC 27983 | 14927000 | Paid | 21 |
| David M. Muir | 40196 Leslie Lane, Avon 27915 | 146 Sentinel Ridge Ln, Stafford, VA 22554 | 14627001 | | 22 |

LESLIE LANE WATERLINE EXTENSION PROJECT COST - June 18, 2019

- I. TIMMONS GROUP ENGINEERING: DESIGN, PERMITTING, INSPECTION & CERTIFICATION, **\$6,700**
- II. DARE COUNTY: BID AND CONSTRUCTION PHASES, INHOUSE.
- III. HATCHELL CONCRETE, INC. PROJECT CONSTRUCTION, **\$101,240***
 *SECOND LOWEST BIDDER: ENVIRO-TECH \$112,875
- IV. CONTINGENCY 5% OF BID AMOUNT, **\$5,060**

TOTAL FOR PROJECT = \$113,000

ASSESSMENT COST, **\$5,136.36****

3/4" CONNECTION COST, **\$2,852.00**

TOTAL COST w/PAID CONNECTION FEE, **\$5,136.36**

**BASED ON 22 CONNECTIONS

TOTAL COST w/ASSESSMENT & CONNECTION FEE, **\$7,988.36**





Text Amendment to the C-3 zoning district

Description

A request to amend the C-3 zoning district to allow for commercial storage yards as an permitted use has been submitted by Brent Johnson. A detailed staff memo and supporting documents are attached.

Board Action Requested

A public hearing be scheduled for 5:30pm on October 21, 2019

Item Presenter

Noah Gillam, Assistant Planning Director

MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS

FROM: Noah Gillam

RE: C-3 Text Amendment to add Commercial Storage Yards

DATE: October 7, 2019

Brent Johnson has submitted a zoning amendment request to amend the C-3 zoning district. Mr. Johnson is seeking the addition of Commercial Storage Yards to the list of uses offered in the areas zoned C-3. The C-3 district applies to portions of Roanoke Island, Avon and Buxton, and is intended to provide for the development of commercial facilities to furnish a broad range of services and commodities to serve the entire community. Any text amendment to the C-3 district would apply to all lands zoned C-3 in Avon, Buxton, and on Roanoke Island.

The C-3 district offers a broad range of commercial uses including those allowed in the C-2 district; I have included a copy of the C-3 and C-2 regulations for the boards review. The Dare County Zoning Ordinance already defines commercial storage yards as follows: An open site that provides space for a fee for the storage of boats and boat trailers; recreational vehicles, travel trailers, and campers; automobiles; utility trailers; contractors' towable storage trailers, and similar types of vehicles and equipment. This does not include the dry-stack storage of boats. The current permitted uses in the C-3 already allow for uses that are more intensive, such as boat engine repair and maintenance, vehicle storage impoundment facilities, and biodiesel fuel production.

Mr. Johnson currently operates a business on a C-3 parcel. The site offers a large fenced in area in rear that would accommodate the commercial storage yard. Mr. Johnson has provided a letter from the owners of the property granting him permission to operate such commercial storage yard provided the text amendment is approved. I have included a copy of the letter for the boards review.

The 2009 Dare County Land Use Plan includes three policies under Commercial Development heading that are pertinent to this proposed text amendment. A copy of this information is attached with the staff memorandum. LUC #5 encourages the

continued existence of locally- owned businesses in unincorporated Dare County. LUC#6 addresses the scope of commercial development and the use of gross floor area limitations to manage the size of commercial development. LUC#7 encourages the adaptation of franchise building design standards to reflect the coastal village atmosphere of Dare County. This proposed text amendment does not seem incompatible with policies listed.

The Dare County Planning Board reviewed the text amendment at their September 9, 2019 meeting. The Planning Board found that the proposed text amendment is consistent with the 2009 Dare County Land Use Plan. The recommend proposed text amendment is attached to this memo for the Boards review. Staff recommends that a public hearing be scheduled for the October 21, 2019 Board meeting.

Draft Motion- *“I move that a public hearing be scheduled for 5:30pm on October 21, 2019.”*

Staff recommends using language that is currently used in the Skyco Neighborhood Commercial district that allows for Commercial Storage Yards. The following language is suggested:

Permitted Uses:

Commercial storage yards as defined in Section 22-2 provided the following conditions are met:

a. Storage areas shall be enclosed with fencing for security purposes. Such fencing shall be at least 6 feet in height but shall not exceed 10 feet in height. The security fencing shall be maintained as needed by the property owner.

b. A vegetative buffer in addition to the security fencing shall be installed and perpetually maintained where the storage yard abuts a residential zone or a residential use to the side or the rear of the site. The vegetative buffer shall be of a sufficient size and height to effectively buffer the site from the abutting residential zone or residential use. A plan detailing the type, size, and species of vegetation proposed for use as a buffer shall be provided to the Zoning Administrator for review and approval. Existing on-site vegetation may be used if deemed to be sufficient by the Zoning Administrator.

c. There shall be no storage of inoperable or junked vehicles and equipment; unoccupied mobile (manufactured) homes; unattached flatbed trailers or container-type trailers designed for connection to tractor-trailer trucks; or large pieces of equipment used in dredging operations, road construction, and other industrial uses. Any vehicle or trailer stored on the site shall have a valid license plate and/or valid owner registration.

d. No recreational vehicles, travel trailers, or campers stored on the site shall be occupied or used for habitation while stored at the site.

e. All vehicles and equipment stored on the site shall be locked, enclosed or otherwise fashioned to such an extent that it is impossible for a child to obtain access or be entrapped in such vehicle or equipment.

f. There shall be no bulk storage of fuel, paint, or other combustible or hazardous materials at the site.

Zoning Amendment Petition Application



A. APPLICANT INFORMATION

NAME: Brent Johnson TELEPHONE: 757-897-6625
ADDRESS: 728 US Hwy 64 COMMUNITY: Dare Unincorporated
Manteo, NC 27954

B. PRESENT ZONING CLASSIFICATION: C-3

C. REQUESTED ZONING CHANGE: Permitted use Commercial Storage yard

D. EXPLANATION OF REQUEST: _____

E. ATTACHED IS THE FOLLOWING DATA AS REQUESTED:

- ❖ 12 COPIES OF THE PLAT OR SURVEY OF PROPERTY TO BE CONSIDERED.
- ❖ CHECK IN THE AMOUNT OF FOUR HUNDRED \$400.00 MADE PAYABLE TO THE DARE COUNTY PLANNING DEPARTMENT. WE UNDERSTAND THAT ADVERTISING COST MAY BE FORWARDED TO US AT A LATER DATE.
- ❖ A LIST OF NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS VERIFIED BY PIN# AS LISTED ON THE DARE COUNTY TAX RECORDS.

We, I, Brent Johnson understand that Section 22.83 and Section 22.84 require a fee of four hundred (\$400.00), plus the cost of the required legal advertisement, to be paid to the County with the application to cover the costs of advertising and other administrative expenses involved.

7/31/19
Date of application

[Signature]
Name of applicant (signature in full)
Brent Johnson
Printed Name of applicant

Dare County, NC Code of Ordinances

SECTION 22-26 - C-3 COMMERCIAL DISTRICT

The following regulations shall apply to the C-3 commercial district:

(a) Intent. The C-3 district is established to provide for the development of commercial facilities to furnish a broad range of services and commodities to serve the entire community.

(b) Permitted uses. The following uses shall be permitted by right:

(1) All permitted uses allowed within the C-2 general commercial district. The maximum dwelling density for multifamily structures shall not exceed six units per acre south of Oregon Inlet and shall not exceed eight units per acre north of Oregon Inlet. These density standards were amended by the Dare County Board of Commissioners on December 3, 2003 from the previous dwelling density of 10 units per acre to the 6/8 standard.

- (2) Automobile sales and service.
- (3) Indoor recreation activities.
- (4) Building supply and equipment sales.
- (5) Plumbing supply and equipment sales.
- (6) Cabinet and woodworking shops.
- (7) Bus terminals.
- (8) Building contractors offices and storage areas.
- (9) Farm machinery supplies, sales and repairs.
- (10) Mobile home or recreational vehicle display and sales.
- (11) Boat display and sales.
- (12) County owned or leased facilities.
- (13) Boat engine repair and boat maintenance. (Adopted 5-2-2011)

(c) Conditional Uses. The following conditional uses shall be permitted, subject to the requirements of this district and additional regulations and requirements imposed by the Board of Commissioners as provided in Article IX of this chapter or Chapter 152 of this code:

(1) Automobile service stations; provided that no principal or accessory building shall be located within fifty feet of a residential use or district, that there shall be not storage of wrecked or abandoned cars and that no portion of a service station building, equipment or gas pumps shall be nearer than twenty-five feet to any right-of-way.

- (2) Public and private utility facilities.
- (3) Seafood market.

(4) Outdoor recreation activities. Outdoor recreation activities, including amusement parks, rides and other similar activities, may be permitted subject to other requirements of this chapter and provided the following conditions are met:

a. The site shall not be located closer than 500 feet to any land suitable for development and zoned residential.

b. Paved parking shall be provided at the rate of one parking space per 200 square feet of principal use ground area plus one for each two employees.

c. Holding lanes shall be provided on the site for automobiles entering and leaving the site to minimize traffic congestion on public roads.

d. Lighting shall be arranged and shielded so that light and glare is directed away from surrounding property.

e. Loudspeakers or sound amplification devices which are audible over 100 hundred feet from the site shall not be permitted.

The entire site shall be buffered by dense vegetative planting or natural vegetation not less than eight feet in height and ten feet in width. Suitable plant types for a site not containing natural vegetation shall be those recommended for the coastal area by the U.S. Department of Agriculture, such as Japanese Pine, Bayberry, Wax Myrtle or other types, which will reach a matured growth of eight to ten feet within three years.

(5) Biodiesel fuel production, subject to the following conditions and additional regulations and requirements imposed by the Dare County Board of Commissioners as provided in Article IX of this chapter or Chapter 152 of this code:

a. A structure, of suitable size to house all production equipment shall be approved by the Dare County Health Department, Building Inspector and Fire Marshal;

b. All production facilities including structures, storage tanks, equipment and other appurtenances shall conform with setbacks established for primary use structures;

c. Verification from the U.S. Environmental Protection Agency, and all other applicable agencies, shall be submitted to indicate that all environmental requirements have been met;

d. The facility shall be registered with the North Carolina Department of Revenue;

e. The developer shall verify that production waste will be disposed of with a suitable disposal service or facility;

f. Reactor size shall not exceed a 700 gallon capacity. Assurance of reactor size shall be provided by the manufacturer and/or registered engineer;

g. Fuel production shall not exceed 500 gallons per week;

h. A 5 foot wide vegetative buffer is required along those property boundaries adjacent to a residential use or district; and

i. A 15 foot wide, improved access shall be provided to the site. (Adopted 12-1-2008)

(6) Vehicle storage impoundment facility provided the following conditions are met:

a. Vehicles shall only be stored on a short-term basis which is defined as 60 consecutive days

for the purpose of this regulation.

b. A vehicle storage impoundment facility shall be located on a site no greater than 40,000 square feet in area.

c. Storage areas shall be enclosed with fencing for security purposes. Such fencing shall be 8 feet in height. If chain link fencing is approved for use by Dare County, then such fencing shall include slatting within the fence openings in the same color as the fence material. The security fencing shall be maintained as needed by the property owner. Solid fencing may be required by Dare County as determined during conditional use review of the site based on the existing land uses adjacent to the proposed vehicle storage impoundment facility.

d. A vegetative buffer in addition to the security fencing shall be installed and perpetually maintained where the storage yard abuts a residential zone or a residential use to the side or rear of the site. The vegetative buffer shall be of a sufficient size and height to effectively buffer the site from the abutting residential zone or residential use. Existing vegetation may be used if of sufficient size to effectively buffer the site. If existing vegetation cannot be used, then a plan detailing the type, size and species of vegetation proposed for use as a buffer shall be provided to the Zoning Administrator for review and approval. The vegetative buffer shall be maintained as needed by the property owner. Solid fencing of wood or other solid materials may be required by Dare County.

e. All vehicle storage areas and buffers shall be located a minimum distance of 100 feet from the front property line of any property that abuts US Highway 64 on Roanoke Island or abuts NC 12 Highway on Hatteras Island shall be established. All other sites that do not abut these highways shall be subject to the front yard setback of 15 feet as established for the C-3 district.

f. All vehicles stored on the site shall be locked, enclosed or otherwise secured to such an extent that it is impossible for a child to obtain access or be entrapped in a vehicle.

g. The location of all proposed light fixtures shall be depicted on a site plan. Lighting fixtures shall be located on the site and designed, shielded, or oriented in such a manner as to minimize light spill across property lines. No light fixture shall exceed 18 feet in height and the maximum allowable footcandle from any light fixture shall not exceed a maximum of 8 footcandles. Documentation certifying the footcandle rating of any proposed light fixtures shall be submitted with the site plan. It shall be the responsibility of the property owner to ensure that all light fixtures are maintained to ensure compliance with the footcandle rating. (Adopted 1-22-2013)

(d) Dimensional requirements:

(1) Minimum lot size: Commercial lots shall be of sufficient size to meet requirements of the County Health Department, to provide adequate siting for structures and to provide parking, loading and maneuvering space for vehicles as required by Article VII of this chapter. In addition, a visual buffer is required where a commercial use or zone abuts a residential use or zone.

(2) Minimum front yard: 15-feet.

(3) Minimum side yard: 10-feet; no side yards required if commercial building constructed with a common wall. An additional 5-foot yard adjacent to the street is required for a corner lot.

(4) Minimum rear yard: 20-feet.

(5) Maximum allowable lot coverage by principal use and all accessory structures: 60%.

(6) Height limitation: 35 feet.

(11-20-75, art. 7, 7.11, 2-6-78, 2, 3, 6.)

(7) Maximum gross building size: 20,000 square feet excluding decks, porches and similar non-heated space. Non-heated space including decks and porches shall not be used as retail space for the display of goods, or other commercial activities.

Group developments with a maximum area of 20,000 square feet per individual building, excluding decks and porches.

This gross building size limitation shall not apply to hotels and/or motels.

(Adopted by the Dare County Board of Commissioners on May 6, 2002)

(8) In the event a natural disaster or accidental occurrence leads to extensive damage (in excess of 50% value) of a structure or group development project in existence prior to May 6, 2002, such structure or group development may be repaired, replaced or reconstructed to 100% of its status prior to damage or destruction but no greater unless otherwise authorized by the Dare County Board of Commissioners.

(Adopted 2-19-07)

SECTION 22-25 -C-2 GENERAL COMMERCIAL DISTRICT

The following regulations shall apply to the C-2 general commercial district:

(a) Intent. The C-2 district is established to provide for the proper grouping and development of commercial facilities to serve permanent residents and the general public.

(b) Permitted uses. The following uses shall be permitted by right:

(1) Offices, including such uses as:

- a. Business.
- b. Financial.
- c. Governmental.
- d. Medical and professional.

(2) Primary retail stores, including such uses as:

- a. Books.
- b. Cameras.
- c. Candy.
- d. Clothing.
- e. Craft goods.
- f. Dry goods.
- g. Drugs.
- h. Flowers.
- i. Gifts.
- j. Hardware.
- k. Hobby goods.
- l. Jewelry.
- m. Leather goods.
- n. Magazines.
- o. Musical instruments.
- p. Notions.
- q. Sporting goods.
- r. Toys.
- s. Food stores.

(3) Secondary retail stores, including such uses as:

- a. Antiques.
- b. Household appliances.
- c. Boat display and sales.

(4) Service establishments, including such uses as:

- a. Barber and beauty shops.
- b. Marinas.
- c. Cafeterias.
- d. Churches.
- e. Dry cleaning and laundry pick-up stations, including laundromats.
- f. Funeral homes.
- g. Motels and hotels.
- h. Parking lots.
- i. Radio and television broadcasting studios.
- j. Restaurants.
- k. Shoe repair.
- l. Theaters.
- m. Family child-care homes as defined in section 22-2. (Adopted 11-5-90)
- n. Residential child care centers as defined in section 22-2. (Adopted 11-5-90)
- o. Commercial child-care centers as defined in section 22-2. (Adopted 11-5-90)
- p. Food stands and mobile food units. (Adopted 3-19-2018)

(5) Single-family dwellings, multi-family dwellings and duplexes, according to the dimensional requirements of the R-3 residential district. (Amended 10-15-2018)

- (6) Public and private schools.
- (7) County owned or leased facilities.
- (8) Fire stations and other public buildings. (Adopted 5-16-11)
- (9) Indoor recreation uses. (Adopted 12-20-16)
- (10) Accessory dwelling units. (Adopted 10-15-2018)

(c) Conditional Uses. The following conditional uses shall be permitted subject to the requirements of this district and additional regulations and requirements imposed by the Board of Commissioners as provided in Article IX of this chapter or Chapter 152 of this code:

(1) Automobile service stations; provided, that no principal or accessory building shall be located within fifty feet of a residential use or district, that there shall be no storage of wrecked or abandoned cars and that no portion of a service station building, equipment or gas pumps shall be nearer than twenty-five feet to any right-of-way.

- (2) Public and private utility facilities.

(3) Seafood market.

(d) Dimensional requirements.

1. Minimum lot size: Commercial lots shall be of sufficient size to meet the requirements of the County Health Department, to provide adequate siting for structures and to provide parking, loading and maneuvering space for vehicles as required by Article VII of this chapter. In addition, a visual buffer is required where a commercial use or zone abuts a residential use or zone.

2. Minimum front yard: 15 feet.

3. Minimum side yard: 10 feet. No side yard required if commercial building constructed with a common wall. An additional 5-foot yard adjacent to the street is required for a corner lot.

4. Minimum rear yard: 20 feet.

5. Maximum allowable lot coverage by principal use and all accessory structures: 60%.

6. Height limitation: 35 feet.

7. No building or other facility, such as parking areas, incinerators, trash collection areas, etc., shall be located nearer than 50 feet to boundaries of RS-1 districts. The width of a road and its right-of-way along such boundary may be included as part of all of the 50 foot separation zone.

(11-20-75) art. 7, 7.10, 2-6-78, 3.)

8. Maximum gross building size: 20,000 square feet excluding decks, porches, and similar non-heated space. Non-heated space including decks and porches shall not be used as retail space, for the display of goods, or other commercial activities.

Group developments with a maximum area of 20,000 square feet per individual building, excluding decks and porches. This gross building size limitation shall not apply to hotels and/or motels.

(Adopted by the DCBC on May 6, 2002)

9. In the event a natural disaster or accidental occurrence leads to extensive damage (in excess of 50% value) of a structure or group development project in existence prior to May 6, 2002, such structure or group development may be repaired, replaced or reconstructed to 100% of its status prior to damage or destruction but no greater unless otherwise authorized by the Dare County Board of Commissioners.

(Adopted 2-19-07)

10. Commercial group developments constructed prior to October 20, 1992 which are served by a centralized wastewater treatment system that could not be built under the terms of this chapter by reason of restrictions on lot coverage, height, yards, location, and off-street parking shall be allowed to continue in operation subject to the following provisions:

a. No structure which is part of the commercial group development shall be enlarged, replaced, or externally altered in a manner that increases any non-conforming aspect of the structure and/or the commercial group development site. However, any such structure may be externally altered or replaced if such redevelopment activity results in a decrease of its nonconforming status. For the purposes of this section, externally altered shall not be interpreted to prevent painting of the exterior, replacement of exterior materials, or other cosmetic changes or maintenance to the structure or portions thereof. This shall not apply to interior alterations, remodeling, or other improvements made to internal portions of any structure located on the commercial group development site.

b. A decrease of 10% of the existing lot coverage shall be required for that portion of the commercial group development site on which the structure to be altered or replaced is located.

c. The off-street parking requirements of section 22-56 shall only be applied to that portion of the commercial group development

site where the structure proposed for alternation or replacement is located. No other changes in the parking ratio for the remaining structures or portions of the commercial group development shall be required as a result of the redevelopment activities.

d. A subdivision of the land occupied by the commercial group development may be authorized by Dare County if such subdivision of land meets the required minimum lot size in effect at the time of the proposed subdivision of the commercial group development site. Redevelopment activities on any lot created by such subdivision of land shall be subject to the provisions of subsections a. - c. above. (Adopted 1-6-14)

CARTER-JONES COMPANIES

(A MICHIGAN CORPORATION)

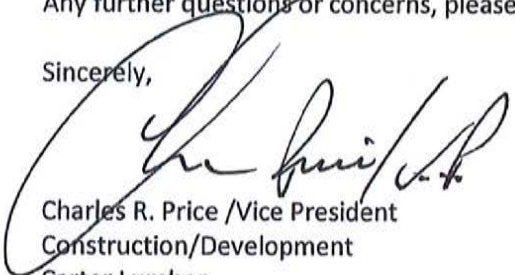
8/5/19

To Dare County,

Carter Lumber of the South, Inc, owner of 728 US Hwy 64, Manteo, NC 27954 supports Brent Johnson and Jumpmasters Trampoline Parks request to add the use of "Commercial Storage Yard" to the C-3 zoning allowable usage.

Any further questions or concerns, please feel free to contact me at the number below.

Sincerely,



Charles R. Price /Vice President
Construction/Development
Carter Lumber
601 Tallmadge Road
Kent, Ohio 44240

Commercial Development

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

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

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

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

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

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

Policy LUC #5

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

Implementation Strategy:

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

Policy LUC #6

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

Policy LUC #7

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

Implementation Strategies:

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

Re-development

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

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

Policy LUC #8:

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



Legally Binding Authority Request with Apple, Inc.

Description

To allow the Dare County IT Director to execute a Legally Binding Agreement with Apple, Inc. to establish Enterprise Development Accounts. These accounts would allow Dare County the ability to develop applications for all Apple Platforms. These applications can then be distributed internally throughout the County or the General Public.

Board Action Requested

Grant authority for the Dare County IT Director to execute the agreement.

Item Presenter

Robert Outten, County Manager
Matthew Hester, IT Director

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("APPLE") STATING THE TERMS THAT GOVERN YOUR PARTICIPATION AS AN APPLE DEVELOPER. PLEASE READ THIS APPLE DEVELOPER AGREEMENT ("AGREEMENT") BEFORE PRESSING THE "AGREE" BUTTON AND CHECKING THE BOX AT THE BOTTOM OF THIS PAGE. BY PRESSING "AGREE," YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PRESS "CANCEL".

Apple Developer Agreement

1. Relationship With Apple; Apple ID and Password. You understand and agree that by registering with Apple to become an Apple Developer ("**Apple Developer**"), no legal partnership or agency relationship is created between you and Apple. You agree not to represent otherwise. You also certify that you are at least thirteen years of age and you represent that you are legally permitted to register as an Apple Developer. This Agreement is void where prohibited by law and the right to register as an Apple Developer is not granted in such jurisdictions. Unless otherwise agreed or permitted by Apple in writing, you cannot share or transfer any benefits you receive from Apple in connection with being an Apple Developer. The Apple ID and password you use to log into your Apple Developer account cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of your Apple ID and password and for any activity in connection with your account.

2. Developer Benefits. As an Apple Developer, you may have the opportunity to attend certain Apple developer conferences, technical talks, and other events (including online or electronic broadcasts of such events) ("**Apple Events**"). In addition, Apple may offer to provide you with certain services ("**Services**"), as described more fully herein and on the Apple Developer web pages ("**Site**"), solely for your own use in connection with your participation as an Apple Developer. Services may include, but not be limited to, any services Apple offers at Apple Events or on the Site as well as the offering of any content or materials displayed on the Site ("**Content**"). Apple may change, suspend or discontinue providing the Services, Site and Content to you at any time, and may impose limits on certain features and materials offered or restrict your access to parts or all of such materials without notice or liability.

3. Restrictions. You agree not to exploit the Site, or any Services, Apple Events or Content provided to you by Apple as an Apple Developer, in any unauthorized way, including but not limited to, by trespass, burdening network capacity or using the Services, Site or Content other than for authorized purposes. Copyright and other intellectual property laws protect the Site and Content provided to you, and you agree to abide by and maintain all notices, license information, and restrictions contained therein. Unless expressly permitted herein or otherwise permitted in a separate agreement with Apple, you may not modify, publish, network, rent, lease, loan, transmit, sell, participate in the transfer or sale of, reproduce, create derivative works based on, redistribute, perform, display, or in any way exploit any of the Site, Content or Services. You may not decompile, reverse engineer, disassemble, or attempt to derive the source code of any software or security components of the Services, Site, or Content (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by any licensing terms accompanying the foregoing). Use of the Site, Content or Services to violate, tamper with, or circumvent the security of any computer network, software, passwords, encryption codes, technological protection measures, or to otherwise engage in any kind of illegal activity, or to enable others to do so, is expressly prohibited. Apple retains ownership of all its rights in the Site, Content, Apple Events and Services, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property.

4. Confidentiality. Except as otherwise set forth herein, you agree that any Apple pre-release software, services, and/or hardware (including related documentation and materials) provided to you as an Apple Developer ("**Pre-Release Materials**") and any information disclosed

by Apple to you in connection with Apple Events will be considered and referred to as “**Apple Confidential Information**”.

Notwithstanding the foregoing, Apple Confidential Information will not include: (a) information that is generally and legitimately available to the public through no fault or breach of yours; (b) information that is generally made available to the public by Apple; (c) information that is independently developed by you without the use of any Apple Confidential Information; (d) information that was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation; or (e) any third party software and/or documentation provided to you by Apple and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation. Further, Apple agrees that you will not be bound by the foregoing confidentiality terms with regard to technical information about Apple pre-release software, services and/or hardware disclosed by Apple at WWDC (Apple’s Worldwide Developers Conference), except that you may not post screen shots of, write public reviews of, or redistribute any such materials.

5. Nondisclosure and Nonuse of Apple Confidential Information. Unless otherwise expressly agreed or permitted in writing by Apple, you agree not to disclose, publish, or disseminate any Apple Confidential Information to anyone other than to other Apple Developers who are employees and contractors working for the same entity as you and then only to the extent that Apple does not otherwise prohibit such disclosure. Except for your authorized purposes as an Apple Developer or as otherwise expressly agreed or permitted by Apple in writing, you agree not to use Apple Confidential Information in any way, including, without limitation, for your own or any third party’s benefit without the prior written approval of an authorized representative of Apple in each instance. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Apple Confidential Information. You acknowledge that unauthorized disclosure or use of Apple Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, you agree that Apple will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies it may have. If you are required by law, regulation or pursuant to the valid binding order of a court of competent jurisdiction to disclose Apple Confidential Information, you may make such disclosure, but only if you have notified Apple before making such disclosure and have used commercially reasonable efforts to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve you of your obligations to hold such information as Apple Confidential Information.

6. Confidential Pre-Release Materials License and Restrictions. If Apple provides you with Pre-Release Materials, then subject to your compliance with the terms and conditions of this Agreement, Apple hereby grants you a nonexclusive, nontransferable, right and license to use the Pre-Release Materials only for the limited purposes set forth in this Section 6; provided however that if such Pre-Release Materials are subject to a separate license agreement, you agree that the license agreement accompanying such materials in addition to Sections 4 and 5 of this Agreement shall also govern your use of the Pre-Release Materials. You further agree that in the event of any inconsistency between Section 4 and 5 of this Agreement and the confidentiality restrictions in the license agreement, the license agreement shall govern. You agree not to use the Pre-Release Materials for any purpose other than testing and/or development by you of a product designed to operate in combination with the same operating system for which the Pre-Release Materials are designed. This Agreement does not grant you any right or license to incorporate or make use of any Apple intellectual property (including for example and without limitation, trade secrets, patents, copyrights, trademarks and industrial designs) in any product. Except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property. You agree not to decompile, reverse engineer, disassemble, or otherwise reduce the Pre-Release Materials to a human-perceivable form, and you will not modify, network, rent, lease, transmit, sell, or loan the Pre-Release Materials in whole or in part.

7. Developer Content License and Restrictions. As an Apple Developer, you may have access to certain proprietary content (including, without limitation, video presentations and audio recordings) that Apple may make available to you from time to time (“**Content**”). Content shall be considered Apple Confidential Information, unless otherwise agreed or permitted in writing by Apple. You may not share the Content with anyone, including, without limitation, employees and contractors working for the same entity as you, regardless of whether they are Apple Developers, unless otherwise expressly permitted by Apple. Subject to these terms and conditions, Apple grants you a personal and nontransferable license to access and use the Content for authorized purposes as an Apple Developer; provided that you may only download one (1) copy of the Content and such download must be completed within the time period specified by Apple for such download. Except as expressly permitted by Apple, you shall not modify, translate, reproduce, distribute, or create derivative works of the Content or any part thereof. You shall not rent, lease, loan, sell, sublicense, assign or otherwise transfer any rights in the Content. Apple and/or Apple’s licensor(s) retain ownership of the Content itself and any copies or portions thereof. The Content is licensed, not sold, to you by Apple for use only under this Agreement, and Apple reserves all rights not expressly granted to you. Your rights under this license to use and access the Content will terminate automatically without notice from Apple if you fail to comply with any of these provisions.

8. Compatibility Labs; Developer Technical Support (DTS). As an Apple Developer, you may have access to Apple’s software and/or hardware compatibility testing and development labs (“**Labs**”) and/or developer technical support incidents (“**DTS Services**”) that Apple may make available to you from time to time as an Apple developer benefit or for a separate fee. You agree that all use of such Labs and DTS Services will be in accordance with Apple’s usage policies for such services, which are subject to change from time to time, with or without prior notice to you. Without limiting the foregoing, Apple may post on the Site and/or send an email to you with notices of such changes. It is your responsibility to review the Site and/or check your email address registered with Apple for any such notices. You agree that Apple shall not be liable to you or any third party for any modification or cessation of such services. As part of the DTS Services, Apple may supply you with certain code snippets, sample code, software, and other materials (“**Materials**”). You agree that any Materials that Apple provides as part of the DTS Services are licensed to you and shall be used by you only in accordance with the terms and conditions accompanying the Materials. Apple retains ownership of all of its right, title and interest in such Materials and no other rights or licenses are granted or to be implied under any Apple intellectual property. You have no right to copy, decompile, reverse engineer, sublicense or otherwise distribute such Materials, except as may be expressly provided in the terms and conditions accompanying the Materials. **YOU AGREE THAT WHEN REQUESTING AND RECEIVING TECHNICAL SUPPORT FROM DTS SERVICES, YOU WILL NOT PROVIDE APPLE WITH ANY INFORMATION, INCLUDING THAT INCORPORATED IN YOUR SOFTWARE, THAT IS CONFIDENTIAL TO YOU OR ANY THIRD PARTY. YOU AGREE THAT ANY NOTICE, LEGEND, OR LABEL TO THE CONTRARY CONTAINED IN ANY SUCH MATERIALS PROVIDED BY YOU TO APPLE SHALL BE WITHOUT EFFECT. APPLE SHALL BE FREE TO USE ALL SUCH INFORMATION IT RECEIVES FROM YOU IN ANY MANNER IT DEEMS APPROPRIATE, SUBJECT TO ANY APPLICABLE PATENTS OR COPYRIGHTS.** Apple reserves the right to reject a request for access to Labs or for DTS Services at any time and for any reason, in which event Apple may credit you for the rejected lab or support request. You shall be solely responsible for any restoration of lost or altered files, data, programs or other materials provided.

9. Amendment; Communication. Apple reserves the right, at its discretion, to modify this Agreement, including any rules and policies at any time. You will be responsible for reviewing and becoming familiar with any such modifications (including new terms, updates, revisions, supplements, modifications, and additional rules, policies, terms and conditions)(“**Additional Terms**”) communicated to you by Apple. All Additional Terms are hereby incorporated into this Agreement by this reference and your continued use of the Site will indicate your acceptance of any Additional Terms. In addition, Apple may be sending communications to you from time to time. Such communications may be in the form of phone calls and/or emails and may include, but not be

limited to, membership information, marketing materials, technical information, and updates and/or changes regarding your participation as an Apple Developer. By agreeing to this Agreement, you consent that Apple may provide you with such communications.

10. Term and Termination. Apple may terminate or suspend you as a registered Apple Developer at any time in Apple's sole discretion. If Apple terminates you as a registered Apple Developer, Apple reserves the right to deny your reapplication at any time in Apple's sole discretion. You may terminate your participation as a registered Apple Developer at any time, for any reason, by notifying Apple in writing of your intent to do so. Upon any termination or, at Apple's discretion, suspension, all rights and licenses granted to you by Apple will cease, including your right to access the Site, and you agree to destroy any and all Apple Confidential Information that is in your possession or control. At Apple's request, you agree to provide certification of such destruction to Apple. No refund or partial refund of any fees paid hereunder or any other fees will be made for any reason. Following termination of this Agreement, Sections 1, 3-5, 7 (but only for so long as the duration specified by Apple for such usage), 10-19 shall continue to bind the parties.

11. Apple Independent Development. Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any other products, software or technologies that you may develop, produce, market, or distribute. In the absence of a separate written agreement to the contrary, Apple will be free to use any information, suggestions or recommendations you provide to Apple pursuant to this Agreement for any purpose, subject to any applicable patents or copyrights.

12. Use Of Apple Trademarks, Logos, etc. You agree to follow Apple's trademark and copyright guidelines as published at: www.apple.com/legal/guidelinesfor3rdparties.html ("**Guidelines**") and as may be modified from time to time. You agree not to use the marks "Apple," the Apple Logo, "Mac", "iPhone," "iPod touch" or any other marks belonging or licensed to Apple in any way except as expressly authorized in writing by Apple in each instance or as permitted in Apple's Guidelines. You agree that all goodwill arising out of your authorized use of Apple's marks shall inure to the benefit of and belong to Apple.

13. No Warranty. APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS (COLLECTIVELY, "**APPLE**" FOR PURPOSES OF THIS SECTION 13 AND 14) DO NOT PROMISE THAT THE SITE, CONTENT, SERVICES (INCLUDING, FUNCTIONALITY OR FEATURES OF THE FOREGOING), LABS, DTS SERVICES, OR ANY OTHER INFORMATION OR MATERIALS THAT YOU RECEIVE HEREUNDER AS AN APPLE DEVELOPER (COLLECTIVELY, THE "**SERVICE**" FOR PURPOSES OF THIS SECTION 13 AND 14) WILL BE ACCURATE, RELIABLE, TIMELY, SECURE, ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND THE SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE. APPLE CANNOT ENSURE THAT ANY CONTENT (INCLUDING FILES, INFORMATION OR OTHER DATA) YOU ACCESS OR DOWNLOAD FROM THE SERVICE WILL BE FREE OF VIRUSES, CONTAMINATION OR DESTRUCTIVE FEATURES. FURTHER, APPLE DOES NOT GUARANTEE ANY RESULTS OR IDENTIFICATION OR CORRECTION OF PROBLEMS AS PART OF THE SERVICE AND APPLE DISCLAIMS ANY LIABILITY RELATED THERETO. APPLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPLE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE. YOU ASSUME TOTAL RESPONSIBILITY AND ALL RISKS FOR YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OBTAINED THEREON. YOUR SOLE REMEDY AGAINST APPLE FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. TO THE EXTENT THAT APPLE MAKES ANY PRE-RELEASE SOFTWARE,

HARDWARE OR OTHER PRODUCTS, SERVICES OR INFORMATION RELATED THERETO AVAILABLE TO YOU AS AN APPLE DEVELOPER, YOU UNDERSTAND THAT APPLE IS UNDER NO OBLIGATION TO PROVIDE UPDATES, ENHANCEMENTS, OR CORRECTIONS, OR TO NOTIFY YOU OF ANY PRODUCT OR SERVICES CHANGES THAT APPLE MAY MAKE, OR TO PUBLICLY ANNOUNCE OR INTRODUCE THE PRODUCT(S) OR SERVICE AT ANY TIME IN THE FUTURE.

14. Disclaimer of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY, FOR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, FOR BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL APPLE'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).

15. Third-Party Notices and Products. Third-party software provided by Apple to you as an Apple Developer may be accompanied by its own licensing terms, in which case such licensing terms will govern your use of that particular third-party software. Mention of third-parties and third-party products in any materials, documentation, advertising, or promotions provided to you as an Apple Developer is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third-party product specifications and descriptions are supplied by the respective vendor or supplier, and Apple shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

16. Export Control. You may not use or otherwise export or re-export any Apple Confidential Information received from Apple except as authorized by United States law and the laws of the jurisdiction in which the Apple Confidential Information was obtained. In particular, but without limitation, the Apple Confidential Information may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted party lists. By becoming an Apple Developer or using any Apple Confidential Information, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use any Apple Confidential Information for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.

17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other forum in Santa Clara County, for any disputes arising out of this Agreement.

18. Government End Users. Certain Apple Confidential Information may be considered "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer

Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

19. Miscellaneous. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement will bind your successors but may not be assigned, in whole or part, by you without the written approval of an authorized representative of Apple. Any non-conforming assignment shall be null and void. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter. No addition to or removal or modification of any of the provisions of this Agreement will be binding upon Apple unless made in writing and signed by an authorized representative of Apple. The parties hereto confirm that they have requested that this Agreement and all attachments and related documents be drafted in English. *Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.*

EA1283
6/8/15



Additional Funding Requirements South Ferry Channel Dredge Event October 2019

Description

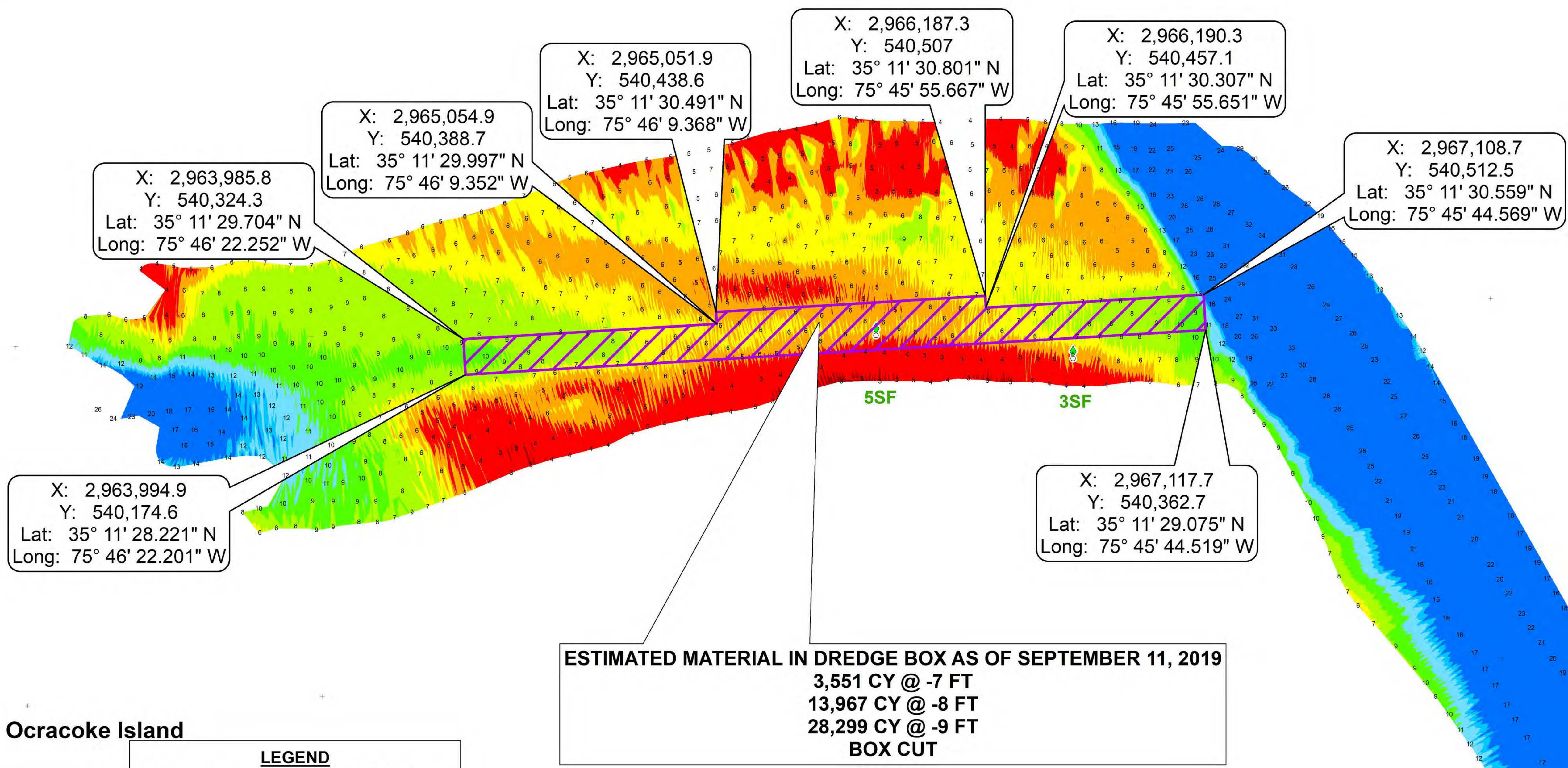
Request to approve additional funds to support the dredging of the South Ferry Channel in October 2019 due to additional shoaling as a result of Hurricane Dorian. On September 3, 2019 the Board of Commissioners approved the counties 1/4 share of \$86,925.00 to dredge 11,000 cubic yards(cy). As a result of Hurricane Dorian more shoaling has occurred requiring an additional 17,299 cy of material to be removed bringing the total project requirements to 28,299 cy. The total cost of the event is now \$617,840.00. The USACE currently has \$71,000.00 and the state submitted \$347,700.00 based on the original event. A remaining project balance of \$199,140.00 is currently outstanding. Based of the State's MOA, Dare County is required to provide 1/4 of the remaining funds totaling \$49,785.00, bringing the total Dare County contributions to \$136,710.00. The additional amount required is already budgeted in account #254571-559912

Board Action Requested

Request to approve additional funding for South Ferry Channel dredge event in October 2019 at a total amount of \$49,785.00

Item Presenter

Brent Johnson, Project Manager



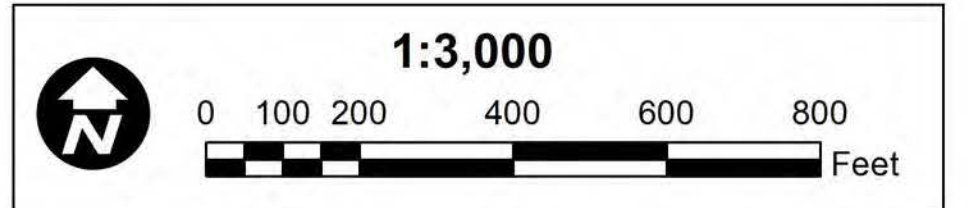
Ocracoke Island

NOTES:

- ELEVATIONS ARE IN FEET AND REFER TO NOAA'S REPORTED MEAN LOWER LOW WATER (MLLW) RELATIVE TO THE 1983-2001 TIDAL EPOCH.
- PROJECT SURVEYED WITH DISTRICT SURVEY VESSEL "KNOWLTON", USING RTK GPS HORIZONTAL POSITIONING EQUIPMENT AND 200 KHZ SOUNDING EQUIPMENT.
- HORIZONTAL DATUM NAD 1983. VERTICAL DATUM M.L.L.W..
- TIDE GAGE LOCATED AT: BOARD @ VILLAGE MARINA. USE OF TIDE VALUES FOR THIS GAGE ARE RESTRICTED TO QUALITY ASSURANCE PURPOSES FOR VERIFICATION OF RTK TIDES. THE WILMINGTON DISTRICT WILL ONLY USE STAFF GAGE TIDAL VALUES FOR FINAL MAPPING AND QUANTITY CALCULATIONS IF RTK GPS IS UNAVAILABLE AT THE TIME OF SURVEY.
- THE INFORMATION DEPICTED ON THIS SURVEY MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME. THESE CONDITIONS ARE SUBJECT TO RAPID CHANGE DUE TO SHOALING EVENTS. A PRUDENT MARINER SHOULD NOT RELY EXCLUSIVELY ON THE INFORMATION PROVIDED HERE. REQUIRED BY 33 CFR 209.325
- NAVIGATION AIDS LOCATED WITH DISTRICT SURVEY VESSEL, ACCURACY +/- 3 METERS.
- SURVEY CONDUCTED BY US ARMY CORPS OF ENGINEERS, WILMINGTON DISTRICT.

LEGEND

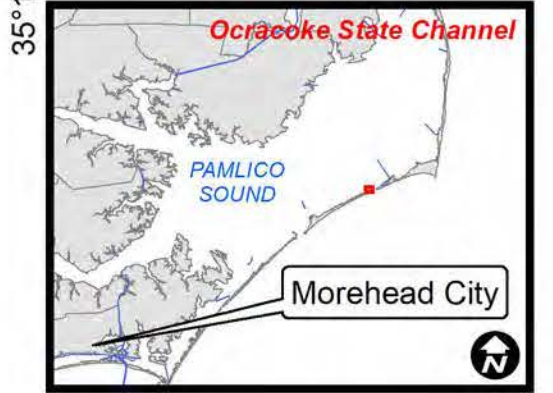
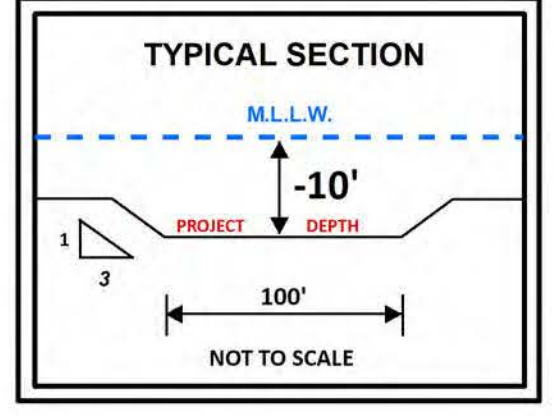
| Aids to Navigation | Symbol | Depth In Feet | Color |
|--------------------|--------------------------------|-----------------|----------------|
| Green Light | Green circle | 4 and Shallower | Red |
| Red Light | Red circle | 6 - 4 | Orange |
| Green Daybeacon | Green diamond | 7 - 6 | Yellow |
| Red Daybeacon | Red diamond | 8 - 7 | Light Green |
| Green Lighted Buoy | Green circle with cross | 10 - 8 | Light Blue |
| Red Lighted Buoy | Red circle with cross | 12 - 10 | Blue |
| Mileboard | White square with black border | 14 - 12 | Dark Blue |
| Tide Gage | Black circle with 'T' | 15 - 14 | Very Dark Blue |
| Junction Marker | Black circle with 'J' | 15 and Deeper | Black |



ESTIMATED MATERIAL IN DREDGE BOX AS OF SEPTEMBER 11, 2019
 3,551 CY @ -7 FT
 13,967 CY @ -8 FT
 28,299 CY @ -9 FT
 BOX CUT

REFERENCE SURFACE TINS USED FOR ESTIMATED QUANTITY CALCULATIONS INCLUDE:
 SOUTH_HATTERAS_TEMP_TIN_7FT
 SOUTH_HATTERAS_TEMP_TIN_8FT
 SOUTH_HATTERAS_TEMP_TIN_9FT

\\SAW-NETAPP2\SHARED\NAV\SURVEYS\HATTERAS\NON-FEDERAL\2019\09_11_CS_POST_DORIAN\QTY



| | |
|--------------------------------|---|
| SURVEY DATE: 11 SEPTEMBER 2019 | SURVEYED BY: BRJ, DCH |
| MAP DATE: 24 SEPTEMBER 2019 | MAPPED: K7OPNLAC |
| MAP SCALE: 1:3,000 | PROCESSED BY: K7OPNDJM |
| IMAGERY DATE: DAY MONTH YEAR | MAP FILE NAME: RC_05_HST_20190911_CS_DREDGE.MXD |

HYDROGRAPHIC SURVEY

South Hatteras Channel

HATTERAS, NORTH CAROLINA



*Intergovernmental Ground Lease Agreement
Between County of Dare and Town of Manteo*

Description

Ground Lease between County of Dare, as Landlord, and Town of Manteo, as Tenant, for lease of 217 Budleigh Street, 200 Ananias Dare Street and 204 Ananias Dare Street for the purpose of a "Town Commons" consisting of open space/green space, public parking, and other public recreational facilities.

Board Action Requested

Approve the Agreement with any review changes the County Manager deems necessary and authorization for the County Manager to sign the final agreement

Item Presenter

Robert Outten, County Manager

Intergovernmental Ground Lease Agreement

between

COUNTY OF DARE, Landlord

and

TOWN OF MANTEO, Tenant

dated as of

_____, 2019

Intergovernmental Ground Lease Agreement & Memorandum of Understanding

THIS INTERGOVERNMENTAL GROUND LEASE AGREEMENT (this “**Lease**”) effective as of _____, 2019 (the “Effective Date”), is entered into between the COUNTY OF DARE, a North Carolina county and body politic (“**Landlord**”) and the TOWN OF MANTEO, a North Carolina municipality and body politic (“**Tenant**”).

RECITALS:

R1. Landlord is the owner of the following adjoining parcels of real property, located in the Town of Manteo, Dare County, North Carolina (collectively, the “**Premises**”):

- a. 217 Budleigh Street –Parcel # 024570000, PIN # 988019524438
- b. 200 Ananias Dare Street –Parcel # 024573000, PIN # 988015525678
- c. 204 Ananias Dare Street – Parcel # 024574000, PIN # 9888015524684

R2. Tenant desires to lease the Premises and to construct thereon a so-called “Town Commons” consisting of open space/green space, public parking, and other public recreational facilities (the “**Facility**”), pursuant to the terms and conditions of this Lease.

R3. Landlord desires to lease the Premises to Tenant for the construction of the Facility, pursuant to the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the rents reserved and covenants made herein, the sufficiency of which is acknowledged, Landlord and Tenant, for themselves and their permitted successors and assigns, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The following terms, as used in this Lease, shall have the meanings set forth below:

“**Additional Rent**” shall mean all amounts payable by Tenant under this Lease, other than Base Rent, and whether or not expressly designated as Additional Rent in this Lease.

“**Assignment**” shall mean the sale, exchange, assignment, or other disposition of all of Tenant’s interest in this Lease and the leasehold estate created thereby, whether by operation of Law or otherwise.

“**Base Rent**” shall have the meaning set forth in Section 3.01 hereof.

“**Business Day**” shall mean any day that is not a Saturday, Sunday, or a day observed as a holiday by either the State or the Federal government.

“**Change Order**” shall have the meaning set forth in Section 5.03 hereof.

“**Commencement Date**” shall mean the date, following Demolition, upon which Tenant accepts possession of the Premises, as provided in Section 5.01 hereof.

“**Demolition**” shall have the meaning set forth in Section 5.01 hereof.

“**Effective Date**” shall have the meaning appearing in the opening paragraph of this Lease.

“**Environmental Laws**” shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

“**Expiration Date**” shall mean the last day of the month in which occurs the twenty (20th) anniversary of the Commencement Date as same may be extended pursuant to Article XIX hereof.

“**Extension Term**” shall have the meaning set forth in Section 19.01 hereof.

“**Event of Default**” shall have the meaning set forth in Section 10.01 hereof.

“**Facility**” shall have the meaning set forth in Recital 2 hereof, subject to the other terms and provisions of this Lease.

“**Fee Mortgage**” shall mean any financing obtained by Landlord, as evidenced by any mortgage, deed of trust, assignment of leases and rents, or other instruments, and secured by the fee ownership interest of Landlord in the Property, including any extensions, modifications, amendments, replacements, supplements, renewals, refinancings, and consolidations thereof.

“**Fee Mortgagee**” shall mean the holder of a Fee Mortgage.

“**Governmental Authority**” or “**Governmental Authorities**” shall mean the United States of America, the State of North Carolina, the County of Dare, the Town of Manteo, any political subdivision of any of the foregoing, and any other governmental or regulatory authority, agency, board, department, or any other public or quasi-public authority, having jurisdiction over the Premises or the matter at issue.

“**Hazardous Materials**” shall mean any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Premises, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives.

“**Initial Construction**” shall mean the design, development, and construction of the Facility.

“**Law**” or “**Laws**” shall mean any present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule,

directive, common law, codes and ordinances of any Governmental Authorities, easement, covenant, restriction, or other agreement of record affecting the Premises as of the date of this Lease or subsequent thereto.

“**Liabilities**” shall mean all losses, claims, suits, demand, costs, liabilities, and expenses, including reasonable attorneys’ fees, penalties, interest, fines, judgment amounts, fees, and damages, of whatever kind or nature.

“**Permitted Use**” shall mean the use of the Premises for the Facility, as approved hereunder, in accordance with all applicable Laws for any lawful purpose.

“**Person**” shall mean any individual, corporation, partnership, firm, or other legal entity.

“**Plans**” shall have the meaning set forth in Section 5.02 hereof.

“**Premises**” shall have the meaning set forth in Recital 1 hereof, and any and all rights, privileges, easements, and appurtenances to the Premises.

“**Property Reports**” shall have the meaning set forth in Section 5.07 hereof.

“**Release**” shall mean the release or threatened release of any Hazardous Materials into or upon or under or above any land, water, or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, spillage, leakage, seepage, leaching, or dumping.

“**Remedial Action**” shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

“**Rent**” shall mean Base Rent and Additional Rent.

“**State**” shall mean the State of North Carolina.

“**Sublease**” shall mean any lease, sublease, occupancy, license, or concession agreement for the use or occupancy of space on the Premises (other than this Lease).

“**Subtenant**” shall mean any tenant, subtenant, licensee, or other occupant of space on the Premises (other than Tenant).

“**Term**” shall mean the term of this Lease commencing on the Commencement Date and ending on the Expiration Date, as may be extended pursuant to Article XIX.

ARTICLE II

LEASE OF PREMISES; CONDITION OF PREMISES; COMMENCEMENT DATE AGREEMENT; FAILURE TO DELIVER POSSESSION

Section 2.01 Lease of Premises. Subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for a Term that shall commence on the

Commencement Date and end on the Expiration Date (as such Term may be extended from time to time pursuant to Article XIX hereof), subject to earlier termination pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Law.

Section 2.02 Condition of Premises. Tenant has inspected the Premises and accepts possession of the Premises in its “AS IS” condition on the Commencement Date. Except as otherwise expressly provided in this Lease, Tenant has full responsibility for the repair, alteration, and maintenance of the Premises. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant is not relying upon, any warranties or representations regarding the Premises, except to the extent same are expressly set forth in the Lease.

ARTICLE III

BASE RENT; RENT PAYABLE TO LANDLORD; NET LEASE

Section 3.01 Base Rent.

(a) Tenant covenants and agrees to pay base rent to Landlord throughout the Term of this Lease (“**Base Rent**”) for the period commencing on the Commencement Date and ending on the Expiration Date, an amount equal to One and 00/100 Dollars (\$1.00) per annum, payable in one (1) lump sum of Twenty and No/100 Dollars (\$20.00) on or before the Commencement Date; and,

(b) The Base Rent for any Extension Term as provided in Article XIX of this Lease shall be an amount equal to One and 00/100 Dollars (\$1.00) per annum.

Section 3.02 Additional Rent. Tenant shall pay to Landlord all Additional Rent that is payable to Landlord pursuant to the terms and conditions of this Lease within thirty (30) days after written demand therefore from Landlord, unless a different time period is specified in this Lease.

Section 3.03 Net Lease. This Lease is an absolute net lease. Tenant shall pay as Additional Rent all expenses of every kind and nature whatsoever relating to or arising from the Premises, and all expenses arising from the leasing, operation, management, construction, maintenance, repair, use, and occupancy of the Premises, except as otherwise expressly provided in this Lease. Notwithstanding the foregoing, Landlord agrees to pay the following expenses: (a) any expenses expressly agreed to be paid by Landlord in this Lease; (b) debt service and other payments with respect to any Fee Mortgage; (c) expenses incurred by Landlord to monitor and administer this Lease; (d) expenses incurred by Landlord prior to the Commencement Date; and (e) expenses that are personal to the Landlord.

ARTICLE IV

PERMITTED USE

Section 4.01 Permitted Use. Subject to all applicable Laws and this Lease, Tenant shall use the Premises only for the Permitted Use. Tenant shall complete construction of the Facility within five (5) years of the Commencement Date.

ARTICLE V

CONSTRUCTION OF FACILITY

Section 5.01 Demolition. Pursuant to Landlord's current demolition plan, after the Effective Date and prior to the Commencement Date, Landlord, at Landlord's sole expense, shall demolish all structures and improvements currently located on the Premises and shall remove all demolition debris from the Premises (the "**Demolition**"). Upon completion of the Demolition, Landlord shall deliver to Tenant a written notice of completion, and Tenant shall have fifteen (15) days to inspect the Premises, and shall thereafter either notify Landlord of Tenant's acceptance of the Premises or provide Landlord with a punchlist of items related to the Demolition that Tenant requests Landlord complete prior to the Commencement Date. Landlord and Tenant agree to work together in good faith to resolve any disagreement regarding completion of the Demolition, but Landlord shall have no obligation to perform further demolition. In the event Landlord and Tenant are unable to resolve any disagreement regarding completion the Demolition, Tenant's remedies shall be limited to acceptance of the Demolition as-is, or termination of this Agreement.

Section 5.02 Construction Approvals By Landlord. After the Commencement Date and prior to commencing any excavation, construction, paving, or any other work associated with the Initial Construction, Tenant shall deliver to Landlord for its approval a set of the preliminary design documents (the "**Plans**"), identifying and describing all mechanical, electrical, and plumbing systems, materials, signage, and design. Landlord shall have a period of thirty (30) days after receipt to approve or reject such submissions. Failure to approve or reject any submissions within such period shall be deemed approval by Landlord. Upon the rejection of any submissions, Landlord will provide a description of measures to be taken by Tenant that will result in approval on resubmission. Landlord agrees not to unreasonably withhold, condition, or delay the approval required by this Section 5.02.

Section 5.03 Change Order. Once the Plans are submitted to and approved by Landlord, Tenant may, without the prior written consent or approval of Landlord, order, authorize, or perform any change, substitute work, or materials in prosecuting the construction of the Facility ("**Change Order**"), provided such Change Order does not result in a change to the Permitted Use or materially alter the design of the Facility shown on the Plans. Material changes to the design of the Facility or the Plans shall be subject to Landlord approval, which shall not be unreasonably withheld.

Section 5.04 Liens Subordinate to Landlord. Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien which might or does constitute a lien, encumbrance, or charge upon the Premises, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights, or interest of Landlord in the Premises or any part thereof, or the income therefrom. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to the filing of any lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other Person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof.

Section 5.05 Title to the Facility. The title to the Facility shall remain with Landlord subject to Tenant's rights under the term of this Agreement.

Section 5.06 Permits, Laws, and Ordinances. Tenant shall require its contractors and subcontractors to comply in all material respects with all Laws of all Governmental Authorities which may now or hereafter, from time to time, be established and which are or shall be applicable to Tenant or Landlord as they relate to the Premises.

Section 5.07 Reports and Information. Tenant shall deliver or cause to be delivered to Landlord copies of all soil reports, hazardous wastes or toxic materials reports, and other similar written materials prepared for Tenant with respect to the Premises (collectively, the “**Property Reports**”) within thirty (30) days after receipt by Tenant.

ARTICLE VI

OPERATION OF THE PREMISES

Section 6.01 Tenant’s Operation of the Premises. Upon completion of construction of the Facility, Tenant will operate the Premises in accordance with all Laws governing the Premises and this Lease.

Section 6.02 Mechanics’ Liens. Tenant shall keep the Premises and this Lease free from any lien or other encumbrance filed or recorded in favor of any mechanic, materialman, architect, or engineer in accordance with Section 5.04 hereof.

Section 6.03 Utilities. Tenant shall obtain and pay for all utilities directly from and to the utilities and vendors serving the Premises, including fuel, gas, electric, water and sewer service, trash collection, telephone, and internet service.

ARTICLE VII

MAINTENANCE AND REPAIRS

Section 7.01 Maintenance and Repair of the Premises. Tenant shall, at all times during the Term of this Lease, at Tenant’s sole cost and expense, keep and maintain the Premises, including the Facility, appurtenances, and every part thereof that may exist on, in, or be made a part of the Premises, in good order and condition, ordinary wear and tear excepted, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. Tenant shall keep the entire Premises substantially free of any accumulation of dirt, rubbish, snow, and ice. Unless otherwise expressly provided in this Lease, Landlord is not required to maintain, repair, clean, alter, or improve the Premises, or to provide any services to the Premises.

ARTICLE VIII

ASSIGNMENT; SUBLEASE; NON-DISTURBANCE

Section 8.01 Subleases and Licenses.

(a) Tenant shall have the right, subject to the applicable provisions of this Article IX, without the consent of Landlord, to enter into Subleases with any Person who is not a debtor or debtor-in-

possession in a voluntary or involuntary bankruptcy proceeding at the commencement of the Sublease term for the use permitted by this Lease.

(b) Each Sublease shall provide that: (i) it is subordinate and subject to this Lease; and (ii) the fixed expiration date thereunder shall not extend beyond the Expiration Date.

ARTICLE IX

FEE MORTGAGES; LEASEHOLD MORTGAGES

Section 9.01 Fee Mortgages. Landlord may mortgage its fee interest in the Premises.

Section 9.02 No Leasehold Mortgages. Tenant shall not have the right to encumber its interest in this Lease.

ARTICLE X

DEFAULT; REMEDIES

Section 10.01 Events of Default. Each of the following events shall be an event of default ("Event of Default"):

(a) If Tenant shall fail to observe or perform one or more of the other terms, conditions, covenants, or agreements contained in this Lease, and such failure shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant specifying such failure unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done, or removed, as the case may be, within such thirty (30) day period, in which case no Event of Default shall be deemed to exist as long as Tenant shall have commenced curing the same within such thirty (30) day period and shall diligently, continuously, and in good faith prosecute the same to completion.

(b) If Tenant shall make an assignment for the benefit of creditors.

(c) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of sixty (60) days.

(d) If a levy under execution or attachment shall be made against the Premises and such execution or attachment shall not be vacated or removed by court order, bonding, or otherwise within a period of ninety (90) days.

(e) If Landlord shall fail to complete the Demolition within six (6) months of the Effective Date.

Upon the occurrence of an Event of Default, the non-defaulting party may, at its option, give notice to defaulting party of the termination of this Lease and, upon thirty (30) days after service of such notice,

this Lease, the Term, and Tenant's estate shall terminate (whether or not the Commencement Date shall have occurred) and shall end with the same force and effect as if that day were the day fixed for the expiration of this Lease.

ARTICLE XI

EXPIRATION OR TERMINATION

Section 11.01 Extinguishment of Tenant's Rights. Upon the termination or expiration of this Lease from any cause, all rights and interests of Tenant, and all persons whomsoever claiming by, through, or under Tenant, shall immediately cease and terminate, and the Premises and the Facility, shall thence forward constitute and belong to and be the absolute property of Landlord or Landlord's successors and assigns, without further act or conveyance, and without liability to make such compensation to Tenant or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim, and charge of any character created or attempted to be created by Tenant at any time.

Section 11.02 Early Termination by Landlord. Landlord shall have the right to terminate this Lease prior to the Expiration Date upon sixty (60) days' written notice to Tenant (the "**Early Termination Right**"). Upon exercise of the Early Termination Right, Landlord shall pay to Tenant the following: (a) a sum equal to the amount of funds Tenant may owe to any party for the repayment of grant funds received by Tenant for the construction of the Facility; plus (b) a sum equal to one twentieth (1/20) of Tenant's actual costs incurred for the Construction of the Facility multiplied by the number of years (including any partial year depending on the date of termination) remaining prior to the Expiration Date.

ARTICLE XII

ESTOPPEL CERTIFICATES

Section 12.01 Estoppel Certificates. Landlord and Tenant will execute, acknowledge, and deliver to the other promptly upon request, a certificate certifying as to the following:

(a) That this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications).

(b) The dates through which the Rent under this Lease has been paid.

(c) The amount of the Rent then payable.

(d) That no notice has been given by Landlord to Tenant of any default under this Lease which has not been cured and to the best of its knowledge and belief no default exists (or, if there has been any notice given or a default exists, describing the same).

Certificates from Landlord and Tenant pertaining to the same matters may be relied upon by any prospective Fee Mortgagee, or by any prospective assignee of an interest under this Lease or by any prospective subtenant of all or any portion of the Premises.

ARTICLE XIII

NOTICES

Section 13.01 Notices. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this Lease shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid; or (c) sent by nationally recognized commercial overnight delivery service at the following address:

| | |
|-----------|---|
| Landlord: | County of Dare Attn: County Manager 954 Marshall C. Collins Drive Manteo, NC 27954 |
| Tenant: | Town of Manteo Attn: Town Manager Town Hall, 407 Budleigh Street Manteo, NC 27954 |

Notwithstanding anything contained in this Lease to the contrary, any notice required to be given by Landlord or Tenant hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

ARTICLE XIV

COMPLIANCE WITH LAWS; ENVIRONMENTAL LAWS

Section 14.01 Compliance With Laws. Tenant warrants and agrees that, during the entire Term of this Lease and at its expense: (a) Tenant will conduct Tenant's activities on or related to the Premises only in full compliance with all applicable Laws; (b) Tenant will neither do nor permit any act or omission which could cause the Premises and Tenant's use thereof to fail to be in full compliance with all applicable Laws; and (c) Tenant will neither do nor permit any act or omission which could cause any Liabilities to exist or be asserted against Landlord or the Premises. Without limiting the foregoing, Tenant shall promptly cure all violations of Law for which Tenant has received notice or a public notice of violation has been issued and pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law.

Section 14.02 Environmental Laws.

(a) Tenant warrants and agrees that, during the entire Term of this Lease and at its expense, Tenant shall comply with all Environmental Laws. Such compliance shall include Tenant's obligation to take Remedial Action when required by Law and to pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law.

(b) Tenant shall notify Landlord promptly in writing if: (i) Tenant becomes aware of the

presence or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises in any quantity or manner which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any material Liability or the obligation to take Remedial Action; or (ii) Tenant receives any written notice, claim, demand, request for information, or other communication from a Governmental Authority regarding the presence or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises.

(c) Tenant shall take and complete any Remedial Action with respect to the Premises in full compliance with all Laws and shall, when such Remedial Action is completed, submit to Landlord written confirmation from the applicable Governmental Authority that no further Remedial Action is required.

(d) Tenant shall provide Landlord with copies of all tests, studies, notices, claims, demands, requests for information, or other communications relating to the presence or Release of any Hazardous Materials at, on, under, over, emanating from, or migrating to the Premises.

ARTICLE XV

NO IMPAIRMENT OF LANDLORD'S TITLE

Section 15.01 No Impairment of Landlord's Title. Tenant shall not permit the Premises to be used by any Person at any time or times during the Term of this Lease in such a manner as would impair Landlord's title to or interest in the Premises or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription, or other similar claims of, in, to, or with respect to the Premises.

ARTICLE XVI

QUIET ENJOYMENT

Section 16.01 Quiet Enjoyment. Landlord covenants and agrees that, if and so long as Tenant observes and performs each and every covenant, agreement, provision, and condition of this Lease on the part of Tenant to be observed and performed throughout the Term of this Lease, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation of Landlord or any Person acting through Landlord.

ARTICLE XVII

LIMITATION OF LANDLORD'S LIABILITY

Section 17.01 Limitation of Landlord's Liability.

(a) If Landlord sells, assigns, or otherwise transfers (whether by operation of Law or otherwise) all or part of its interests in the Premises or this Lease: (i) Landlord shall be relieved of all obligations and Liabilities of Landlord under this Lease accruing after the effective date of such transfer; and (ii) the transferee shall be deemed to have assumed all of Landlord's obligations and Liabilities under this Lease effective from and after the effective date of the transfer.

(b) Landlord, its partners, members, shareholders, officers, directors, and principals, whether disclosed or undisclosed, shall have no personal liability under or in connection with this Lease. Tenant agrees that it shall look solely to Landlord's interest in the Premises and this Lease for the satisfaction of Tenant's remedies or to collect any judgment requiring payment of any money by Landlord.

ARTICLE XVIII

MEMORANDUM

Section 18.01 Memorandum. Either Landlord or Tenant may record a memorandum of this Lease or a memorandum of any amendment or modification of this Lease, provided the memorandum shall not include the financial terms of this Lease or of any amendment or modification of this Lease. Each party shall, upon the request of the other, join in the execution of a memorandum of this Lease or a memorandum of any amendment or modification of this Lease in proper form for recordation together with any transfer tax returns or forms necessary for such recordation. The party requesting such memorandum of Lease shall be responsible for the payment of any recording taxes. Upon the expiration or sooner termination of this Lease, Tenant covenants that it will, at the request of Landlord, execute, acknowledge, and deliver an instrument canceling any memorandum of Lease which is recorded and all other documentation required to record same. If Tenant fails or refuses to execute, acknowledge, and deliver such instrument of cancellation, then Tenant hereby appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge, and deliver such instrument of cancellation on Tenant's behalf.

ARTICLE XIX

EXTENSION TERMS

Section 19.01 Extension Terms. Unless Landlord or Tenant shall deliver a Notice of Termination prior to the Expiration Date, this Lease shall automatically extend for additional periods of two (2) years (each an "**Extension Term**"), with Tenant to pay Base Rent at the beginning of each Extension Term.

ARTICLE XX

MISCELLANEOUS

Section 20.01 Landlord and Tenant Representations and Warranties. Landlord and Tenant each represent and warrant that:

(a) This Lease has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any Governmental Authority that would impair such party's ability to perform its obligations under this lease.

(c) The consummation of the transactions hereby contemplated and the performance of this Lease will not result in any breach or violation of, or constitute a default under, any lease or financing agreement.

Section 20.02 No Waiver; Cumulative Rights of Landlord.

(a) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant with its undertakings, duties, and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof shall constitute a waiver of Landlord's right to demand exact compliance with the provisions contained in this Lease.

(b) All rights, powers, and privileges conferred herein upon both parties hereto are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Section 20.03 Attorneys' Fees. If any action is brought by either party against the other in connection with or arising out of this Lease, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action.

Section 20.04 Provisions Are Binding Upon Successors and Assigns. It is mutually covenanted, understood, and agreed by and between the parties hereto, that each of the provisions of this Lease shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of Landlord and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the term of this Lease. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

Section 20.05 Applicable Law. This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State.

Section 20.06 Interpretation and Construction. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any captions or headings used in this Lease are for convenience only and do not define or limit the scope of this Lease. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. Whenever the singular or plural number, or masculine or feminine gender is used in this Lease, it shall equally apply to, extend to, and include the other.

Section 20.07 Severability. In the event any provision, or any portion of any provision of this Lease is held invalid, the other provisions of this Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Section 20.08 Time Is of the Essence. All time limits stated in this Lease are of the essence of this Lease.

Section 20.09 No Agency. Nothing in this Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby

expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided in this Lease.

Section 20.10 Entire Agreement. The making, execution, and delivery of this Lease by Tenant has not been induced by any representations, statements, covenants, or warranties by Landlord except for those contained in this Lease. This Lease constitutes the full, complete, and entire agreement between and among the parties hereto; no agent, employee, officer, representative, or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith modifying, adding to, or changing the provisions of this Lease. No amendment of this Lease shall be binding unless such amendment shall be in writing, signed by both parties hereto and attached to, incorporated in and by reference made a part of this Lease.

Section 20.11 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed in

duplicate counterparts each of which shall be deemed to be an original, the day and year first above written.

LANDLORD:
COUNTY OF DARE

By: _____
Name:
Title:

TENANT:
TOWN OF MANTEO

By: _____
Name:
Title:



Changes to the 2020 Capital Improvements Plan for the College of the Albemarle Building and for the Animal Shelter

Description

The Board will receive updates on programming work, the resulting square footages, and the revised cost estimates for the College of the Albemarle building and for the Animal Shelter.

Board Action Requested

Approval of each program and cost estimate as the basis for each architect to proceed with design.

Item Presenter

Bobby Outten, County Manager



Consent Agenda

Description

1. Approval of Minutes (09.16.19)
2. Approval of Special Meeting Minutes - (09.16.19) Essential Housing Workshop
3. Approval of Special Meeting Minutes - (09.23.19) Activation of Debris Contract
4. NC Governor's Highway Safety Program (GHSP) Local Gov. Resolution
5. Health & Human Services/Public Health Div. - Emergency Overdose-Local Mitigation to the Opioid Crisis Grant
6. DHHS Public Health Div.-Trillium Funding for Strategic Prevention Framework for Prescription Drugs Project
7. Water Dept. NCDOT Right of Way Encroachment Agreement for 7-11, Kitty Hawk

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

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

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

5:00 p.m., September 16, 2019

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman
Rob Ross, Jim Tobin, Danny Couch, Ervin Bateman

Commissioners absent: Steve House

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
Public Relations Coordinator, Sara Small
Clerk to the Board, Cheryl Anby

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

At 5:03 p.m., Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Jodie Moore to share a prayer, and then he led the Pledge of Allegiance to the flag. Chairman Woodard noted Commissioner House had an excused absence this evening due to attending a conference.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

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

Chairman Woodard received a letter from the Interim President of the College of The Albemarle, Travis Twiford, in appreciation and recognition of the both the new Dare County scholarship fund and the prospect of a new Dare campus noting they are “part of a long-term partnership between the County and the College”.

Chairman Woodard recapped the authority provided under the Emergency Management Act 166A-19.1, whose purpose in part is to “reduce vulnerability to damage, injury, loss of life and property” and to provide for a rapid and orderly rehabilitation after the storm. He named the members of the Control Group: the Mayors of Duck, Southern Shores, Kitty Hawk, Kill Devil Hills, Nags Head, Manteo, Chairman of Dare County Board of Commissioners, Dare County Sheriff and the National Park Superintendent, and described them as a dedicated group of community leaders whose actions were crucial in keeping the community safe during an emergency situation. They received consult from the collected information of other leaders in the community, together with the resources of the National Weather Service, NCDOT, Health and Human Services, EMS, the Dare County Emergency Operations Center and others. He acknowledged many businesses and families incurred damages and hardship, but he was

Dare County Board of Commissioners – September 16, 2019

grateful there was no loss of life in Dare County due to Hurricane Dorian, and noted the consideration of public safety must always be a primary concern.

The timing of the incremental reentry process, over three days in the Tri-Villages and five days in the remaining portions of Hatteras Island, had been based upon input from local officials, volunteers and the reported updates on the condition of power, roads, water and public safety services. Efforts were made to avoid a prolonged reentry process so residents could begin recovery and the area's businesses could reopen operations. Chairman Woodard recognized the differing opinions on reentry decisions made, noted the Control Group was also willing to listen to post event analysis from the community and business partners, and thanked the many leaders, Dare County employees, Drew Pearson, Commissioner Danny Couch, first responders and countless volunteers who played a role in the process of bringing the community through Hurricane Dorian.

ITEM 2 – PROCLAMATION – HATTERAS ISLAND WATERMEN’S DAY

This item was not presented as the event had been cancelled.

ITEM 3 – PROCLAMATION – ALZHEIMER’S AWARENESS

Gail Sonnesso, Executive Director of GEM (Gentle Expert Memorycare), provided an overview of their work, whose mission is to deliver provide support, education and assistance to the caregivers of those who suffer with Dementia and Alzheimer’s disease. GEM has offered a wide range of programs and events throughout the year with the assistance of many local churches, restaurants, local organizations and volunteers who help sponsor their continued work. They will be partnering with the College of The Albemarle to provide full scholarships to certified nurse aids to receive thirty hours of dementia specific care, made possible by the North Banks Rotary and the College of The Albemarle.

MOTION

Vice Chairman Overman motioned to approve the Proclamation for Alzheimer’s Awareness. Commissioners Ross and Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 4 – RESOLUTION REQUESTING NORTH CAROLINA DOMINION POWER TO REPLACE UTILITY POLES (Att. #1)

County Manager Outten presented a resolution to the Board which requests North Carolina Dominion Power to consider replacing the wood utility poles along the Manteo – Nags Head Causeway by either placing the service underground or replacing the existing wooden poles with either metal or concrete poles. Commissioner Tobin requested the resolution be modified to identify the “power delivery to Mainland Dare County and Roanoke Island” in the second paragraph.

MOTION

Commissioner Bateman motioned to approve the Resolution, as modified to note Mainland Dare County and Roanoke Island, and request North Carolina Dominion Power to Replace Utility Poles with either underground service or replacement with steel or concrete service poles.

Commissioner Tobin and Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 5 – PUBLIC COMMENTS

At 5:45 p.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. Following is a summary of citizen remarks, which can be viewed in their entirety in a video on the County website. During the meeting, several agenda items involved public comment and each speaker's position has been summarized. Attempts have been made to accurately reflect the spelling of each name as spoken at the podium or based on the legibility of the sign-in sheet.

The following comments were made in Manteo:

1. John Head addressed the Board regarding the recent reentry process and commented the County no longer had a Hatteras Island EOC and felt communication with Hatteras area residents and business owners after the storm and reentry to various checkpoints were not in compliance with the plan. Drew Pearson, Director of Emergency Management, explained the website reflected an emergency plan which was in the process of update with the new emergency management planner and would take approximately six months to finalize. County Manager Outten described the process of communication through Beth Midgett, as a liaison, who after surveying the real estate business community in Hatteras, reported to the Control Group with status updates used in the Control Group's consideration of the phased reentry.
2. Elaine Hooper, a resident of Salvo, felt the bulletins released by the Control Group did not adequately advise returning vacationers of the conditions of the area's business and restaurants after the storm. Her information provided at the time was many of the restaurants still had not received their food shipments and shops were not ready for guests. She also felt the volunteer fire departments, many of whom had their homes damaged, had been busy helping residents with emergency services, therefore were not ready for the strain of added visitors to the island.
3. Warren Martin asked the Board to review Article 1, Section 8 of the U.S. Constitution which he explained provided everyone with the right to do or support the things necessary and proper for the well benefit of the citizenry. He supports the newly adopted resolution requesting replacement of poles by Dominion Power and felt the area has enough intertwined poles.

The following comments were made in Buxton:

1. Tina Gartelman, a resident for thirty-five years, noted she had three feet of water inside her home due to the hurricane. She communicated her concern with vacationers being allowed back to Hatteras too soon, without allowing local workers and residents the time needed to clean up their homes and restart their businesses and rental units. She is waiting to have water service restored to her home.
2. Rich Donner did not lose anything from the storm but spent the first three days drying out his property belongings. Though he appreciated the efforts of Commissioner Couch during the storm, he voiced concern over the Control Group's perspective of the damages realized in Hatteras. The County's emergency response post storm, however, he felt was amazing and he appreciated the efforts of the Salvation Army. He disagreed with the timing of allowing visitors to return noting he understood those were hard and unpopular decisions.

3. Rosa Alice Gray-Mayer, a resident of Hatteras, evacuated during the storm. Upon her return Sunday there was deep water on the roads and the Village Market lost all its frozen food and meat. She added the Salvation Army had been instrumental in feeding the community as she witnessed many touching volunteer groups, to include the Red Cross, post storm but warned providing safe return passage conditions needed to be improved upon.
4. Linda Browning was concerned about the flow of information from Hatteras to the EOC and then to the Board. She referenced the emergency plan which outlined several entities for membership in the EOC Support Group for Hatteras Island and noted the fire departments, rescue squads, amateur radio and other communication experts were not in a control group and felt these groups had a good understanding of the island's conditions and should be provided an opportunity for input in the decisions made. She thanked Commissioner Couch for passing on his information to the group but believed a conference call from the island emergency responders to the group would be beneficial and requested they be added to the revised emergency plan. Both Drew Pearson and Chairman Woodard acknowledged the emergency groups Ms. Browning mentioned had been consulted on a daily basis.
5. Lou Browning said he had been part of the past control group for a number of years in Hatteras and felt the larger number of members offering input the better the outcome. He recalled in the 1980-90's emergency management plans had tested and charted the possible results of winter storms in Dare County and the east coast with devastating proposed outcomes. Mr. Browning recommended good future decisions could be made if the information flow improved.
6. Brett Barley, a resident of Buxton, felt the past decisions made for the timing of evacuations for visitors and residents were on target; however reentry continued to be an issue. Mr. Barley stated while residents were still working on preliminary repairs and cleanup to their homes, the announcement to allow visitors to return had been made which caused personal cleanup to be stalled. Residents had to return to their jobs to prepare for visitors and he conveyed a need for more time between Hatteras residents returning and visitors returning noting the traffic for returning residents was hampered by visitors trying to enter the north beaches.

The County Manager closed Public Comments at 6:48 p.m.

ITEM 6 – PUBLIC HEARING – ESSENTIAL HOUSING AMENDMENTS (Att. #2)

At 6:49 p.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. Summary of comments follow:

Donna Creef, Planning Director reviewed the purpose of the public hearing to receive public comments on the proposed four amendments to the Zoning Ordinance for Housing as they relate to efforts towards essential housing for the area: Cluster Home Developments; Education Housing Alternative; Conditional Use Subdivision and Workforce Housing Units, as outlined in the staff report.

The following comment was made in Manteo and there were no comments in Buxton:

Colleen Shriver, a resident of unincorporated Manteo, expressed her concern regarding the absence of a central sewer system while adding to density with proposed additional housing. Without a good stormwater management program in place and the increase of density, she was concerned there would be some important issues not being addressed. She favors the groundwork being done to address the housing issues.

The County Manager closed the Public Hearing at 6:49 p.m.

MOTION

Vice Chairman Overman motioned for the entire package of housing amendments be adopted as recommended by the Planning Board. A finding of consistency included with the agenda item is adopted as part of this action.

Commissioners Tobin and Couch seconded the motion.

VOTE: AYES unanimous

ITEM 7 – CUP AMENDMENT – MIDGETT GROUP DEVELOPMENT

This agenda item was handled as a quasi-judicial proceeding. Prior to offering testimony, each speaker was duly sworn by the Clerk. At 6:54 p.m. the Board invited people to speak on this issue. The Manager outlined the procedure for making sworn testimony in Manteo and via the video link to the Fessenden Center in Buxton. The applicant, Pastor Roga Compean, Victor White, civil engineer for the project, and Donna Creef, were sworn in by the Clerk. Ms. Creef reviewed the approved site plan and conditional use permit approved for 1145 Colington Road in 2017. A single-family residential dwelling with attached hair salon had been built. The new owner of the property, New Way Community Church, would propose use of the second structure, originally designed for commercial purposes, as a new worship space. Since there was an existing conditional use permit in place, the changes require a CUP amendment. The new site plan outlined additional parking and the third building, originally approved, would be deleted. The church would seat 120, and if parking was not adequate, the church would make alternate arrangements without parking along streets or in adjoining property. The adjoining property owners had been notified and requested vegetation be added to the six foot buffer fence.

Mr. Outten asked if the applicant agreed and accepted that the file and all of the information presented was factual and correct and may be admitted into evidence, if he agreed with all of the facts outlined by Ms. Creef and if he agreed with all of the conditions and terms of the proposed CUP. Pastor Roga Compean indicated his agreement.

Mr. White asked if the location of the buffer could be clarified. Mr. Outten asked if with clarification of the location of the buffer if they agreed with the terms and conditions. Both Pastor Compean and Mr. White agreed. If the Board concurs with the concerns of the adjoining owner, the vegetative buffer would be shrubbery inside the fence, five foot on center, following the length of the property. Chairman Woodard confirmed the modification regarding a vegetative buffer would be added to item five of the proposed Amendment.

MOTION

Commissioner Couch motioned to approve and Amend CUP and site plan, as recommended by the Planning Board with the modification regarding the vegetative buffer to paragraph five. Commissioner Ross seconded the motion.

VOTE: AYES unanimous

ITEM 8 – APPROVAL OF ‘FINAL COST ESTIMATE PRIOR TO CMR BIDDING’ FOR THE ANIMAL SHELTER PROJECT -This item was not heard, as the Cost Estimate was not complete.

ITEM 9 – COLLEGE OF THE ALBEMARLE - INDEPENDENT CONSULTANT AGREEMENT

Mr. Outten presented the proposed independent consult agreement from Kennon D. Briggs, of Higher Education Consultant, who had agreed to serve as an education consultant for the College of the Albemarle project. Mr. Briggs has been recognized as one of the experts in North Carolina on community colleges.

MOTION

Vice Chairman Overman motioned to approve the agreement of Higher Education Consultant with any review changes the County Manager deemed necessary and authorization for the County Manager to sign the final agreement.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

ITEM 10 – CONSENT AGENDA

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

MOTION

Commissioner Bateman motioned to approve the Consent Agenda:

- 1) Approval of Minutes (09.03.19) **(Att. #3)**
- 2) Tax Collector’s Report
- 3) North Carolina Governor’s Crime Commission Grant Award
- 4) Road Request – The Dogwoods West, Manteo **(Att. #4)**

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

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

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

County Manager Outten presented the Board with an Interlocal Agreement between Dare County Board of Education and Dare County for Hurricane Dorian damages. The County is responsible for the capital needs of the school so this memorandum of understanding outlines the County will cover the costs of the repair to the Hatteras Secondary School with any reimbursements from FEMA or insurance, etc. to be returned to the County.

Mr. Clawson reviewed the estimate provided by the school to NC Emergency Management and FEMA as a preliminary damage assessment. A Capital Project Ordinance based on the estimated repairs was also presented for Board approval.

MOTION (Att. #7)

Commissioner Tobin motioned to approve the Interlocal Agreement between Dare County and the Dare County Board of Education to establish a project budget through a Capital Project Ordinance for damages to Hatteras Secondary School from Hurricane Dorian.

Commissioner Batemen seconded the motion.

VOTE: AYES unanimous

Mr. Clawson presented a County Budget Amendment for approval based upon estimates for County's Hurricane Dorian disaster recovery, which included debris estimates and preliminary damages to County buildings and one ambulance. The amendment was prepared and presented with the assumption the County would be declared for a FEMA disaster declaration, which had not yet been made.

MOTION

Vice-Chairman Overman motioned to approve the budget amendment.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

Vice-Chairman Overman

The hurricane and unsafe conditions due to the storm placed pound fisherman way behind preparation schedule for their four-week flounder season. He presented a resolution requesting another week be added to the 2019 flounder fishing season to make up for the shortened season due to storm conditions.

MOTION (Att. #5)

Vice Chairman Overman motioned to approve the Resolution Requesting the North Carolina Division of Marine Fisheries add an additional week to the 2019 Northern Flounder Fishing Season.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

Commissioner Bateman

Mentioned the benefits of Alzheimer training for his staff when a customer, who apparently suffered a memory loss condition, became separated from her family and the waitress handled it beautifully due to the training she had received. He recommends the training for all businesses.

He offered thoughts and prayers to those in Hatteras, Ocracoke, Bahamas and other areas damaged by the hurricane and congratulated the Control Group with an outstanding job noting it was a tough job and would always be difficult to please everyone.

Commissioner Couch

He presented a resolution to request the addition two North Carolina Commercial fisherman seats to the Mackerel Cobia Advisory Panel and to schedule a 2020 update to the Spanish mackerel stock assessment.

MOTION (Att. #6)

Commissioner Overman motioned to approve the Resolution to Add Two North Carolina Commercial Fisherman Seats to the Mackerel Cobia Advisory Panel and schedule a 2020 mackerel stock assessment update.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

Commissioner Couch outlined his post storm re-entry observations and activities, which included over 80-90 phone calls, at least 120 visits to residents in a three-day period with many daily situation updates provided to the Control Group. He recognized the responsibility to serve the greater good with a sympathized counter balance of understanding the area residents have personal financial responsibilities and hardships. As Dare County has a hospitality industry to uphold and is the location of a national park, visitors have to be allowed

to return and visit. The reentry process is often emotional and not a popular process but it was built over years of past experiences. He thanked the many County groups, volunteers and returning visitors who have in a professional and selfless manner contributed to recovery.

Commissioner Tobin

He received many phone calls concerning power outages and he called Tideland Electric and spoke with Paul Spruill who provided exceptional customer service with telephone updates every 3-4 hours regarding the progress of power restoration.

Reported the post-storm “hump” in the Wanchese Channel is preventing the offload of summer flounder into Wanchese and he requested the Board direct the County Manager to pursue an emergency permit. Mr. Outten noted County staff had inquired with the Corps to address the issue but had not yet received a response.

As to the Dominion Power Resolution, he cautioned the wooden poles presented a major safety issue and the County would need to press Dominion Power to address the problem.

Commissioner Ross

He thanked Commissioner Couch, Chairman Woodard, the County Manager and the countless others who worked through the storm. He referred to Bulletin #16, issued on September 11, 2019, at 5:30 p.m., which permitted unrestricted access to all areas of Dare County beginning noon on September 12, 2019, as the emotional and impassioned concern for public comment this evening. Commissioner Ross asked if extensive negative responses had been received the evening of the reentry announcement of Bulletin #16. Commissioner Couch responded he had received somewhat equal responses with both positive and negative feedback regarding the reentry announcement.

Albemarle Commission will be meeting this week.

He recognized and thanked Kelly Harmon for her dedication as she served as Chair for the 911 Memorial Ceremonies in Nags Head, which he attended.

Chairman Woodard

He addressed the many constructive comments received at public comment assuring he had taken extensive notes and would provide the concerns and information with the Control Group for this past storm towards always learning and improving for the next storm.

Sara Small: The County maximized the communication channels available to receive emergency bulletins through text, phone calls, emails, subscription to the website and also through social media during the storm. Over 188,000 people visited the Dare County website in eleven days while sixteen bulletins were sent to the 41,000 who subscribe to the emergency alerts. The Flood Mitigation Grant Assistance Meeting, on September 17, 2019 from 3-:6:00 p.m., in the Administration Building would be processing grant applications to be accepted through September 27, 2019. Brent Johnson, in Planning Department, can provide more information.

David Clawson: Coastal Science and Engineering was at the beach in Buxton on September 12, 2019 and advised and proposed the County do a post-storm survey, which would be free through our five-year contract. Additionally, the County will not be completing FEMA's alternative procedure which is a settlement of the fixed costs.

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

MOTION

Commissioner Tobin motioned to adjourn the meeting.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

At 7:55 p.m., the Board of Commissioners adjourned until 9:00 a.m., October 7, 2019.

Respectfully submitted,

[SEAL]

By: _____
Cheryl C. Anby, Clerk to the Board

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

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



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING

To conduct a workshop to discuss housing alternatives in order to address the essential housing needs of the community before the Board of Commissioners

Dare County Administration Building, Room #168, Manteo, NC

1:00 p.m., September 16, 2019

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman
Rob Ross, Jim Tobin, Danny Couch and Ervin Bateman

Commissioners absent: Steve House (attended via telephone conference connection)

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
Public Relations Coordinator, Sara Small
Donna Creef, Director of Planning
Clerk to the Board, Cheryl C. Anby

At 1:06 p.m. Chairman Woodard called to order the Special Meeting with appropriate prior public notice having been given. He noted Commissioner House had a conflict preventing him from attending the workshop in person; however, he was connected to the conversation with a conference phone connection.

Chairman Woodard asked each of the attendees to introduce themselves. Among attendees were: Karen Brown, President of the Outer Banks Chamber of Commerce, Pat Broom, Chairman of the Board of Directors for the Chamber, Bob Peele, Wanchese Marine Industrial Park, Sumit Gupta of SAGA Realty & Construction, and George Carver, Executive Director of Dare Minority Coalition, Inc. The sign-in sheet for meeting is on file with the office of the Clerk.

Karen Brown, from the Chamber, began the conversation providing the background of the Chamber's work since 2017 which began with surveys revealing that housing was the number one problem for the area's business community and their employees. They looked at zoning in all of the municipalities and some possible changes and flexibility in some of the ordinances. Some years ago the Outer Banks Community Development Corp. had worked on this issue. The Chamber presented the conceptual site development plan prepared by Bissell Group which maximized the density of a proposed development referred to as Bowerstown.

George Carver, Exec. Director of Dare Minority Coalition, Inc., stated Dare County was the fourth richest county in North Carolina per capita but yet there were only three affordable units, two in Manteo and one in Kitty Hawk. He welcomed the opportunity to join the

affordable housing conversation and noted one obvious issue was the cost of land in the area.

The discussion included the terms of “accessible” which defined by Mr. Carver was the monthly housing cost of less than 30% of a household income. He added the NC Housing Coalition indicated 35% of homeowners could not afford to pay their mortgage and 40% of renters could not afford to rent. Currently there was a seven-year waiting list according to the state-maintained list for subsidized housing options.

Commissioner Tobin remarked land cost was a key issue. With the high cost of land, the ability to build a low-cost, affordable house was difficult especially as contractors also wanted to realize a fair profit.

Karen Brown provided information about the County-owned parcel off California Lane, known as Bowers town, where the recent wetlands delineation increased the buildable property area. The site plan had 42 units within 22 two-story structures. The project’s feasibility assumed the ability to tie into the Manteo treatment system along with receipt of some affordable housing bonuses. The homes would be designed for annual incomes of approximately \$50,000, with month housing costs of \$800/1,200 per month. Depending upon the number of bedrooms, the living space would average 1,100 sq. ft. per unit. Mr. Carver indicated the community groups he was focused on typically averaged incomes of \$32,000 a year or less.

Commissioner Tobin noted a concern regarding Manteo’s guidelines for density. Chairman Woodard offered another option would be the design of the site as studios and reducing the living space to 600-700 square feet to get more housing units. Pat Broom added there were certainly other possibilities and configurations of the conceptual plan.

Mr. Outten offered when the area of the Bowerstown site had been reviewed before with the CDC, developers had come up with a very similar plan and the number of units speculated had not been significantly different. Developers had been looking at the site to create affordable housing within the guidelines at the time. It was noted although the parcel was five acres; much of it was wetlands coupled with a state-owned boat launch to be considered. With the old site plan, the waste water cost was expensive.

Mr. Peele offered there could be federal money applied for in order to improve and expand waste water projects. It could help the Town of Manteo in any application for federal money to improve their system to have a proposed housing project incorporated with their request.

Mr. Malcolm Fearing mentioned there had been an extensive amount of information gathered in the past by Coastal Studies, as a nearby parcel had once been utilized as an area landfill or “brown field”. Remediation of that parcel could provide more buildable property. He said the County had those studies for reference. Mr. Outten acknowledged there had been reports on the area; however the anticipated cost for remediation had outweighed the benefit for a proposed park in a previous consideration.

Commissioner Bateman referenced the proposed \$50,000 income for Bowerstown was not a realistic bracket for a large number of the people who needed housing options and he noted many residents have yearly incomes between \$22-30 thousand and some were actually County employees. The maximum they could afford would be \$850/month for housing and

that group needed to be targeted for consideration in future plans. He added Boone, North Carolina, near Appalachian State University, had created four-tier high units for students ranging from \$650-950/month.

Chairman Woodard stated there were three different levels of housing needs. Some consideration had been given to use of the local old hotel for housing in the \$30-35,000 budget range.

The discussion of the group outlined housing issues concern not only seasonal employees but year-round employees, such as teachers and fireman. Mr. Outten added the County often struggled to employ high-end talent due the area's cost of housing. Commissioner Ross raised the question of conformity in definitions such as (1) student housing (a new concern raised in workshop), (2) the seasonal talent pool, (3) full-time workers such as teachers, banking institution, government workers, etc., and (4) those earning less than \$32,000/year affordability. The consensus was student housing was not necessarily the group concern at this time. Commissioner Bateman agreed it was important to keep the housing affordable within an \$800-\$1,200 monthly range. Chairman Woodard offered there could be a blended or mixed use of the Bowerstown project to address both the seasonal and full-time employees. Pat Broom, explained the presented project was based upon the targeted needs and concerns of Chamber members in the area and to get the conversation started regarding the housing issue. The project was high end in part due to the water views, wetland considerations and the location in Manteo.

Mr. Fearing mentioned if the land was already owned by the developer it would become more feasible to make the housing affordable. There are companies in other areas competing for housing where the financial programs have tax consequences making it more feasible. He also referred to a HUD project, Bay Tree, which had been completed sometime ago with subsidies for elderly housing. He suggested the rehabilitation of old homes or mobile homes as additional housing solutions to investigate.

Chairman Woodard noted Donna Creef would continue her research on what other like-kind communities were doing and she would provide the Board with information as it came available. One of the projects reviewed was a community very similar to Dare located in Wilmington.

Mr. Carver clarified his organization was non-profit and typically worked with land donations. He offered the realized write offs were usually higher when working with a nonprofit organization and the money saved could be used in improving the quality of the homes built.

The group also touched on the area cost-of-living versus the wages realized which caused some people to have roommates in order to meet housing costs and their associated utilities. Others mentioned the inventory was available, but a large number of homes or spare rooms in homes were rented through companies such as Airbnb. The 2020 census may give insight into the area's income levels.

Others mentioned pet ownership caused additional obstacles for renters. Mr. Gupta stated 75-80% of the renters in Kill Devil Hills' apartments had pets and maintenance there was high. He noted the number of people with pets in Dare County was greater than the national average. In order to service the large number of tourists here Mr. Gupta added would require

different housing for seasonal and fulltime residents. He stated land was typically 5% of the construction cost and to get the land free was not going to have a game-changing effect. The cost of building one house at a time would have higher cost factors to consider and he did not believe the monthly rental or mortgage costs could be reduced to accommodate affordable housing needs without government subsidy. He added dormitories would be a good solution for seasonal housing.

Chairman Woodard noted there would be a Public Hearing today at 5:00 p.m.; and the Board would later be able to make a decision on a few zoning items to stimulate the activity to encourage essential housing. He stated the Board would continue in a proactive conversation and future actions to work towards solving the housing needs of the County.

Pat Broom, from the Chamber, acknowledged the Bowerstown project certainly would not take a large bite out of the number of affordable home focus areas, but it would be a start. She stated the next phase of a proposed long-range plan would be for the County and County stakeholders to decide what sort of public/private entity would be needed to own the project in the long-term basis, perhaps with outside resources.

Commissioner House noted the conversation for the housing issue was heading in the right direction with many good ideas discussed in the workshop and the conversation needed and would continue.

Mr. Flynn directed the group to continue to consider the runoff from new developments while addressing the housing market in order to preserve the water quality.

Chairman Woodard thanked County staff, the Chamber and all of the participants in the conversation and at 2:36 p.m., the Board of Commissioners adjourned the Special Workshop.

Respectfully submitted,

[SEAL]

By: _____
Cheryl C. Anby, Clerk to the Board

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

Note: Copies of supporting material considered by the Board of Commissioners at this special meeting are on file in the office of the Clerk to Board.



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING

To Discuss and Approve Activation of the Debris Removal Contract

Dare County Administration Building, Room #168, Manteo, NC

8:30 a.m., September 23, 2019

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

Commissioners absent: None

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

At 8:32 a.m. Chairman Woodard called to order the Special Meeting – no opening remarks were made.

Mr. Outten explained it was time to proceed with activation of hurricane debris cleanup. The contractor's crews were ready to begin. Southern Disaster Recovery of Greenville would act as contractor with Thompson Consulting Services proceeding as the monitoring group. He reported the gated community of Colington was completed. Clean up at Martin's Point, which is not covered for FEMA reimbursement, is estimated at \$150,000.00. In the past non-system roads had been covered, however, we cannot begin those until a declaration is made and the County could bare the expense for non-system roads.

MOTION

Commissioner House motioned to approve activation of the debris removal contract.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

Mr. Outten mentioned in past storms permit fees had been waived and suggested the same be done for Hurricane Dorian repair permits.

Vice-Chairman Overman asked about the emergency communication outage which occurred on September 19, 2019. Mr. Outten explained it had been caused by a CenturyLink problem and was resolved. He will inquire as to the possibility of redundancy in the system.

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

MOTION

Commissioner Tobin motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 8:40 a.m., the Board of Commissioners adjourned the Special Meeting.

Respectfully submitted,

[SEAL]

By: _____
Cheryl C. Anby, Clerk to the Board

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

Note: Supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to Board.



*North Carolina Governor's Highway Safety Program (GHSP)
Local Governmental Resolution*

Description

The Dare County Sheriff's Office requests the attached resolution to comply with the award requirements.

Board Action Requested

Approval

Item Presenter

Sheriff J. D. "Doug" Doughtie

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Dare County Sheriff's Office (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that Dare County Board of Commissioners

(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Dare County Board of Commissioners IN OPEN MEETING ASSEMBLED IN THE CITY OF Manteo, NORTH CAROLINA,

(Governing Body)

THIS 07th DAY OF October, 20 19, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Edward Jack Scarborough is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 20,000.00 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.00 as required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____ (Chairperson/Mayor)

ATTESTED BY _____ (Clerk)

DATE _____





*Health & Human Services-Public Health Division
Emergency Overdose- Local Mitigation to the Opioid Crisis Grant*

Description

The Dare County Public Health Division has received additional funding from the NC Division of Public Health for the Opioid Crisis Grant to expand and implement strategies to prevent fatal and non-fatal opioid overdoses, increase access and linkages to care services for the most vulnerable populations, and build local capacity to respond to the opioid epidemic. This funding will continue to support the scope of services for Dare county's Saving Lives Overdose Response team, the Syringe Exchange program and the Peer Support Specialists by providing financial support for education, training and access to treatment & rehabilitation.

Board Action Requested

Approve Budget Ammendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT

F/Y 2019-2020

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

Revenues:

| | | | | |
|------------------------------------|--------|--------|-------|----------|
| State/Federal - DHHS Opioid Crisis | 103027 | 424203 | 56004 | \$18,639 |
|------------------------------------|--------|--------|-------|----------|

Expenditures:

| | | | | |
|-------------------|--------|--------|-------|---------|
| Salary | 104600 | 500200 | 56004 | \$6,492 |
| FICA | 104600 | 500300 | 56004 | \$497 |
| Retirement | 104600 | 500400 | 56004 | \$586 |
| Health Insurance | 104600 | 500500 | 56004 | \$1,773 |
| Contract Services | 104600 | 510700 | 56004 | \$3,700 |
| Operating | 104600 | 513400 | 56004 | \$5,591 |

Explanation:

Received additional state funding to cover the health education specialist salary/benefits and to extend the contracted services for an additional two months. Additional funding will also be used to purchase a PC, materials, supplies, and for training registration.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

Division of Public Health Agreement Addendum FY 19-20

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

CDI / Injury and Violence Prevention Branch

Local Health Department Legal Name

DPH Section / Branch Name

490 Emergency Overdose: Local Mitigation to the
Opioid Crisis

Amy Patel, 919-707-5427
amy.patel@dhhs.nc.gov

Activity Number and Description

DPH Program Contact
(name, phone number, and email)

06/01/2019 – 10/31/2019

Service Period

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

07/01/2019 – 11/30/2019

Payment Period

- Original Agreement Addendum
 Agreement Addendum Revision # 3

I. Background:

No change.

II. Purpose:

This Agreement Addendum Revision #3 provides additional funds to expand implementation of this Activity 490 Emergency Overdose: Local Mitigation to the Opioid Crisis as described in the Section III. Scope of Work and Deliverables below.

III. Scope of Work and Deliverables:

As of October 1, 2019, this Agreement Addendum Revision #3 adds Subparagraphs vi., vii., and viii. to Paragraph 3, Subparagraph a., as follows:

- vi. Increase staff time for Outreach Worker to further expand community outreach by making at least 30 additional contacts with program participants for linkages to care.
- vii. Support staff training and operational expenses, such as attendance of in-state trainings offered by Recovery International to begin development of a local recovery group.
- viii. Hire and train Peer Support Specialist/Outreach Worker to expand partnerships with local substance use disorder treatment providers to connect participants to care services.


Health Director Signature (use blue ink)

9/16/19
Date

| | |
|---|--|
| Local Health Department to complete: (If follow-up information is needed by DPH) | LHD program contact name: <u>Roxana Ballinger</u> Phone number with area code: <u>252-475-5619</u> Email address: <u>roxana.ballinger@darenc.com</u> |
|---|--|

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

IV. Performance Measures/Reporting Requirements:

As of October 1, 2019, this Agreement Addendum Revision #3 adds Subparagraph i. to Paragraph 2, as follows:

- i. Summary of key impacts or achievements made by the staff who were supported by this funding, including the total percentage of full-time equivalent positions for each month of the Service Period covered in the final progress report.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions:

No change.

FY20 Activity: 490 Emergency Overdose: Local Mitigation to the Opioid Crisis

Supplement 3

Supplement reason: In AA+BE or AA+BE Rev -OR- -

CFDA #: 93.354 Federal awd date: 8/29/18 Is award R&D? no FAIN: NU90TP921993 Total amount of fed awd: \$ 4,058,977

| | | | | |
|------------|---|--------------------------------|--|---------------------------------------|
| CFDA name: | Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response | Fed award project description: | North Carolina's Cooperative Agreement for Emergency Response: Public Health Crisis Response | |
| | | Fed awarding agency: | DHHS, Centers for Disease Control and Prevention | Federal award indirect cost rate: n/a |

| Subrecipient | Subrecipient DUNS | Fed funds for This Supplement | Total of All Fed Funds for This Activity | Subrecipient | Subrecipient DUNS | Fed funds for This Supplement | Total of All Fed Funds for This Activity |
|-----------------|-------------------|-------------------------------|--|--------------|-------------------|-------------------------------|--|
| Alamance | 965194483 | = | \$38,914 | Jackson | 019728518 | = | = |
| Albemarle | 130537822 | = | = | Johnston | 097599104 | = | = |
| Alexander | 030495105 | = | = | Jones | 095116935 | = | = |
| Anson | 847163029 | = | = | Lee | 067439703 | = | = |
| Appalachian | 780131541 | = | \$42,539 | Lenoir | 042789748 | = | = |
| Beaufort | 091567776 | \$5,389 | \$12,961 | Lincoln | 086869336 | = | = |
| Bladen | 084171628 | = | = | Macon | 070626825 | = | \$35,690 |
| Brunswick | 091571349 | = | = | Madison | 831052873 | = | = |
| Buncombe | 879203560 | \$19,605 | \$46,143 | MTW | 087204173 | = | = |
| Burke | 883321205 | = | = | Mecklenburg | 074498353 | \$20,000 | \$66,922 |
| Cabarrus | 143408289 | = | \$30,000 | Montgomery | 025384603 | = | = |
| Caldwell | 948113402 | = | = | Moore | 050988146 | = | = |
| Carteret | 058735804 | = | = | Nash | 050425677 | = | \$11,906 |
| Caswell | 077846053 | = | = | New Hanover | 040029563 | = | = |
| Catawba | 083677138 | = | = | Northampton | 097594477 | = | = |
| Chatham | 131356607 | = | = | Onslow | 172663270 | = | \$42,625 |
| Cherokee | 130705072 | = | = | Orange | 139209659 | = | = |
| Clay | 145058231 | = | = | Pamlico | 097600456 | = | = |
| Cleveland | 879924850 | = | \$18,744 | Pender | 100955413 | = | = |
| Columbus | 040040016 | = | = | Person | 091563718 | = | = |
| Craven | 091564294 | = | = | Pitt | 080889694 | \$11,897 | \$42,491 |
| Cumberland | 123914376 | = | = | Randolph | 027873132 | = | = |
| Dare | 082358631 | \$18,639 | \$55,157 | Richmond | 070621339 | = | = |
| Davidson | 077839744 | = | = | Robeson | 082367871 | = | = |
| Davie | 076526651 | = | \$49,431 | Rockingham | 077847143 | = | = |
| Duplin | 095124798 | = | = | Rowan | 074494014 | = | = |
| Durham | 088564075 | = | \$60,547 | RPM | 782359004 | = | = |
| Edgecombe | 093125375 | = | = | Sampson | 825573975 | = | = |
| Forsyth | 105316439 | = | \$30,000 | Scotland | 091564146 | = | = |
| Franklin | 084168632 | = | = | Stanly | 131060829 | = | \$64,249 |
| Gaston | 071062186 | = | = | Stokes | 085442705 | = | = |
| Graham | 020952383 | = | = | Surry | 077821858 | = | = |
| Granville-Vance | 063347626 | = | \$42,690 | Swain | 146437553 | = | = |
| Greene | 091564591 | = | = | Toe River | 113345201 | = | = |
| Guilford | 071563613 | = | \$37,703 | Transylvania | 030494215 | = | = |
| Halifax | 014305957 | = | = | Union | 079051637 | = | = |
| Harnett | 091565986 | = | = | Wake | 019625961 | = | \$29,370 |
| Haywood | 070620232 | = | \$35,395 | Warren | 030239953 | = | = |
| Henderson | 085021470 | = | = | Wayne | 040036170 | = | = |
| Hoke | 091563643 | = | \$54,326 | Wilkes | 067439950 | = | = |
| Hyde | 832526243 | = | = | Wilson | 075585695 | = | = |
| Iredell | 074504507 | = | \$40,584 | Yadkin | 089910624 | = | = |

DPH-Aid-To-Counties For Fiscal Year: 19/20

Budgetary Estimate Number : 2

| Activity 490 | AA | 1175 5176 AA | Proposed Total | New Total |
|----------------|-----|--------------------|-------------------|--------------|
| Service Period | | 06/01-10/31 | | |
| Payment Period | | 07/01-11/30 | | |
| 01 Alamance | | 0 | 0 | 38,914 |
| D1 Albemarle | | 0 | 0 | 0 |
| 02 Alexander | | 0 | 0 | 0 |
| 04 Anson | | 0 | 0 | 0 |
| D2 Appalachian | | 0 | 0 | 42,539 |
| 07 Beaufort | * 2 | 5,389 | 5,389 | 12,961 |
| 09 Bladen | | 0 | 0 | 0 |
| 10 Brunswick | | 0 | 0 | 0 |
| 11 Buncombe | * 2 | 19,605 | 19,605 | 46,143 |
| 12 Burke | | 0 | 0 | 0 |
| 13 Cabarrus | | 0 | 0 | 30,000 |
| 14 Caldwell | | 0 | 0 | 0 |
| 16 Carteret | | 0 | 0 | 0 |
| 17 Caswell | | 0 | 0 | 0 |
| 18 Catawba | | 0 | 0 | 0 |
| 19 Chatham | | 0 | 0 | 0 |
| 20 Cherokee | | 0 | 0 | 0 |
| 22 Clay | | 0 | 0 | 0 |
| 23 Cleveland | | 0 | 0 | 18,744 |
| 24 Columbus | | 0 | 0 | 0 |
| 25 Craven | | 0 | 0 | 0 |
| 26 Cumberland | | 0 | 0 | 0 |
| 28 Dare | * 2 | 18,639 | 18,639 | 55,157 |
| 29 Davidson | | 0 | 0 | 0 |
| 30 Davie | | 0 | 0 | 49,431 |
| 31 Duplin | | 0 | 0 | 0 |
| 32 Durham | | 0 | 0 | 60,547 |
| 33 Edgecombe | | 0 | 0 | 0 |
| D7 Foothills | | 0 | 0 | 0 |
| 34 Forsyth | | 0 | 0 | 30,000 |
| 35 Franklin | | 0 | 0 | 0 |
| 36 Gaston | | 0 | 0 | 0 |
| 38 Graham | | 0 | 0 | 0 |
| D3 Gran-Vance | | 0 | 0 | 42,690 |
| 40 Greene | | 0 | 0 | 0 |
| 41 Gullford | | 0 | 0 | 37,703 |
| 42 Halifax | | 0 | 0 | 0 |
| 43 Harnett | | 0 | 0 | 0 |
| 44 Haywood | | 0 | 0 | 35,395 |
| 45 Henderson | | 0 | 0 | 0 |
| 46 Hertford | | 0 | 0 | 0 |
| 47 Hoke | | 0 | 0 | 54,236 |
| 48 Hyde | | 0 | 0 | 0 |
| 49 Iredell | | 0 | 0 | 40,584 |
| 50 Jackson | | 0 | 0 | 0 |

| | | | | | |
|------------------|---|--------|--------|---------|--------|
| 51 Johnston | | | 0 | 0 | 0 |
| 52 Jones | | | 0 | 0 | 0 |
| 53 Lee | | | 0 | 0 | 0 |
| 54 Lenoir | | | 0 | 0 | 0 |
| 55 Lincoln | | | 0 | 0 | 0 |
| 56 Macon | | | 0 | 0 | 35,690 |
| 57 Madison | | | 0 | 0 | 0 |
| D4 M-T-W | | | 0 | 0 | 0 |
| 60 Mecklenburg * | 2 | 20,000 | 20,000 | 66,922 | |
| 62 Montgomery | | | 0 | 0 | 0 |
| 63 Moore | | | 0 | 0 | 0 |
| 64 Nash | | | 0 | 0 | 11,906 |
| 65 New Hanover | | | 0 | 0 | 0 |
| 66 Northampton | | | 0 | 0 | 0 |
| 67 Onslow | | | 0 | 0 | 42,625 |
| 68 Orange | | | 0 | 0 | 0 |
| 69 Pamlico | | | 0 | 0 | 0 |
| 71 Pender | | | 0 | 0 | 0 |
| 73 Person | | | 0 | 0 | 0 |
| 74 Pitt * | 2 | 11,897 | 11,897 | 42,941 | |
| 75 Poik | | | 0 | 0 | 0 |
| 76 Randolph | | | 0 | 0 | 0 |
| 77 Richmond | | | 0 | 0 | 0 |
| 78 Robeson | | | 0 | 0 | 0 |
| 79 Rockingham | | | 0 | 0 | 0 |
| 80 Rowan | | | 0 | 0 | 0 |
| D5 R-P-M | | | 0 | 0 | 0 |
| 82 Sampson | | | 0 | 0 | 0 |
| 83 Scotland | | | 0 | 0 | 0 |
| 84 Stanly | | | 0 | 0 | 64,249 |
| 85 Stokes | | | 0 | 0 | 0 |
| 86 Surry | | | 0 | 0 | 0 |
| 87 Swain | | | 0 | 0 | 0 |
| D6 Toe River | | | 0 | 0 | 0 |
| 88 Transylvania | | | 0 | 0 | 0 |
| 90 Union | | | 0 | 0 | 0 |
| 92 Wake | | | 0 | 0 | 29,370 |
| 93 Warren | | | 0 | 0 | 0 |
| 96 Wayne | | | 0 | 0 | 0 |
| 97 Wilkes | | | 0 | 0 | 0 |
| 98 Wilson | | | 0 | 0 | 0 |
| 99 Yadkin | | | 0 | 0 | 0 |
| Totals | | 75,530 | 75,530 | 888,747 | |

| | |
|--|---|
| Sign and Date - DPH Program Administrator <i>Vanula L...</i> 9/5/19 | Sign and Date - DPH Section Chief <i>[Signature]</i> 9/5/19 |
| Sign and Date - DPH Contracts Office <i>[Signature]</i> 9/5/19 | Sign and Date - DPH Budget Officer <i>[Signature]</i> 9/6/19 |

SH
9-6-19



*DHHS Public Health Division
Trillium Funding for Strategic Prevention Framework for Prescription Drugs Project*

Description

The Public Health Division has received a second year of funding from Trillium Health Resources for the Strategic Prevention Framework for Prescription Drugs Project (SPF-RX). Funds will be used to continue to raise community awareness about the dangers of sharing medications, proper storage and disposal of expired medications; to attend prevention conferences to provide opportunities for professional development, networking, collaboration, and to learn best practices and key strategies to prevent prescription drug abuse, misuse, and risks associated with over prescribing and sharing medicines; and to work with local community partners, law enforcement, schools and medical professionals to address prescription drug misuse and abuse through meetings, events, advertising and trainings.

Board Action Requested

Approve Budget Amendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT

F/Y 2019-2020

| ACCOUNT | CODE | | | INCREASE | DECREASE |
|--------------------------------|--------|--------|---------|----------|----------|
| | Org | Object | Project | | |
| Department: | | | | | |
| Human Services-Public Health | | | | | |
| <u>Revenues:</u> | | | | | |
| State/Federal-Trillium SPF-RX | 103027 | 424204 | 56003 | \$18,000 | |
| <u>Expenditures:</u> | | | | | |
| Travel - SPF-Rx | 104600 | 525100 | 56003 | \$1,100 | |
| Advertising/Promotion - SPF-Rx | 104600 | 525600 | 56003 | \$16,900 | |

Explanation:

Trillium Health Resources grant for Strategic Prevention Framework for Prescription Drugs Project.
Grant period: 07/01/19 - 06/30/20. Funds to be used for 2 SPF trainings, theater and television ad.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

From: **Melisa Morris** <Melisa.Morris@trilliumnc.org>
Date: Wed, Sep 11, 2019 at 10:53 AM
Subject: SPF-Rx Project SFY20 for Dare County
To: Roxana Ballinger <roxana.ballinger@darenc.com>, Elaine Jordan <elaine.jordan@darenc.com>
Cc: Rebbecca Basden <Rebbecca.Basden@trilliumnc.org>, Anne Cary <Anne.Cary@trilliumnc.org>

Good morning Roxana,

The Division has allocated funding in the amount of \$18,000.00 for Dare County Health Dept. to implement the Strategic Prevention Framework for Prescription Drugs (SPF-Rx) Project in Dare County for SFY20, effective July 1, 2019 – June 30, 2020.

Please submit a Scope of Work and budget for this Project as soon as possible, but no later than Monday, September 16, 2019, by 10 am.

The allocation letter states that the funding is to be used for the following:

1. To raise community awareness about the dangers of sharing medications, proper storage and disposal of expired medications through disposal kits, lock boxes, promotional items, billboards, advertisements, community events and other related materials to support this effort.
2. To attend in state and out of state prevention conferences to provide opportunities for professional development, networking, collaboration, and to learn best practices and key strategies to prevent prescription drug abuse, misuse, and risks associated with overprescribing and sharing medicines which includes registration, travel, lodging, and per diem.
3. To work with local community partners, law enforcement, LME-MCO's, schools or institutions, and medical professionals to address prescription drug misuse and abuse through hosting meetings, events, and trainings.
4. To bring in speakers for community events and trainings.
5. Participate in trainings and technical assistance related to the SPF-Rx grant.
6. Printing, supplies and other materials to support the project.

Please confirm receipt of this email and let me know if you have any questions.

Thank you for your help and time. Have a great day.

Thank you,
Melisa Morris
Contract Administrator
Trillium Health Resources
www.TrilliumHealthResources.org

P: 1-866-998-2597

F: 252-215-6887

24-Hour Crisis Care & Service Enrollment
1-877-685-2415

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Water Department NCDOT Right of Way Encroachment Agreement for Seven-Eleven, Kitty Hawk

Description

The Dare County Water Department is requesting that the Right of Way Encroachment Agreement be approved for a water line at the intersection of Route 158 & Woods Road, Kitty Hawk.

Board Action Requested

Approval of NCDOT Right of Way Encroachment Agreement.

Item Presenter

Pat Irwin

ROUTE 158 PROJECT 7-Eleven at 6100 N. COUNTY OF STATE OF NORTH CAROLINA
Croatan Hwy Dare

DEPARTMENT OF TRANSPORTATION

THREE PARTY RIGHT OF WAY
ENCROACHMENT AGREEMENT ON
PRIMARY AND SECONDARY SYSTEM

VRE KITTY HAWK LLC
1211 S white Chapel Blvd, Southlake, TX 76092
-AND-
Dare County

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____, by and between the Department of Transportation, party of the first part; and VRE KITTY HAWK, LLC party of the second part; and Dare County party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) 158 and the Woods Road, located at the southwest corner of the intersection of Route 158 and The Woods Road and the Town of Kitty Hawk in Dare County

with the construction and/or erection of: open cut of the Woods Rd for a 6" PVC water line installation, fire hydrant, and installation of a domestic water meter and irrigation meter

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations

of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

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

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

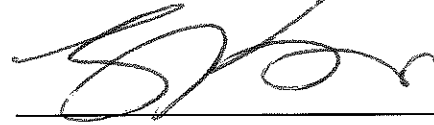
R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____

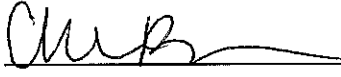
DIVISION ENGINEER



VRE Kitty Hawk, LLC
Jason Keen, Manager

Second Party

WITNESS:


Chessney Brooks

WITNESS:

Third Party



Board Appointments

Description

1. DC Transportation Advisory Board
2. Upcoming Board Appointments for November, December and January

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Dare County Transportation Advisory Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

October, 2019

DARE COUNTY TRANSPORTATION ADVISORY BOARD
(Four Year Term)

The DC Transportation Advisory Board recommends:

**Appointing Mayte Hernandez-Beacham to fill the Human Services Sector vacancy
and will make recommendations to fill other vacancies at a later date.**

Applications have been received from:

Kathryn Fagan

Mayte Hernandez-Beacham

George Carver, Jr.

Other Members: See attached list

DARE COUNTY TRANSPORTATION ADVISORY BOARD

(Staggered Terms/Four Year Term)

The Dare County Transportation System is required by the State's Community Transportation Program to have a local Transportation Advisory Board. This Board is expected to maintain a minimum level of coordinated transportation service and to maintain ongoing communications as a means of seeking public involvement and ongoing administrative oversight.

| <u>MEMBER</u> | <u>TERM EXPIRATION</u> | <u>ACTION</u> |
|--|-------------------------------|--------------------------------------|
| Brandi Rheubottom P.O. Box 1000 Manteo, NC 27954 475-5635 Older Adult Services (Government Sector) | 6-2022 | Apptd. 6/06 Reapptd. 6/10,14, 18 |
| Chuck Lycett P.O. Box 1000 Manteo, NC 27954 475-5526 Health & Human Services (Government Sector) | 6-2022 | Apptd. 9/18 |
| Vacant (Public Business Sector) | 6-2017 | |
| Kenny Kee 1101 E.R. Daniels Rd. Wanchese, NC 27981 480-3500 Dare County Career Center (Government Sector) | 6-2022 | Apptd. 6/04 Reapptd.6-06,10,14,18 |
| vacant (Human Services Sector) | 6-2021 | Apptd. |
| Nessie Siler 146 Airport Rd. Manteo, NC 27954 473-3376 User with a Disability (Public/Business Sector) | 6-2022 | Apptd. 6/14 Reapptd. 6/18 |
| Ginny Zdanski P.O. Box 175 Manteo, NC 27954 473-6316 Human Service Agency (Human Services Sector) | 6-2020 | Apptd. 11/16 |

| | | |
|---|--------|------------------------------------|
| Jim Tobin 6951 Pecan Lane PO Box 243 Manns Harbor, NC 27953 Jim.tobin@darenc.com 216.7732 Dare County Commissioner (Government Sector) | 6-2023 | Apptd. 1/19 |
| Maria Heifferon, Ch. 8410 S. Old Oregon Inlet Rd. Nags Head, NC 27959 441-5323 Ethnic Minority Rep. (Public/Business Sector) | 6-2020 | Apptd. 7/08 Reapptd. 6/12, 6/16 |
| Vacant (Public/ Business Sector) | 6-2017 | |
| Alex Chandler 1229 Burnside Road Manteo, NC 27954 216-6058 – Home 473-3717 – Business chandleral@daretolearn.org Education Institution (Government Sector) | 6-2022 | Apptd. 6/18 |
| Amy Montgomery OBX Hospital 4800 S. Croatan Hwy. Nags Head, NC 27959 (Dialysis/Hospital Rep.) (Human Services Sector) | 6-2021 | Apptd. 9/11 Reapptd. 6/13, 17 |
| Vacant (Public/Business Sector) | 6-2017 | |

NOTES:

CONTACT INFO: Sharon Flatt, Transportation Director - 475-5641

MEETING DATE: Quarterly, Dare Co. Center, 8:30 a.m.

Stuart Bell appointed to fill unexpired term of Dick Wood 2/99.
Warren Judge replaced Stuart Bell 7/99.
Doug Tutwiler replaced John Xenakis 7/99.
Randy Hemmis filled unexpired term of Al Valentino 1/00.
Bryan Shaw filled unexpired term of Ward Barnett 1/00.
Richard Wescoat appointed to fill unexpired term of Al Forman 2/00.
Donnie Just appointed to fill unexpired term of Doug Tutwiler 2/00
Ray Seiwel filled unexpired term of Randy Hemmis 2/00.
Trish Blacmon appointed to fill unexpired term of Wilson Shearin 6/00.
Christan Zdanski replaced Uli Bennewitz 6/00.
Oral Ali replaced Lani Goodwin 6/00.

Dawn Enochs replaced Warren Judge 6/00.
David Hoare appointed to fill unexpired term of Richard Wescoat 10/00.
Curtis Creech appointed to fill unexpired term of Chris Zdanski 12/00.
Comm. Geneva H. Perry filled unexpired term of outgoing Comm. Cheryl Byrd 1/01.
Kim Bailey replaced Ann Laughlin 7/01.
David Quidley replaced Bryan Shaw 7/01.
Jeff Tack filed unexpired term of Dawn Enoch 7/01.
Eric Spears filled unexpired term of Donnie Just 7/01.
Kermit Skinner filled unexpired term of the late Curtis Creech 6/02.
DCBC eliminated seat for Cancer Support Group 7/1/02.
Jody Crosswhite filled unexpired term of Trish Blackmon 12/02.
Comm. Cheryl Byrd appointed to fill unexpired term of outgoing Comm. Geneva Perry 2/03.
Margie Midgett appointed to fill unexpired term of Dell Collins 3/03.
Doug Seay replaced Jeff Tack (OB Visitor Bureau) 6/03.
Sandy Morrison apptd. to fill unexpired term of David Hoare 6/03.
Pete Groom replaced Alex Risser 6/04.
Pat Morrissey replaced Kermit Skinner, 6/04.
Kenny Kee replaced Jimmy Perry 6/04.
Megan Gregory replaced David Quidley 1/05.
Robert Woodard apptd. to fill unexpired term of Doug Seay 2/05.
Amy Etheridge apptd. to fill unexpired term of Kim Bailey 2/05.
Ben Sproul apptd. to fill vacant OB Rest. Asso. seat 4/05.
Andy Szakos filled unexpired term of Sandy Morrison 3/06.
Michelle Pharr filled unexpired term of Bob Woodard 3/06.
Tim Shearin filled unexpired term of Pat Morrisey 4/06.
David Kleinschuster apptd. To fill unexpired term of Amy Etheridge 6/06.
Comm. Jack Shea apptd. to fill unexpired term of Cheryl Byrd 1/07.
Amy Montgomery filled unexpired term of Gina Scarborough 9/11.
Kristen Parrino filled vacant Hatteras Island seat 4/15.
Apptd. Ginny Zdanski to fill vacant Public Human Service Agency seat 11/16.
Apptd. Mandy Earnest to fill Human Services Sector seat 10/17
Alex Chandler appointed to replace John Winston, Jr. 6/18
Chuck Lycett replaced Jay Burrus who retired 9/18
Jim Tobin replaced Jack Shea 1/19
Mandy Earnst removed from list, never attended meeting per Don Cabana 1/19

REVISED 9/19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Library Board

2nd choice Transportation

3rd choice _____

Name Kathryn Fagan

Address 115 Airport Rd. PO Box 44 (mailing)

City/State/Zip Manteo, NC 27954

Email Address kpfagan45@gmail.com

Telephone Home: 2529470211

Business: _____

Resident of Dare County: yes no

Occupation: Attorney

Business Address: _____

Educational background:

Bachelor of Arts

Juris Doctorate

Business and civic experience and skills:

Various Bar activities, League of Women voters, on the Board of Governors

for the Elizabethan Gardens, Representing business clients such as hotels.

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

REFERENCES

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

| Name | Business/Occupation | Address | Telephone |
|------|---------------------|---------|-----------|
|------|---------------------|---------|-----------|

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

Date: _____ Signature of applicant: _____

FOR OFFICE USE ONLY:

Date received: 4-8-19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice TRANSPORTATION

2nd choice _____

3rd choice _____

Name MAYTE HERNANDEZ-BEACHAM

Address 233 BROADBAY DRIVE

City/State/Zip KILL DEVIL HILLS, NC 27948

Email Address mayte.hernandez-beacham@darenc.com

Telephone Home: 252-441-1694

Business: 252-475-5066

Resident of Dare County: yes no

Occupation: INTERPRETER/HEALTH CHECK COORDINATOR

Business Address: DARE COUNTY HEALTH DEPARTMENT, 109 EXETER STREET,
MANTEO, NC 27948

Educational background:

B.S. IN BIOLOGY, MASTER IN BUSINESS ADMINISTRATION
(MBA)

Business and civic experience and skills:

VOLUNTEER AT THE DARE LITERACY COUNCIL FOR SEVERAL
YEARS

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

REFERENCES

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

| Name | Business/Occupation | Address | Telephone |
|-----------------|---|--------------|--------------|
| REBECCA WOODS | HEALTH EDUCATION SUPERVISOR AND OUTREACH | HEALTH DEPT. | 252-475-9376 |
| ROXANA BALINGER | HEALTH EDUCATION AND OUTREACH DIRECTOR | HEALTH DEPT. | 252-475-5619 |
| GINNY ZDANSKI | PREGNANCY CARE MANAGER | HEALTH DEPT. | 252-475-5983 |

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

Date: 3/26/2019 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 3-26-19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Health and Human Services Board

2nd choice Youth Council

3rd choice Transportation Advisory Board

Name George Carter Jr

Address 110 Scarborough St

City/State/Zip Manteo NC 27954

Email Address DareminorityCoalition@gmail.com

Telephone Home: 305-8671

Business: 564-5140

Resident of Dare County: yes no

Occupation: Business owner / Cook / Construction

Business Address: Manteo, NC 27954 ; Nags Head
5000 S. Croatan Hwy

Educational background:
3yrs North Carolina Central Un. / yr Piedmont Co. College
1yr COA Manteo Grad. 98

Business and civic experience and skills:

Owner of George's Dome Home Inc. ; Hosted
Meet the Candidates w/ Dare Minority Coalition Inc.
Oct. 18 2018

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

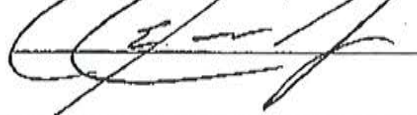
Executive Director of Dare Minority Coalition Inc
Founder & Owner of George's Dome Homes Inc

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 |
|------------------|--------------------------|------------------------|--------------------|
| Beth Selby | Bus. & Operation manager | Angora St. | 480-8888 ext. 1916 |
| Lendell Ferguson | Ret. Marine Vet. | Sir Walter Raleigh St. | 619-674 |
| L'Tanya Murray | Principle | Raleigh Wood Dr | 423-1104 |

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: 1/24/19 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 1/24/19



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

November, 2019

1. Older Adult Services Advisory Council

The 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.

- 1 term expires

December, 2019

1. Equalization and Review Board

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

- 5 terms expire

2. Special Motor Vehicle Valuation Review Committee

This Committee hears and reviews appeals of listings and valuations placed upon taxable motor vehicles located within Dare County.

- 3 terms expire

January, 2020

1. Tourism Board

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

7 terms expiring January 2020

2. Working Watermen Commission

The Commission for Working Watermen works to protect and enhance the commercial fishing industry in Dare County. The Commission monitors and advises the Dare County Board of Commissioners regarding pending or proposed laws, rules, regulations, fishery management plans and coastal habitat plans, as they relate to commercial fishing in the county.

2 terms expire

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

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



Commissioners' Business & Manager's/Attorney's Business

Description

Remarks and items to be presented by Commissioners and the County Manager.

Board Action Requested

Consider items presented

Item Presenter

Robert Outten, County Manager



Closed Session

Description

The Dare County Board of Commissioners will go into Closed Session pursuant to provisions of the North Carolina General Statutes (NCGS) as specified by the County Manager.

Board Action Requested

Approve Going Into Closed Session

Item Presenter

County Manager, Robert Outten