



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, March 16, 2020

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

AGENDA

- 5:00 PM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Employee of the Month
- ITEM 3** Public Comments
- ITEM 4** Dare County Veterans Resources & Job Fair
- ITEM 5** Trillium Health Resources - Annual Report
- ITEM 6** Resolution - 2020 U.S. Census
- ITEM 7** Award of FY2019-2020 Equipment Financing
- ITEM 8** **Consent Agenda**
- 1. Approval of Minutes
 - 2. Amendment to Capital Project Ordinance for Series 2018 LOBs & Nags Head Beach Nourishment
 - 3. Authorization to Present Service Weapon to Retiring Deputy Sheriff
- ITEM 9** **Board Appointments**
- 1. Older Adult Services Advisory Council
- ITEM 10** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON APRIL 6, 2020



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



Employee of the Month

Description

The Employee of the Month Certification will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Comments

Description

The Board of Commissioners encourages citizen participation and provides time on the agenda at every regularly scheduled meeting for Public Comments. This is an opportunity 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



Dare County Veterans Resources & Job Fair

Description

Veterans Resources & Job Fair will be held on April 30, 2020 at the Dare County Center. Blake Salmon will provide details.

Board Action Requested

None - Informational Presentation

Item Presenter

Blake Salmon



Trillium Health Resources - Annual Report

Description

Trillium Health Resources is a LME/MCO (Local Management Entity/Managed Care Organization) that provides mental health, intellectual and developmental disability and substance use services to twenty-six counties in eastern North Carolina including Dare County.

A report will be given to the Board of Commissioners on the services that Trillium Health Resources provides to the people of Dare County.

Board Action Requested

None - Informational Presentation

Item Presenter

Dave Peterson, Trillium Health Resources, Central Regional Director

TRILLIUM HEALTH RESOURCES ANNUAL REPORT DARE COUNTY

DAVE PETERSON, MA
SENIOR REGIONAL DIRECTOR

Transforming Lives



TRILLIUM UPDATE

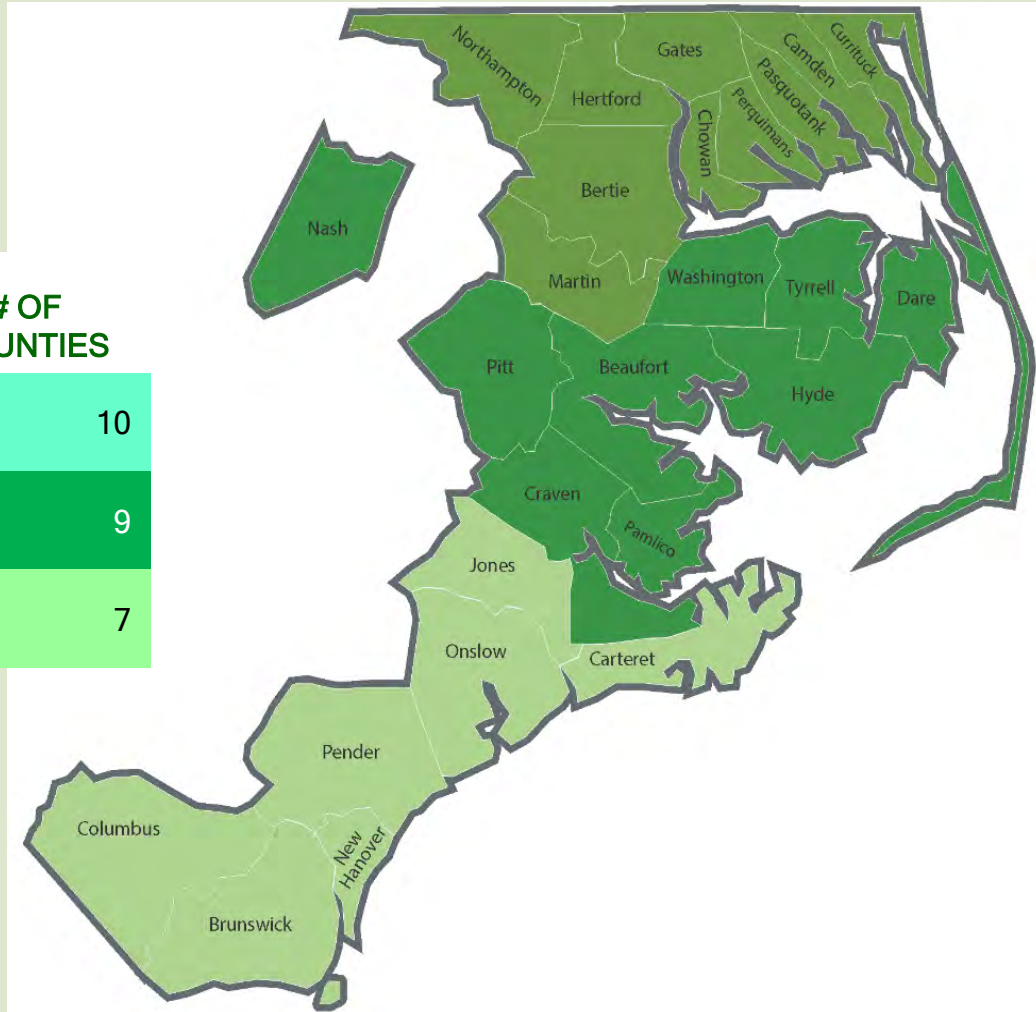
Trillium's mission: Transforming lives and building community well-being through partnership and proven solutions.

- Who We Are
- Medicaid Transformation Changes
- Insurance company partner
- Organizational changes- call center/contracts/neighborhood connections
- County Data

Who We Are - Numbers

- 26 Counties
- 1,411,829 total population
- 266,000 Medicaid Eligible
- Served almost 57,000 individuals from mild to severe mental health needs
 - 71.4% with MH needs
 - 19.3% with SUD
 - 9.3% with IDD
- Approximately 500 Providers
- \$475,921,857.00 spent on services last year
- Smallest County- Tyrrell 4,131- Largest County -New Hanover 232,274
- Cover over 12,000 square miles

REGION	POPULATION	SQUARE MILES	# OF COUNTIES
Northern	201,477	3,511	10
Central	494,312	4,717	9
Southern	763,679	4,176	7



Medicaid Transformation

- **Standard Plan- 5 companies were awarded**
 - Amerihealth Caritas NC Inc.
 - Blue Cross Blue Shield of NC
 - UnitedHealthcare of NC Inc.
 - WellCare of NC Inc.
 - Carolina Complete Health- only covers regions 3, 4 and 5
- ❖ **These Plans will be managing the mild to moderate Medicaid behavioral health recipients**

Map of Standard Plan Regions

Managed Medicaid Coverage Regions



Medicaid Transformation continued:

Tailored Plan

- 5-7 Managed Care Organizations- NCACC recommended the current LME/MCO map
- Managing the high risk/high cost individuals with mental health, developmental disabilities and substance use
- Applications due late winter 2020
- Managing the whole person- both physical health and behavioral health

Medicaid Transformation continued

- The original plan had 2 phases
- November 1st 2019, phase 1- was moved to phase 2 -February 2020.
- November 20th, 2019 DHHS suspended the implementation of Medicaid Transformation for Standard Plan Insurance Companies
- They have not put a timeframe on when they will go live
- Tailored Plan will still be applying in late winter, with the potential of going live July 2021

Impact today

- Consumers will remain with the same services with their MCO
- We will still move forward with developing the infrastructure to serve the whole person
- Work towards contracting with pharmacies and primary care services

Organizational changes

- Transition Team
- Dr. Paul Garcia- Utilization Management
- Care Management changes
- Community Development and Member Engagement
- Head of DSS and DJJ
- Network Department Changes
 - Contracts with primary care and pharmacies

Funding Changes

- Since Standard Plans will be run by insurance companies, they will be managing a part of the Medicaid dollars
- Tailored plans which cover the higher risk individuals, our PMPM will be higher, but total number served under us will be lower
- Developing a whole person care model to cover costs of the physical issues along with the behavioral health issues
- The 1115 Waiver is required to be cost neutral

Project Updates

- Oxford Houses- 2 - 8 bed facilities in Nash County
- Food Trucks- 2- Located in Hertford and Craven County
- Eat the Rainbow- Healthy eating classes in all counties
- Peloton Bikes- 63 bikes to 19 providers at 55 different locations in our 26 counties
- Naloxone Kits- received in all 26 counties
- CHAT- Mobile App when dealing with crisis- received an award last year

Project Updates Cont.

- Hurricane Response teams in Hyde and Dare counties
- Hope4NC Grant- offers Crisis Counseling after hurricanes
- Chalk About Mental Health day in August- addressing suicide
- Safe Schools/Health Kids- online training on a variety of topics
- OUTreach project- helping foster kids address identity issues in the community
- CIT classes for Law Enforcement
- Mental Health 1st Aid

Consumers served in Dare County

Total Consumers served - 1,044

- Mental Health - 757
- Substance Use - 292
- I/DD - 102

Total is unduplicated, since a single individual may receive services in more than one category

QUESTIONS?

Transforming Lives





Resolution - 2020 U.S. Census

Description

Dare County's Complete Count Committee will present a resolution with regard to the 2020 U.S. Census.

Board Action Requested

Adopt Resolution

Item Presenter

Donna Creef and Dorothy Hester, Co-Chairpersons
of Dare County's Complete Count Committee



**RESOLUTION DECLARING
MARCH 29 TO APRIL 4, 2020
DARE COUNTS WEEK**

WHEREAS, census data is used for congressional apportionment, transportation forecasting, and funding allocation for educational and healthcare needs; and

WHEREAS, in September 2019 the Dare County Board of Commissioners appointed the Dare County Complete Count Committee to disseminate information about the 2020 census and encourage Dare County citizens to participate in the 2020 census; and

WHEREAS, the Complete Count Committee has been meeting since August 2019 and has identified outreach activities and locations for the dissemination of census information; and

WHEREAS, official census information will be mailed to Dare County citizens in mid-March with detailed instructions on how to respond to the 2020 census either online, by phone or by mail; and

WHEREAS, April 1, 2020 is Census Day nationwide and every home in Dare County will have received a census response invitation for citizens to respond to the census; and

WHEREAS, it is important for Dare County to ensure that all our citizens are counted accurately and in the right place for the 2020 census.

NOW THEREFORE BE IT RESOLVED that the week of March 29 to April 4, 2020 is designated as “**DARE COUNTS**” week and all citizens in Dare County are strongly encouraged to respond to the census once they receive their census invitation.

This the 16th day of March, 2020.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



Award of FY2019-2020 Equipment Financing

Description

On February 21, 2020, Finance received proposals for financing in the amount of \$2,025,943 with a three year term for acquisition of County vehicles and equipment as approved in the fiscal year 2019-2020 operating budget. Responses were received from seven financial institutions. The lowest total cost proposal was submitted by Banc of America Public Capital Corp (BAPCC) at a rate of 1.5663%. The bid tabulation and draft financing documents are attached.

Board Action Requested

Adopt the attached Resolution to award the three year financing to BAPCC at a rate of 1.5663% and authorize the County Manager and staff to execute all necessary documents.

Item Presenter

David Clawson

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT IN THE AMOUNT OF \$2,025,943 WITH BANC OF AMERICA PUBLIC CAPITAL CORP TO FINANCE THE ACQUISITION OF CERTAIN EQUIPMENT FOR USE BY THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

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

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

(a) The County proposes the acquisition of certain equipment, which may include fixtures as more fully described in the hereinafter mentioned Contract (collectively, the “Equipment”);

(b) After consideration, the governing body of the County has determined that the most advantageous manner of financing thereof is by an installment contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended;

(c) Pursuant to Section 160A-20, the County is authorized to finance the acquisition of personal property, including fixtures, by installment contracts that create a security interest in the property financed to secure repayment of the financing; and

(d) Banc of America Public Capital Corp (“BAPCC”) has proposed to enter into an Installment Financing Contract with the County to finance the Equipment pursuant to which BAPCC will lend the County the amount of \$2,025,943 (the “Contract”).

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

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

Section 4. Notwithstanding any provision of the Contract, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Contract and the taxing power of the County is not and may not be pledged directly or indirectly

to secure any moneys due under the Contract, the security provided under the Contract being the sole security for BAPCC in such instance.

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

Section 6. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 16th day of March, 2020.

Chairman, Board of County Commissioners

[SEAL]

COUNTY OF DARE, NORTH CAROLINA

Clerk to the Board

EQUIPMENT INSTALLMENT FINANCING AGREEMENT

This Equipment Installment Financing Agreement (the “Agreement”) dated as of March 25, 2020, and entered into between Banc of America Public Capital Corp, a Kansas corporation (“Lender”), and the County of Dare, North Carolina, a political subdivision and body corporate and politic existing under the laws of the State of North Carolina (“Purchaser”).

WITNESSETH:

WHEREAS, Purchaser is a duly and validly created, organized and existing governmental entity under and by virtue of the Constitution and laws of the State of North Carolina; and

WHEREAS, Purchaser has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, to enter into installment contracts to finance the purchase of personal property, including property to be affixed or attached to real estate as fixtures; and

WHEREAS, Purchaser has requested Lender to advance certain funds to enable Purchaser to finance the purchase and installation of certain Equipment (as hereinafter defined) described herein (or to reimburse Purchaser for the costs of such purchase) and Purchaser desires to obtain such advance from Lender; and

WHEREAS, Purchaser is authorized under the Constitution and laws of the State to enter into this Agreement hereto for the purposes set forth herein; and

WHEREAS, the governing body of Purchaser has authorized the execution and delivery of this Agreement pursuant to a resolution adopted by the governing board of the Purchaser on March 25, 2020; and

WHEREAS, the obligation of Purchaser to make Installment Payments (as hereinafter defined) and other payments required under this Agreement shall constitute a limited obligation payable solely from currently budgeted appropriations of Purchaser and shall not constitute a pledge of the faith and credit of Purchaser within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, in order to further secure the obligations of Purchaser hereunder, Purchaser desires to grant a security interest in the Equipment for the benefit of the Lender; and

WHEREAS, no deficiency judgment may be rendered against Purchaser in any action for breach of a contractual obligation under this Agreement, and the taxing power of Purchaser is not and may not be pledged in any way, directly or indirectly or contingently to secure any moneys due under this Agreement; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Acquisition Amount” means \$2,025,943.

“Acquisition Period” means the period stated in the Schedule during which the Proceeds attributable to this Agreement may be expended on Equipment Costs, as such period may be extended with the consent of the Lender.

“Agreement” means this Equipment Installment Financing Agreement, including the Schedule and the other exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 12.05.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” means March 25, 2020, the date on which the Acquisition Amount is deposited into the Project Account designated by the Purchaser as set forth in Section 3.01.

“Contract Rate” means the rate identified as such in the Schedule.

“Equipment” means the property listed in the Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“Equipment Costs” means the total cost of the Equipment listed in the Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Purchaser, subject to the security interest granted to Lender in this Agreement, and otherwise incurred in connection with the financing of the Equipment as provided herein; provided that any such soft costs on a cumulative basis shall not exceed twenty percent (20%) of the total cost of the Equipment.

“Event of Default” means an Event of Default described in Section 11.01.

“Event of Non-appropriation” means the failure of Purchaser’s governing body to appropriate or otherwise make available funds to pay Installment Payments under this Agreement, or the amendment of a previously adopted budget to delete the funds to make such payments.

“Installment Payments” means the basic installment payments payable by Purchaser under this Agreement pursuant to Section 4.01, consisting of a principal component and an interest component.

“Installment Payment Date” means each date on which the Purchaser is required to make an Installment Payment under this Agreement, as specified in the Installment Payment Schedule.

“Installment Payment Schedule” means the Installment Payment Schedule attached hereto substantially in the form of Exhibit A-1 attached to this Agreement.

“Lender” means (a) the entity referred to as Lender in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lender in and to this Agreement (including Installment Payments thereunder) pursuant to Section 10.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lender to perform under this Agreement.

“Material Adverse Change” means (a) any change in Purchaser’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Purchaser, or (ii) Purchaser’s ability to perform its obligations under this Agreement or (b) a downgrade in Purchaser’s external debt rating from the date of this Agreement of two or more subgrades by either Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Service or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Purchaser’s credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Purchaser for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

“Optional Prepayment Date” means the date described in Section 4.01(b).

“Prepayment Price” means, with respect to the Equipment listed on the Schedule, the amount that Purchaser may pay to Lender to prepay the outstanding Acquisition Amount as contemplated in Sections 4.01 and 8.01.

“Purchaser” means the entity referred to as Purchaser in the first paragraph of this Agreement.

“Schedule” means the Schedule of Property substantially in the form of Exhibit A hereto together with the Installment Payment Schedule attached thereto.

“State” means the State of North Carolina.

“Taxable Rate” means the rate identified as such in each Installment Payment Schedule.

“Term” means the period from the Commencement Date for this Agreement until the final Installment Payment is paid hereunder, as set forth in the Installment Payment Schedule, or until this Agreement is otherwise terminated.

“Vendor” means any manufacturer or supplier of the Equipment or any other person, as well as the agents or dealers of any manufacturer or supplier with whom Purchaser has arranged the acquisition and installation of the Equipment to be financed by Lender pursuant to this Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Section 2.01. Representations and Covenants of Purchaser. Purchaser represents, covenants and warrants for the benefit of Lender on the date hereof as follows:

(a) Purchaser is a political subdivision duly created and existing under the laws of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Purchaser has duly authorized the execution and delivery of this Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation.

(e) Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Purchaser of the Equipment as provided herein.

(f) During the Term, the Equipment will be used by Purchaser only for the purpose of performing essential governmental or proprietary functions of Purchaser consistent with the permissible scope of Purchaser's authority. Purchaser does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Installment Payment scheduled to be paid under this Agreement.

(g) Purchaser has kept, and throughout the Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lender (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within two hundred seventy (270) days of its fiscal year end, (ii) such other financial statements and information as Lender may reasonably request, and (iii) at Lender's request, Purchaser's annual budget for the following fiscal year when approved but not later than thirty (30) days after its current fiscal year end. The financial statements described in subsection (i) shall be accompanied by an unqualified opinion of Purchaser's auditor. Credit information relating to Purchaser may be disseminated among Lender and any of its affiliates and any of their respective successors and assigns.

(h) The Equipment described above is essential to the functions of Purchaser or to the services Purchaser provides its citizens; Purchaser has an immediate need for the Equipment listed on the Schedule and expects to make immediate use of the Equipment listed on the Schedule, which will be used by Purchaser only for the purpose of performing one or more of Purchaser's

governmental or proprietary functions consistent with the permissible scope of its authority. Purchaser's need for the Equipment is not temporary and Purchaser does not expect the need for any item of the Equipment to diminish during the Term. Purchaser expects and anticipates adequate funds to be available for all future payments due hereunder after the current budgetary period.

(i) The payment of the Installment Payments or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Purchaser) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Purchaser. Purchaser has not entered into any management or other service contract with respect to the use and operation of the Equipment; provided that, Purchaser may enter into a management or other service contract with respect to the use and operation of the Equipment so long as prior to entering such contract, the Purchaser provides evidence satisfactory to the Lender (which may include an opinion of nationally recognized bond counsel) that entering into such contract will not have an adverse effect on the tax-exempt status of the interest component of Installment Payments.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Purchaser's financial condition or impairs its ability to perform its obligations hereunder. Purchaser will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lender may reasonably request in order to protect Lender's security interest in the Equipment and Lender's rights and benefits under this Agreement.

(k) The Purchaser has not failed to appropriate funds to make payments under any lease, installment financing agreement, lease purchase agreement, payment agreement or contract for purchase to which Purchaser has been a party. No event has occurred which would constitute an event of default resulting in a failure to make payment when due on any debt (including general obligation indebtedness or installment financing), revenue bond or other obligation issued by Purchaser or with respect to which Purchaser was obligated to make payments during the past ten (10) years.

(l) In connection with the Purchaser's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by the Purchaser pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the Purchaser may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and any related documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement and related documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "EMMA Posting"). Except to the extent required by applicable law, including the

Rule, the Purchaser shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lender or its affiliates in any portion of such EMMA Posting: address account information of the Lender or its affiliates, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lender or its affiliates; and the form of Disbursement Request this is attached to this Agreement.

The Purchaser acknowledges and agrees that the Lender and its affiliates are not responsible for the Purchaser's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including, but not limited to those relating to the Rule

ARTICLE III PURCHASE OF EQUIPMENT

Section 3.01. Purchase of Equipment. Subject to the terms of this Agreement and the Schedule, Lender agrees to advance the Acquisition Amount to the Purchaser to be used to acquire the Equipment. Lender will advance the Acquisition Amount to the Purchaser by depositing such funds into a segregated account (the "Project Account") of the Purchaser held at the North Carolina Capital Management Trust. The Purchaser agrees to withdraw amounts from the Project Account only for application from time to time to the payment of Equipment Costs in accordance with the procedures set forth in Section 3.02.

Pending application of funds in the Project Account to pay Equipment Costs, the amounts in the Project Account are subject to a lien and charge in favor of the Lender to secure the Purchaser's obligations to the Lender. The Purchaser grants to the Lender a security interest in the funds and investments on deposit to the credit of the Project Account from time to time. This Agreement is intended as a security agreement between the Purchaser and the Lender with respect to this security interest.

Section 3.02. Disbursement Process. Unless the Project Account is earlier terminated in accordance with the provisions hereof, the moneys held in the Project Account shall be used to pay Equipment Costs upon the prior written consent of the Lender to a written disbursement request prepared by an authorized representative of the Purchaser substantially in the form set forth in Exhibit E attached hereto, together with copies of invoices, title documentation, and such other documentation as the Lender may require. Once all of the Equipment to be purchased with the Acquisition Amount has been delivered to the Purchaser, the Purchaser shall deliver to the Lender an Acceptance Certificate substantially in the form of Exhibit D. All funds in the Project Account shall be expended by the end of the Acquisition Period. Any moneys remaining in the Project Account after the end of the Acquisition Period or following delivery of an Acceptance Certificate with respect to the Equipment, if sooner, may be applied to the next maturing principal component of the Installment Payments until such time as such moneys are expended. Upon the occurrence and continuance of an Event of Default under Section 11.01, the Lender may require any moneys then held in the Project Account to be applied to prepay the principal component of the Installment Payments.

Section 3.03. Conditions to Lender's Performance.

(a) As a prerequisite to the performance by Lender of any of its obligations pursuant to this Agreement, Purchaser shall deliver to Lender the following:

(i) A fully executed Agreement, together with a completed Schedule, executed by Purchaser;

(ii) A Certificate executed by the Clerk or Secretary or other comparable officer of Purchaser, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lender;

(iii) A certified copy of a resolution, ordinance or other official action of Purchaser's governing body authorizing the execution and delivery of this Agreement and performance by Purchaser of its obligations hereunder;

(iv) In the event that Purchaser is to be reimbursed for expenditures that it has paid more than sixty days prior to the Commencement Date for the Agreement then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than 60 days prior to the date of such resolution;

(v) An opinion of counsel to Purchaser in substantially the form attached hereto as Exhibit C respecting this Agreement and otherwise satisfactory to Lender;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lender, which Lender deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) A copy of a fully completed and executed Form 8038-G pursuant to Section 4.05(e);

(ix) Evidence of the filing of a UCC-1 Financing Statement with respect to the Equipment under the Uniform Commercial Code as in effect in the State;

(x) Copies of original invoices (and proofs of payment of such invoices, if Purchaser seeks reimbursement) and bills of sale, if available (if title to Equipment has passed to Purchaser), to the extent required by Section 5.01(b);

(xi) If applicable, wire instructions for payments to be made to Vendors and Form W 9 from each such Vendor; and

(xii) Such other items, if any, as are reasonably required by Lender.

(b) In addition, the performance by Lender of any of its obligations hereunder, including its approval of any disbursement request from the Project Account, shall be subject to:

(i) no Material Adverse Change shall have occurred since the date of this Agreement, (ii) no Event of Default shall have occurred and then be continuing under this Agreement, (iii) no Event of Non-appropriation under this Agreement shall be threatened and (iv) no other installment financing agreement of the Purchaser shall have been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, Lender will pay the Acquisition Amount for Equipment described in the Schedule to the Purchaser for deposit in the Project Account, to be disbursed in accordance with Section 3.02.

ARTICLE IV INSTALLMENT PAYMENTS

Section 4.01. Installment Payments; Prepayments.

(a) Subject to Section 4.04, Purchaser shall promptly pay Installment Payments, in lawful money of the United States of America, to Lender on the Installment Payment Dates in such amounts as provided in the Installment Payment Schedule. Purchaser shall pay Lender a charge on any Installment Payment not paid within five (5) days of the date such payment is due at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date. Installment Payments consist of principal and interest components as more fully detailed on the Installment Payment Schedule.

(b) Purchaser shall have the option to prepay its obligations under this Agreement in whole on and after the date specified as the Optional Prepayment Date in the Schedule (the "Optional Prepayment Date"), on the Installment Payment Dates specified in such Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Installment Payments then due under such Schedule. After payment of all amounts owed with respect to this Agreement, the Purchaser will own the Equipment free and clear of any interest of Lender therein, and Lender's security interests in and to such Equipment will be terminated.

Section 4.02. Interest and Principal Components. A portion of each Installment Payment is paid as, and represents payment of, interest at the rate set forth in the Schedule, and the balance of each Installment Payment is paid as, and represents payment of, principal. The Installment Payment Schedule sets forth the principal and interest components of each Installment Payment payable under this Agreement during the Term.

Section 4.03. Appropriation. Purchaser intends, subject to Section 4.04, to pay the Installment Payments hereunder throughout the Term. The Purchaser affirms that sufficient funds are available for the current fiscal year, and the Purchaser reasonably believes that an amount sufficient to make all Installment Payments during the entire Term can be obtained from legally available funds of Purchaser. The finance officer, manager or other appropriate official of the Purchaser (hereinafter the "Manager") shall include in the initial proposal for each of Purchaser's annual budgets the amount of all Installment Payments due under this Agreement and other payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the Manager includes an appropriation for Installment Payments and other payments in a proposed budget, Purchaser may terminate all its obligations hereunder and under this Agreement

by not appropriating sufficient funds to make the scheduled Installment Payments and other payments. In the event the governing body of Purchaser determines not to appropriate in its budget an amount sufficient to pay all Installment Payments and reasonably estimated other payments coming due in the applicable fiscal year, or amend its budget to delete such amount during a fiscal year, the governing body of Purchaser shall adopt a resolution specifically deleting such appropriation from the budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the governing body. A copy of such resolution shall be promptly sent to Lender. Such failure to appropriate shall constitute an Event of Default.

Section 4.04. Nonappropriation. (a) The Purchaser is obligated only to pay such Installment Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Purchaser's then current fiscal year. If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by Purchaser in its budget, the Manager shall deliver to the Lender, within ten (10) days after the adoption of Purchaser's budget for such fiscal year, but not later than fifteen (15) days after the start of such fiscal year, a certificate from the Manager of Purchaser stating that Purchaser did not make such appropriation, together with the resolution required under Section 4.03.

(b) No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of Purchaser within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Purchaser within the meaning of the Constitution of the State. This Agreement shall not directly or indirectly or contingently obligate Purchaser to make any payments beyond the amount appropriated, if any, in the sole discretion of Purchaser for any fiscal year in which this Agreement shall be in effect; provided, however, that any failure or refusal by the Purchaser to appropriate funds which results in the failure by the Purchaser to make any payment coming due hereunder will in no way obviate the occurrence of the Event of Default resulting from such nonpayment. No deficiency judgment may be rendered against the Purchaser in any action for breach of a contractual obligation under this Agreement and the taxing power of the Purchaser is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement.

Purchaser may at the end of any fiscal year terminate its future Installment Payment obligations under this Agreement if Purchaser has not appropriated sufficient funds to make the next fiscal year's scheduled Installment Payments; however, during each fiscal year, Purchaser shall exercise its best efforts to appropriate funds for Installment Payments due in the next fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of Purchaser's moneys other than amounts in the Project Account or the Equipment. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

(c) This Agreement constitutes an installment contract pursuant to Section 160A-20 and a security agreement under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina.

Section 4.05. Tax Covenants.

(a) Purchaser agrees that it will not take any action that would cause the interest component of Installment Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Installment Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) If required by Section 148(f) of the Code to pay rebate, Purchaser will rebate to the United States, not less frequently than once every five (5) years after the applicable Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Installment Payments or the Prepayment Price as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Purchaser shall determine the Rebate Amount, if any, at least every year and upon payment of all Installment Payments or the Prepayment Price and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Installment Payments or the Prepayment Price.

(c) The Purchaser represents that the Equipment will not be used in such a manner so as to cause this Agreement to constitute “private activity bonds” as defined in Section 141(a) of the Code and Sections 1.141-0 through 1.141-16 of the Regulations.

(d) This Agreement will not be federally guaranteed within the meaning of Section 149(b) of the Code, and Purchaser shall not permit the federal government to guarantee any Installment Payments.

(e) The Purchaser shall provide a duly and properly completed Form 8038-G to Lender for filing with the IRS on or before the 15th day of the second month after the calendar quarter in which this Agreement is executed.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Purchaser will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in this Agreement.

For purposes of this Section, “Event of Taxability” means the circumstance of the interest component of any Installment Payment paid or payable pursuant to the Agreement becoming includible for federal income tax purposes in an owner’s gross income as a consequence of any act or failure to act on the part of the Purchaser. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lender or Purchaser of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Installment Payment under such Agreement is includable in the gross income of the owner thereof due to

Purchaser's action or failure to take any action; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Installment Payment under such Agreement is includable in the gross income of the owner thereof due to Purchaser's action or failure to take any action; or (c) receipt by Lender or Purchaser of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, selected by Lender and acceptable to Purchaser, to the effect that the interest component of any Installment Payment under a Agreement has become includable in the gross income of the owner thereof for federal income tax purposes due to Purchaser's action or failure to take any action. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Installment Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

ARTICLE V ACCEPTANCE OF EQUIPMENT

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Purchaser shall order the Equipment, cause the Equipment to be delivered, and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in the Schedule has been delivered and installed, Purchaser shall promptly accept such Equipment, and once all of the Equipment has been accepted, evidence such acceptance by executing and delivering to Lender an Acceptance Certificate in the form attached hereto as Exhibit D.

(b) Purchaser shall deliver to Lender copies of original invoices and bills of sale, if available (if title to such Equipment has passed to Purchaser) relating to each item of Equipment accepted by Purchaser.

Section 5.02. Quiet Enjoyment of Equipment. So long as Purchaser is not in default under this Agreement, neither Lender nor any entity claiming by, through or under Lender, shall interfere with Purchaser's quiet use and enjoyment of the Equipment during the Term.

Section 5.03. Inspection. Lender shall have the right at all reasonable times during regular business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Purchaser will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Purchaser shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment and provide copies thereof to Lender at Lender's request. In addition, Purchaser agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; provided that Purchaser may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lender, adversely affect the interest

(including the security interest) of Lender in and to the Equipment or its interest or rights under this Agreement.

Purchaser agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lender shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Purchaser agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of or foreclosure upon the Equipment to Lender as provided for herein.

Purchaser shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lender.

ARTICLE VI SECURITY INTEREST IN EQUIPMENT

Section 6.01. Title to the Equipment. During the Term, and so long as Purchaser is not in default under Article XI hereof, all right, title and interest in and to each item of the Equipment shall be vested in Purchaser immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of this Agreement. Purchaser shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes other than the security interest granted under this Agreement. Upon final payment of any Installment Payments or prepayment thereof pursuant to Section 4.01(b), Lender's security interest or other interest in the related Equipment shall terminate, and Lender shall execute and deliver to Purchaser such documents as Purchaser may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.02. Security Interest. To secure the payment of all of Purchaser's obligations under this Agreement, Purchaser grants to Lender a security interest constituting a first lien on (a) the Equipment and in any and all additions, accessions, repairs, replacements, substitutions, and modifications to such Equipment, (b) moneys and investments held from time to time in the Project Account and (c) any and all proceeds of any of the foregoing, including any insurance proceeds paid because of loss or damage to the Equipment to the extent necessary to secure Purchaser's payment obligations to Lender under this Agreement. Lender may file, at Purchaser's expense, financing statements and other related documents that are necessary under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina to perfect Lender's first lien security interest by filing and to maintain that first lien security interest in perfected form. Lender is authorized to (i) file financing statements as specified by the Uniform Commercial Code to perfect or maintain Lender's security interest granted hereby and (ii) add, modify or delete any items shown on the financing statement to reflect the actual Equipment purchased by the Purchaser. Purchaser agrees to execute and authorizes Lender to file such other notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lender, which Lender deems necessary or appropriate to establish and

maintain Lender's security interest in the Equipment and the proceeds thereof. Upon termination of this Agreement and payment and performance in full of all of Purchaser's obligations to Lender thereunder, Lender's security interest or other interest in the Equipment purchased pursuant to this Agreement shall terminate, and Lender shall execute and deliver to Purchaser such documents as Purchaser may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lender, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any real estate or building on or in which the Equipment is or will be located.

ARTICLE VII COVENANTS OF PURCHASER

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Purchaser shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Purchaser and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Purchaser shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during each Term.

Section 7.02. Insurance. The Purchaser shall, during the Term, maintain or cause to be maintained (a) casualty insurance naming Lender and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lender, in an amount at least equal to the greater of (i) the then applicable Prepayment Price or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lender and its assigns as additional insured that protects Lender from liability with limits of at least \$10,000,000 for bodily injury and property damage coverage, or such other minimum coverage amount as may be agreed upon between Lender and Purchaser, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lender and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Purchaser may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lender's prior written consent (which Lender may grant, withhold or deny in its sole discretion) and provided that Purchaser has delivered to Lender such information as Lender may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lender.

In the event Purchaser is permitted, at Lender's sole discretion, to self-insure as provided in this Section, Purchaser shall provide to Lender a self-insurance letter in substantially the form attached hereto as Exhibit G. Purchaser shall furnish to Lender evidence of such insurance or self-insurance coverage throughout the Term. Purchaser shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lender without first giving written notice thereof to Lender at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Purchaser hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Purchaser of the obligation to make the Installment Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Purchaser hereby agrees to reimburse Lender (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lender, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, and/or (d) the breach of any covenant of Purchaser in connection with this Agreement or any material misrepresentation provided by Purchaser in connection with this Agreement. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

Section 7.04. Advances. In the event Purchaser shall fail to keep the Equipment in good repair and working order, or shall fail to maintain any insurance required by Section 7.02 hereof, Lender may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. Purchaser covenants and agrees to pay such amounts so advanced by Lender with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.01. Damage, Destruction and Condemnation. If, prior to the end of the Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Purchaser and Lender will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. Notwithstanding the foregoing, in the event of

such damage or destruction, Purchaser shall have the option to prepay its obligations under this Agreement by prepaying all of the Prepayment Price then due under this Agreement on the day specified in Purchaser's notice to Lender of its exercise of the prepayment option (which shall be the earlier of the next Installment Payment Date or 60 days after the event resulting in such damage, destruction or condemnation) (the "Purchase Option").

If Purchaser elects to replace any item of the Equipment (the "Replaced Equipment") pursuant to this Section, the replacement equipment (the "Replacement Equipment") shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Purchaser hereby grants Lender a first priority security interest in any such Replacement Equipment. Purchaser shall represent, warrant and covenant to Lender that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lender, and shall provide to Lender any and all documents as Lender may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lender evidencing Lender's security interest in the Replacement Equipment. Lender and Purchaser hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Purchaser shall complete the documentation of Replacement Equipment on or before the next Installment Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Purchaser shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lender the amount of the then applicable Prepayment Price for the Equipment, and, upon such payment, the applicable Term shall terminate and Lender's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Purchaser. If Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Lender nor shall Purchaser be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX WARRANTIES

Section 9.01. Disclaimer of Warranties. LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF TO THE PURCHASER OR IN REGARD TO ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO,

INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO: THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE VALUE, DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP OR QUALITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE LENDER THEREIN; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS OF THIS AGREEMENT WILL BE SUFFICIENT (TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE PURCHASER) TO PAY THE COST OF ACQUIRING OR INSTALLING THE EQUIPMENT; OR ANY OTHER CHARACTERISTICS OF THE EQUIPMENT, IT BEING AGREED THAT ALL RISKS RELATING TO THE EQUIPMENT, THE INSTALLATION AND OPERATION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE PURCHASER, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF LENDER ARE HEREBY WAIVED BY THE PURCHASER. In no event shall Lender be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Purchaser's use of any item, product or service provided for in this Agreement.

Section 9.02. Vendor's Warranties. Lender hereby irrevocably appoints Purchaser its agent and attorney-in-fact during the Term, so long as Purchaser shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties, if any) relating to the Equipment that Lender may have against Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights and obligations of Lender with respect to this Agreement, including the right to receive full and timely payments under this Agreement. Purchaser expressly acknowledges that Lender makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X ASSIGNMENTS

Section 10.01. Assignment by Lender.

(a) Lender may, at any time and from time to time, assign all or any part of its interest in the Equipment or this Agreement, including, without limitation, Lender's rights to receive Installment Payments payable to Lender hereunder, in accordance with this Section 10.01. Any assignment made by Lender or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Lender pursuant to this Agreement. Lender or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement, or making this Agreement part of a pool of obligations, so long as such assignment or reassignment is to (a) a bank, insurance company or similar institution; or (b) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in this Agreement. Notwithstanding the foregoing, unless to an affiliate controlling, controlled by or under common control with Lender, no assignment or reassignment

of Lender's interest in this Agreement shall be effective unless and until the Purchaser shall receive notice of such assignment or reassignment disclosing the name and address of each such assignee.

(b) The Purchaser further agrees that Lender's interest in this Agreement may be assigned in whole or in part (subject to the limitations on assignment contained in Section 10.01(a)) upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Purchaser receives notice of such assignment and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

(c) Purchaser agrees to execute any document reasonably required in connection with any assignment. If Lender notifies Purchaser of its intent to assign this Agreement, Purchaser agrees that it shall execute and deliver to Lender a Notice and Acknowledgement of Assignment substantially in the form of Exhibit F attached to this Agreement within five (5) business days after its receipt of such request. Any assignor must provide notice of any assignment to Purchaser, and Purchaser shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, Purchaser shall thereafter make all payments in accordance with such notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

(d) Lender represents and warrants that it is familiar with federal and North Carolina legislation, rules and regulations as to limitations upon the public distribution of securities that have not been registered under the Securities Act of 1933, as amended, and that it is entering into this Agreement for its own account and has no present intention of making any sale or other distribution of this Agreement in violation of such legislation, rules or regulations. Lender represents that it is familiar with the operations and financial condition of the Purchaser, based upon information furnished to Lender by the Purchaser, and has made such inquiries as it deems appropriate in connection with this Agreement.

(e) Lender covenants that it will not provide any disclosure document containing information about the Purchaser in connection with any sale or assignment of Lender's rights in this Agreement without the Purchaser's express approval of such disclosure document.

Section 10.02. Assignment and Leasing by Purchaser. None of Purchaser's right, title, and interest in, to and under this Agreement or any portion of the Equipment may be assigned, leased or encumbered by Purchaser for any reason without the prior written consent of Lender.

ARTICLE XI EVENTS OF DEFAULT

Section 11.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Purchaser to pay any Installment Payment or other payment required to be paid under this Agreement within 10 days of the date when due as specified herein;

(b) Failure by Purchaser to maintain the insurance required under this Agreement (including the insurance required by Section 7.02);

(c) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by Purchaser in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(e) A default occurs under any other agreement of Purchaser for borrowing money, including general obligation indebtedness and installment financing agreements, which results from Purchaser's failure to make payment of principal and interest with respect to such obligations when due;

(f) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding;

(g) The occurrence of an Event of Non-appropriation; or

(h) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 11.02. Remedies on Default. Whenever any Event of Default exists, Lender shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Purchaser, Lender may declare all Installment Payments payable by Purchaser pursuant to this Agreement and other amounts payable by Purchaser hereunder to the end of the Term to be due;

(b) To the extent permitted by applicable law, Lender may enter the premises where the Equipment listed in this Agreement is located and take possession of such Equipment and sell

or lease such Equipment for the account of Purchaser. The exercise of any such remedies respecting any such Event of Default shall not relieve Purchaser of any other liabilities hereunder or the Equipment listed therein; and

(c) Proceed by appropriate court action to enforce performance by Purchaser of the applicable covenants of this Agreement or to recover for the breach thereof; provided, however, that nothing herein shall be deemed to allow any judgment for a deficiency or waive any provision of N.C.G.S. § 160A-20 or any defense the Purchaser may otherwise have;

(d) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State of North Carolina and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder, including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of Purchaser, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Agreement, and, thereafter, shall pay any remaining proceeds to Purchaser;

(e) To the extent permitted by applicable law, require Purchaser to deliver the Equipment, at Purchaser's sole expense, to any location within the State of North Carolina designated by Lender, and take possession of any proceeds of the Equipment, including Net Proceeds; or

(f) Lender may take whatever action at law or in equity that is necessary or desirable to enforce its rights under this Agreement or as a secured party in any or all of the Equipment subject to this Agreement.

(g) NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE PURCHASER IN FAVOR OF LENDER OR ANY OTHER PERSON IN VIOLATION OF SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE EQUIPMENT IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

Section 11.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lender to exercise any remedy

reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

ARTICLE XII MISCELLANEOUS

Section 12.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Purchaser.

Section 12.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lender and Purchaser and their respective successors and assigns.

Section 12.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04. Amendments, Changes and Modifications. This Agreement (including the Schedule) may only be amended in writing by Lender and Purchaser.

Section 12.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 12.08. E-Verify. Lender hereby certifies that Lender understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Lender will require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor’s compliance with E-Verify.

[Remainder of page intentionally left blank]

In Witness Whereof, Lender and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LENDER:
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

PURCHASER:
County of Dare, North Carolina
954 Marshall C. Collins Drive
Manteo, North Carolina 27954
Attention: Finance Director
Fax No.: (252) 475-5818

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Seal)

Attest:

By: _____
Name: _____
Title: _____

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

County Finance Director

List of Exhibits:

- Exhibit A -- Schedule of Property
- Exhibit A-1 -- Installment Payment Schedule
- Exhibit B -- Incumbency Certificate
- Exhibit C -- Opinion of Counsel Form
- Exhibit D -- Acceptance Certificate
- Exhibit E -- Form of Disbursement Request
- Exhibit F -- Notice and Acknowledgement of Assignment
- Exhibit G -- Self-Insurance Certificate

DRAFT

EXHIBIT A

SCHEDULE OF PROPERTY

Re: Equipment Installment Financing Agreement, dated as of March 25, 2020, between Banc of America Public Capital Corp, as Lender, and the County of Dare, North Carolina, as Purchaser

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Equipment Installment Financing Agreement (the "Agreement").

2. Equipment. The following items of Equipment are hereby included under this Schedule to the Agreement.

Vehicles (including ambulances and trash trucks for various city departments, including tax assessor, facilities maintenance, sheriff's office, emergency medical services, planning, health and social services, parks and recreation and sanitation.

3. Payment Schedule.

(a) Installment Payment Schedule. The Acquisition Amount for the Equipment is \$2,025,943. The Installment Payments shall be in such amounts and payable on such dates as set forth in the Installment Payment Schedule attached to this Schedule. The Purchaser's obligation to make Installment Payments shall commence on the date on which the Acquisition Amount is deposited into the Project Account, which is March 25, 2020.

(b) Prepayment Price Schedule. The Prepayment Price on each Installment Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Installment Payment date in the "Prepayment column" column of the Installment Payment Schedule attached to this Schedule (including the Installment Payment shown on the same line in the Installment Payment Schedule).

4. Representations, Warranties and Covenants. Purchaser hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Installment Payments on this Schedule.

5. The Purchase Agreement. The terms and provisions of the Agreement are hereby incorporated into this Schedule by reference and made a part hereof.

6. Agreement Proceeds. The Acquisition Amount which Lender shall pay to the Purchaser is \$2,025,943. It is expected that by eighteen (18) months from the date of the Agreement, Purchaser will have taken possession of all items of Equipment shown above and that a Purchaser's Acceptance Certificate, or Acceptance Certificates, will be signed by Purchaser and delivered to Lender on or before eighteen (18) months from the date of the Agreement.

7. Acquisition Period. The Acquisition Period shall end at the conclusion of the 36 months following the date hereof.

8. Term. The Term shall extend from March 25, 2020 to March 25, 2023.

9. Optional Prepayment Date. For purposes of Section 4.01(b) of the Agreement, the Optional Prepayment Date is September 25 2021.

10. Contract Rate. The Contract Rate for this Schedule is 1.5663%.

[Remainder of page intentionally left blank]

Dated: March 25, 2020

LENDER:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

PURCHASER:

County of Dare, North Carolina
954 Marshall C. Collins Drive
Manteo, North Carolina 27954
Attention: Finance Director

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Seal)

Attest:

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Agreement and this Schedule constitute chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1

INSTALLMENT PAYMENT SCHEDULE

Re: Equipment Installment Financing Agreement, dated as of March 25, 2020, between Banc of America Public Capital Corp, as Lender, and the County of Dare, North Carolina, as Purchaser

Purchaser: County of Dare, North Carolina

Term: 36 months

Acquisition Amount: \$2,025,943

Contract Rate: 1.5663%

<u>Installment Payment Date</u>	<u>Installment Payment Amount</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Prepayment Price at par</u>
03/25/2020				\$2,025,943.00
06/25/2020	\$173,156.46	\$7,933.09	\$165,223.37	N/A
09/25/2020	173,156.46	7,286.12	165,870.34	N/A
12/25/2020	173,156.46	6,636.61	166,519.85	N/A
03/25/2021	173,156.46	5,984.56	167,171.90	N/A
06/25/2021	173,156.46	5,329.95	167,826.51	N/A
09/25/2021	173,156.46	4,672.79	168,483.67	1,024,847.35
12/25/2021	173,156.46	4,013.05	169,143.41	855,703.94
03/25/2022	173,156.46	3,350.72	169,805.74	685,898.20
06/25/2022	173,156.46	2,685.81	170,470.65	515,427.55
09/25/2022	173,156.46	2,018.29	171,138.17	344,289.38
12/25/2022	173,156.46	1,348.15	171,808.31	172,481.07
03/25/2023	173,156.46	675.39	172,481.07	(\$0.00)
	-----	-----	-----	
	\$2,077,877.52	\$51,934.52	\$2,025,943.00	

Prepayment Premium for purposes of Section 4.01(b) is none.

For purposes of this Agreement, "Taxable Rate," with respect to the interest component of Installment Payments, means an annual rate of interest equal to 1.9991%.

PURCHASER:

COUNTY OF DARE, NORTH CAROLINA

By: _____

Name: _____

Title: _____

EXHIBIT B

INCUMBENCY CERTIFICATE

The undersigned, a duly elected and acting Clerk to the Board of Commissioners for the County of Dare, North Carolina (“Purchaser”) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Purchaser (the “Officials”) in the capacity set forth opposite their respective names below and that the facsimile signatures set forth opposite their names are their true signatures;

B. The Officials are duly authorized, on behalf of Purchaser, to negotiate, execute and deliver the Equipment Installment Financing Agreement dated as of March 25, 2020] and the Schedule attached thereto (the “Agreement”) by and between Purchaser and Banc of America Public Capital Corp, and the Agreement is a binding and authorized Agreement of Purchaser, enforceable in all respects in accordance with its terms.

<u>Name of Official</u>	<u>Title</u>	<u>Signature</u>
Robert L. Outten	County Manager	_____
J. David Clawson, Jr.	County Finance Director	_____

Dated: March 25, 2020

By: _____

Name: Cheryl C. Anby

Title: Clerk to the Board of Commissioners

(The signer of this Certificate cannot be listed above as authorized to execute the Agreement.)

EXHIBIT C

OPINION OF COUNSEL TO PURCHASER

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement, dated as of March 25, 2020, between Banc of America Public Capital Corp, as Lender, and the County of Dare, North Carolina, as Purchaser

Ladies and Gentlemen:

As County Attorney for the County of Dare, North Carolina (“Purchaser”), I have examined (a) an executed counterpart of the Equipment Installment Financing Agreement, dated as of March 25, 2020, and Exhibits thereto by and between Banc of America Public Capital Corp (“Lender”) and Purchaser (the “Agreement”), which, among other things, provides for the financing of certain property listed in the Schedule of Property attached thereto (the “Equipment”), (b) an executed counterpart of the resolutions of Purchaser which, among other things, authorize Purchaser to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement and the Schedule, together with the Installment Payment Schedule attached to the Schedule, are herein referred to collectively as the “Agreement”.

As to questions of fact material to my opinion, I have relied upon the representations of the Purchaser in the Agreement and in the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation. The Agreement is being entered into by the Purchaser pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended (the “Act”), to enable Purchaser to purchase certain Equipment as defined in the Agreement.

Based on the foregoing, I am of the following opinions:

1. Purchaser is a county and politic duly organized and existing under the laws of the State.
2. Purchaser has the requisite power and authority to acquire and finance the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement.
3. The Agreement has been duly authorized, approved, executed and delivered by and on behalf of Purchaser and the Agreement is a valid and binding obligation of Purchaser enforceable in accordance with its respective terms.
4. The authorization, approval, execution and delivery of the Agreement and all other proceedings of Purchaser relating to the transactions contemplated thereby have been performed

in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lender or its assigns, as the case may be, in the Equipment or other collateral thereunder.

The opinion expressed above is subject to the following qualifications and limitations:

1. The enforceability of the Agreement will be subject to bankruptcy, insolvency, and other laws affecting creditors' rights generally. To the extent that remedies under the Agreement require enforcement by a court of equity, the enforceability thereof may be limited by such principles of equity as the court having jurisdiction may impose.
2. Pursuant to the Act, no deficiency judgment may be rendered against Purchaser in the event of a breach by Purchaser of its obligations under the Agreement, including its obligation to make the installment payments under the Agreement, and the taxing power of Purchaser is not pledged, and may not be pledged, to pay any obligation of Purchaser under the Agreement.
3. Under North Carolina law, the recovery of attorneys' fees is limited by and subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.
 - a) I express no opinion as to the enforceability of any indemnity provision in the Agreement.
 - b) I have assumed for purposes of my opinion contained herein that Lender will exercise its rights under the Agreement in good faith and in a commercially reasonable manner.

All capitalized terms herein shall have the same meanings as in the Agreement unless otherwise provided herein. Lender and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Installment Payments, are entitled to rely on this opinion.

Printed Name: _____
Firm: _____
Address: _____
Telephone No.: _____

Signature: _____
Dated: _____

EXHIBIT D

ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement, dated as of March 25, 2020, between Banc of America Public Capital Corp, as Lender, and the County of Dare, North Carolina, as Purchaser

Ladies and Gentlemen:

In accordance with the Equipment Installment Financing Agreement (the "Agreement"), the undersigned Purchaser hereby certifies and represents to, and agrees with Lender as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. Purchaser has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Purchaser is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

PURCHASER:

COUNTY OF DARE, NORTH CAROLINA

By: _____

Name: _____

Title: _____

(Seal)

EXHIBIT E

FORM OF DISBURSEMENT REQUEST

Re: Equipment Installment Financing Agreement dated March 25, 2020 by and between Banc of America Public Capital Corp, as Lender and the County of Dare, North Carolina, as the Purchaser (the “Agreement”).

In accordance with the terms of Section 3.02 of the Agreement between Banc of America Public Capital Corp (“Lender”) and the County of Dare, North Carolina (the “Purchaser”) the undersigned hereby requests the Lender to approve payment to the following persons of the following amounts from the Project Account for the following purposes.

Payee’s Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by the Purchaser, and the same is a proper charge against the Project Account for Equipment Costs, and has not been paid. Attached hereto is a copy of the original invoice documentation with respect to such obligation.

(ii) Each item of the Equipment subject to this Disbursement Request has been delivered, installed and accepted by the Purchaser.

(iii) The undersigned, as an authorized representative of the Purchaser, has no notice of any vendor’s, materialmen’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which the Purchaser is, as of the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to the Purchaser).

(v) The Equipment subject to this Disbursement Request is insured in accordance with the Agreement.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Agreement has occurred and is continuing at the date hereof.

(vii) The disbursement is occurring prior to the end of the Acquisition Period.

(vii) The representations, warranties and covenants of the Purchaser set forth in the Agreement are true and correct as of the date hereof

(viii) No Material Adverse Change in the Purchaser's financial condition has occurred since the date of the Agreement.

Dated: _____

COUNTY OF DARE, NORTH CAROLINA

By: _____
Authorized Representative

Disbursement of funds from the Project
Fund in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lender under the Agreement

By: _____
Authorized Agent

EXHIBIT F

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (“Assignor”) hereby gives notice that it has assigned and sold to [_____] (“Assignee”) all of Assignor’s right, title and interest in, to and under the Equipment Installment Financing Agreement and related Schedule (“Agreement”) dated as of March 25, 2020 between Assignor and the County of Dare, North Carolina (“Purchaser”).

For purposes of this Notice and Acknowledgment of Assignment (the “Acknowledgment”), “Agreement” means collectively the Agreement identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. Each capitalized term used but not defined herein has the meaning set forth in the Agreement described above.

1. [Pursuant to the authority of Resolution _____ adopted on _____ 25] Purchaser hereby [consents to and] acknowledges the effect of the assignment of the Agreement and absolutely and unconditionally agrees to deliver to Assignee all installment payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Purchaser hereby agrees that: (i) Assignee shall have all the rights of Lender under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Agreement, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section 3.04 of the Agreement, the obligations of Purchaser to make installment payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Purchaser agrees that, as of the date of this Acknowledgment, the following information about the Agreement is true, accurate and complete:

Number of Installment Payments Remaining	–	_____
Amount of Each Installment Payment	–	\$ _____
Total Amount of Installment Payments Remaining	–	\$ _____
Frequency of Installment Payments	–	_____
Next Installment Payment Due	–	_____

4. The Agreement remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Any inquiries of Purchaser related to the Agreement and any requests for disbursements, if applicable, and all installment payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Purchaser in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

PURCHASER: COUNTY OF DARE, NORTH CAROLINA

By: _____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

EXHIBIT G

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement

In connection with the above-referenced Agreement (the "Agreement"), the County of Dare, North Carolina (the "Purchaser") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Purchaser is self-insured for damage or destruction to the Equipment listed in the Schedule of Property to the Agreement (herein, the "Equipment"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$_____. [The Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$_____.]

2. The Purchaser is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Purchaser's self-insurance program is \$_____. [The Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$_____.

[3]. The Purchaser maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Purchaser's self-insurance liabilities is \$_____. [Amounts paid from the Purchaser's self-insurance fund are subject to a dollar per claim of \$_____.]

[3]. The Purchaser does not maintain a self-insurance fund. The Purchaser obtains funds to pay claims for which it has self-insured from the following sources: _____ . Amounts payable for claims from the such sources are limited as follows: _____ .

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Purchaser.

PURCHASER:

COUNTY OF DARE, NORTH CAROLINA

By: _____

Name: _____

Title: _____

County of Dare, NC
RFP Dated February 11, 2019
\$2,025,943 Installment Financing
3 year term

	Rate	1/4ly Pymt	Fees	Total Cost of Loan
BciCapital Inc	1.7500%	\$ 173,683.00	\$ -	\$ 2,084,196.00
Banc of America Public Capital Corp	1.5663%	\$ 173,156.46	\$ -	\$ 2,077,877.52
Key Government Finance	1.7770%	\$ 173,743.33	\$ -	\$ 2,084,919.96
PNC Equipment Finance	1.7800%	\$ 173,751.70	\$ 250.00	\$ 2,085,270.40
The Bancorp Bank	2.6500%	\$ 175,230.53	\$ -	\$ 2,102,766.36
Truist Bank	1.8500%	\$ 173,946.93	\$ -	\$ 2,087,363.16
US Bancorp Government Leasing and Finance Inc	1.6930%	\$ 173,509.23	\$ -	\$ 2,082,110.76



Consent Agenda

Description

1. Approval of Minutes (03.02.2020)
2. Amendment to Capital Project Ordinance for Series 2018 LOBs & Nags Head Beach Nourishment
3. Authorization to Present Service Weapon to Retiring Deputy Sheriff

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

9:00 a.m., March 2, 2020

Commissioners present: Chairman Robert Woodard, Sr., Vice Chairman Wally Overman
Rob Ross, Steve House, Jim Tobin and Danny Couch

Commissioners absent: Ervin Bateman

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

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

At 9:00 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Tom Wilson, of All Saints' Episcopal Church, to share a prayer, and then he led the Pledge of Allegiance to the flag.

ITEM 1 – OPENING REMARKS – CHAIRMAN'S UPDATE

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

- He attended the Outer Banks Community Foundation Annual meeting and praised their accomplishments as an asset to the community. Five days after Hurricane Dorian's impact, they raised more than \$500,000 for the Dare County and Ocracoke Disaster Relief Funds.
- As a member of the Roanoke Island Festival Park Board, he reported the Board had unanimously voted to name the 83rd season of The Lost Colony performances in honor of Dare County's 150th anniversary.
- He had attended the National Association for County Commissioners' conference in Washington with Vice-Chairman Overman. They had attended sessions which included the subjects of energy, transportation, IT issues, justice, public safety and sustainable housing. He would be returning to attend additional conference sessions upon the meetings' conclusion.

- He addressed the draft resolution presented to the Board on February 18 and reported the Board's consensus was it would not be necessary to adopt an additional resolution as to the First Amendment of the U.S. Constitution. He noted the Board annually adopted a resolution in support of "Constitution Week", which urges citizens to study and reflect on the privileges the U.S. Constitution brings to American citizens.
- He reviewed the requirement of the revaluation of Dare properties, which was statutorily required every eight years. County staff had worked on the revaluation for over a year and notices, which are not bills, had been mailed to the public. The Board had not yet addressed the 20/21 budget and would be holding a March retreat to address numerous County issues, along with the ad valorem, at that time.

Mr. Outten relayed the Assessor's Office had apprised the Board in detail with the process of the revaluation, which in accordance with the specific formulas and methodology was required to determine tax values. They reviewed real estate sales for the past two years as part of the evaluation of all properties to determine whether they met current fair market values. The notices provided an established value and also contained information regarding an appeal process, if owners disagreed with their new value. The Board would later determine the tax rate based upon the revenues required to operate the County.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Janet Midgette received a 10-year pin.
- 2) Dave Clawson received a 30-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH – March, 2020

The Employee of the Month for March would be presented at the March 16, 2020 meeting.

ITEM 4 – PUBLIC COMMENTS

At 9:23 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which can be viewed in their entirety in a video on the County website:

The following comments were made in Manteo:

1. Steve Goodheart, Vice Chairman of the Veterans Advisory Council, announced there would be a Dare County Veterans Resources & Job Fair on Thursday, April 30, 2020, from 2-7 p.m. hosted at the Dare County Center. The event is free and would afford veterans an opportunity to connect with local employment opportunities and veteran's benefits. On behalf of the Council, he thanked the Board for their continued support of Dare County veterans.
2. Susan Merrill, resident of Kitty Hawk, spoke regarding a resolution in support of the U.S. Constitution. She questioned why the resolution recently adopted by the Board only referred to the 2nd Amendment. The draft resolution she read to the Board for their consideration referenced the 3rd Amendment as "one of the vital protectors of the freedom to personal domicile."

There were no comments made in Buxton

The County Manager closed Public Comments at 9:33 a.m.

ITEM 5 – OUTER BANKS COMMUNITY FOUNDATION

Lorelei Costa, Executive Director of The Outer Banks Community Foundation, provided the Board with an update of the Foundation's accomplishments. She noted the community stepped up quickly to raise disaster relief funds after Dorian. Many of the donors resided outside the Outer Banks' zip code with collected funds totaling \$1.5 million dollars. They work with non-profit organizations to disburse funds to disaster victims, some of which had been used to elevate homes against future storm threat. The Community Foundation's Endowment totaled more than \$20 million dollars and served as a perpetual, charitable fund to aid the community today and for later generations. Their community scholarship program was open for application with approximately \$175,000 in scholarships to be awarded this year for all age groups attending college, trade and technical school programs. A new grant initiative, called Vision 2020, established from a singular generous \$105,000 donation, had been established to support non-profits in the Outer Banks. The Foundation would be requesting proposals, beginning March 23, 2020 with a deadline of June 26, 2020, for suggestions on how to utilize the Vision 2020 funds. In the fall, they would announce the Vision 2020 grant recipients. More information may be found at www.obcf.org.

ITEM 6 – DARE COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES – PUBLIC HEALTH DIVISION – COVID-19 (Coronavirus) OUTBREAK UPDATE

Dr. Sheila F. Davies provided the Board with an update on the Coronavirus outbreak, which was first discovered in Wuhan, China. The respiratory virus spreads person-to-person through close contact (within about six feet) via respiratory droplets from coughs or sneezes. She warned it spreads rapidly and specifically attacks the lungs. The typical symptoms included fever, cough and shortness of breath, without the general muscle weakness or fatigue noted with common flu symptoms. As of March 2, 2020, there were 89,197 reported cases worldwide, 86 in the United States and none currently in North Carolina. Dr. Davies urged vigilance without panic, as she offered the statistics for seasonal influenza for perspective. However, she noted there was a vaccine to protect against influenza and currently none for COVID-19. She reviewed prevention measures, which included, avoidance of close contact with sick people, avoidance of touching your eyes, nose and mouth, vigilant hand washing practices along with disinfection of frequently touched surfaces. She reviewed the three levels of current travel restrictions from the CDC. On February 11, 2020, North Carolina Public Health Department established the Novel Coronavirus Task Force. Dare County had activated its epidemiology team (EPI Team), provided guidance to area healthcare providers and continued to communicate with key community partners. Updated information could be found on a web page located on the Dare County website at: darenc.com/coronavirus. Dr. Davies stressed the importance of seeking information from additional reliable sources such as: cdc.gov/coronavirus and ncdhhs.gov/coronavirus.

ITEM 7 – 2020 OBX ROD & CUSTOM FESTIVAL

Michael Tillett, together with Sara Hole, gave an update on the 2020 OBX Rod & Custom Festival, which would be held May 2 and 3, 2020. He reported this time last year there had been 94 cars registered and currently there were 415 preregistered cars for the event. They would hold registrations for up to 500 cars. Although the hub of the festival would be at the event site at Nags Head, with food trucks and other vendors, the area restaurants and

businesses could expect an influx of activity, while attendees came to see the whole area. Mr. Tillett reported they were currently working with the Children Youth Partnership of Dare County and the Dare County Toy Run. If the event proved as successful as expected, they hoped to include an additional charity. Their statistics indicated 95% of last year's attendees had never been to the Outer Banks before. This year many of them had made reservations to enjoy the area for an entire week, rather than for just the two-day event. Six hotels and one motel were currently at full occupancy and attendees would be nationwide and include Canadian and Finland entries. Mr. Tillett reported the festival would not only aid area charities, but would boost economy and bring additional awareness of the Outer Banks.

ITEM 8 – DARE COUNTY TOURISM BOARD REQUEST CONSENT EXPENDITURE FROM LONG TERM RESTRICTED FUND 4525

Lee Nettles, Executive Director of the Outer Banks Visitors Bureau, presented the request for consent of expenditure of up to \$60,000.00 from Long Term Restricted Fund 4525 for the purpose of demolition of South Beach Grille, located at 6806 S. Virginia Dare Trail in Nags Head. The Bureau had determined the location would have greater value as expansion of much needed event parking than the costs of renovation.

MOTION

Commissioner Couch motioned to consent to the expenditure of up to \$60,000.00 from Long Term Restricted Item 4525 for the demolition of South Beach Grille.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 9 – DARE COUNTY DEPT. OF HEALTH & HUMAN SERVICES – PUBLIC HEALTH DIVISION “TAKE DOWN TOBACCO DAY” (Att. #1)

Rebecca Woods introduced the Health, Education and Outreach Unit intern, Mykhanh Guidebeck, who explained the “Peer Power” students from Cape Hatteras Secondary School, First Flight and Manteo High Schools who attended the elective course had become peer health educators for their schools to learn health habits pertaining to nutrition and the dangers of alcohol, tobacco and other drugs. They had gone to middle and elementary schools to deliver this message of healthy choices. The high school representatives highlighted e-cigarette increased use among high schoolers with 2019 CDC national statistics reflecting a 27.5% usage. National middle school smokers had risen from 3.3% in 2017 to 10.5% in 2019. The group requested March 18, 2020 be declared as “Take Down Tobacco Day” to focus and increase awareness of the problems regarding tobacco use among Dare County youth. Chairman Woodard asked if there were any lobbying efforts on the issue. Ms. Woods noted she was not aware of any; but she would certainly bring up the possibility at an upcoming coalition meeting with Teresa Beardsley, who was the Region 9 Tobacco Prevention Manager. The Board applauded the efforts of these students making a difference with their concerns for their peers and the community.

MOTION

Vice-Chairman Overman motioned to issue the Proclamation declaring March 18, 2020 as “Take Down Tobacco Day”.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 10 – PROCLAMATION ESTABLISHING APRIL 2020 AS “NORTH CAROLINA 811 SAFE DIGGING MONTH (Att. #2)

Chairman Woodard provided the background of the NC811 system, which celebrates its 42nd year of continuous service to the State. North Carolinian law requires anyone engaging in demolition or excavation activities contact NC811 at least three days prior to beginning their work. In 2019, the notification service received 2.2 million requests to mark locations for excavators and homeowners. Commissioner Tobin commented it was an especially important practice for landscaping businesses. Commissioner Couch added the Hatteras area had recently lost communications for over four hours, which may have been avoided if a call had been made. Commissioner House had used the service and noted it was an easy and valuable safeguard to avoid damages to underground utility lines. Chairman Woodard noted the service was provided free of charge.

MOTION

Commissioner House motioned to issue the Proclamation Establishing April 2020 as “North Carolina 811 Safe Digging Month”.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 11 – NCDOT’S FUTURE I-87 RESILIENCY, INNOVATION, SAFETY, ECONOMY PROJECT

County Manager Outten presented highlights from a letter to be sent to U.S. Secretary of Transportation, Elaine Chao, in support of the “Future I-87 RISE Project”. The project would help with “North Carolina’s vision to build out and harden the network of freight distribution/military corridors in Eastern North Carolina” and would “serve as an interstate connection between the Port of Virginia and I-95”. The project would also install fiber optic cable along its length, “as well as the extension of U.S. 64 from Williamston to Whalebone”.

MOTION

Commissioner Tobin motioned to approve the letter to the U.S. Secretary of Transportation and authorize the County Manager to sign the letter of support.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 12 – CONSENT AGENDA

The Manager announced the items as they were visually displayed in the meeting room. He noted a correction to be made to the Feb. 28, 2020 minutes on page six.

MOTION

Commissioner House motioned to approve the Consent Agenda as amended:

- 1) Approval of Minutes (02.18.2020) **(Att. # 3)** as amended on page 6
- 2) Water Department Budget Amendment – Distribution Lines – ND
- 3) Water Department Budget Amendment – Stumpy Point Maintenance
- 4) Amendment to Capital Project Ordinance for 2018 CIP for Manteo High School
- 5) Department of Health and Human Services - Social Services Division – Low Income Energy Assistance Budget Amendment
- 6) Corrections to Revenue Account Numbers for FY 2020 CIP Budget
- 7) Government Education Access Channels 2020-21 Proposed Budget

Commissioners Couch and Ross seconded the motion.

VOTE: AYES unanimous

ITEM 13 – BOARD APPOINTMENTS

1) Upcoming Board Appointments

The upcoming Board appointments for April, May and June, 2020 were announced by the County Manager.

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

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

Commissioner Couch

- He noted the happy expectation of visitors to the area with the arrival of March. The Outer Banks Tourism Bureau was working on “FAM” (Familiarization) tours with both Pennsylvania and Ohio travel providers to further promote the area.
- He invited everyone to take a look at the Jug Handle Bridge, also known as the Rodanthe Bridge, which was currently under construction. Upon completion, it would provide wonderful sunset and sunrise views. There would be a construction update from DOT on March 5.

Commissioner Tobin

- He shared the recent efforts to bore one of the cannons of the USS Monitor. The recent painstaking boring of the cannon had not resulted in any evidence relating to the old tale of a pair of boots, a coat and possibly a cat having been logged in one of the cannons prior to its sinking.
- He provided an update on the dredge project. Most of the shipyards had requested a two-week extension and many had presented questions to the engineers and architects. Bids could be expected by the end of March.
- The Merritt dredge was working and would remain until mid-March. The Currituck was expected by the end of March, and may be available for a couple of months this summer.
- He announced he would miss next Board meeting and would return on March 22.

Commissioner Ross

- He gave an update on activities surrounding the illness of dementia and related Alzheimer’s disease which included the “BOLD Act”, also known as “Building Our Largest Dementia (BOLD) Infrastructure”, the OBX Dementia Task Force’s annual conference to be held at St. Andrew’s By-the-Sea Episcopal Church on March 17 and the annual meeting of GEM “Gentle Expert Memorycare” to be held on March 26 in Southern Shores.
- He would be attending the “Keep It Clean 2020 Economic Summit” to be held on March 12, at the Duck Woods Country Club.
- The Task Force continues their investigation with two issues facing the strategic plan for the second event site, which are parking and wastewater management.
- He attended the welcoming event for new COA President, Dr. Jack Bagwell.
- He attended an update with Vice-Chairman Overman regarding involuntary commitments. There would be continued training scheduled in September.
- Reminded everyone of the upcoming St. Patrick’s Day parade next weekend.

- On March 18, he would be making his annual tour of the area from Whalebone to Hatteras Village with NPS Superintendent David Hallac.

Commissioner House

- He attended the “Chili Cook Off 2020” event at Stripers Grille, with the proceeds benefiting the efforts of the local Shriners Club.
- He attended the NC Marine Fisheries meeting in New Bern. The topics included the Shrimp and Flounder Amendments, which were given direct guidelines to follow and the Blue Crab Amendment 3 which was passed with a 5” minimum size. He would report on other amendments and changes as they become available.
- Today in History: In 1962, President John F. Kennedy announced the United States would be continuing above-ground nuclear testing.

Vice Chairman Overman

- He attended the RPO meeting in Hertford and presented the Dare County Alligator Bridge Replacement Resolution. Other counties had passed similar resolutions. During a transportation session at the NACo. Conference, he had discussed bridge issues with someone from Louisiana, who commented there were possible Federal “pockets” of funds which the County could investigate further.
- He attended the Outer Banks Community Foundation meeting. Among the awards presented was one to a gentleman who gave a moving presentation regarding the on-going recovery work being done on Ocracoke since Hurricane Dorian.
- On February 25th he attended a meeting on the State Mandated Crisis Plan with Dave Peterson of Trillium. Dare County had met the transportation criteria requirements; however, they would need to be codified and placed in the County’s formal plan.
- The DC Health & Human Services – 2018/19 Annual Report was presented February 25. It provided a “summary and data snapshot” of their years’ activities. He encouraged citizens to review the pamphlet on the Dare website or to pick up a copy.
- At the Washington NACo. Conference, he attended a session which offered interesting additional ways to utilize our GIS operation. He would be discussing some items for possible implementation with the County Manager.

Chairman Woodard responded to the earlier public comment regarding the U.S. Constitution. He reiterated the Resolution passed by the Board on February 4, 2020 and noted the Board’s view was very clear that “all amendments therein exist co-equally in importance and stature”. As to the request for a resolution in support of the Third Amendment, the Board would provide a response once a copy of the language had been provided to them.

MANAGER’S/ATTORNEY’S BUSINESS

Mr. Outten announced he would be going to Raleigh with the President of COA to meet with the architects for the college project. Their goal would be to finalize the programming for the plans in order to keep it on the established construction schedule.

Dorothy Hester noted Public Works was doing a great job with the St. Patrick’s Day float and announced there would also be a 2020 Census float entered in the parade.

Dave Clawson discussed the possibility of refinancing approximately \$28 million of bonds. The guidelines were currently above what the Financial Advisory suggests; however, they

had improved. Mr. Clawson had scheduled a May sale date with the State Treasurer, which could be delayed if necessary.

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

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

At 11:19 a.m., the Board of Commissioners adjourned until 5:00 p.m., March 16, 2020.

Respectfully submitted,

[SEAL]

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

APPROVED: By: _____
Robert Woodard, Sr., 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.



Amendment to Capital Project Ordinance for Series 2018 LOBs & Nags Head Beach Nourishment

Description

Per LGC requirements the Series 2018 LOBs were issued in July 2018 in order for Nags Head to execute its beach nourishment construction contract for 2019 construction. \$248,923 of interest has been earned in the construction account held by the trustee. This action is to budget that interest income and use it for debt service support to Nags Head during fiscal year 2021. Nags Head will receive \$600,000 in fy2021 per the MOA but now only \$351,077 will come from the Beach Nourishment Fund.

Board Action Requested

Adopt amendment to the capital project ordinance.

Item Presenter

David Clawson, Finance Director

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

**for
Beach Nourishment Project for Nags Head**

BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, originally adopted on June 4, 2018, is hereby amended.

Section 1 The project is for the County share of the 2019 beach nourishment project for Nags Head and debt costs of issuance. This amendment is to budget interest earned in the debt/trustee construction account which will be used for planned debt service support to Nags Head in fiscal year 2021. The debt service support budgeted in the Beach Nourishment Fund (#22) will be reduced by the same amount.

Section 2 The following budget shall be conducted within the Capital Projects Fund (#61). Project numbers are 60327 for Nags Head beach nourishment and 98727 for the Series 2018 LOBs.

Section 3 The following amounts are appropriated for the beach nourishment project:

Nags Head beach nourishment		
Debt service support fy2021	615580-537610-60327	\$248,923

Section 6 The following revenues are anticipated to be available to complete the beach nourishment project:

Int. income, construction account, S18 LOBs	613090-470200-98727	\$248,923
---	---------------------	-----------

Section 6 The Finance Officer is directed to report, as a part of the normal financial reporting process currently in place, the financial status of the project.

Section 7 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, the Clerk to the Board of Commissioners, and to each of the towns.

Adopted this 16th day of March 2020.

Chairman, Board of Commissioners

[SEAL]

Clerk to the Board of Commissioners



Authorization to Present Service Weapon to Retiring Deputy Sheriff

Description

Deputy Sheriff Michael Sellers is retiring on April 01, 2020 and Sheriff Doughtie requests permission to present his service weapon to him in recognition of his distinguished service as provided in North Carolina General Statute.

Board Action Requested

Authorize the transfer of the service weapon in the amount of \$1.00 pursuant to the provisions of the General Statutes.

Item Presenter

Sheriff J. D. "Doug" Doughtie



Board Appointments

Description

The following Board has an appointment this month.

1. Older Adult Services Advisory Council

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Older Adult Services Advisory Council

Description

Kenneth Bukantas resigned March, 2019. Amber Jennings resigned March, 2020. Older Adult Services Advisory Council recommends Apollonia (Bella) Reber be appointed to fill vacancy as Adult Services Representative.

Board Action Requested

Make Appointment

Item Presenter

Robert Outten, County Manager

OLDER ADULT SERVICES ADVISORY COUNCIL

(Four Year Term)

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

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Linda Lengyel P.O. Box 211 Hatteras, NC 27943 937-623-3258 North Hatteras Island Area	11-22	Apptd. 3/13 Reapptd. 11/14, 18
Mary Pendill 129 Dogwood Circle Manteo, NC 27954 252-423-0757 (Cell), 252-473-3589 (H) Manteo Area	11-22	Apptd. 11/14 Reapptd. 11/18
Cynthia Harris, Chair. 92 S. Dogwood Trail Southern Shores, NC 27949 703-402-6288 South Beach Area	11-21	Apptd. 11/15 Reapptd 11/17
Melissa Turnage 108 Rhodoms Dr. Kill Devil Hills, NC 27948 252-256-0026 (H), 252-475-5585 (O) Social Services Rep.	11-22	Apptd. 12-16 Reapptd. 11/18
Lynne Bloomfield, Vice Chair. 5024 Lindbergh Ave. Kitty Hawk, NC 27949 252-261-8937 (H) lrbloomfieldkhnc@charter.net Adult Services Rep.	11-23	Apptd. 11/14 Reapptd. 11/15, 11/19
Vacancy Adult Services Rep.		
Craig S. Albert 74 Gravey Pond Lane Southern Shores, NC 27949 440- 666-2208 graveypond@yahoo.com North Beach Area	11-21	Apptd. 2-19
Vacancy Mainland Area		

Claudia Hennessey 11-21 Apptd. 11/15
P.O. Box 740 Reapptd. 11/17
Avon, NC 27915
252-995-6662

Wanchese Area

John Clark 11-20 Apptd. 11/16
216 Harbour Rd.
Kill Devil Hills, NC 27948
252-715-0284

Central Beach Area

Jim Tobin 1-21 Apptd. 6/17
6951 Pecan Lane
PO Box 243
Manns Harbor, NC 27953
Jim.tobin@darenc.com
252-216-7732

DC Commissioner

NOTE: MEETING INFO: 2nd Wednesday, 10:00 a.m., except June, July, Aug. Meetings rotate between Baum Center, Dare Center and Fessenden Center

CONTACT INFO: Cindy Harris, Chair
Lynne Bloomfield, Vice Chair
Brandi Bohanan, Dir., Baum Center

MEMBERS COMPENSATED: No

Commissioner Byrd replaced Commissioner Perry 9/97.
Walter Parker replaced Herb Barr 11/97.
Josephine Fessler replaced Lovie Midgett 11/97.
Alpean Midgett apptd. to fill unexpired term of Louise Rossiter who resigned 11/97.
Henry Haywood apptd. to fill unexpired term Marge Keys 3/99.
Edna P. Fehrmann apptd. to fill unexpired term of Marge Keys 3/99.
Kathy Crowder replaced Jimmy Williams and Marjorie Midgett replaced Roy Midgett 11/99.
Grace Fruit replaced Edna Fehrmann 10/00.
Cheryl Byrd's appt. tabled til 12/18/00.
Geneva H. Perry filled unexpired term of Comm. Cheryl Byrd 1/01.
Lovie Midgett apptd. to fill unexpired term of Alpean Midgett 4/01.
Shirley Venente replaced Walter Parker and Barbara Brenner replaced Josephine Fessler 1/02.
Mary Conway replaced Dell Collins 1/03 and Jonna Midgett replaced Sue Judge 1/03.
Virginia Tillett filled unexpired term of outgoing Comm. Geneva Perry 2/03.
Joe Rongo replaced "Fritz" Winfree 11/03.
Annie Rose Wells filled unexpired term of Gee Fruit 3/04.
Paulette Prodanck filled unexpired term of Barbara Brenner 4/05.
Lynda Hester filled unexpired term of Mary Conway 4/07.
Lynn Thomas filled unexpired term of Joe Rongo & Georgia Ellis filled unexpired term of Annie Rose Wells 8/07.
Judith Link filled unexpired term of Shirley Venente 5/08.
Steve Jennette filled unexpired term of Lovie Midgett 12/08.

Gisele Mead filled unexpired term of Lynda Hester 1/09.

Linda Lenguel filled unexpired term of Steve Jennette 3/04.

Lynn Bloomfield filled unexpired term of Julia Haywood 11/14.

David Faudie filled unexpired term of Betse Kelly 11/14.

Margaret Umphlett filled unexpired term of Virginia Tillett 12/14.

11/2/15: Cynthia Harris apptd. to South Beach seat, Sandra Clark to Mainland seat & Claudia Hennessey apptd. to Wanchese seat for two-year terms. There were no applications from these designated areas, so appointments were made from applications that were on hand.

John Clark replaced Georgia Ellis 11/16.

Melissa Turnage filled unexpired term of Jonna Midgett 12/16.

Jim Tobin appointed to fill unexpired term of Margaret Umphlett 6/17

Sandra Clark did not want to be reappointed 11/17

Kenneth Bukantas replaced David Faudie who resigned 1/19

Craig Albert replaced Paulette Prodanek who resigned 2/19

Amber Jennings apptd., Lynne Bloomfield reaptd. 11/19

Kenneth Bukantas resigned 3/19; Amber Jennings resigned 3/20;

REVISED 03/10/20

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in: DCOAS Advisory Board

1st choice Braun Center Senior

2nd choice _____

3rd choice _____

Name: APOLLONIA (BELLA) REBER

Address: 2802 SEA HORSE COURT

City/State/Zip Kitty Hawk NC 27949

Telephone Home: 252-255-0925

Business: (C) 252 455-5159

Resident of Dare County: yes no

Occupation: RETIRED Registered Nurse

Business Address: _____

Educational background:
Registered Professional Nurse

Business and civic experience and skills:

5yr SHIP Volunteer (retired) Director of Nurses in Nursing Home facility
worked @ Gen program
Girl Scouts - HEAD Nurse med/surg unit
Volunteer at Beach Food Pantry
Volunteer @ Church Bread Distribution -

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

5 yr NC OLDER Adult Nursing Home program (5 yr
Advisory Board

Expiration Date of Terms: ?

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Cindy Harris</u>			<u>261-4990 or 703-402-6288</u>
<u>Barbara Fucoli</u>			<u>261-0124; 207-8009</u>
<u>Paul Soresso</u>			<u>480-3354</u>

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

Date: Feb 24 2020 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: _____

Date forwarded to County Commissioners: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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 Older Adult Services

2nd choice _____

3rd choice _____

Name Angelo Sonnesso

Address 227 Kitty Hawk Bay Drive

City/State/Zip Kill Devil Hills, NC 27948

Email Address asonnesso@gmail.com

Telephone Home: 252-202-1190

Business: _____

Resident of Dare County: yes no

Occupation: Retired

Business Address: _____

Educational background:

Masters in Rehabilitation Counseling

Masters in Education

Business and civic experience and skills:

First Flight Lions Club, Outer Banks Repeater Association,

NC Library for the Blind board member, Community Coordinating Council

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

None

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Mary Pendill		Manteo	252-473-3589
Andrew Darling		So. Shores	252-619-6235
Ken Mann		Wanchese	252-473-3024

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

Date: 5/16/19 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 5-20-19



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