



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, November 16, 2020, 5:00 PM**

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

**AGENDA**

- 5:00 PM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Public Comments
- ITEM 3** Public Hearing -- Extension of Temporary Measures for Restaurants & Mobile Food Units
- ITEM 4** Request to Amend Black Dog Harbor Conditional Use Permit
- ITEM 5** Garage Band Charities, Inc.
- ITEM 6** Proclamation - Alzheimer's Disease Awareness Month
- ITEM 7** Proclamation - Family Caregivers Month
- ITEM 8** Mini Brooks Act Exemption for Architectural Services for Affordable Housing Project
- ITEM 9** Manteo High School Roof Replacement Project Amount in the Series 2021 LOB's
- ITEM 10** Resolution of the County of Dare, North Carolina Requesting the Release of Certain Premises Related to Limited Obligation Bonds
- ITEM 11** Resolution of the Board of Commissioners of the County of Dare, NC, Authorizing the Negotiation of an Installment Financing Contract, Directing the Publication of Notice with Respect Thereto and Providing for Certain Other Related Matters Thereto
- ITEM 12** Accounting Services Agreement for the Savings Lives Task Force Non-Profit
- ITEM 13** College of The Albemarle - Naming Opportunities
- ITEM 14** Manteo/Shallowbag Bay Range 1-5 Dredge Project
- ITEM 15** **Consent Agenda**
- (1) Approval of Minutes
  - (2) Health & Human Services, Public Health - Additional Immunization Funding
  - (3) Tax Collector's Report
  - (4) Professional Consulting Services Agreement with Maximus US Services, Inc.
- ITEM 16** **Commissioners' Business & Manager's/Attorney's Business**

ADJOURN UNTIL 9:00 A.M. ON DECEMBER 7, 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, Sr.



*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.

Covid-19 changes:

Public comment may be presented to the Board by sending an email during the meeting to: [dcbo@darenc.com](mailto:dcbo@darenc.com)

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Public Hearing -- Extension of Temporary Measures for Restaurants and Mobile Food Units*

**Description**

A hearing to extend the temporary measures for restaurants and mobile food units is scheduled for 5:00 p.m. The requested action is to extend the temporary measures until December 31, 2021. A draft motion for the Board's consideration:

"I move to extend the temporary measures for restaurants and mobile food units until December 31, 2021."

**Board Action Requested**

Conduct hearing and extend temporary measures

**Item Presenter**

Donna Creef

## **Temporary Procedures for Restaurants**

Intent and Effect: The section shall establish temporary procedures for the review, approval and operation of any restaurants as defined in Section 22-2 Dare County Zoning Ordinance and as permitted in the individual commercial zoning districts of unincorporated Dare County. These temporary procedures are intended to provide for the use of excess parking areas, setback areas, and other areas of the site not occupied by above-ground infrastructure improvements that can be used for outdoor seating and other operational functions of a restaurant. The use of wastewater areas for outdoor use areas or outdoor seating is not authorized by these procedures. These procedures shall apply until December 31, 2021. These temporary procedures may be extended by the Board of Commissioners.

Approval procedures: Outdoor seating and outdoor use areas may be used subject to administrative approval by the Dare County Planning Department. A site plan or sketch plan of the restaurant depicting the proposed outdoor use areas shall be submitted to the Planning Department for review. A pre-approved site plan of the site may be used for review purposes under this section.

Outdoor Use/Outdoor Seating: Outdoor seating may be allowed on decks, porches, enclosures or other areas of the restaurant facility provided ingress/egress of the structure is maintained. Outdoor use areas may be located in any required setbacks area however such areas shall not be located closer than fifteen (15) feet from any street right-of-way or vehicular access easement.

Public Restrooms: Public restrooms of the restaurant shall be made available.

Parking: If restaurant capacity is reduced by State regulations, then the corresponding reduction in the required number of parking spaces shall be applied by the Planning Department. Excess parking spaces identified during the site review process may be used for outdoor seating or other outdoor use areas of the restaurant. Parking shall not occur in street rights-of-way, access easements or designated fire lanes.

If no reduction in seating capacity is mandated by the State of North Carolina, then a parking ratio of 1 parking space for each 6 seats shall apply. The excess parking spaces may be used for outdoor seating or outdoor use areas of the restaurant. Parking at other commercial businesses within 400 feet of the restaurant site may be used to supplement the parking requirements.

Signage: One temporary A-frame or sandwich board sign, not to exceed 12 square feet, may be used on the site. The placement of the temporary sign shall not block line of sight clearances for vehicles entering or exiting the site.

## **Temporary Procedures --Food Stands and Mobile Food Units**

Intent and Effect: The section shall apply temporary procedures for the review, approval and operation of any food stand and/or mobile food unit as defined in Section 22-2 of the Dare County Zoning Ordinance and as permitted in the individual zoning districts of unincorporated Dare County. These procedures shall be effective until December 31, 2021 at which time the regulations for food stands and mobile food stands shall revert to the provisions found in Section 22-58.5 of the Dare County Zoning Ordinance. These temporary provisions may be extended by the Board of Commissioners.

Approval procedures: A food stand shall be subject to administrative approval by the Dare County Planning Department. Approval from the Dare County Health Department shall be also obtained.

Location: A mobile food unit shall be located on a parcel of land in conjunction with an existing commercial structure or use or may be located on a vacant parcel of land that is zoned for restaurant use under the terms of the Dare County Zoning Ordinance. Only one mobile food unit shall be located on a parcel of land. Written approval from the owner of the commercial use shall be submitted as part of the site plan review process if the parcel is not owned by the applicant. Any food stand shall be limited to the seating restrictions of the State of North Carolina. The Dare County Health Department should be consulted on the applicable State regulations for food stands and mobile food units.

Public Restrooms: Any food stand, both permanent and mobile food units, that provides outdoor seating shall provide public restrooms on the same site for use by their customers and employees. Public restrooms of the affiliated business or restaurant may be used to meet this requirement if the restrooms meet the requirements of the North Carolina Plumbing Code. Portable toilets may be used to meet this public restroom requirement provided the portable toilets meet Dare County Health Department approval. Location of the portable toilets shall be approved by the Planning Department.

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

Parking: Ten parking spaces, as required by Section 22-56 of the Dare County Zoning Ordinance for food stands, shall be identified on the property where the food stand will be located. This parking requirement may be decreased or waived by the Planning Director upon a review of the other uses of the property and parking demands of the site. Parking spaces for the existing business affiliated with the food stand may be approved for use by the food stand. Parking shall not occur in street rights-of-way, access easements or designated fire lanes.

Signage: A separate freestanding business sign for the food stand shall not be displayed. One temporary signage or sandwich board sign not to exceed 12 square feet may be used on the site. The placement of the temporary sign shall not block line of sight clearances for vehicles entering or exiting the site.

Solid Waste: Trash receptacles for customer and employee use shall be provided onsite by the food stand operator. Approval to use the solid waste containers of the affiliated business shall be submitted as part of

the approval process. Solid waste containers provided at public beach accesses or other public sites shall not be used.



*Request to Amend Black Dog Harbor Conditional Use Permit*

**Description**

Mike Filipczak, on behalf of the Black Dog Harbor Homeowners Association, has requested an amendment to the Black Dog Harbor conditional use permit that was approved in 2004 and purchased by Mr. Filipczak in 2014. A detailed staff report and associated documents are attached with this cover sheet. This is a quasi-judicial matter and the procedures associated with such matters will be followed during the meeting.

**Board Action Requested**

Motion to approve the CUP amendment: “ I move that the CUP amendment for the Black Dog Harbor group development be approved to revise conditions 6 and 7 as recommended by the Planning Board.”

**Item Presenter**

Donna Creef, Planning Director



STAFF REPORT                      Board of Commissioners November 16, 2020 Meeting

FROM:                                Donna Creef, Planning Director

RE:                                    Black Dog Harbor Group Housing Development  
    Conditional Use Permit Amendment

Black Dog Harbor is a group development in Salvo that was originally approved in 2004. Mike Filipczak, the current owner of the development, purchased the property in 2014. The original CUP includes the following conditions:

*Condition #6 – No commercial activities shall take place on the site.*

*Condition #7 - The boat basin, boat ramp and boat slips shall be for the exclusive use of the property owners and residents of the development. Fuel services and fuel storage may be provided on site for the property owner and guests. No commercial fuel sales or storage shall be allowed on site.*

Mr. Filipczak on behalf of the Black Dog Homeowners Association, is requesting condition 6 of the original CUP be amended to allow the commercial use of two of the boat slips and to amend condition #7 to clarify the use of the amenities by property owners and guests.

The property is zoned S-1 and all uses are permitted in this district. If the property was vacant and a request to use the small harbor as a commercial marina was submitted, then the County would authorize the request because of the S-1 zoning. The request is for the commercial use of two of the boat slips for fishing and touring charters with specific hours of operation. Existing overflow parking spaces will be used by the charter boat crew and clients. Last year, we had issues with a charter boat using the marina contrary to the current terms of the conditional use permit. Duck hunters were using the slips and leaving earlier than 6:00 a.m. In discussing the request with Mr. Filipczak, he does not plan to contract with any hunting charter services since their departure hours would be earlier than 6:00 a.m.

The Planning Board reviewed this request on October 12, 2020 and voted to recommend the CUP be amended with the following changes to conditions #6 and #7:

Condition #6 :

*Commercial activities shall be limited to two charter boats used for fishing or cruising whose customers and crew shall park in the designated overflow parking spaces in Black Dog Harbor. These charter trips shall be limited to the hours of 6:00 AM to 10:00 PM and shall require annual approval by the Black Dog Harbor Owners Association.*

Condition #7:

*The boat basin, boat ramp and boat slips shall be for the exclusive use of the property owners, residents, and tenants of the development, their guests and any boat slip lessee. No commercial fuel storage shall be allowed on site.*

The Planning Board received comments from the adjoining property owner to the south, John Fort. The concerns expressed by Mr. Fort were discussed by the Planning Board at their October meeting. The hours of operation start at 6:00 a.m. Charter services will not be allowed for duck hunters. That being said, if a group of duck hunters rents one of the home in the Black Dog Harbor development, then their use of the boat slips at early morning hours is not prohibited or limited to a certain hour of departure. There are overflow parking spaces at the site that can be used for the charter boat captain and his clients. Parking at the site will be monitored by the Planning Department and if it becomes an issue then additional measures will be implemented. I have discussed all of these concerns with Mr. Filipczak. Letters of support from several of the property owners in Black Dog Harbor and the adjoining area were received also.

Although Black Dog Harbor is an approved residential group housing development, the zoning is S-1 which allows all land uses: residential, commercial and industrial. Based on this fact, the commercial use of the boat slips at the Black Dog development is consistent with the zoning and conditions have been included in the CUP amendment to address the use of the boat slips by a charter boat company.

Cc: Mike Filipczak



2020 AMENDMENT TO CONDITIONAL USE PERMIT #8-2004  
FOR BLACK DOG HARBOR GROUP HOUSING DEVELOPMENT

On November 16, 2020 the Dare County Board of Commissioners considered an amendment to the conditional use permit for the Black Dog Harbor group housing development in Salvo, NC. The original CUP was issued to Sapphire LLC in January 2005 by the Dare County Board of Commissioners.

On October 12, 2020, the Dare County Planning Board reviewed the proposed amendment and recommended approval of the amendment.

The following revisions shall be made a part of CUP 8-2004 as detailed below:

Condition #6 of CUP 8-2004 is amended to read:

*Commercial activities shall be limited to two charter boats used for fishing or cruising whose customers and crew shall park in the designated overflow parking spaces in Black Dog Harbor. These charter trips shall be limited to the hours of 6:00 AM to 10:00 PM and shall require annual approval by the Black Dog Harbor Owners Association.*

Condition #7 of CUP 8-2004 is amended to read:

*The boat basin, boat ramp and boat slips shall be for the exclusive use of the property owner, residents of the development, their tenants and their guests and any boat slip lessee. No commercial fuel storage shall be allowed on site.*

All other conditions included in the original CUP and the 2015 amendment shall remain in force and part of this amendment.

This 16 th day of November 2020

SEAL:

COUNTY OF DARE

By: \_\_\_\_\_  
Robert L. Woodard, Chairman  
Dare County Board of Commissioners

ATTEST:

By: \_\_\_\_\_  
Cheryl Anby  
Clerk to the Board

**THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED**

\_\_\_\_\_  
Mike Filipczak on behalf of  
Black Dog Harbor Homeowners Association

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Robert L. Outten  
County Attorney

Donna Creef, CFM  
Planning Director, County of Dare  
PO Box 1000  
Manteo, NC 27954

RE: Black Dog Harbor  
Salvo, NC

**Subj: Conditional Use Permit Change**

Hi Donna.

I am writing to you today as President of the Black Dog Harbor Owner Association. In follow up to recent emails, below are two changes that the Owner Association would like to make to the Black Dog Harbor Conditional Use Permit No. 8-2004, attached for reference. I intend to submit supporting materials by September 21, 2020 for inclusion on the agenda for the October 12, 2020 planning board meeting.

**Modify Condition 6.** from "No commercial activities shall take place on the site." to "Commercial activities shall be limited to two charter boats used for fishing or cruising whose customers and crew shall park in the designated overflow parking spaces in Black Dog Harbor. These charter trips shall be limited to the hours of 6AM to 10PM and shall require annual approval by the Black Dog Harbor Owners Association."

**Modify Condition 7.** from "The boat basin, boat ramp and boat slips shall be for the exclusive use of the property owners and residents of the development," to "The boat basin, boat ramp and boat slips shall be for the exclusive use of the property owners, residents of the development and their guests."

All other terms and conditions of CUP No. 8-2004 shall remain the same.

With reference to CAD File P657 AB prepared by Coastal Engineering and Surveying dated 7-8-2016, attached, I would like to address the County's concerns over vehicle parking and boat slips.

#### **Vehicle Parking**

One of the issues that we have discussed is the availability of vehicle parking for charter boat captains and their guests within the neighborhood but specifically not at individual houses, not on the street, not in the emergency vehicle turnaround and not in the boat ramp. There are a total of 8 existing overflow parking spaces at Black Dog Harbor, four north of Lot#1 and four between lots 9 and 10. The charter trips are typically the captain and up to four people who tend to drive together, so there would typically be two cars per boat. If two charter trips happen to

overlap we would expect four parking spaces to be used, leaving four additional overflow spaces.

A further question has been raised whether the remaining four overflow spaces would be sufficient for the owners and guests of the houses. In general, we are building smaller houses than the six bedroom houses envisioned in the site plan. Also we are building the houses with substantial space and height underneath so we believe we are gaining parking spaces with each house that we build. The following table summarizes the number of bedrooms and available parking spaces at each house built to date.

	No. Bedrooms	No. Parking Spaces
Lot 1	4	7
Lot 2	4	7
Lot 3	4	7
Lot 4	4	6
Lot 5	<i>No house built</i>	
Lot 6	<i>No house built</i>	
Lot 7	6	9
Lot 8	4	6
Lot 9 (planned)	4	7
Lot 10	<i>No house built</i>	
Lot 11	<i>No house built</i>	
Lot 12	<i>No house built</i>	
Caretaker's Cottage	2	2

As the above table indicates, we currently have 19 more parking spaces than bedrooms at the houses built to date. We believe this trend of creating additional parking spaces will continue when Lots 5,6,10,11 and 12 have houses built on them. In addition to these 19 parking spaces, we have the following additional onsite parking options that could be utilized, if needed:

- One in front of the barn, pavers installed
- Six east of lot 1, on the repair area, grass

I would consider these secondary choices to utilizing the existing overflow spaces which already exist and have a paver surface.

## **Boat Slips**

With reference to the attached partial drawing P657 SP by Coastal Engineering and Surveying dated 8/14/15 and referenced CAMA Permit 94-05, updated in 2009, the existing basin is permitted for a total of 10 boat slips. Much to my surprise, as the neighborhood has grown, there is only occasional demand for any boat slip from homeowners or rental guests. As such, the HOA would plan to utilize the two existing boat slips at the existing dock (marked as 1 and 2 on the partial drawing) for the charter captains. Other occasional boats can utilize the two finger piers at the boat ramp. The additional eight boat slips allowed by CAMA will be constructed by the HOA when there is a need.

On a general note we believe that there is nothing more in keeping with the historical use of the harbor property than to have a local charter captain utilizing it to run a micro business which benefits the County, homeowners, the HOA and guests. In addition, the boat traffic will help to preserve the navigable channel and entrance to the harbor for future generations.

Please call me at 443-463-1450 should you have any questions on this request otherwise I look forward to seeing you at the planning board meeting on October 12, 2020.

Best Regards,  
Black Dog Harbor Owners Association

Michael Filipczak,  
President



Unofficial Document

BOOK PCI PAGE 334 (1)  
70600008

Recorded: 05/20/2017 04:19:30 PM  
BY: Tom Hight  
Veronica McManis, Registrar of Deeds  
Dare County, NC  
Fee Amt \$21.00  
NC Excise Tax \$0.00

**LEGEND**

- ELECTRIC LINE
- WATER LINE
- FORCE MAIN SEWER
- STORM DRAIN LINE
- SPRINKLER MAIN
- CATCH BASIN / DROP INLET
- JUNCTION BOX W/ MAN HOLE
- WATER VALVE
- WATER METER
- PIPE VENTHAT
- CLEAN OUT
- CL. CONCRETE W/PAVEMENT
- DL. IRON ROD
- DL. P.V. MAN.
- DL. IRON ROD
- DL. CABLE TV
- DL. POWER POLE
- DL. TELEPHONE / FIBERGLASS
- EDGE OF PAVEMENT
- RIGHT OF WAY
- PROPOSED RADIUS (PT)
- DL. SPOT GRADE ELEVATION
- SYMBOL FOR PROPOSED PARKING

**SITE COVERAGES**

PRE AS-BUILT SURVEY SITE COVERAGE DATA:

- EX. HSE (LOT 7): 1,254± S.F.
- WOOD DECKS (LOT 7): 147± S.F.
- POOL/DECK DECK (LOT 7): 610± S.F.
- EX. STRUCTURES (SHEDS): 1,423± S.F.
- WOOD DECKS (OFF OF SHEDS): 757± S.F.
- ASPHALT: 19,839± S.F.
- BOARDWALKS: 43,185± S.F.
- PARKING: 2,002± S.F.
- PERVIOUS PAVERS: 12,244± S.F.
- WOOD DECK: 1,970± S.F.

NET EXISTING COVERAGES:

- INDICATES PERVIOUS COVERAGES: 23,476± S.F.
- TOTAL ON-SITE IMPERVIOUS COVERAGE: OR 12.1% OF UPLANDS OR 3.0% OF SITE

POST AS-BUILT SURVEY LOT COVERAGES:

- CONCRETE SURFACE, AT BOAT RAMP: 910± S.F.
- NEW WOOD DECKS: 1,554± S.F.
- NET EXISTING COVERAGES: 819± S.F.
- INDICATES PERVIOUS COVERAGES: 24,586± S.F.
- TOTAL ON-SITE IMPERVIOUS COVERAGE: OR 12.5% OF UPLANDS OR 3.5% OF SITE

**PLAN OBJECTIVE**

THE OBJECTIVE OF THIS AS-BUILT SURVEY PLAN IS TO ILLUSTRATE THE SUBJECT EMERGENCY VEHICLE TURNAROUND AREAS, DESIGNATED PARKING AREAS, BOAT RAMP IMPROVEMENTS, PARKING MODIFICATIONS, DESIGNATING PARKING SPACES FOR THE OCCUPANTS OF THE CLUB HOUSE, THE PARKING RECONFIGURATION FOR LOT 4, THE DESIGNATED PARKING SPACES AROUND THE EMERGENCY VEHICLE TURNAROUND AREAS, DESIGNATED PARKING SPACES AND DEAD END ROAD 504. THIS AS-BUILT PLAN IS AN INTEGRAL PART OF THE DEVELOPMENT IMPROVEMENTS AS INTENDED ON RECORD MAP P.C. "C", S.L. 208, DATED 3/29/06 FOR THE AARON HILL HARBOR GROUP HOUSING PROJECT, PREPARED BY STROUD ENGINEERING, P.A. AND IS INTENDED FOR USE IN CONJUNCTION WITH THE REFERENCED PLAN.

**GENERAL NOTES**

1. PIN NO. 06409802779 ADDRESS: 27460 N.C. HIGHWAY 12, SALVO, NC 27972 RECORDED REFERENCE: DL 1925, PC 234, SUBDIVISION PLAT: PC C 3, 367
2. \*WATER WETLAND LOCATIONS SHOWN HEREON ARE BASED ON DELIBERATION BY ENVIRONMENTAL PROFESSIONALS, INC. APPROVED BY A.C.E. REGULATORY SPECIALIST ON 5/22/2005. ACTION I.D. # 20050646.
3. TOTAL AREA OF PARCEL = 10,108 ACRES OR 440,324 S.F. (BY COASTAL ENGINEERING & SURVEYING, INC. SURVEY PLAT) AREA OF BASIN = 84,311± SQ. FT. = 2.32± ACRES AREA OF WETLANDS = 102,398± SQ. FT. = 2.94± ACRES AREA OF UPLANDS = 133,594± SQ. FT. = 4.44± ACRES ALL AREAS CALCULATED BY COORDINATE METHOD.
4. SITE IS LOCATED WITHIN THE 4-1 ZONING DISTRICT.
5. PROPERTY OWNER: MICHAEL FLIPCZAK, 16512 OLD COURTYARD ROAD, GRANITE, NC 27623
6. THE 30' CANAL SETBACK LINE AND 75' A.C. SETBACK LINE SHOWN HEREON ARE AS PER CANAL PLANS SUBMITTED FOR PERMIT MODIFICATIONS ON PLANS PREPARED BY STROUD ENGINEERING, P.A., DATED 4/7/09.
7. PROPERTY IS LOCATED IN F.L.R.M. ZONES AS SHOWN. MAP NO.: 3730084000L INDEX DATED: 9-20-06. PROPERTY TO CHANGE BY F.L.R.M. # 20060646.
8. STREET NAME CHANGE FROM AARON HARBOR LANE TO BLACK DOG LANE APPROVED BY DARE COUNTY ON 11/25/2015.

**MAGNIFIED DETAIL**

1"=30'

**GRAPHIC SCALE**

0 30 60 120  
( IN FEET )  
1 inch = 60 ft.

**CERTIFICATE OF SURVEY & ACCURACY**

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, SUBDIVISION RECORDED IN P.C. D, S.L. 131 IN THE DARE COUNTY REGISTRY; THAT THE ERROR OF CLOSURE, AS CALCULATED IN THIS DARE COUNTY REGISTRY; THAT THE BOUNDARIES NOT ACTUALLY SURVEYED ARE SHOWN AS DOTTED LINES PLOTTED FROM INFORMATION FOUND IN EXISTING RECORDS AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 41-29 AS AMENDED.

I ALSO CERTIFY THAT THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY HAND AND SEAL THIS 15th DAY OF MAY 2017

**CERTIFICATE OF OWNERSHIP**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON AND CONCUR THAT THE ILLUSTRATED IMPROVEMENTS SHOWN HEREON ARE ACCURATE. FURTHERMORE, I APPROVE THIS PLAN FOR RECORDING IN THE OFFICE OF THE REGISTRY OF DEEDS OF DARE COUNTY.

*Michael Flipczak* 5/16/17  
MICHAEL FLIPCZAK DATE

\_\_\_\_\_, A NOTARY PUBLIC OF \_\_\_\_\_ COUNTY, NORTH CAROLINA, DO

HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME THIS DATE AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING CERTIFICATE.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**CERTIFICATE OF APPROVAL FOR RECORDING**

I HEREBY CERTIFY THAT THIS AS-BUILT SURVEY PLAN HAS BEEN REVIEW FOR COMPLIANCE AND THAT THIS PLAN HAS BEEN AUTHORIZED BY DARE COUNTY BY CONDITIONAL USE PERMIT FOR RECORDING IN THE OFFICE OF THE REGISTRY OF DEEDS OF DARE COUNTY. THIS PLAN IN PART SUPERSEDES THE PARKING DATA ILLUSTRATED ON THE PLAN RECORDED IN P.C. C, S.L. 208. MAP FOR RECORD FOR AARON HILL HARBOR GROUP HOUSING PROJECT, PREPARED BY STROUD ENGINEERING, P.A. RECORDED ON 3/29/2006.

*Donna Creef*  
DONNA CREEF, PLANNING DIRECTOR

6-16-2017  
DATE

**CERTIFICATE OF REVIEW OFFICER**

STATE OF NORTH CAROLINA  
COUNTY OF DARE

\_\_\_\_\_, REVIEW OFFICER OF DARE COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

FILE \_\_\_\_\_ L-3241

**REVISIONS**

NO.	DATE	DESCRIPTION
1	05/16/17	AS-BUILT SURVEY PLAN

PREPARED FOR: SALVO WEST, LLC  
KINNAKEET TWP NORTH CAROLINA  
DARE COUNTY

BLACK DOG HARBOR DEVELOPMENT  
AS-BUILT SURVEY OF BOAT RAMP & EMERGENCY VEHICLE TURNAROUND

NO. 1139  
4425 N. CROATAN AVENUE  
KITTY HAWK, N.C. 27849  
(252) 361-1151  
(252) 361-1333  
Fax: (252) 361-0315

Coastal  
ENGINEERING & SURVEYING, INC.  
Civil - Structural  
Site Development





*Garage Band Charities, Inc.*

**Description**

Garage Band Charities Inc., the organization behind the OBX Rod & Custom Festivals, will make a presentation to the Board

**Board Action Requested**

Presentation

**Item Presenter**

Michael Tillett and Richard Quidley



*Alzheimer's Disease Awareness Month*

**Description**

The state of North Carolina has over 180,000 people affected by forms of dementia. The citizens of Dare County can support members of our community affected by Alzheimer's disease and their families by advocating for educational programs, improving support services and designate Dare County as Dementia Friendly.

**Board Action Requested**

Proclaim November 2020 as "Alzheimer's Disease Awareness Month" in Dare County.

**Item Presenter**

None



## **A Proclamation Alzheimer's Disease Awareness Month**

**WHEREAS**, Alzheimer's is a devastating disease that affects more than 5.8 million people and their families in the United States; this number is expected to reach 13.8 million by 2050; and

**WHEREAS**, Alzheimer's disease involves parts of the brain that control thought, memory, and language; the deterioration of these functions can impair judgement and reasoning, affect behavior and emotions and impede the ability to complete daily activities of living; and

**WHEREAS**, there is no cure for Alzheimer's disease and Alzheimer's disease is the most common form of dementia and is the sixth leading cause of death; and

**WHEREAS**, more than 180,000 people in North Carolina are affected by all forms of dementia and this number is expected to increase to more than 210,000 in the year 2025; and

**WHEREAS**, The Outer Banks Dementia Friendly Coalition is a 501c3 nonprofit organization. The Coalition uses all funds raised to provide services, education and support to those living with dementia in Dare County and their caregivers; and

**WHEREAS**, the citizens of Dare County can support members of our community affected by Alzheimer's disease and their families by advocating for educational programs, improving support services and designate Dare County as Dementia Friendly.

**NOW, THEREFORE**, the Dare County Board of Commissioners does hereby proclaim November 2020, as "**ALZHEIMER'S DISEASE AWARENESS MONTH**" in Dare County and commend its observance to all citizens.

This the 16<sup>th</sup> day of November, 2020.

SEAL

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Robert Woodard, Sr., Chairman

Attest: \_\_\_\_\_  
Cheryl C. Anby, Clerk to the Board



*Family Caregivers Month*

**Description**

Celebrating National Family Caregivers month enables us all to raise awareness of family caregiver issues and celebrate their efforts. In 2019 there were approximately 479,000 in North Carolina which contributed 545,000,000 hours of unpaid care to those affected by illness, injury or disability.

**Board Action Requested**

Proclaim November 2020 as "Family Caregivers Month" in Dare County.

**Item Presenter**

None



## **A Proclamation Family Caregivers Month**

**WHEREAS**, each day parents and children, siblings and spouses, friends and neighbors give of themselves to support those in their lives affected by illness, injury or disability; and

**WHEREAS**, most family caregivers work outside the home either part- or full-time in addition to their caregiving responsibilities; and

**WHEREAS**, in 2019 there were approximately 479,000 caregivers in North Carolina which contributed 545,000,000 hours of unpaid care; and

**WHEREAS**, National Family Caregivers Month provides resources for self-care, advocacy and de-stressing for our caregivers; and

**WHEREAS**, caregiving can often have a significant impact on the life of the caregiver and make maintaining the caregiver's physical and mental health more difficult and put a strain on work and social life; and

**WHEREAS**, celebrating National Family Caregivers month enables us all to raise awareness of family caregiver issues, celebrate the efforts of family caregivers, educate family caregivers about self-identification and increase support for family caregivers; and

**WHEREAS**, the Outer Banks Dementia Friendly Coalition is a 501c3 non-profit organization. The Coalition uses funds raised to provide services, education and support to those caregivers in Dare County.

**NOW, THEREFORE**, the Dare County Board of Commissioners does hereby proclaim November 2020, as **"FAMILY CAREGIVERS MONTH"** in Dare County and commend its observance to all citizens.

This the 16<sup>th</sup> day of November, 2020.

SEAL

---

Robert Woodard, Sr., Chairman

Attest: \_\_\_\_\_

Cheryl C. Anby, Clerk to the Board



*Mini Brooks Act Exemption for Architectural Services for Affordable Housing Project*

**Description**

UNC SOG Development Finance has provided an estimate of architectural costs for a conceptual design for the Bowsertown Project of \$30,000 or less. The Mini Brooks Act allows for exemption to the RFQ process normally required. Adoption of the attached Resolution allows for use of that exemption which will allow direct selection of an architect and a reduction of 4 to 6 weeks for that process.

**Board Action Requested**

Adopt Resolution.

**Item Presenter**

David Clawson, Finance Director

**RESOLUTION AUTHORIZING THE DARE COUNTY BOARD OF COMMISSIONERS  
TO EXEMPT THE COUNTY FROM THE MINI-BROOKS ACT  
PURSUANT TO G.S. 143-64.32**

**WHEREAS**, North Carolina General Statute 143-64.31 (often referred to as the "Mini-Brooks Act") requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee; and,

**WHEREAS**, Dare County proposes to enter into one or more contracts for engineering and surveying services in conjunction with the Development Finance Initiative (DFI) to aid in the design of essential housing within Dare County; and,

**WHEREAS**, North Carolina General Statute 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of North Carolina General Statute 143-64.31 if the estimated fee for any such service is less than \$50,000; and,

**NOW, THEREFORE BE IT RESOLVED**, by the Dare County Board of Commissioners that:

The above-described project is hereby made exempt from the provisions of North Carolina General Statute 143-64.31

This the 16<sup>th</sup> day of November, 2020.

COUNTY OF DARE, NORTH CAROLINA

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Robert Woodard Sr., Chairman

[SEAL]

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Cheryl Anby, Clerk to the Board



***Manteo High School Roof Replacement Project Amount in the Series 2021 Limited Obligation Bonds***

**Description**

The Board included a \$1,000,000 roof replacement project in the 2021 capital improvements plan to be financed by the Series 2021 Limited Obligation Bonds. Dare County Schools have received bids and requests that the approved amount be increased by \$12,600 to \$1,012,600. The effect on annual debt service will be less than \$1,000 per year. The project budget for approval is:

Roof bid	\$888,600
Engineering & construction administration	\$74,000
Replace unstable & deteriorated HVAC rooftop unit	\$50,000
Total	\$1,012,500

**Board Action Requested**

Approve new amount for the project.  
(The Finance Director will present the budget change at a later meeting).

**Item Presenter**

David Clawson, Finance Director





***RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA REQUESTING THE RELEASE OF CERTAIN PREMISES RELATED TO LIMITED OBLIGATION BONDS***

**Description**

The Board previously authorized the County Manager to sell a small parcel of land at the COA site to the adjoining property owner for the tax value of \$15,000. That property is pledged as collateral under the Series 2012D, 2012C, and 2020A limited obligation bonds. The Board must adopt the attached Resolution in order for the Trustee (The Bank of New York Mellon) to release the parcel from the deed of trust.

**Board Action Requested**

Adopt resolution.

**Item Presenter**

David Clawson, Finance Director

**RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA REQUESTING THE  
RELEASE OF CERTAIN PREMISES RELATED TO LIMITED OBLIGATION BONDS**

*WHEREAS*, the County of Dare, North Carolina (the “*County*”) is a political subdivision validly existing under the Constitution, statutes and laws of the State (the “*State*”);

*WHEREAS*, the County has previously executed and delivered an Installment Financing Contract dated as of September 1, 2012 (the “*2012C/D Contract*”), between the Dare County Public Facilities Corporation (the “*Corporation*”) and the County, and Amendment Number One to the Installment Financing Contract dated as of May 1, 2020, (the “*First Contract Amendment*” and together with the 2012C/D Contract, the “*Contract*”) between the Corporation and the County, in order to finance and refinance various County and school project (the “*Projects*”);

*WHEREAS*, under an Indenture of Trust dated as of September 1, 2012 (the “*2012 Indenture*”) between the Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee (the “*Trustee*”), as supplemented and amended by Supplemental Indenture, Number 1 dated as of May 1, 2020 (the “*First Supplemental Indenture*” and together with the 2012C/D Indenture, the “*Indenture*”), between the Corporation and the Trustee, the Corporation executed and delivered Limited Obligation Bonds, Series 2012C, Refunding Limited Obligation Bonds, Series 2012D and Taxable Refunding Limited Obligation Bond, Series 2020A, each evidencing proportionate undivided interests in rights to receive certain revenues pursuant to the Contract, to assist the County in financing and refinancing the Projects;

*WHEREAS*, to secure its obligations under the Contract, the County executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of September 1, 2012 (the “*Deed of Trust*”) related to the County's fee simple interest in the sites of Manteo Middle School, Nags Head Elementary School and the College of the Albemarle, Roanoke Island Campus and the improvements thereon;

*WHEREAS*, the County has determined to sell a small corner of the property of the College of the Albemarle, Roanoke Island Campus to the adjoining property owner for their use and therefore the County requests The Bank of New York Mellon Trust Company, N.A., as Trustee and assignee of the beneficiary under the Deed of Trust to release the property described in the appendix to this Resolution;

***NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AS FOLLOWS:***

*Section 1. Request for Release of Premises.* That the County hereby requests that the Trustee, as the assignee of the beneficiary under the Deed of Trust, release in accordance with Section 1.14 of the Deed of Trust a portion of the site of the College of the Albemarle, Roanoke Island Campus described in the appendix to this Resolution from the lien created by the Deed of Trust to allow the County to sell such property to the adjoining property owner. The legal description of the property to be released will be contained in the Deed of Partial Release, to be presented to the Trustee for its execution, and to be executed by the Deed of Trust trustee and recorded in the Dare County Register of Deeds office.

*Section 2. Actions by the County.* That the Chairman of the Board of Commissioners, the Clerk to the Board of Commissioners, the County Manager, the Assistant County Manager/Finance Officer, the County Attorney and their respective designees, are hereby designated to act on behalf of the County to effectuate the release of property from the Deed of Trust as described in this Resolution, and all actions of

such officers on behalf of the County with respect to such release, whether previously or hereinafter taken, are hereby approved, ratified and authorized.

*Section 3. Severability.* That if any section, phrase or provision of this Resolution shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

*Section 4. Repealer.* That all motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

*Section 5. Effective Date.* That this Resolution shall become effective on the date of its adoption.

Adopted this the 16<sup>th</sup> day of November, 2020.

---

Robert Woodard, Sr., Chairman

Attest:

---

Cheryl C. Anby, Clerk to the Board

### **Appendix – Description of Property to be Released**

All that lot or parcel of land located in the Town of Manteo, Dare County, North Carolina and more particularly described as follows:

BEGINNING at iron pipe in the eastern margin of the right of way of US Hwy 64/264, said iron pipe being the following courses and distances from NGS “Agona” (NC GRID NAD 83 (2011) N: 801,148.69 sFT; E: 2,984,760.63 sFT): South 36 deg 37 min 55 sec East 252.05 feet to a point in the intersection of the southern margin of the right of way of Fernando Street with the eastern margin of the right of way US Hwy 64/264; thence South 32 deg 57 min 10 sec East 110.62 feet to an iron pipe , said iron pipe being the point and place of beginning; THENCE FROM THE POINT OF BEGINNING South 32 deg 57 min 10 sec East 14.62 feet along the eastern margin of the right of way of US Hwy 64/264 to an iron rod; thence North 73 deg 04 min 23 sec East 162.73 feet to a point; thence North 33 deg 02 min 12 sec West 46.33 feet to a point; thence South 61 deg 52 min 39 sec West 156.89 feet to an iron pipe being the point and place of BEGINNING. Containing 4,764 square feet.

Said parcel of land is more particularly described and shown on that map or plat entitled, “Boundary Overlap Exhibit Map for BRIX, LLC,” dated October 5, 2020, and prepared by Jason A. Mizelle, PLS.

STATE OF NORTH CAROLINA            )  
  )  
COUNTY OF DARE                    )            SS:

I, *Cheryl C. Anby*, Clerk to the Board of Commissioners of the County of Dare, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the resolution entitled “**RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA REQUESTING THE RELEASE OF CERTAIN PREMISES RELATED TO LIMITED OBLIGATION BONDS**” duly adopted by the Board of Commissioners of the County of Dare, North Carolina, at a meeting held on the 2nd day of November, 2020.

**WITNESS** my hand and the corporate seal of the County of Dare, North Carolina, this the \_\_\_\_ day of November, 2020.

[Seal]

\_\_\_\_\_  
Cheryl C. Anby  
Clerk to the Board of Commissioners  
County of Dare, North Carolina



***RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO***

**Description**

Initial resolution for the Series 2021 Limited Obligation Bonds. Please see the attached Item Summary.

**Board Action Requested**

Adopt Resolution which sets a public hearing for December 7 at 9:30 a.m.

**Item Presenter**

David Clawson, Finance Director

**ITEM SUMMARY: RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**

The attached Resolution is the first step necessary to issue the Series 2021 Limited Obligation Bonds (“LOBs”).

The debt issuance, scheduled for 1/21/2021, provide financing for (see attached projects summary):

- College of the Albemarle new construction and renovations to the COA Professional Arts Building;
- Health and Human Services new construction and renovations;
- Animal Shelter new construction;
- Manteo High School roof replacement;
- Property acquisitions at Manteo and Buxton; and
- CIP equipment for EMS.

The Resolution uses a not to exceed amount of \$34,250,000 which allows for a large original issue discount if needed for the public sale of the bonds.

The LGC application was filed by 12/1 and will be on the LGC 1/5/2021 agenda for approval.

Attached after this Item Summary are:

- The Resolution;
- The Projects Summary; and
- A debt service numbers run ONLY for not to exceed purposes.
  - The run assumes an original issue discount – there will be an original issue premium.
  - This run pads costs of issuance by \$300,000.

The Resolution states:

- It is in the best interest of the County to enter into an installment financing contract to finance the Projects, and that the Health & Human Services facility will be pledged under the deed of trust;
- The Projects are essential to the County, and the County can finance them at favorable interest rates;
- The financed amount will not exceed \$34,250,000;
- The use of LOBs for the financing vehicle is preferred;
- There is no property tax increase necessary to finance the Projects;
- The County’s taxing power is not pledged for the financing;
- The County is not in default under any of its debt service obligations;
- The County’s budget process is in compliance with the Local Government Budget and Fiscal Control Act;
- Per past audit reports, the County has been in compliance with the law and has not been censured by the LGC; and
- A public hearing will be held on the financing on December 7, 2020.

The Resolution authorizes:

- The Finance Director to proceed with the Contract for a principal amount of not to exceed \$34,250,000 under NCGS 160A-20;

- The Finance Director is directed to file an application with the LGC; and
- The Finance Director is authorized and directed to retain Parker Poe Adams & Bernstein as bond counsel, DEC & Associates as Financial Advisor, Piper Scott & Co. as Underwriter, and The Bank of New York Mellon as Trustee.
- Sets a Public Hearing on December 7, 2020 on the contract, the deed of trust, and the projects.



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**

*WHEREAS*, the County of Dare, North Carolina (the “*County*”) is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

*WHEREAS*, the County has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

*WHEREAS*, the Board hereby determines that it is in the best interest of the County to (1) enter into an Installment Financing Contract (the “*Contract*”) with Dare County Public Facilities Corporation (the “*Corporation*”) in order to (1) finance the acquisition, construction, equipping, and renovation of various school and County facilities and equipment, including (a) constructing and equipping a new academic building on the College of the Albemarle’s campus in the County, (b) expanding and remodeling the County’s Department of Health & Human Services complex (the “*DHHS Complex*”), (c) constructing and equipping a new animal shelter, (d) installing a replacement roof over portions of Manteo High School, (e) acquiring and renovating land and buildings located in the County, and (f) purchasing EMS mobile data computers and EMS cardiac monitors (collectively, the “*Projects*”), and (2) enter into a deed of trust, security agreement and fixture filing (the “*Deed of Trust*”) related to the County’s fee simple interest in certain real property on which the DHHS Complex is located (the “*Site*”), that will provide security for the County’s obligations under the Contract;

*WHEREAS*, the Corporation will assist the County by the issuance of Limited Obligation Bonds (the “*Bonds*”) to finance the Projects;

*WHEREAS*, the County hereby determines that the Projects are essential to the County’s proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Projects will provide an essential use and will permit the County to carry out public functions that it is authorized by law to perform; and that entering into the Contract and Deed of Trust is necessary and expedient for the County by virtue of the findings presented herein;

*WHEREAS*, the County hereby determines that the Contract allows the County to finance the Projects and take title thereto at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the County;

*WHEREAS*, the County hereby determines that the estimated cost of financing the Projects is an amount not to exceed \$34,250,000, and that such cost of the Projects exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

*WHEREAS*, although the cost of financing the Projects pursuant to the Contract is expected to exceed the cost of financing the Projects pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of financing the Projects pursuant to the Contract and the Deed of Trust and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue

bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the Projects; and (3) no revenues are produced by the Projects so as to permit a revenue bond financing;

*WHEREAS*, the County has determined and hereby determines that the estimated cost of financing the Projects pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

*WHEREAS*, the County anticipates that any property tax increase, if necessary, to pay installment payments falling due under the Contract will not be excessive;

*WHEREAS*, Parker Poe Adams & Bernstein LLP, as special counsel ("*Bond Counsel*"), will render an opinion to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law;

*WHEREAS*, no deficiency judgment may be rendered against the County in any action for its breach of the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

*WHEREAS*, the County is not in default under any of its debt service obligations;

*WHEREAS*, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget ordinance;

*WHEREAS*, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the County has not been censured by the North Carolina Local Government Commission (the "*LGC*"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

*WHEREAS*, a public hearing on the Contract after publication of a notice with respect to such public hearing must be held and approval of the LGC with respect to entering the Contract must be received; and

*WHEREAS*, the County hereby determines that all findings, conclusions and determinations of the County in this Resolution are subject to modification or affirmation after all interested parties have been afforded the opportunity to present their comments at a public hearing regarding the execution and delivery of the Contract and the Deed of Trust and the Projects to be financed.

*NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AS FOLLOWS:*

Section 1. ***Authorization to Negotiate the Contract.*** That the County Manager and the Deputy County Manager/Finance Director, individually and collectively, with advice from Bond Counsel, are hereby authorized and directed to proceed and negotiate on behalf of the County for the financing of the Projects for a principal amount not to exceed \$34,250,000 under the Contract to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina and to provide in connection with the Contract, as security for the County's obligations thereunder, a Deed of Trust

conveying a lien and interest in the Site, including the improvements thereon, as may be required by the entity, or its assigns, providing the funds to the County under the Contract.

Section 2. **Application to LGC.** That the Deputy County Manager/Finance Director, or his designee, is hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as may be required by the LGC.

Section 3. **Direction to Retain Professionals.** That the Deputy County Manager/Finance Director is hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, as bond counsel; DEC Associates, Inc., as financial advisor; The Bank of New York Mellon Trust Company, N.A., as trustee, and Piper Sandler & Co., as underwriter. The Deputy County Manager/Finance Director is hereby authorized to retain such other professionals as he deems necessary in his judgment to carry out the transaction contemplated in this Resolution.

Section 4. **Public Hearing.** That a public hearing (the “*Public Hearing*”) shall be conducted by the Board of Commissioners on December 7, 2020 at 9:30 a.m. in the Board of Commissioners’ Meeting Room, Dare County Administration Building, 954 Marshall C. Collins Drive, Manteo, North Carolina 27954, concerning the Contract, the Deed of Trust, the proposed Projects and any other transactions contemplated therein and associated therewith.

Section 5. **Notice of Public Hearing.** That the Clerk to the Board is hereby directed to cause a notice of the Public Hearing, in the form attached hereto as Exhibit A, to be published once in a qualified newspaper of general circulation within the County no fewer than 10 days prior to the Public Hearing.

Section 6. **Repealer.** That all motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 7. **Effective Date.** That this Resolution is effective on the date of its adoption.

Adopted this the 16<sup>th</sup> day of November, 2020.

\_\_\_\_\_  
Robert Woodard, Chairman

Attest:

\_\_\_\_\_  
Cheryl C. Anby, Clerk to the Board

STATE OF NORTH CAROLINA            )  
  )  
COUNTY OF DARE                            )        SS:

I, *Cheryl C. Anby*, Clerk to the Board of Commissioners of the County of Dare, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” duly adopted by the Board of Commissioners of the County of Dare, North Carolina at a meeting held on the 16<sup>th</sup> day of November, 2020.

**WITNESS** my hand and the corporate seal of the County of Dare, North Carolina, this the \_\_\_\_ day of November, 2020.

(SEAL)

\_\_\_\_\_  
Cheryl C. Anby  
Clerk to the Board of Commissioners  
County of Dare, North Carolina

**EXHIBIT A**  
**NOTICE OF PUBLIC HEARING**

At its November 16, 2020 meeting, the Board of Commissioners (the “*Board of Commissioners*”) of the County of Dare, North Carolina (the “*County*”) adopted a resolution which:

1. Authorized the County to proceed to (1) finance the acquisition, construction, equipping, and renovation of various school and County facilities and equipment, including (a) constructing and equipping a new academic building on the College of the Albemarle’s campus in the County, (b) expanding and remodeling the County’s Department of Health & Human Services complex (the “*DHHS Complex*”), (c) constructing and equipping a new animal shelter, (d) installing a replacement roof over portions of Manteo High School, (e) acquiring and renovating land and buildings located in the County, and (f) purchasing EMS mobile data computers and EMS cardiac monitors (collectively, the “*Projects*”), pursuant to an installment financing contract (the “*Contract*”), in a principal amount not to exceed \$[Amount] under which the County will make certain installment payments in order to make the Projects available to the County;
  
2. Authorized the County to proceed to provide, in connection with the Contract, as grantor, a deed of trust, security agreement and fixture filing (the “*Deed of Trust*”) under which the real property on which the DHHS Complex is located, as set forth below (the “*Mortgaged Property*”), will be mortgaged by the County to create a lien thereon for the benefit of the entity, or its assigns, providing the funds to the County under the Contract.

The DHHS Complex is located at 107 Exeter St., Manteo, NC 27954. The Mortgaged Property will be subject to the mortgage provided in the Deed of Trust. The Contract and the Deed of Trust permit the County to enter into amendments to finance additional projects and refinance projects using the Mortgaged Property as collateral and the County may or may not grant additional collateral in connection with such amendments.

*NOTICE IS HEREBY GIVEN*, pursuant to Sections 160A-20 of the General Statutes of North Carolina, that on December 7, 2020 at 9:30 a.m. in the Board of Commissioners’ Meeting Room, Dare County Administration Building, 954 Marshall C. Collins Drive, Manteo, North Carolina 27954, a public hearing will be conducted concerning the approval of the execution and delivery of the Contract and the County’s financing of the Projects. All interested parties are invited to present comments at the public hearing regarding the execution and delivery of the Contract and the Projects to be financed thereby. Any person wishing to comment in writing should do so between the date of publication of this notice and the start of the public hearing by submitting comments to the County of Dare, Dare County Administration Building, 954 Marshall C. Collins Drive, Manteo, North Carolina 27954, Attention: Clerk to the Board of Commissioners, or cheryl.anby@darenc.com.

/s/ Cheryl C. Anby \_\_\_\_\_  
Clerk to the Board of Commissioners  
County of Dare, North Carolina

Published: November \_\_, 2020

**County of Dare, NC**  
**Series 2021 LOBs**  
**January 2021**

**Projects**

<u>College of the Albemarle (estimate as of 10/16/20)</u>		
New construction		\$17,859,487
Less bonds funds from State of NC		<u>(\$1,500,000)</u>
Net amount for debt		\$16,359,487
<u>Dare County Department of Health &amp; Human Services (Budget &amp; GMP)</u>		
New construction & renovation of existing buildings		\$5,738,583
<u>Dare County Animal Shelter (Budget &amp; GMP)</u>		
New construction		\$6,596,988
Manteo High School Roof Replacement		
Estimate, bidding to be complete in November		\$1,012,600
<u>Property and Buildings at 711 and 715 N. Highway 64/264, Manteo</u>		
Purchase and land and buildings	\$712,500	
Renovation costs	<u>\$69,621</u>	
Total amount for debt		\$789,959
<u>Property at Buxton (old PNC Bank)</u>		
Purchase of land & building		\$320,043
<u>Dare County 2020 CIP Equipment (5 year term)</u>		
EMS mobile data computers	\$365,200	
EMS cardiac monitors	<u>\$1,133,116</u>	
Total		<u>\$1,498,316</u>
Total		\$32,315,976

## Status

### College of the Albemarle – GMP Target = 12/7/2020

- Construction Manager at Risk selected and under contract (Barnhill Construction Company).
- 95% Construction Documents cost estimate provided by Barnhill.
- Bidding is 11/19 and GMP to be set by BOC on 12/7.
- General Assembly passed local bill in 2019 for Dare County to design and build project and to allow State bond funds to be used under those circumstances (\$1,500,000)
- Site is the existing old Manteo Middle School/College of the Albemarle Roanoke Island campus.
- Demolition of old buildings is complete. Early site work package GMP awarded by BOC on 11/3.
- Currently \$541,902 under BOC not to exceed amount listed on page 1.

### Dare County DHHS – under construction

- Construction Manager at Risk selected and under contract (AR Chesson Construction) with GMP set.
- Construction started in July.

### Dare County Animal Shelter – under construction

- Bidding complete and Board approved the GMP on March 16.
- Construction Manager at Risk (Whiting Turner Contracting Company) mobilized on site in April.
- Site is vacant property to the south of the RECC/EOC which is owned by Dare County and is not pledged except for the surveyed area of the RECC/EOC which is pledged under Series 2016A LOBs.

### Manteo High School Roof Replacement - bidding

- Bidding completed.
- To replace two sections of roof last addressed in 1988 and 1998.
- BOC to approve bid amount on 11/16.

### Property and Buildings at 711 and 715 N. Highway 64/264, Manteo, NC – closed & renovations complete

- Parcel #02449300 which is contiguous to Manteo Elementary School.
- Closed on property 5/6/2019 & placed into service on November 12, 2019.

### Property at Buxton (old PNC Bank) - closed

- Parcel #017012000 which is contiguous to County property in Buxton.
- Closed on July 26, 2019 and placed into service on 9/20/2019.

## Collateral

### Planned: Dare County DHHS

- No deed of trust on property.
- Two existing buildings (Health building and Social Services building).
- Project is new construction between buildings for common intake and renovations to existing buildings.

### Possible: Dare County Animal Shelter

- Preliminary site a portion of parcel #025105000 – survey is done.

SOURCES AND USES OF FUNDS

County of Dare, North Carolina  
 Series 2020 Limited Obligation Bonds  
 Assumes AA3/AA-/AA Underlying Rating  
 10 Year Par Call  
 Rates as of 11/9/2020; Subj. to Change

Dated Date 02/11/2021  
 Delivery Date 02/11/2021

Sources:

Bond Proceeds:	
Par Amount	34,010,000.00
Net Original Issue Discount	-1,020,300.00
	32,989,700.00

Uses:

Project Fund Deposits:	
Project Fund (EMS)	1,498,316.00
Project Fund	30,817,660.00
	32,315,976.00
Delivery Date Expenses:	
Cost of Issuance	500,000.00
Underwriter's Discount	170,050.00
	670,050.00
Other Uses of Funds:	
Additional Proceeds	3,674.00
	32,989,700.00



BOND PRICING

County of Dare, North Carolina  
 Series 2020 Limited Obligation Bonds  
 Assumes AA3/AA-/AA Underlying Rating  
 10 Year Par Call  
 Rates as of 11/9/2020; Subj. to Change

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds through 2041:					
	06/01/2022	1,940,000		0.390%	97.000
	06/01/2023	1,940,000		0.420%	97.000
	06/01/2024	1,940,000		0.450%	97.000
	06/01/2025	1,940,000		0.490%	97.000
	06/01/2026	1,945,000		0.560%	97.000
	06/01/2027	1,625,000	0.20299066%	0.690%	97.000
	06/01/2028	1,620,000	0.37642882%	0.800%	97.000
	06/01/2029	1,620,000	0.55384682%	0.930%	97.000
	06/01/2030	1,620,000	0.71078564%	1.050%	97.000
	06/01/2031	1,620,000	0.86017344%	1.170%	97.000
	06/01/2032	1,620,000	1.00400677%	1.290%	97.000
	06/01/2033	1,620,000	1.11412431%	1.380%	97.000
	06/01/2034	1,620,000	1.22098106%	1.470%	97.000
	06/01/2035	1,620,000	1.28591798%	1.520%	97.000
	06/01/2036	1,620,000	1.59460662%	1.820%	97.000
	06/01/2037	1,620,000	1.65575353%	1.870%	97.000
	06/01/2038	1,620,000	1.70566641%	1.910%	97.000
	06/01/2039	1,620,000	1.75440551%	1.950%	97.000
	06/01/2040	1,620,000	1.80215164%	1.990%	97.000
	06/01/2041	1,620,000	1.84904999%	2.030%	97.000
		34,010,000			

Dated Date	02/11/2021		
Delivery Date	02/11/2021		
First Coupon	12/01/2021		
Par Amount	34,010,000.00		
Original Issue Discount	-1,020,300.00		
Production	32,989,700.00	97.000000%	
Underwriter's Discount	-170,050.00	-0.500000%	
Purchase Price	32,819,650.00	96.500000%	
Accrued Interest			
Net Proceeds	32,819,650.00		

## BOND SUMMARY STATISTICS

County of Dare, North Carolina  
 Series 2020 Limited Obligation Bonds  
 Assumes AA3/AA-/AA Underlying Rating  
 10 Year Par Call  
 Rates as of 11/9/2020; Subj. to Change

Dated Date	02/11/2021
Delivery Date	02/11/2021
Last Maturity	06/01/2041
Arbitrage Yield	1.523731%
True Interest Cost (TIC)	1.577468%
Net Interest Cost (NIC)	1.561759%
All-In TIC	1.737767%
Average Coupon	1.226871%
Average Life (years)	10.451
Weighted Average Maturity (years)	10.451
Par Amount	34,010,000.00
Bond Proceeds	32,989,700.00
Total Interest	4,360,875.80
Net Interest	5,551,225.80
Total Debt Service	38,370,875.80
Maximum Annual Debt Service	2,314,175.56
Average Annual Debt Service	1,889,673.77
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	96.500000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds through 2041	34,010,000.00	97.000		10.451	31,304.00
	34,010,000.00			10.451	31,304.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	34,010,000.00	34,010,000.00	34,010,000.00
+ Accrued Interest			
+ Premium (Discount)	-1,020,300.00	-1,020,300.00	-1,020,300.00
- Underwriter's Discount	-170,050.00	-170,050.00	
- Cost of Issuance Expense		-500,000.00	
- Other Amounts			
Target Value	32,819,650.00	32,319,650.00	32,989,700.00
Target Date	02/11/2021	02/11/2021	02/11/2021
Yield	1.577468%	1.737767%	1.523731%

## BOND DEBT SERVICE

County of Dare, North Carolina  
 Series 2020 Limited Obligation Bonds  
 Assumes AA3/AA-/AA Underlying Rating  
 10 Year Par Call  
 Rates as of 11/9/2020; Subj. to Change

Dated Date 02/11/2021  
 Delivery Date 02/11/2021

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2022	1,940,000		374,175.56	2,314,175.56
06/30/2023	1,940,000		286,602.56	2,226,602.56
06/30/2024	1,940,000		286,602.56	2,226,602.56
06/30/2025	1,940,000		286,602.56	2,226,602.56
06/30/2026	1,945,000		286,602.56	2,231,602.56
06/30/2027	1,625,000	0.20299066%	286,602.56	1,911,602.56
06/30/2028	1,620,000	0.37642882%	283,303.96	1,903,303.96
06/30/2029	1,620,000	0.55384682%	277,205.80	1,897,205.80
06/30/2030	1,620,000	0.71078564%	268,233.50	1,888,233.50
06/30/2031	1,620,000	0.86017344%	256,718.76	1,876,718.76
06/30/2032	1,620,000	1.00400677%	242,783.96	1,862,783.96
06/30/2033	1,620,000	1.11412431%	226,519.04	1,846,519.04
06/30/2034	1,620,000	1.22098106%	208,470.24	1,828,470.24
06/30/2035	1,620,000	1.28591798%	188,690.34	1,808,690.34
06/30/2036	1,620,000	1.59460662%	167,858.46	1,787,858.46
06/30/2037	1,620,000	1.65575353%	142,025.84	1,762,025.84
06/30/2038	1,620,000	1.70566641%	115,202.64	1,735,202.64
06/30/2039	1,620,000	1.75440551%	87,570.84	1,707,570.84
06/30/2040	1,620,000	1.80215164%	59,149.46	1,679,149.46
06/30/2041	1,620,000	1.84904999%	29,954.60	1,649,954.60
	34,010,000		4,360,875.80	38,370,875.80

## BUSINESS PROMOTIONAL MATERIAL DISCLAIMER

County of Dare, North Carolina  
Series 2020 Limited Obligation Bonds  
Assumes AA3/AA-/AA Underlying Rating  
10 Year Par Call  
Rates as of 11/9/2020; Subj. to Change

Business Promotional Material Disclaimer

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The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today's market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Sandler expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Sandler could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Sandler as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.



*Accounting Services Agreement for the Savings Lives Taskforce Non-profit*

**Description**

Attached is an accounting services agreement with the Savings Lives Task Force, a non-profit corporation which works with the Dare County Health Department. The agreement is done at the non-profit's request and will allow Dare County Finance to hold funds and process accounting transactions for them. The same agreements are in place for the Dare County Airport Authority, the Wanchese Community Center, and the Stumpy Point Community Center.

**Board Action Requested**

Approve the agreement.

**Item Presenter**

David Clawson, Finance Director

**AGREEMENT TO PROVIDE ACCOUNTING SERVICES TO  
THE SAVING LIVES TASK FORCE**

This agreement is made by and between the County of Dare for services of the Dare County Finance Department ("the County") to the Saving Lives Task Force ("SLTF"), a nonprofit corporation (EIN #84-4364355) and is entered into this 16<sup>th</sup> day of November, 2020, with respect to the following:

WHEREAS, SLTF is in need of financial and accounting services in connection with the execution of its duties; and

WHEREAS, the SLTF mission is directly related to certain aspects of the mission of the Dare County Health Department; and

WHEREAS, the County is hereby authorized to provide financial and accounting services to SLTF at no cost in order to maximize the effectiveness of donation and grant funding to the SLTF;

NOW THEREFORE, to accomplish these objectives, the County and the SLTF enter into this service agreement ("Agreement"), as follows:

1. Term of Agreement. The Agreement shall cover the period of time from and including November 16, 2020, to and including June 30, 2021. This Agreement will automatically renew each fiscal year thereafter. Termination may be made by either party upon one hundred and twenty (120) days written notice prior to the applicable termination date.

2. Scope of Services. The County shall provide general financial and accounting services as requested by SLTF, including but not limited to:

- Recording of cash receipt transactions;
- Processing of invoices, accounts payable and 1099 forms;
- Providing budgetary control to include recording of the original budget ordinance and all budget amendments;
- Providing monthly financial statement reports from the County financial management system;
- Enforcement of County internal controls on the processing of SLTF transactions and on the funds of SLTF;
- Investment of SLTF funds;
- Fixed assets recording and the generation of depreciation expense annually;
- Providing records for external annual audit or for financial and accounting review services as requested.

3. Cash Balances and Records. Said services shall be provided only in the event that SLTF deposits its funds with the County. The County may front cash for an awarded reimbursement grant to the SLTF only after documentation of the grant award has been provided to the Finance Director or Assistant Finance Director and after written approval from the Finance Director or Assistant Finance Director. Except as

provided by the North Carolina Public Records Act, only the County Finance Department personnel and SLTF board members and officers shall have access to SLTF transactions.

#### 4. Policies and Procedures.

- SLTF will be responsible for the deposit of donations and any other miscellaneous receipts into the financial institution designated by the County. The County will provide to SLTF pre-numbered duplicate deposit forms for this purpose. The yellow copy of any such deposit slip will be forwarded to the County Finance Department in a timely manner, being no later than the 10<sup>th</sup> of the month following the month of the deposit, for purposes of reconciling the bank statement.
- SLTF agrees to use the Dare County Check Voucher form to authorize payment of invoices. For disbursements issued under this contact, the signature of a pre-designated officer or board member on the Check Voucher will constitute sufficient authorization for the issuance of payment by the County. A completed IRS Form W-9 (used for Form 1099 purposes) must be on file with the County for any vendor performing contracted services before payment will be issued to that vendor.
- The County will provide monthly financial statement reports from the County financial management system to the SLTF or at any time upon request.
- The County shall process all transactions and services in accordance with North Carolina law.

5. Communication. The County shall maintain an ongoing relationship with SLTF by providing a designated liaison from the County Finance Department who will have responsibility for coordinating accounting services. County staff will meet with SLTF officers and board members as necessary and as requested.

#### 5. SLTF Responsibilities.

- Follow policies and procedures for the processing of financial transactions;
- Use County provided forms;
- Properly authorize all transactions for the acquisition of and payment for all goods and services;
- Develop annual budget and promptly provide the County with annual budgets and any amendments thereto;
- Identify items to be recorded as fixed assets; and
- Comply with the conditions of item 3 above with regard to cash balances.

6. Indemnification. The County and the SLTF shall each defend, indemnify and hold harmless each other, as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.

7. Amendment. Except as otherwise provided herein, this Agreement may be modified or amended only in writing and only with the prior written consent of both parties.

8. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

9. Venue. The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be Dare County, North Carolina.

10. Notices:

If to the County:

David Clawson, Finance Director  
Dare County Finance  
P.O. Box 1000  
Manteo, NC 27954

If to the SLTF:

Roxana Ballinger  
Savings Lives Task Force  
109 Exeter Street  
Manteo, NC 27954

10. Entirety of Contract. This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto and effective as of November 16, 2020.

County of Dare,  
North Carolina

Saving Lives Task Force,

By: \_\_\_\_\_  
Name:  
Title: Chairman  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

Attest:  
  
By: \_\_\_\_\_  
Name:  
Title: Clerk to the Board  
Date: \_\_\_\_\_

Attest:  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





*College of The Albemarle - Naming Opportunities*

**Description**

The COA Foundation proposes to raise funds for outfitting of the new Dare COA Campus through naming opportunities of various classrooms, labs and halls. Any excess funds collected would be used by COA to fund future programs. Suggested naming opportunities follows.

**Board Action Requested**

Motion to approve naming opportunities for the new Dare COA Campus for outfitting of new project.

**Item Presenter**

Amy L. Alcocer, Exec. Director, Foundation and Development  
College of The Albemarle

	Room Number	Sq. Footage	Proposed Naming
<b>First Floor</b>			
Storage	112A	250	
Misc. Storage	113A	158	
Classroom 1	112	803	25,000
Classroom 2	111	893	25,000
Lecture Hall	110	1532	75,000
Storage	110B	121	
Data	110A	58	10,000
Elevator	109	85	
Vestibule South	108	159	
Student Lounge	107	1076	50,000
Small Group 1	106C	147	10,000
Small Group 2	106B	147	10,000
Learning Resource Center	106	950	75,000
Flex	102	139	10,000
Testing Check-In	103	127	10,000
Proctor Room	103A	97	10,000
Women Bathroom			
Men Bathroom			
Office	103B	44	10,000
Office	103C	41	10,000
LRC Office	106A	178	10,000
Testing Center	103D	472	50,000
C. Seating #1 Testing Center	101B	38	
Commons	101	1222	25,000
Vestibule North			
Reception	132	144	
Cashier	133	120	10,000
Work/Mail	134	142	
Waiting	131	116	

Admin2		130	71	
Admin Asst		129	107	10,000
Dean		128	171	25,000
TLT		135	55	
PT Advisor		127	121	
Student Success Center		121	946	50,000
ADV INT STUD		137	117	10,000
ADV FIN AID		136	112	10,000
NC Wesleyan		126	122	10,000
NC Works		125	122	10,000
ADV		122	114	10,000
Admin Stor 1		123	123	
Coor WFD		124	118	10,000
Women Bathroom				
Men Bathroom				
Tutoring		117	519	25,000
Data		115	102	10,000
Mechanical Room		114	1324	
Stair				
Corridor		120	1404	Hallway
Flex		102		10,000
Conference Room		116	14907	25,000
<b>Second Floor</b>				
Bathroom		221		
Bathroom		220		
Misc Stor		212	95	
Science Lab		211	1577	50,000
SC Prep	211A		298	10,000
Sci Stor	211B		192	
TLT	209C		92	10,000
Simulation	209B		186	10,000

Corridor A	210	1265	
CNA	209	1319	25,000
Study POD	210A	120	10,000
CNA Store	209A	226	
Main Stair			
Commons Below		220	open space
Terrace	208	650	25,000
Classroom 5	207	922	25,000
Stor	207A	179	
Stor	206A	185	
Classroom 4	206	923	25,000
Collaboration	201	717	25,000
Women Bathroom			
Men Bathroom			
Janitor	202	92	
Classroom 3	204	814	25,000
Lobby	200	368	10,000
Security	237	94	10,000
Faculty 01	236	98	10,000
Faculty 02	235	98	10,000
Faculty 03	234	98	10,000
Stor	233	24	
Faculty 04	232	115	10,000
Faculty 05	231	128	10,000
Faculty 06	230	132	10,000
Faculty 07	228	107	10,000
Faculty Corridor	229	621	
Adjunct	225	125	10,000
Web Master	223	98	10,000
Conference	238	162	25,000
Adj. Flex	222	207	10,000



Faculty 08	224	98	10,000
Bathroom	221		
Data Room	219	73	10,000
Corridor	210	1285	
Women Bathroom	216		
Men Bathroom	217		
Work Room	218	257	10,000
Computer Lab	215	930	25,000
Mechanical Room	1054	1034	
Stair	213		
		16224	
Building Name			5,000,000
Amphitheater			100,000
Tree/Circle			25,000
Outdoor Seating Area		31131	25,000
			6230000



*Manteo/Shallowbag Bay Range 1-5 Dredge Project*

**Description**

Request to approve the following actions to support the Manteo/Shallowbag Bay Dredge Project.  
1- Dredge contract between Dare County and Salmons Dredging, Inc. Funds for the project are from Session Law 2018-97 for Ranges 1-4 and cost share funds from the Town of Manteo and grant funds from the Shallow Draft Navigation Grant for Range 5. Total contract amount \$1,635,843.55.  
2- Grant application to the DEQ Shallow Draft Navigation Grant to fund the dredging of Range 5 of the Manteo/Shallowbag Bay project. The cost to dredge Range 5 is \$127,803.00 and Dare County is requesting grant funds to cover 2/3 of the cost at \$85,206.25. The Town of Manteo has agreed to fund the 1/3 cost share for the project at \$42,596.75. The State Legislation only authorized dredging in Ranges 1-4 but the CAMA permit requires connection to the nearest 9 foot depth in range 5 which requires additional funding.

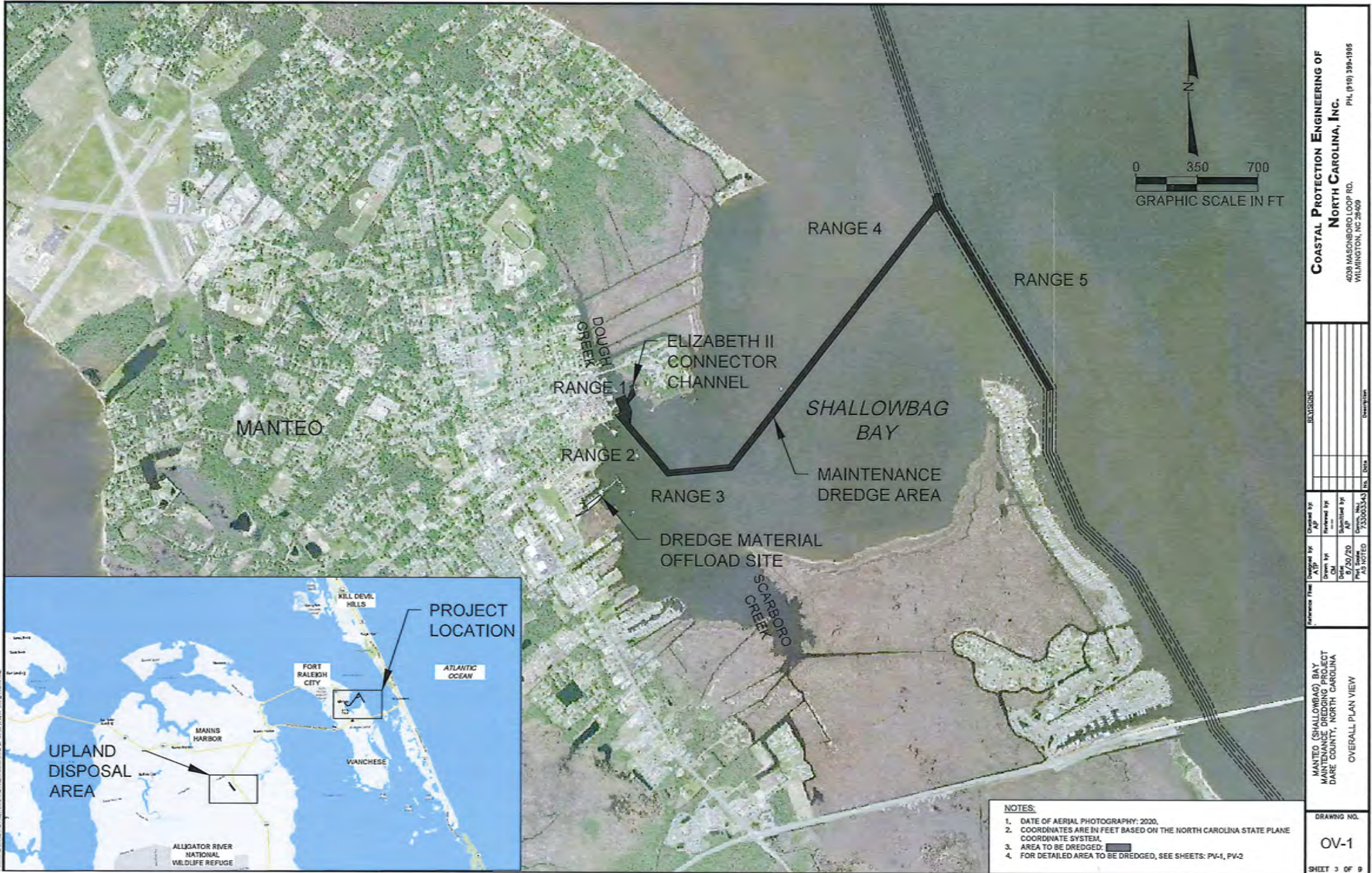
**Board Action Requested**

Request to approve the dredge contract for the Manteo/Shallowbag Bay Project Range 1-5 and the DEQ grant application for Range 5 and corresponding Resolution.

**Item Presenter**

Brent Johnson, Project Manager





**COASTAL PROTECTION ENGINEERING OF  
NORTH CAROLINA, INC.**  
4038 WASHINGTON LOOP RD.  
WILMINGTON, NC 28409  
PH: (910) 398-1908

REVISIONS	DATE	DESCRIPTION

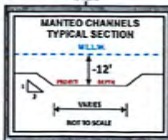
Designed by AP	Checked by AP
Drawn by DM	Reviewed by AP
Date 8/30/20	Date 9/20/20
Proj. No. 73000303	Proj. No. 73000303

PROJECT LOCATION  
ATLANTIC OCEAN  
KILL DEVIL HILLS  
FORT RALEIGH CITY  
VANICHESE  
MANN'S HARBOR  
UPLAND DISPOSAL AREA  
ALLIGATOR RIVER NATIONAL WILDLIFE REFUGE

MANTEO (SHALLOWBAG) BAY  
MAINTENANCE DREDGING PROJECT  
DARE COUNTY, NORTH CAROLINA  
OVERALL PLAN VIEW  
DRAWING NO.  
**OV-1**  
SHEET 3 OF 9

- NOTES:**
1. DATE OF AERIAL PHOTOGRAPHY: 2020.
  2. COORDINATES ARE IN FEET BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM.
  3. AREA TO BE DREDGED: [shaded area]
  4. FOR DETAILED AREA TO BE DREDGED, SEE SHEETS: PV-1, PV-2





**LEGEND**

**Aids to Navigation**

- Can
- Nun
- Green Lighted Buoy
- Red Lighted Buoy
- Junction Marker
- Green Light
- Red Light
- Green Daybeacon
- Red Daybeacon
- Danger Sign
- Mileboard
- Tide Gage

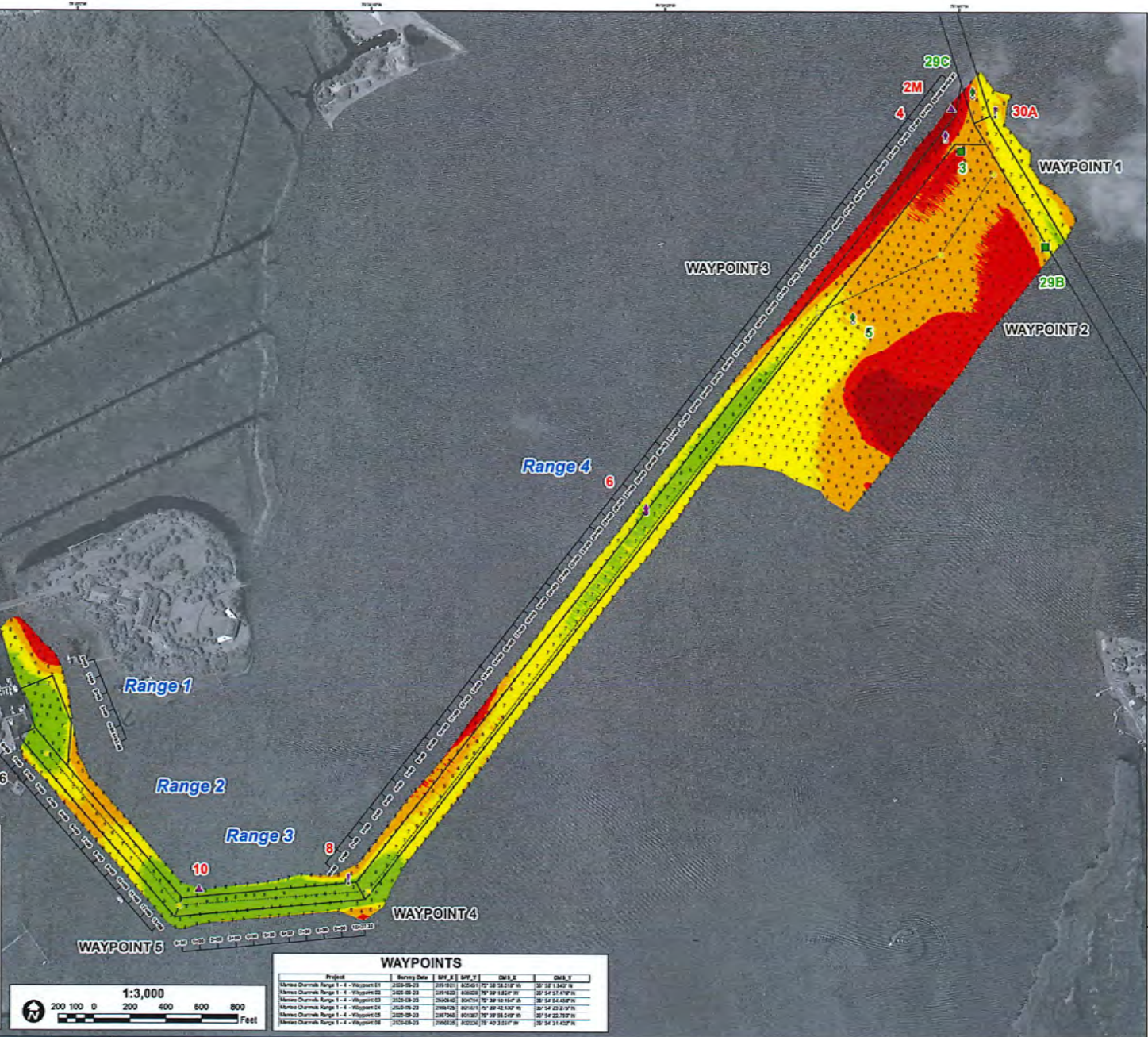
**Depth In Feet**

- 4 and Shallower
- 6 - 4
- 7 - 6
- 8 - 7
- 10 - 8
- 12 - 10
- 14 - 12
- 15 - 14
- 15 and Deeper

- Waypoints
- Waypoint Lines
- Navigation Channel

**NOTES:**

- ELEVATIONS ARE IN FEET AND REFER TO NOAA'S REPORTED MEAN LOWER LOW WATER (MLLW) RELATIVE TO THE 1985 DATUM.
- PROJECT SURVEYED WITH DISTRICT SURVEY VESSEL "WINDOLTON" - USING RTK GPS HORIZONTAL POSITIONING EQUIPMENT AND 200 KHZ SOUNDING EQUIPMENT.
- HORIZONTAL DATUM IS 1983 VERTICAL DATUM M.L.L.W.
- TIDE GAUGE LOCATED AT MANTLED TOWN DOCK. USE OF TIDE VALUES FOR THIS CHART ARE RESTRICTED TO QUALITY ASSURANCE PURPOSES FOR VERIFICATION OF BITE TIDES. THE WILMINGTON DISTRICT WILL ONLY USE STAFF GAUGE TIDE VALUES FOR FINAL SHIPPING AND QUANTITY CALCULATIONS IF RTK GPS IS UNAVAILABLE AT THE TIME OF SURVEY.
- THIS PROJECT WAS DESIGNED BY THE WILMINGTON DISTRICT OF THE U.S. ARMY CORPS OF ENGINEERS. THE DETAILS AND DIMENSIONS AND RESTRICTION DESIGNATIONS OF INDIVIDUALS APPEAR ON THESE PROJECT DOCUMENTS WITHIN THE SCOPE OF THEIR EMPLOYMENT AS REQUIRED BY ERT110-9-8132.
- THE INFORMATION SHOWN ON THIS SURVEY MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CHARACTER OF THE TIDE AT THAT TIME. THESE CONDITIONS ARE SUBJECT TO RIFT CHANGES DUE TO SHALING EVENTS. A PRELUDE WARNING SHOULD NOT RELY EXCLUSIVELY ON THE INFORMATION PROVIDED HERE. REQUIRED BY 33 CFR 226.225.
- NAVIGATION AIDS LOCATED WITH DISTRICT SURVEY VESSEL. ACCURACY +/- 3 METERS.
- FOR THE MOST UP TO DATE INFORMATION PLEASE CHECK OUR WEBSITE AT WWW.EAN.USACE.ARMY.MIL



**WAYPOINTS**

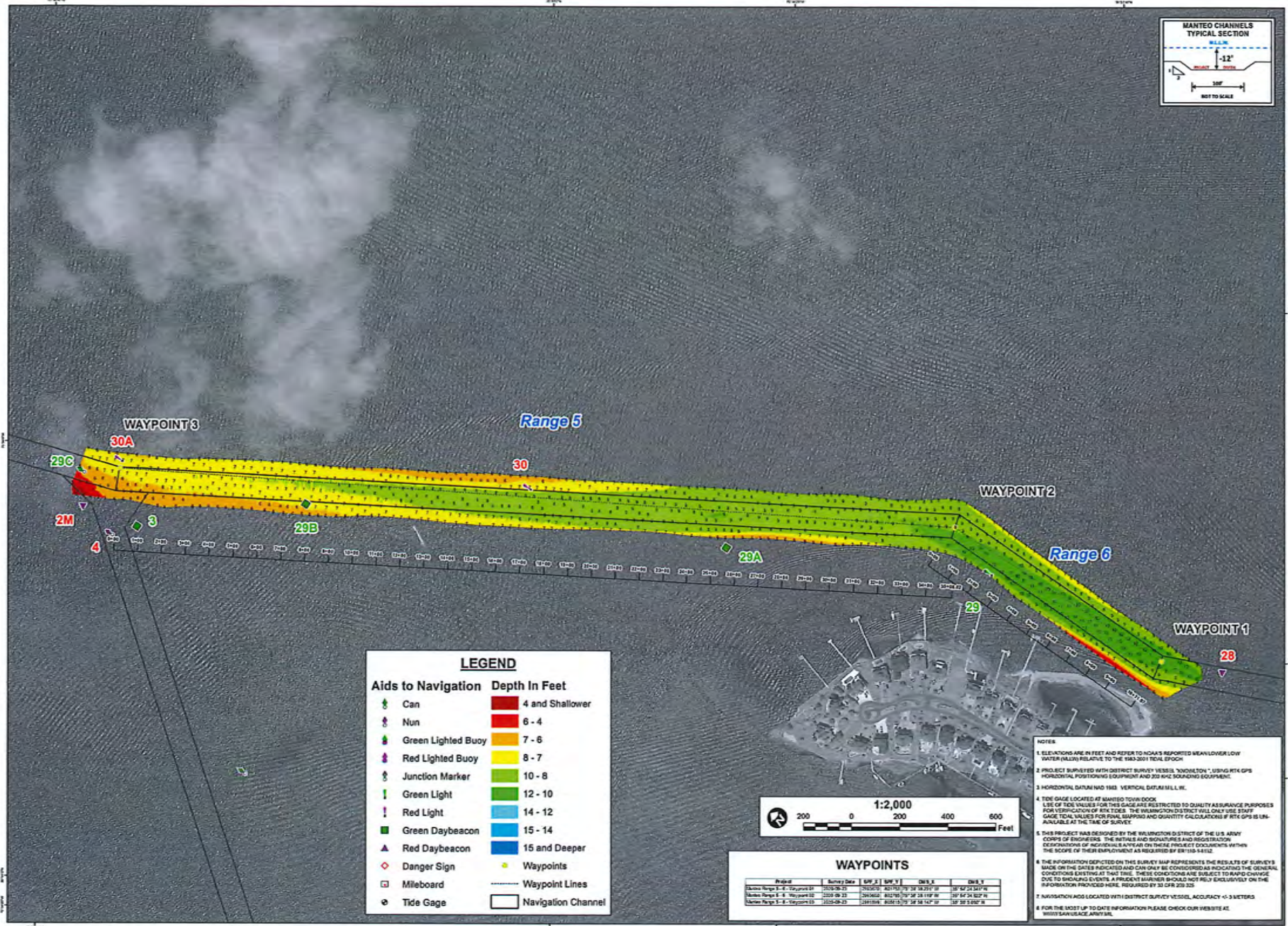
Project	Waypoint	Survey Date	Waypoint	Waypoint	Waypoint	Waypoint	Waypoint	Waypoint
Mantled Channel Range 1-4 - Waypoint 1	2020-09-23	298700	82501	70	28 32 210" W	30	55 1340" N	
Mantled Channel Range 1-4 - Waypoint 2	2020-09-23	298700	82502	70	30 18 20" W	30	54 51 10" N	
Mantled Channel Range 1-4 - Waypoint 3	2020-09-23	298700	82503	70	30 10 30" W	30	54 54 00" N	
Mantled Channel Range 1-4 - Waypoint 4	2020-09-23	298700	82504	70	30 42 130" W	30	54 22 0" N	
Mantled Channel Range 1-4 - Waypoint 5	2020-09-23	298700	82505	70	30 38 20" W	30	54 22 70" N	
Mantled Channel Range 1-4 - Waypoint 6	2020-09-23	298700	82506	70	42 210" W	30	54 11 40" N	



SURVEY DATE: 23 SEPTEMBER 2020	SURVEYED BY: SSS, VJC
MAP DATE: 23 SEPTEMBER 2020	MAPPED BY: KTOPNAGF
MAP SCALE: 1:3,000	PROCESSED BY: KTOPNAGF
IMAGERY DATE: 17 JULY 2020	MAP FILE NAME: MN_24_024_20200923_CS
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**HYDROGRAPHIC SURVEY**  
 U.S. ARMY ENGINEER DISTRICT  
 WILMINGTON, NORTH CAROLINA  
**MANTLED CHANNELS**  
**Ranges 1-4**  
 WILMINGTON, NORTH CAROLINA





**US Army Corps of Engineers**  
Wilmington District



SURVEYED BY: SSS, VJC	SURVEY DATE: 23 SEPTEMBER 2020
MAPPED BY: KYOPNAGF	MAP DATE: 28 SEPTEMBER 2020
PROCESSED BY: KYOPNAGF	
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**HYDROGRAPHIC SURVEY**  
U.S. ARMY CORPS OF ENGINEERS  
WASHINGTON, NORTH CAROLINA  
**MANTEO CHANNELS**  
**Ranges 5 & 6**  
MANTEO, NORTH CAROLINA



**MANTEO (SHALLOWBAG) BAY MAINTENANCE DREDGING PROJECT  
DARE COUNTY, NC  
Bid Tabulation  
September 8, 2020**

**Base Bid Items**

Item #	Description	Quantity	Unit of Measure	Mclean Contracting Company		Hatchell Concrete, Inc.		Salmons Dredging, Inc.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization & Demobilization	1	L.S.	\$735,000.00	\$735,000.00	\$10,000.00	\$10,000.00	\$476,516.37	\$476,516.37
2	Performance and Payment Bond	1	L.S.	\$14,500.00	\$14,500.00	\$60,948.00	\$60,948.00	\$98,247.82	\$98,247.82
3	Channel Maintenance Dredging – Ranges 1-5 (50' wide channel)	39,132	C.Y.	\$45.14	\$1,766,418.48	\$50.00	\$1,956,600.00	\$34.24	\$1,339,879.68
4	Channel Maintenance Dredging – Elizabeth II Connector Channel	1,500	C.Y.	\$45.15	\$67,725.00	\$50.00	\$75,000.00	\$34.24	\$51,360.00
<b>Total Base Bid</b>					<b>\$2,583,643.48</b>		<b>\$2,102,548.00</b>		<b>\$1,966,003.87</b>

**Additive Bid Items**

Item #	Description	Quantity	Unit of Measure	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
5	Channel Maintenance Dredging – Ranges 1-5 (75' channel width)	17,264	C.Y.	\$41.75	\$720,772.00	\$50.00	\$863,200.00	\$34.24	\$591,119.36
6	Channel Maintenance Dredging – Ranges 1-5 (100' channel width)	18,212	C.Y.	\$41.75	\$760,351.00	\$50.00	\$910,600.00	\$34.24	\$623,578.88

Notes: \$1,481,123.00      \$1,773,800.00      \$1,214,698.24

**Optional Bid Item**

Item #	Description	Quantity	Unit of Measure	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
7	Cost Savings for Alternate Disposal Plan	1	L.S.	\$0.00	\$0.00	\$81,264.00	\$81,264.00	\$0.00	\$0.00

1. **BASE MINUS OPTIONAL**

\$2,583,643.48	\$2,021,284.00	\$1,966,003.87
\$3,304,415.48	\$2,884,484.00	\$2,557,123.23
\$4,064,766.48	\$3,795,084.00	\$3,180,702.11

2. **BASE PLUS ADDITIVE No. 5 MINUS OPTIONAL**

3. **BASE PLUS ADDITIVE No. 5 and ADDITIVE No. 6 MINUS OPTIONAL**

**Discretionary Bid Items**

Item #	Description	Quantity	Unit of Measure	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
8	Turbidity Monitoring (1 – 90 days)	1	Day	\$200.00	\$200.00	\$250.00	\$22,500.00	\$18,000.00	\$18,000.00

**Manteo (Shallowbag) Bay Maintenance Dredging Project**  
**September 2020 Survey - Updated Volumes**

Channel Section	30' (cy)	50' (cy)	75' (cy)
Elizabeth II	1,679	2,019	2,391
Range 1	811	137	215
Range 2	1,898	3,004	4,423
Range 3	9	21	52
Range 4	14,412	22,065	31,896
Range 5	2,066	3,393	5,262
<b>Total</b>	<b>20,875</b>	<b>30,639</b>	<b>44,239</b>

**50' Wide Channel for Ranges 1-4 and 30' Elizabeth II Channel**

PROJECT ELEMENT	UNIT	QUANTITY	UNIT COST	COST	5% CONTINGENCY
Permitting, Geotech, Plans and Specs	LS	1	\$231,871	\$231,871	N/A
Risk Assessment	LS	1	\$11,850	\$11,850	N/A
Offloading Site Lease	LS	1	\$31,360	\$31,360	N/A
Mobilization & Demobilization	LS	1	\$476,516	\$476,516	N/A
Performance and Payment Bond*	LS	1	\$98,248*	\$98,248	N/A
Navigation Channel Dredging	CY	27,246	\$34.24	\$932,906	\$46,645
Construction Admin	LS	1	\$83,655	\$83,655	N/A
				<b>Total Cost</b>	<b>\$1,913,051</b>
				<b>Total Budget</b>	<b>\$1,919,000</b>
				<b>Balance</b>	<b>\$5,949</b>

\*May be reduced based on volume

**Range 5 Costs by Channel Width**

Channel Width	Quantity (cy)	Unit Cost	Cost	10% Contingency	Total Cost	DEQ Grant local share
30'	2,066	\$34.24	\$70,743	7,074	\$77,817	\$25,936.35
50'	3,393	\$34.24	\$116,185	11,618	\$127,803	\$42,596.74
75'	5,262	\$34.24	\$180,188	18,019	\$198,206	\$66,062.20



# Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
Division of Water Resources

Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

<b>1. Project Title</b>	2020-2021 Oregon Inlet Permit Modifications		
<b>2a. Primary Contact or Project Manager</b>			
Name	Brent Johnson		
Title	Project Manager		
Organization Name	Dare County		
Organization Tax ID Number	566000296		
E-mail address	<a href="mailto:brent.johnson@darenc.com">brent.johnson@darenc.com</a>		
Mailing Address	PO Box 1000		
City	State	Zip	
Manteo	NC	27954	
Telephone	Fax Number		
2524755628			
<b>2b. Execution Address (where contract will be mailed for signature) - Write "same as above" if it is the Primary Contact information in 2a.</b>			
Name	Same as above		
Title			
Organization Name			
E-mail Address			
Mailing Address			
City	State	Zip	
Telephone	Fax Number		
<b>2c. Payment Address (where invoice payments will be mailed) - Write "same as above" if it is the Primary Contact information in 2a.</b>			
Name	Same as above		
Title			
Organization Name			
E-mail Address			
Mailing Address			
City	State	Zip	
Telephone	Fax Number		



# Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
Division of Water Resources

Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

**3. Project Description - Provide a short summary of the project**

Dare County received a state grant to dredge Ranges 1 through 4 of the Federally Authorized Manteo/Shallowbag Bay project. During the permitting process it was discovered to need CAMA regulations Dare County would have to dredge into Range 5 in order to connect to the 9 foot dredging depth of ranges 1-4. The state grant and legislation does not authorize to utilize funds for range 5. Dredging of the federally mandated Manteo Channel to allow for navigation of all user groups and most specifically allow for the passage of the States cultural and historical property, the Elizabeth II, which is in need of major repairs. The Elizabeth II utilizes this channel to navigate safely to the repair yard in Manns Harbor.

**4. Project Scope – Brief description of the project scope (what is being proposed) and justification (why is it being proposed)**

Dare County request to dredge range 5 of the Manteo/Shallowbag Bay Interior project. Dare County received a grant per Session Law 2018-97 to dredge ranges 1-4. During the permitting process it was discovered that the county would need to dredge to range 5 in order connect to a depth of 9 feet which is what ranges 1-4 are templated for. This requirement is stipulated per the CAMA Major Permit. If Range 5 is not dredged then the county will not be able to dredge Ranges 1-4 per Session Law. The 9 foot depth is required to allow for the Elizabeth II to navigate through the channel to receive necessary repairs.

**5. Existing Conditions - Brief description of existing site conditions and land use within project area**

Currently the Manteo/Shallowbag Bay depths of ranges 1-5 are 6-7 feet per the attached survey. The project will take place just outside of Shallowbag Bay running south parallel to Pirates Cove. Range 5 leads directly to Shallowbag Bay where portage is available for all user groups and the State owned and operated Roanoke Island Festival Park and the dockage of the Elizabeth II. Downtown Manteo offers a waterfront community with restaurants, shops, galleries, parks and boardwalks.

<b>6. Anticipated Contract Start Date</b>	11/30/2020	<b>Anticipated Contract End Date</b>	11/30/2021
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**7. Project Location: Important to submit as completely as possible, especially the Lat/Long coordinates**

Project Location	Manteo Interiors Channels-Shallowbag Bag		
County Name	Dare County		
Inlet/Channel/Waterbody Name	Manteo Interiors Channels		
Position coordinates of project location	Latitude	35.813155	
	Longitude	-75.654763	
Anticipated Total Dredged Material in Cubic Yards	3,393		



# Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
Division of Water Resources

Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

8. General Statute 143-215.72 states that in reviewing applications the Secretary shall consider Economic, Social, and Environmental Benefits provided by the project; Regional Benefits of the project to an area greater than the area under jurisdiction of the local sponsoring entity; The financial resources of the local sponsoring entity; The environmental Impact of the project; Any direct benefit to State-owned lands and properties. Please provide your answers below for each category:

**Economic, Social, and Environmental Benefits**

Improved navigational safety of the Manteo/Shallowbag Bay Interior Channels for all users, allows access to safe harbor, provides economic benefits and economic growth to Roanoke Island and Manteo.

**Regional Benefits**

Regional benefits include confined safe boating access for all users to include but not limited to commercial traffic, recreational traffic and tourism. This project will be economic growth to the region and allows for future growth.

**Financial Resources**

Dare County is currently recognized as a Tier 2 County. Continued maintenance and improvements to the Manteo Interior Channels allows for economic growth region, including Tier 1 counties.

**Environmental Impacts**

Necessary state and federal permits have been obtained from DEQ and Corps Regulatory and address all necessary environmental impacts.

**Direct Benefit to State-Owned Lands and Properties**

Dredging of the Manteo Channel directly benefits boater access to the state owned historic site, Roanoke Island Festival Park, passage of the State's property, the Elizabeth II, formerly state owned Roanoke Island Maritime Museum in downtown Manteo, The North Carolina Aquarium on Roanoke Island and all of the non-profit local attractions, NPS and Fish and Wildlife attractions.

9. Disposal Area Placement Facility: Please describe the facility location, facility size and depth, method of placement, facility distance from navigation project, facility owner, required facility improvements, permit requirements and any additional information relevant for project completion.

Disposal of the material will be at the Dare County Construction and Debry landfill to be used as beneficial fill. The material will be dredged utilizing mechanical dredging and placed on a barge. The barge will move to a debarking site and will be unloaded into dump trucks and driven to the landfill. Dare County has received all the necessary permits from the DEQ to place the material at the landfill.

**10. Budget:**

	State DWR	Local / Municipal Match	Other Non- Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total
Administration						
Cash					\$0.00	\$0.00



# Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
Division of Water Resources

Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

	In-kind				\$0.00	\$0.00	
<b>Design</b>							
	Cash				\$0.00	\$0.00	
	In-kind				\$0.00	\$0.00	
<b>Permitting</b>							
	Cash				\$0.00	\$0.00	
	In-kind				\$0.00	\$0.00	
<b>Survey</b>							
	Cash				\$0.00	\$0.00	
	In-kind				\$0.00	\$0.00	
<b>Construction Oversight</b>							
	Cash				\$0.00	\$0.00	
	In-kind				\$0.00	\$0.00	
<b>Construction</b>							
	Cash	\$85,206.25	\$42,596.75		\$42,596.75	\$127,803.00	
	In-kind				\$0.00	\$0.00	
<b>Construction Materials</b>							
	Cash				\$0.00	\$0.00	
	In-kind				\$0.00	\$0.00	
<b>Land</b>							
	Cash				\$0.00	\$0.00	
	In-kind				\$0.00	\$0.00	
	<b>Cash Sub-total</b>	\$85,206.25	\$42,596.75	\$0.00	\$0.00	\$42,596.75	
	<b>In-kind Sub-total</b>		\$0.00	\$0.00	\$0.00	\$0.00	
	<b>Total</b>	\$85,206.25	\$42,596.75	\$0.00	\$0.00	\$42,596.75	
<b>DWR Total =</b>		<b>\$85,206.25</b>	<b>Local + Non-Fed Total</b>		<b>\$42,596.75</b>	<b>Non-Federal % =</b>	<b>100.00%</b>
<b>DWR Match % =</b>		<b>66.67%</b>	<b>Local + Non-Fed Match</b>		<b>33.33%</b>	<b>Federal % =</b>	<b>0.00%</b>



**RESOLUTION  
MANTEO/SHALLOWBAG BAY RANGE 5  
DREDGING CONSTRUCTION SERVICES**

**WHEREAS**, Dare County desires to sponsor, Manteo/Shallowbag Bay Range 5, to provide dredging construction services associated to dredge Range 5 of the Manteo/Shallowbag Bay Interior navigation project.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

- 1) Dare County requests the State of North Carolina to provide financial assistance to Dare County to dredge Range 5 of the Manteo/Shallowbag Bay Interior project in the amount of \$85,206.25.
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions (if on public property);
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

**Adopted** this the 16<sup>th</sup> day of November, 2020.

---

Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board



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

**for  
Additional Manteo Channel Dredging Project FY2021**

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

Section 1 The project is the Additional Manteo Channel Dredging Project (Range 5). The project is funded by financial assistance from North Carolina Department of Environmental Quality and cost share from the Town of Manteo.

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

Section 3 The following amount is appropriated for the project:

Dredging-Manteo Channel	615570-559900-00770	\$127,803
-------------------------	---------------------	-----------

Section 4 The following revenue is anticipated to be available to complete the project:

NCDEQ Grant-Manteo Channel	613025-427013-00770	\$85,206
Town of Manteo-Cost Share	613050-440200-00770	42,597

Section 5 The Finance Officer is directed to report, on a monthly basis, as a part of the normal monthly financial reporting process currently in place, the financial status of the project.

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

Adopted this 16<sup>th</sup> day of November, 2020

\_\_\_\_\_  
Chairman, Board of Commissioners

[SEAL]

\_\_\_\_\_  
Clerk to the Board of Commissioners



*Consent Agenda*

**Description**

1. Approval of Minutes - November 2, 2020
2. Health & Human Services, Public Health - Additional Immunization Funding
3. Tax Collector's Report
4. Professional Consulting Services Agreement with Maximus US Services, Inc.

**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

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**9:00 a.m., November 2, 2020**

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

Commissioners absent: None

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

A full and complete account of the entire Board of Commissioners meeting is archived on a video available for viewing on the Dare County website [www.darenc.com](http://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 read the invocation provided by Chaplain Cherri Wheeler and led the Pledge of Allegiance to the flag. Chairman Woodard offered a moment of silence for the October 23, 2020 Buxton fire victims.

#### **ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE**

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

- He attended the “Get Pinked” walk for cancer event at Dowdy Park, which had a good turn out with an approximate \$10,000 in donations.
- Reminded Dare residents to participate in the democratic system to vote tomorrow and noted an estimated 14,000 citizens had taken advantage of early voting opportunities.

#### **ITEM 2 – PUBLIC COMMENTS**

At 9:08 a.m. the Manager outlined the procedure for making public comments via emails to [dcboc@darenc.com](mailto:dcboc@darenc.com). No one responded to the invitation to address the Board. The County Manager closed Public Comments at 9:09 a.m.

**Note:** Some agenda items were handled out of sequential order to accommodate the time specific for the Public Hearing scheduled for 9:30 a.m.

**ITEM 3 – PUBLIC HEARING– FY2022 NCDOT 5310, 5311 AND COMBINED CAPITAL PROGRAM GRANT APPLICATIONS (Att. #1)**

At 9:30 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments. No one responded to address the Board. **The County Manager closed the Public Hearing at 9:31 a.m.**

**MOTION**

Commissioner House motioned to adopt the Public Transportation FY22 Program Resolution Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 4 – EXTENSION OF TEMPORARY MEASURES FOR RESTAURANTS AND MOBILE FOOD UNITS (Att. #2)**

On May 18, 2020, the Board adopted temporary measures for the use of outdoor areas for restaurants and mobile food units, or trucks, which expire on December 31, 2020. Donna Creef, Planning Board Director, requested a public hearing on November 16, 2020, at 5:00 p.m., in order to consider the extension of these measures to December 31, 2021.

**MOTION**

Vice-Chairman Overman motioned to schedule a Public Hearing on November 16, 2020, at 5:00 p.m., in order to consider extending the temporary measures for the operation of restaurants and mobile food units.

Commissioners House and Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 5 – DARE COUNTY DEPT. OF HEALTH AND HUMAN SERVICES – PUBLIC HEALTH DIVISION: PROCLAMATION – HOME CARE, PALLIATIVE CARE AND HOSPICE MONTH (Att. #3)**

A proclamation was presented by the County’s Department of Health and Human Services, Public Health Division, to encourage Dare citizens to learn more about options of home care and increase the quality of life for patients and family caregivers.

**MOTION**

Commissioner House motioned to proclaim November 2020 as “Home Care, Palliative Care and Hospice Month” in Dare County

Vice-Chairman Overman and Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 6 – COLLEGE OF THE ALBEMARLE EARLY SITE PACKAGE GUARANTEED MAXIMUM PRICE**

Dave Clawson explained Barnhill had bid the site package for the COA project. He presented an amendment to the Capital Ordinance for the project and Change Order No. 2. The Board discussed the changes and Mr. Clawson clarified the estimates and bid numbers were currently \$541,000 under the Board approved maximum price for the project.

**MOTION**

Commissioner House motioned to approve the Early Site Package Guaranteed Maximum Price of \$1,703,680.00, authorize the County Manager to sign the Change Order number two and approve the amendment to the Capital Project Ordinance.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

### **ITEM 7 – COLLEGE OF THE ALBEMARLE PROJECT – DARE CAMPUS**

Mr. Outten explained several members of the Board, Dr. Jack N. Bagwell, President of the COA, Town of Manteo representatives and others had met with Boomerang Design to review the various exterior and interior finishes for the COA Project. The final design for the 36,000 square foot project was presented to the Board for approval. The architect would soon move forward to begin ordering materials for the facility. The County Manager formed the materials were believed to be hardy and long-lasting with minimal maintenance expected. There could be some color changes brought to the Board at a later date.

#### **MOTION**

Vice-Chairman Overman motioned to approve the final design for the Dare Campus, College of The Albemarle Project.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

### **ITEM 8– CONSENT AGENDA**

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

#### **MOTION**

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (10.19.20) **(Att. #4)**
- 2) Sheriff's Department Transfer of Funds
- 3) Road Request – East Midgett Way, Waves **(Att. #5)**
- 4) Dare County Transportation System Safety Plan

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

### **ITEM 9 – UPCOMING BOARD APPOINTMENTS**

The upcoming Board appointments for December, 2020, January, 2021 and February 2021 were announced.

### **ITEM 10 – 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 attended the vigil for the four fire victims in Buxton.
- Dare County Waterways was looking towards the future of waterways issues, including the concerns of working waterman, crabbing, net fishing and the increasing recreational aspects. He noted Brent Johnson, Grants and Waterways Project Manager, was also involved and updates would follow.

#### **Commissioner Bateman**

- Conveyed heartfelt prayers and sympathies to the families affected by the tragic fire in Buxton.
- He urged Dare citizens to take advantage of the gift to vote and to voice their opinions.

Vice-Chairman Overman

- He was pleased to participate in the design of the new COA project. The completed campus would be something Dare County would be proud of for many years to come.
- The RPO met October 21 and; as with every meeting, he brought up replacement of the Alligator River Bridge siting failures of the span since it was fixed have gone on too long. He hoped to have Representative Murphy involved for a more positive resolution.
- CSI Board meeting indicated they were moving ahead with research work. Dr. Reide Corbett had aggressive plan to move on an undergraduate and graduate level. Dr. Jack Bagwell, President of COA, would be joining the board and should strengthen efforts between the two institutions.
- He thanked all who had voted and encouraged everyone to exercise their fundamental right to vote. He also urged everyone to keep the Buxton fire victim families in prayer.

Commissioner House

- He expressed thanks to the many first responders in the Buxton fire tragedy and the heartwarming affection shown by the community.
- For a day-in-history he presented the acquisition of two U.S. states in 1889 which were North and South Dakota. On this day in 1983, President Regan had signed a bill recognizing Martin Luther King Day.
- Reminded everyone to take part in the fundamental right to vote.

Commissioner Tobin

- Had a meeting with the Marine Industrial Park Authority. John Bayliss discussed the possibility of a boat building school on site, similar to the Landing School in Maine, to be considered for the area, if there was interest. There was also some discussion about collaborating with COA for future boat-building offerings.
- There was a P 520 boat in the marina recently headed for New York. It was similar to the boat of John F. Kennedy fame during World War II and the vessel used in the 1960's show "*McHale's Navy*". In WWII, these "crash boats" retrieved downed pilots and crew.
- He encouraged everyone to vote and expressed condolences for the families in the Buxton tragedy.

Commissioner Ross

- He echoed the Board's condolences to the families of the Buxton fire tragedy.
- Acknowledged the latest Covid-19 report had noted less than three percent of emergency visits were "Covid related".
- He conveyed his opinion on several noteworthy news items.

**MANAGER'S/ATTORNEY'S BUSINESS**

Mr. Outten provided the background for consideration of an amendment to the MOU between Dare and the College of The Albemarle. It would increase the eligibility of enrollment from sixteen months to twenty-four months. **(Att. #6)**

**MOTION**

Commissioner House motioned to amend the MOU for the Dare Guarantee College Tuition Scholarship Program to increase the eligibility of enrollment from 16 months to 24 months. Commissioner Ross and Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

Mr. Clawson said he would provide updates on the Manteo High School roof project along with the other capital projects in following meetings.

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

**MOTION**

Commissioners Tobin and House motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 9:58 a.m., the Board of Commissioners adjourned until 5:00 p.m., November 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.





*Health & Human Services, Public Health - Additional Immunization Funding*

**Description**

The Public Health Division has received a revised Agreement Addendum from the NC Division of Public Health, Immunization Branch for additional Immunization funding. The purpose of this funding is to enhance and adapt influenza activities and to implement innovative local solutions to achieve increased vaccination coverage during the COVID-19 pandemic with the emphasis on improving flu coverage in individuals with known vaccination coverage disparities and those who are at higher risk from complications from flu and COVID-19 disease.

**Board Action Requested**

Approve Budget Amendment

**Item Presenter**

N/A

# **DARE COUNTY**

## **BUDGET AMENDMENT**

**F/Y 2020-2021**

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Human Services-Public Health					
<u>Revenues:</u>					
State/Federal-Immunizations	103027	424280	41200	\$6,092	
<u>Expenses:</u>					
Salaries-Adult Health	104600	500200	41200	\$2,580	
FICA-Adult Health	104600	500300	41200	\$197	
Retirement-Adult Health	104600	500400	41200	\$263	
Health Insurance-Adult Health	104600	500500	41200	\$52	
Operating-Adult Health	104600	513400	41200	\$3,000	

Explanation:

Funds to be used to purchase bandaids, alcohol pads, cotton balls, sharps containers, thermometers, gloves, coolers, sandwich boards, tables, carts, scanners, label makers, keyboards, mice and ads. The remaining funds will go towards the the current immunizations nurse salary & benefits.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

(sign in red)

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_

# Division of Public Health Agreement Addendum FY 20-21

Dare County Department of Health & Human  
Services, Public Health Division  
\_\_\_\_\_

715 Immunization Action Plan  
\_\_\_\_\_

06/01/2020 – 05/31/2021  
\_\_\_\_\_

07/01/2020 – 06/30/2021  
\_\_\_\_\_

Women’s and Children’s Health Section /  
Immunization  
\_\_\_\_\_

Misheema Morrissey, 919-707-5556  
Misheema.morrissey@dhhs.nc.gov  
\_\_\_\_\_

\_\_\_\_\_

- Original Agreement Addendum  
 Agreement Addendum Revision # 1

**I. Background:**

*This Agreement Addendum Revision #1 adds the following paragraph:*

As part of the “Paycheck Protection Program and Health Care Enhancements Act,” North Carolina received additional funding to support program enhanced needs. During the COVID-19 pandemic, reducing the overall burden of respiratory illnesses is important to protect vulnerable populations at risk for severe illness, the healthcare system, and other critical infrastructure. Due to the importance of influenza vaccine coverage during the 2020-2021 season during the COVID-19 pandemic, additional funding will be awarded to Local Health Departments to enhance and/or develop new influenza activities and outreach.

**II. Purpose:**

This Agreement Addendum Revision #1 provides additional funding to the Local Health Department (LHD) to enhance and adapt influenza activities and to implement innovative local solutions to achieve increased vaccination coverage during the COVID-19 pandemic. The LHD shall emphasize improving flu coverage in individuals with known vaccination coverage disparities and those who are at higher risk from complications from flu and COVID-19 disease.

**III. Scope of Work and Deliverables:**

*This Agreement Addendum Revision #1 adds Subparagraphs j. and k. to Paragraph 1. Immunization Service Delivery, as follows:*

- j. Identify groups and subgroups within the priority populations and develop and implement innovative strategies to improve flu vaccine delivery.

  
\_\_\_\_\_

10/20/2020  
\_\_\_\_\_

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

- k. Conduct outreach in the community by coordinating off-site vaccine clinics and adapt vaccination procedures to maintain COVID-19 protective measures to ensure the safety of individuals receiving immunization services. Offsite vaccine outreach clinics should target at risk populations, with a focus in certain settings (i.e., healthcare employee worksites, long term care facilities (LTCFs), homeless shelters, migrant farm worksites, essential employee worksites, etc.).

*This Agreement Addendum Revision #1 adds Subparagraph d. to Paragraph 3. Education and Outreach, as follows:*

- d. Develop new partnerships and enhance existing community partnerships to promote flu vaccination and disseminate information within priority populations. Partnerships could include a variety of community- and faith-based organizations to reach at-risk populations, such as churches, barber shops, community health centers, refugee serving organizations, homeless shelters, jails/prisons, meat processing plants, and migrant farms.

*This Agreement Addendum Revision #1 adds Paragraph 5, as follows:*

**5. Supplemental Influenza Immunization Activities Due to COVID-19 Pandemic**

The LHD shall complete Attachments C and D with the signed Agreement Addendum Revision #1.

- a. Attachment C is the Budget Statement. It should list the expected expenses by category, including the dollar amount and a brief justification.
- b. Attachment D is the Services Statement. It should:
  - i. Explain, in detail, how this funding will be used to develop and implement innovative local solutions to increase flu vaccine coverage in the context of the COVID-19 pandemic.
  - ii. Include information on how the LHD will implement its innovative mass immunization services within the community.
  - iii. State how the services are adapted both to include COVID-19 safety measures and to prioritize those populations who experience barriers to getting the flu vaccine and are at an increased risk of complications from influenza, such as historically marginalized populations. Examples include:
    - Mobile vaccine clinics or “strike teams” that travel to hard-to-reach communities to provide flu vaccines
    - Drive-through or curbside vaccination clinics
    - Pop-up flu clinics at various community settings, such as COVID-19 testing sites, school nutrition sites, construction sites, migrant farm worksites, processing plants, churches, parking lots
    - Immunization clinics to reach long-term care facilities, prisons, homeless shelters, or other community organizations.
  - iv. Include a description of enhanced outreach activities to reach the priority populations, with a focus on hard-to-reach and historically marginalized populations, and how community partners are to be included in the outreach.

**IV. Performance Measures/Reporting Requirements:**

*This Agreement Addendum Revision #1 replaces the second sentence in this Section with the following:*

To continue making progress towards the Healthy People goals for State Fiscal Year 2021, and to enhance influenza vaccination coverage as a critical part of COVID-19 response work, the Local Health Department shall:

*This Agreement Addendum Revision #1 adds Paragraph 3, as follows:*

3. Ensure that 100% of all flu vaccine administered as part of the enhanced influenza coverage work is entered into the NCIR and that supporting documentation is retained.

**V. Performance Monitoring and Quality Assurance:**

No change.

**VI. Funding Guidelines or Restrictions:**

*This Agreement Addendum Revision #1 adds Paragraph 7, as follows:*

7. LHDs must submit their planned expenditures by completing Attachment C, including the dollar amount for each budget category and budget justification statement.

## Attachment C

**Budget Statement — FY 2020-2021 Planned Use of Federal Immunization Program Funds**

Provide this Budget Statement to assist with preparing anticipated expenditures for reporting that follow federal grants policies and CDC award requirements based on allowable expenditures. Return this completed Attachment C with the signed Agreement Addendum Revision #1.

Instructions: Include list of expected expenses related to enhance influenza coverage activities, including the dollar amount and a brief justification.

<b>Object Class Category / Expenses Funding Codes</b> <b>Enhanced Influenza Coverage:</b> <b>1331-631B-EJ</b>	<b>Amount</b>	<b>Budget Item Justification Statement</b>
Personnel (Salary / Wages)	\$2,580	Immunization Nurse
Fringe	\$ 512	Immunization Nurse
Travel		
Equipment		
Supplies	\$1,000	Band-Aids, alcohol pads, cotton balls, sharps containers, thermometers, gloves
Other / Miscellaneous	\$2,000	Coolers, sandwich boards, folding tables, rolling carts, scanners, label makers, keyboards/mouse, advertising
<b>TOTAL</b>	<b>\$6,092</b>	

**Attachment D****Services Statement — FY 2020-2021 Planned Use of Federal Immunization Program Funds**

Provide this Services Statement to assist with preparing anticipated expenditures for reporting that follow federal grants policies and CDC award requirements based on allowable expenditures. Return this completed Attachment D with the signed Agreement Addendum Revision #1. Use additional pages as needed.

- i. Explain, in detail, how this funding will be used to develop and implement innovative local solutions to increase flu vaccine coverage in the context of the COVID-19 pandemic.
  - We will work with leadership from various community organizations to help identify the needs for the flu vaccine then plan on how best to address these needs.
- ii. Include information on how the LHD will implement its innovative mass immunization services within the community.
  - We will take the flu vaccine to where needed to include the highly marginalized populations.
  - We will look at possible drive-thru sites as well as our traditional clinics.
- iii. State how the services are adapted both to include COVID-19 safety measures and to prioritize those populations who experience barriers to getting the flu vaccine and are at an increased risk of complications from influenza, such as historically marginalized populations.
  - Drive-thru sites will eliminate the risk of social distancing.
  - Traditional flu clinics will be by appointment and spaced out with paperwork completed ahead of time to ensure social distancing.
- iv. Include a description of enhanced outreach activities to reach the priority populations, with a focus on hard-to-reach and historically marginalized populations, and how community partners are to be included in the outreach.
  - We will work with our Community Care Clinic of Dare to reach out to their patients who are largely Hispanic and uninsured.
  - We will reach out to faith-based organizations to include the African American and Hispanic populations.
  - We will go to communities of the highly marginalized populations

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

CFDA #: 93.268 Federal awd date: 06/05/20 Is award R&D? no FAIN: NH23IP922624 Total amount of fed awd: \$ 13,158,334

CFDA name: 93.268 – Immunization Cooperative Agreements	Fed award project description: CDC-RFA-IP19-901 Immunization and Vaccines for Children
	Fed awarding agency: DHHS, Centers for Disease Control and Prevention Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	25904	59820	Jackson	019728518	6885	15899
Albemarle	130537822	48330	111606	Johnston	097599104	27173	62749
Alexander	030495105	8946	20658	Jones	095116935	4348	10040
Anson	847163029	8787	20291	Lee	067439703	13224	30538
Appalachian	780131541	17483	40373	Lenoir	042789748	17505	40423
Beaufort	091567776	10847	25049	Lincoln	086869336	14176	32736
Bladen	084171628	9421	21755	Macon	070626825	14492	33466
Brunswick	091571349	13224	30538	Madison	831052873	7994	18460
Buncombe	879203560	36366	83978	MTW	087204173	13044	30122
Burke	883321205	19407	44815	Mecklenburg	074498353	121639	280895
Cabarrus	143408289	23685	54695	Montgomery	025384603	8471	19561
Caldwell	948113402	19089	44081	Moore	050988146	13542	31272
Carteret	058735804	11323	26147	Nash	050425677	23051	53231
Caswell	077846053	6567	15165	New Hanover	040029563	28441	65677
Catawba	083677138	26062	60184	Northampton	097594477	6885	15899
Chatham	131356607	10689	24683	Onslow	172663270	60300	139248
Cherokee	130705072	7042	16262	Orange	139209659	18614	42984
Clay	145058231	3556	8212	Pamlico	097600456	4031	9309
Cleveland	879924850	23210	53598	Pender	100955413	9738	22488
Columbus	040040016	14176	32736	Person	091563718	7994	18460
Craven	091564294	28916	66774	Pitt	080889694	31293	72263
Cumberland	123914376	112129	258933	Polk	079067930	4586	10590
Dare	082358631	6092	14068	Randolph	027873132	28123	64943
Davidson	077839744	31611	72997	Richmond	070621339	13858	32002
Davie	076526651	7835	18093	Robeson	082367871	35891	82881
Duplin	095124798	13224	30538	Rockingham	077847143	21625	49937
Durham	088564075	43657	100815	Rowan	074494014	27014	62382
Edgecombe	093125375	17505	40423	Sampson	825573975	14492	33466
Foothills	782359004	22925	52940	Scotland	091564146	11639	26877
Forsyth	105316439	53595	124605	Stanly	131060829	13542	31272
Franklin	084168632	11481	26513	Stokes	085442705	11164	25780
Gaston	071062186	42705	98617	Surry	077821858	16078	37128
Graham	020952383	4031	9309	Swain	146437553	5299	12237
Granville-Vance	063347626	24388	56318	Toe River	113345201	16530	38172
Greene	091564591	5774	13334	Transylvania	030494215	6567	15165
Guilford	071563613	71236	164502	Union	079051637	28441	65677
Halifax	014305957	16869	38955	Wake	019625961	110386	254908
Harnett	091565986	26221	60551	Warren	030239953	6092	14068
Haywood	070620232	10689	24683	Wayne	040036170	28282	65310
Henderson	085021470	13701	31639	Wilkes	067439950	15601	36027
Hoke	091563643	11006	25416	Wilson	075585695	18773	43351
Hyde	832526243	3238	7478	Yadkin	089910624	10015	23179
Iredell	074504507	25271	58357				



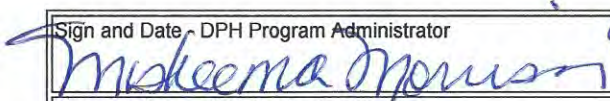
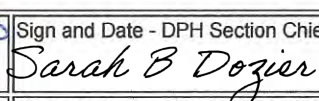
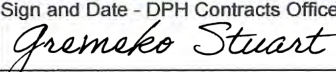
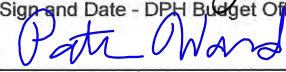
DPH-Aid-To-Counties

For Fiscal Year: 20/21

Budgetary Estimate Number : 2

Activity 715	AA	1331 628B E2	1331 631B EJ	Proposed Total	New Total
Service Period		06/01-05/31	06/01-05/31		
Payment Period		07/01-06/30	07/01-06/30		
01 Alamance	* 1	25,904	0	25,904	59,820
D1 Albemarle	* 1	48,330	0	48,330	111,606
02 Alexander	* 1	8,946	0	8,946	20,658
04 Anson	* 1	8,787	0	8,787	20,291
D2 Appalachian	* 1	17,483	0	17,483	40,373
07 Beaufort	* 1	10,847	0	10,847	25,049
09 Bladen	* 1	9,421	0	9,421	21,755
10 Brunswick	* 1	13,224	0	13,224	30,538
11 Buncombe	* 1	36,366	0	36,366	83,978
12 Burke	* 1	19,407	0	19,407	44,815
13 Cabarrus	* 2	23,685	0	23,685	54,695
14 Caldwell	* 1	19,089	0	19,089	44,081
16 Carteret	* 1	11,323	0	11,323	26,147
17 Caswell	* 1	6,567	0	6,567	15,165
18 Catawba	* 2	26,062	0	26,062	60,184
19 Chatham	* 2	10,689	0	10,689	24,683
20 Cherokee	* 1	7,042	0	7,042	16,262
22 Clay	* 1	3,556	0	3,556	8,212
23 Cleveland	* 2	23,210	0	23,210	53,598
24 Columbus	* 2	14,176	0	14,176	32,736
25 Craven	* 1	28,916	0	28,916	66,774
26 Cumberland	* 1	112,129	0	112,129	258,933
28 Dare	* 1	6,092	0	6,092	14,068
29 Davidson	* 1	31,611	0	31,611	72,997
30 Davie	* 1	7,835	0	7,835	18,093
31 Duplin	* 1	13,224	0	13,224	30,538
32 Durham	* 2	43,657	0	43,657	100,815
33 Edgecombe	* 1	17,505	0	17,505	40,423
D7 Foothills	* 1	22,925	0	22,925	52,940
34 Forsyth	* 1	53,959	0	53,959	124,605
35 Franklin	* 1	11,481	0	11,481	26,513
36 Gaston	* 1	42,705	0	42,705	98,617
38 Graham	* 1	4,031	0	4,031	9,309
D3 Gran-Vance	* 1	24,388	0	24,388	56,318
40 Greene	* 1	5,774	0	5,774	13,334
41 Guilford	* 2	71,236	0	71,236	164,502
42 Halifax	* 2	16,869	0	16,869	38,955
43 Harnett	* 2	26,221	0	26,221	60,551
44 Haywood	* 1	10,689	0	10,689	24,683
45 Henderson	* 1	13,701	0	13,701	31,639
46 Hertford		0	0	0	0
47 Hoke	* 1	11,006	0	11,006	25,416
48 Hyde	* 1	3,238	0	3,238	7,478
49 Iredell	* 1	25,271	0	25,271	58,357
50 Jackson	* 1	6,885	0	6,885	15,899

51 Johnston	* 2	27,173	0	27,173	62,749
52 Jones	* 2	4,348	0	4,348	10,040
53 Lee	* 1	13,224	0	13,224	30,538
54 Lenoir	* 1	17,505	0	17,505	40,423
55 Lincoln	* 1	14,176	0	14,176	32,736
56 Macon	* 1	14,492	0	14,492	33,466
57 Madison	* 1	7,994	0	7,994	18,460
D4 M-T-W	* 1	13,044	0	13,044	30,122
60 Mecklenburg	* 1	121,639	0	121,639	280,895
62 Montgomery	* 1	8,471	0	8,471	19,561
63 Moore	* 1	13,542	0	13,542	31,272
64 Nash	* 2	23,051	0	23,051	53,231
65 New Hanover	* 2	28,441	0	28,441	65,677
66 Northampton	* 1	6,885	0	6,885	15,899
67 Onslow	* 2	60,300	0	60,300	139,248
68 Orange	* 1	18,614	0	18,614	42,984
69 Pamlico	* 2	4,031	0	4,031	9,309
71 Pender	* 2	9,738	0	9,738	22,488
73 Person	* 1	7,994	0	7,994	18,460
74 Pitt	* 2	31,293	0	31,293	72,263
75 Polk	* 1	4,586	0	4,586	10,590
76 Randolph	* 1	28,123	0	28,123	64,943
77 Richmond	* 2	13,858	0	13,858	32,002
78 Robeson	* 1	35,891	0	35,891	82,881
79 Rockingham	* 1	21,625	0	21,625	49,937
80 Rowan	* 1	27,014	0	27,014	62,382
D5 R-P-M		0	0	0	0
82 Sampson	* 1	14,492	0	14,492	33,466
83 Scotland	* 1	11,639	0	11,639	26,877
84 Stanly	* 2	13,542	0	13,542	31,272
85 Stokes	* 1	11,164	0	11,164	25,780
86 Surry	* 1	16,078	0	16,078	37,128
87 Swain	* 2	5,299	0	5,299	12,237
D6 Toe River	* 2	16,530	0	16,530	38,172
88 Transylvania	* 1	6,567	0	6,567	15,165
90 Union	* 2	28,441	0	28,441	65,677
92 Wake	* 1	110,386	0	110,386	254,908
93 Warren	* 1	6,092	0	6,092	14,068
96 Wayne	* 2	28,282	0	28,282	65,310
97 Wilkes	* 2	15,601	0	15,601	36,027
98 Wilson	* 1	18,773	0	18,773	43,351
99 Yadkin	* 1	10,015	0	10,015	23,179
Totals		1,845,415	0	1,845,415	4,261,576

Sign and Date - DPH Program Administrator  9-2-2020	Sign and Date - DPH Section Chief 
Sign and Date - DPH Contracts Office  9/4/2020	Sign and Date - DPH Budget Officer  09/04/2020



*Tax Collector's Report*

**Description**

October 2020 Releases over \$100  
October 2020 Refunds over \$100  
October 2020 NCVTS Refunds over \$100

**Board Action Requested**

Approved

**Item Presenter**

Becky Huff, Tax Collector

# Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00) )

MONTH: October

DATE 10/1/2020

-

10/31/2020

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel #</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
CLARK, SCOTT	937996000	2020	DUPLICATE LISTING	-49,900.00	-288.56
KOZINETZ, CLAUDIA	010067123	2020	PROPERTY NOT RENTED	-16,176.00	-106.21
PIRRONE, ALAIN J TTEE	018657002	2020	BRD OF E&R DECISION	-45,000.00	-271.63
CLEMENT, JOHN P	025694116	2020	BRD OF E&R DECISION	-45,000.00	-335.71
DESPAIN, SARA E	022383010	2020	BRD OF E&R DECISION	-213,900.00	-1,275.49
GEE, LETHA R	001236000	2020	BRD OF E&R DECISION	-114,150.00	-822.45
FLIPPO, JASON MILES	937940000	2020	BOAT SITUS CHANGE	-63,050.00	-392.24
LAWRENCE HOLDINGS, LLC	008823000	2020	PROPERTY NOT RENTED	-48,308.00	-193.47
CAP'N B SPORTSFISHING LLC	962745000	2020	BOAT SOLD IN 2019	-110,766.00	-757.99
NEAL, MATTHEW D	963087000	2020	BOAT SOLD IN 2019	-15,000.00	-123.10
TENACITY SPORTFISHING	977976000	2020	DUPLICATE LISTING	-323,098.00	-2,410.31
FOY, CHRISTOPHER W	027524000	2020	BOAT VALUE RELEASED	-15,000.00	-105.07
MAHANT LLC	004322000	2020	BRD OF E&R DECISION	-428,400.00	-3,086.62
SWARTZ, ZACHARY T	007674000	2020	BRD OF E&R DECISION	-98,900.00	-396.09
SMITH, JEFFREY L	007674001	2020	BRD OF E&R DECISION	-45,100.00	-180.63
STALPINSKI, DONALD S	008024002	2020	BRD OF E&R DECISION	-83,400.00	-334.02
GUNATIT, LLC	017995000	2020	BRD OF E&R DECISION	-888,400.00	-7,111.65
I ELIZABETHAN NC LLC	023090000	2020	BRD OF E&R DECISION	-718,800.00	-5,362.25
I ELIZABETHAN NC LLC	023124000	2020	BRD OF E&R DECISION	-165,500.00	-870.03

# Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00) )

MONTH: October

DATE 10/1/2020

-

10/31/2020

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel #</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
HOPKINS, GLEN A	023290000	2020	BRD OF E&R DECISION	-51,000.00	<b>-380.45</b>
HOPKINS, GLEN A	023297001	2020	BRD OF E&R DECISION	-37,200.00	<b>-277.52</b>
RETH, ALAN D	024410026	2020	BRD OF E&R DECISION	-56,400.00	<b>-296.49</b>
STAPLES, VICTORIA F TTEE	025694138	2020	BRD OF E&R DECISION	-64,700.00	<b>-482.65</b>
MCKEEN, SAMUEL W	027863103	2020	BRD OF E&R DECISION	-87,800.00	<b>-546.21</b>
MUSIAL, KENNETH J	028049000	2020	BRD OF E&R DECISION	-85,900.00	<b>-825.07</b>
KOTZAN, DENNIS P	029686114	2020	BRD OF E&R DECISION	-35,600.00	<b>-142.58</b>
SCRIMSHAW, ROBERT D	007205000	2020	BRD OF E&R DECISION	-27,600.00	<b>-110.54</b>
FACCHINI, RALPH	007617001	2020	BRD OF E&R DECISION	-34,100.00	<b>-136.57</b>
JAMIESON, RAYMOND A III	021004000	2020	BRD OF E&R DECISION	-26,100.00	<b>-155.63</b>
MCNEER, R G	021262000	2020	BRD OF E&R DECISION	-43,300.00	<b>-258.20</b>
MEINERSHAGEN, GLENN WILLIAM	002765031	2020	BRD OF E&R DECISION	-70,000.00	<b>-672.35</b>
LANE, WILLIAM E	002765032	2020	BRD OF E&R DECISION	-70,000.00	<b>-672.35</b>
ELWOOD, THOMAS W TTEE	002765033	2020	BRD OF E&R DECISION	-70,000.00	<b>-672.35</b>
THOMPSON, ELIZABETH C	008024001	2020	BRD OF E&R DECISION	-25,000.00	<b>-100.12</b>
THOMAS, JONATHON S	008024003	2020	BRD OF E&R DECISION	-25,000.00	<b>-100.12</b>
BENJAMIN, KEITH ALLEN	008024004	2020	BRD OF E&R DECISION	-30,000.00	<b>-120.15</b>
NEWTON, MARK A	014896004	2020	DUPLICATE LISTING	-26,423.00	<b>-158.58</b>
DEMOOY, DONALD H	024780028	2020	<del>BRD</del> BRD OF E&R DECISION	-79,100.00	<b>-590.08</b>

# Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00) )

MONTH: October

DATE 10/1/2020

-

10/31/2020

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel #</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
DUGAN, JOHN MICHAEL	025694132	2020	BRD OF E&R DECISION	-30,000.00	<b>-223.80</b>
JME PROPERTIES, LLC	025694133	2020	BRD OF E&R DECISION	-20,000.00	<b>-149.20</b>
OKERSON, BARBARA	025694134	2020	BRD OF E&R DECISION	-20,000.00	<b>-149.20</b>
PRICE, WILLIAM N	025694135	2020	BRD OF E&R DECISION	-30,000.00	<b>-223.80</b>
SVOBODA, MARTHA J	025694139	2020	BRD OF E&R DECISION	-45,000.00	<b>-335.71</b>
STROHECKER INC/	025694146	2020	BRD OF E&R DECISION	-30,000.00	<b>-223.80</b>
CZIKRA, PATRICIA S	025694147	2020	BRD OF E&R DECISION	-20,000.00	<b>-149.20</b>
BREMNER, SHEILA M	025694148	2020	BRD OF E&R DECISION	-20,000.00	<b>-149.20</b>
BV 1414 PIRATE'S COVE, LLC	025694149	2020	BRD OF E&R DECISION	-30,000.00	<b>-223.80</b>
ALLEN, CHARLES	025694151	2020	BRD OF E&R DECISION	-45,000.00	<b>-335.70</b>
BAKER, DALE J	025694152	2020	BRD OF E&R DECISION	-45,000.00	<b>-335.69</b>
SIMPSON, JAMES EDWARD JR	025694468	2020	BRD OF E&R DECISION	-20,000.00	<b>-149.20</b>
HULL, RUSSELL MAUGHAN JR	025694479	2020	BRD OF E&R DECISION	-20,000.00	<b>-149.20</b>
KOREN, RAYMOND	025694480	2020	BRD OF E&R DECISION	-30,000.00	<b>-223.80</b>
REILLY, JANICE D	025694482	2020	BRD OF E&R DECISION	-45,000.00	<b>-335.69</b>
SAGONE, ARTHUR L JR TTEE	025694483	2020	BRD OF E&R DECISION	-45,000.00	<b>-335.69</b>
DAUGHERTY, WILLIAM FREDERIC	025694489	2020	BRD OF E&R DECISION	-30,000.00	<b>-223.80</b>
SCOTT, LINDA	027863102	2020	BRD OF E&R DECISION	-30,800.00	<b>-191.61</b>
FOYES, WILLIAM M	027863104	2020	BRD OF E&R DECISION	-29,300.00	<b>-182.27</b>

# Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00) )

MONTH: October

DATE 10/1/2020

-

10/31/2020

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel #</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
MORAN, MICHAEL W	027863110	2020	BRD OF E&R DECISION	-31,300.00	-194.71
AIN, MICHAEL K	027863111	2020	BRD OF E&R DECISION	-30,800.00	-191.61
ABIDIN, MARISKA TTEE	027863112	2020	BRD OF E&R DECISION	-29,300.00	-182.29
ROSENSTEIN, FRANKLIN A	027863114	2020	BRD OF E&R DECISION	-29,300.00	-182.29
MARTOF, ANDREW B	027863115	2020	BRD OF E&R DECISION	-30,800.00	-191.61
REILLY, MICHAEL V	027863116	2020	BRD OF E&R DECISION	-43,700.00	-271.86
RAMBEAU, AMERICUS J	027863117	2020	BRD OF E&R DECISION	-30,800.00	-191.61
WICKHAM, CAROL JOY	027863118	2020	BRD OF E&R DECISION	-43,700.00	-271.86
BARSHIS, DARR E	027863119	2020	BRD OF E&R DECISION	-31,300.00	-194.73
MCKEEN, SAMUEL W	027863120	2020	BRD OF E&R DECISION	-43,700.00	-271.86
MCKEEN, SAMUEL W	027864000	2020	BRD OF E&R DECISION	-31,300.00	-194.73
BARSHIS, DARR E	027864001	2020	BRD OF E&R DECISION	-43,700.00	-271.86
RIEMANN, JOHN W	027865001	2020	BRD OF E&R DECISION	-22,000.00	-136.86
PEYSER, NEAL L TTEE	027865002	2020	BRD OF E&R DECISION	-31,300.00	-194.73
RAMBEAU, AMERICUS JOHN	027865003	2020	BRD OF E&R DECISION	-22,000.00	-136.88
WILSON, CHARLES	027865005	2020	BRD OF E&R DECISION	-29,300.00	-182.27
BROWN, DONALD L	027865007	2020	BRD OF E&R DECISION	-29,300.00	-182.29
MCKEEN, SAMUEL W	027865008	2020	BRD OF E&R DECISION	-31,300.00	-194.73
GANANCE, RONALD	027865028	2020	BRD OF E&R DECISION	-22,000.00	-136.88

# Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00) )

MONTH: October

DATE 10/1/2020

-

10/31/2020

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel #</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
CERLES, BERNARD JEAN MARIE	027865029	2020	BRD OF E&R DECISION	-29,300.00	-182.27
BOWERS, MARTIN E	028050000	2020	BRD OF E&R DECISION	-70,000.00	-672.35
WILLIS NAGS HEAD, LLC	028051000	2020	BRD OF E&R DECISION	-70,000.00	-672.35
COLLEVECHIO, RICHARD M	028071000	2020	BRD OF E&R DECISION	-70,000.00	-672.35
C LEONARD WILLIS INC	028072000	2020	BRD OF E&R DECISION	-70,000.00	-672.35
STRIGLER, ROBERT	028073000	2020	BRD OF E&R DECISION	-70,000.00	-672.35
VUYOVICH, BRAD RICHARD	004046045	2020	BRD OF E&R DECISION	-95,400.00	-687.36
FOSTER, SPURGEON H JR	006968201	2020	BRD OF E&R DECISION	-30,000.00	-120.15
OSTRANDER, DAVID ALAN	006968204	2020	BRD OF E&R DECISION	-30,000.00	-120.15
COLONTRELLE, JOHN W	006968302	2020	BRD OF E&R DECISION	-40,000.00	-160.20
DUNNEVANT, JANET H	006968303	2020	BRD OF E&R DECISION	-40,000.00	-160.20
MADDIE, SUZANNE M	006968304	2020	BRD OF E&R DECISION	-50,000.00	-200.25
IHLE, LAWRENCE F	012436008	2020	BRD OF E&R DECISION	-145,800.00	-583.93
MIDGETT, RONALD LANCE	014301001	2020	BRD OF E&R DECISION	-33,200.00	-196.34
BOYD, JAMES RUSSELL	027020000	2020	BRD OF E&R DECISION	-25,100.00	-180.85
BOWEN, J MELVIN	027021000	2020	BRD OF E&R DECISION	-21,400.00	-154.18
HARDISON, LALA G	027022000	2020	BRD OF E&R DECISION	-23,400.00	-168.60
RONEY, JOHN R	027023000	2020	BRD OF E&R DECISION	-63,000.00	-453.91
PETTY, ROBERT D	004046043	2020	BRD OF E&R DECISION	-88,200.00	-635.48



# Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00) )

MONTH: October

DATE 10/1/2020 - 10/31/2020

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel #</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
THAU, JONATHAN C	006968301	2020	BRD OF E&R DECISION	-50,000.00	<b>-200.25</b>
MUNDY, SUSAN S	009804000	2020	BRD OF E&R DECISION	-23,000.00	<b>-137.30</b>
LOPES, JOSEPH A	009832000	2020	BRD OF E&R DECISION	-44,000.00	<b>-262.64</b>
DONALDSON, MICHAEL D	009890000	2020	BRD OF E&R DECISION	-31,400.00	<b>-187.43</b>
GUTHERIE, SCOTT	009943000	2020	BRD OF E&R DECISION	-70,500.00	<b>-420.81</b>
JOHNSON, SUSAN M	010069023	2020	BRD OF E&R DECISION	-24,900.00	<b>-148.48</b>
STINER, BLAIR R TTEE	010215011	2020	BRD OF E&R DECISION	-65,000.00	<b>-387.98</b>
FITCHETT, ROBERT O	010215044	2020	BRD OF E&R DECISION	-48,800.00	<b>-291.29</b>
JNJ DARE, LLC	012972000	2020	BRD OF E&R DECISION	-157,900.00	<b>-933.82</b>
MIDGETT, CARROLL H	014289000	2020	BRD OF E&R DECISION	-98,600.00	<b>-583.11</b>
PETERS, FREDERICK H JR	015609000	2020	BRD OF E&R DECISION	-913,300.00	<b>-4,982.96</b>
ELIZABETH T BRANDON LLC	027024000	2020	BRD OF E&R DECISION	-100,100.00	<b>-721.22</b>
GURGANUS, ANN B	027025000	2020	BRD OF E&R DECISION	-105,600.00	<b>-760.84</b>
HATTERAS DEVELOPMENT GROU	027202000	2020	BRD OF E&R DECISION	-30,700.00	<b>-191.01</b>
HATTERAS DEVELOPMENT GROU	027202002	2020	BRD OF E&R DECISION	-29,700.00	<b>-184.76</b>
DELANCEY, CLYDE EUGENE JR	027505736	2020	BRD OF E&R DECISION	-76,800.00	<b>-537.98</b>
HALLORAN, MARK	029307033	2020	BRD OF E&R DECISION	-89,900.00	<b>-483.21</b>

**Total Tax Released: -57,968.26**

## Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00 )

MONTH:        October

Date Range:    10/1/2020 - 10/31/2020

SUBMITTED BY:    Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Amount</u>
ALPERIN, LORI M TTEE	002546001	2020	Overpayment	-1,089.17
MCDONALD, JOSEPH M	009295000	2020	Overpayment	-207.48
J & B OBX PROPERTIES LLC	010080000	2020	Overpayment	-416.65
HORAK, PAUL NICHOLAS	010558000	2020	Overpayment	-149.08
TRABUE, CARLETON S	011160008	2020	Overpayment	-122.13
HUTSON, CHARLES EDWARD	011348000	2020	Overpayment	-895.15
O'NEAL, JIMMIE COVELL	012821040	2020	Overpayment	-3,266.31
MILLIKEN, CHARLES S	013688000	2020	Overpayment	-101.32
JOHNSON, GAYLE MARSHALL	014807000	2020	Overpayment	-132.44
FLORY, LINDA L	015060001	2020	Overpayment	-121.58
57316 EAGLE PASS ROAD LLC	015710000	2020	Overpayment	-2,257.91
GARDINER, JAMES S ESTATE	021191000	2020	Overpayment	-2,397.06
ROBEL, SUSAN MARIE	021748001	2020	Overpayment	-308.45
BRADLEY, GREGORY	022346000	2020	Overpayment	-783.54
COUCH, JOHN BENSON	023775053	2020	Overpayment	-509.51
JENKINS, THOMAS R	024410070	2020	Overpayment	-173.94
SCARBOROUGH, JERRY R	024606000	2020	Overpayment	-3,000.71
TILLET, DOROTHY M	025463000	2020	Overpayment	-176.81
MORGAN, MATTHEW E	025694046	2020	Overpayment	-1,321.92
GASKILL, EDITH B	025976010	2020	Overpayment	-121.16
W M DUNN CONSTRUCTION LLC	027354002	2020	Overpayment	-1,599.50
CASTRO, BENJAMIN H	027757044	2020	Overpayment	-577.20
LIGHTHOUSE SERVICE CENTER INC	970681000	2020	Overpayment	-197.08
GILLIS, ROBERT CLEMENTS	029393000	2020	Overpayment	-895.63
LANCASTER, JOHN T	029991073	2020	Overpayment	-299.76
DUCK HAVEN	7201	2020	Overpayment	-491.24
SETHJAY LLC	6823	2020	Overpayment	-548.65
<b>Total Refunds:</b>				<b>-22,161.38</b>



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

October 2020

Payee Name	Address 1	Address 3	Transaction #	Change	Interest Change	Total Change
KING, ASHLEY BURRUS	PO BOX 1240	BUXTON, NC 27920	268600852	(\$72.95)	\$0.00	(\$72.95)
				(\$16.42)	\$0.00	(\$16.42)
				(\$1.49)	\$0.00	(\$1.49)
				(\$15.99)	\$0.00	(\$15.99)
					<b>Refund</b>	<b>\$106.85</b>
PECK, PATRICK FRANCIS	1431 NW 115TH AVE	PLANTATION, FL 33323	202447533	(\$312.74)	\$0.00	(\$312.74)
				(\$34.53)	\$0.00	(\$34.53)
				(\$68.53)	\$0.00	(\$68.53)
					<b>Refund</b>	<b>\$415.80</b>
Refund Total						\$522.65

Tax Jurisdic	District Type	Net Change
C99	COUNTY	(\$385.69)
F02	FIRE	(\$16.42)
F22	FIRE	(\$34.53)
R01	FIRE	(\$1.49)
S99	SPECIAL	(\$84.52)
Total		(\$522.65)



*Professional Consulting Services agreement with Maximus US Services, Inc.*

**Description**

Renewal of agreement for preparation of annual cost allocation plans, EMS Medicaid cost reports, and Helicopter cost plans for fiscal years 2020-2022. No changes in fees which are included in current year budget.

**Board Action Requested**

Approve agreement and authorize Chairman or County Manager to execute.

**Item Presenter**

None

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT (“Agreement”) is entered into by and between Maximus US Services, Inc. (“Consultant”) and Dare County, North Carolina (“Client”), individually a “party” and collectively the “parties.” In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the “Services”), in a professional and workmanlike manner consistent with the typical standards of the industry.
2. Term. This Agreement shall commence on November 1, 2020 (“Effective Date”) and shall remain in effect until April 15, 2024, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs last. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.
3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.
4. Termination.
  - a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
  - b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days’ prior written notice to the other.
  - c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client’s knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days’ prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant’s normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.

7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.
8. Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000.
9. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$26,000.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

To the extent allowed by law, any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the Services specified in this Agreement.

10. Consultant Liability if Audited. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
11. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

Agency: Dare County, North Carolina  
Address: 954 Marshall C. Collins Drive, Manteo, NC 27954  
Phone: 252.475.5733  
Email: [sallyd@darenc.com](mailto:sallyd@darenc.com)

Maximus US Services, Inc.  
808 Moorefield Park Drive, Suite 205  
Richmond, VA 23236  
804-323-3535  
[fsc-operations@maximus.com](mailto:fsc-operations@maximus.com)

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.

12. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.

13. Miscellaneous.

- a. If Consultant is requested by Client to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Consultant shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Consultant's response and related to the reasonable fees of Consultant in responding. The foregoing does not: (1) diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Consultant is compelled by subpoena from a third party to provide Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews.
- b. Consultant specifically disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose.
- c. Consultant reserves the right to subcontract the Services. Consultant agrees to notify Client in writing of any such subcontracts.
- d. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
- e. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and its employees are not to be considered agents or employees of Client for any purpose.
- f. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- g. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- h. This Agreement and any additional or supplementary document or documents incorporated by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Consultant rejects, and in the future is deemed to have rejected, any purchase order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflicting terms will have no effect.
- i. Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- j. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has

obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

- k. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

**Dare County, North Carolina**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

*Sally DeFosse* 11/05/2020

**Maximus US Services, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**Scope of Services**  
**NC CO Dare CAP EMS Heli 20-22**

Description of Services:

- a)** Development of a central services cost allocation plan, which identifies the various cost incurred by the client to support and administer programs that provide services directly to citizens. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.
- b)** Prepare indirect cost proposals for federal grants as necessary.
- c)** Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.
- d)** Complete the client's EMS Medicaid cost report.
- e)** Develop a Cost Allocation Plan to determine full cost per trip of EMS Helicopter operations.





*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