



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, December 07, 2020

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

AGENDA

- 9:00 AM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1 Swearing In Ceremony**
- ITEM 2 Election of Chairman**
- ITEM 3 Election of Vice-Chairman**
- ITEM 4 Opening Remarks - Chairman's Update**
- ITEM 5 Public Comments**
- ITEM 6 Dare County Motor Sports Charity Group**
- ITEM 7 Community for Kids**
- ITEM 8 Waves Retreat Cluster Home Development -- CUP and Site Plan Review**
- ITEM 9 Public Hearing on Series 2021 Limited Obligation Bonds**
- ITEM 10 Presentation of County Service Pins - December 7, 2020**
- ITEM 11 Dare County Tourism Board Request Consent
Expenditure from Short Term Unappropriated Line Item 4999**
- ITEM 12 Chapter 160D -- New State Land Use Laws**
- ITEM 13 Guaranteed Maximum Price for College of the Albemarle Project**
- ITEM 14 Designation of Voting Delegates to NCACC Legislative Goals Conference**
- ITEM 15 Easement to Town of Nags Head - 9013 E. Hunter Street**
- ITEM 16 Request to sell - 48944 NC Hwy. 12 - Parcel 026511000 - Buxton Harbor**
- ITEM 17 **Consent Agenda****
- (1)Approval of Minutes
- (2)Authorization to Present Service Weapon to Retiring Deputy Sheriff
- (3)Dare County Transportation TITLE VI Plan - 2020
- (4)Revised Schedule of Meeting Dates for 2021
- ITEM 18 **Board Appointments****
- (1) Senior Tar Heel Legislative Delegates
- (2) Special Motor Vehicle Valuation Review Board
- (3) Parks and Recreation Advisory Council
- (4) Board of Equalization and Review
- (5) Upcoming Board Appointments
- ITEM 19 **Commissioners' Business & Manager's/Attorney's Business****

ADJOURN UNTIL 5:00 P.M. ON DECEMBER 21, 2020



Swearing In Ceremony

Description

The Oath of Office will be administered by district number to the recently elected and reelected Commissioners.

- Reelected Commissioners - Wally Overman, District 1, Robert Woodard, Sr., District 2
- Steve House, District 3 and Danny Couch, District 4

The Oath of Office is required by NCGS 153A-26 in the form prescribed in Article VI, Section 7 of the North Carolina Constitution.

Board Action Requested

None

Item Presenter

Cheryl C. Anby, Clerk to the Board



Election of Chairman

Description

The Clerk to the Board of Commissioners will conduct the annual election of Chairman.

Board Action Requested

To Elect a Chairman

Item Presenter

Cheryl C. Anby, Clerk to the Board



Election of Vice-Chairman

Description

The Chairman will conduct the election of Vice-Chairman.

Board Action Requested

To elect a Vice-Chairman

Item Presenter

Chairman of the Board of Commissioners



Opening Remarks - Chairman's Update

Description

Dare County Chairman will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman



Public Comments

Description

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

Covid-19 changes:

Public comment may be presented to the Board by sending an email during the meeting to dbcoc@darenc.com

Board Action Requested

Receive Public Comments

Item Presenter

Robert Outten, County Manager



Dare County Motor Sports Charity Group

Description

The Dare County Motor Sports Charity Group conducts an annual event to generate funds to benefit underprivileged children in Dare County. A report will be given on the group's latest fund raising efforts.

Board Action Requested

None - Presentation

Item Presenter

Terry Gray
Dare County Motor Sports Charity Group



Community for Kids

Description

Community for Kids is a 503c non-profit whose mission is to empower Dare County youth to overcome economic obstacles and thrive as individuals. Gently used clothing, donated by the community, is distributed by Community for Kids to area elementary students.

Board Action Requested

Presentation to the Board

Item Presenter

Katy Bell and Vicki Basnight



Waves Retreat Cluster Home Development -- Conditional Use Permit

Description

Staff report, site plan, draft CUP and other supporting documents for the Waves Retreat cluster home development are attached with this cover sheet. Since this is a conditional use permit, it will be conducted as a quasi-judicial matter.

Board Action Requested

Approval of site plan and draft conditional use permit as recommended by the Planning Board.

Item Presenter

Donna Creef

Staff Report: Dare County Board of Commissioners
From: Donna Creef, Planning Director
Re: Waves Retreat Cluster Home Development
Conditional Use Permit and Site Plan Review

A conditional use permit application and site plan for a proposed cluster home development has been submitted for review. Section 22-31.1 of the Dare County Zoning Ordinance establishes the provisions for cluster homes. The property is zoned S-1 and currently consists of two parcels that will be combined for the cluster home development.

There is an existing house on the site. Section 22-31.1 establishes a maximum size limitation of 1,200 square feet for any structure constructed in a cluster home development. This existing house is listed as 1,330 square feet of area on the tax records. It is an older structure and it seems wasteful to require the demolition of the structure for compliance with the 1,200 square feet size limitation of the cluster home regulations. Conditions have been included in the CUP that restrict any additions to the structure and to require compliance if the structure is destroyed and is replaced. Similar language is included on the site plan.

The existing driveway that accesses the site will be widened to 20 feet and improved with gravel to be consistent with the NC fire code standards. This road will be the maintenance responsibility of the owner and/or homeowners association. The project engineer will certify that the road improvements have been constructed as proposed and approved as part of the final review process.

The wetlands on the site have been flagged and verification from the Corps of Engineers is pending.

A copy of the as-built site plan will be recorded in the Register of Deeds once the infrastructure improvements have been completed. An approval period of two years has been included in the CUP.

Section 22-31.1 states that any structure in a cluster home development shall be occupied on a long-term basis as defined in the Zoning Ordinance. Long-term is defined as a period longer than 31 days. This information will be noted on the site plan and in any homeowners documents created for the property.

The Planning Board reviewed this proposed development on November 9, 2020. The Planning Board did receive comments from the adjoining property owner, Patrick Munson, to the south about trespassing on his property for access to the sound. A

condition has been included in the CUP and on the site plan indicating estuarine access is not provided from adjoining properties. Another property owner in the neighborhood (but not adjoining) expressed concerns about an old cemetery in the area. I researched this issue and the cemetery is located entirely on the property to the north of the Waves Retreat property. The development of the Waves Retreat site will not impact the cemetery.

The Planning Board voted unanimously to recommend approval of the site plan and the conditional use permit, as attached.



Conditional Use Permit No.3-2020

Dare County Sections 22-27.1, 22-31.1, and 22-68.

Application of: Waves Retreat LLC

On December 7, 2020 the Dare County Board of Commissioners considered the application of the Petitioner above named which application is on file with the Dare County Planning Department, and the Board finds as follows:

1. That the written application of Petitioner with attachments has been duly submitted to the Dare County Planning Board as required by Section 22 of the Dare County Code (hereinafter referred to as "Code");
2. That the application substantially complies with the requirements of the Code in that it requests uses permitted by conditional use permit under the Code, including residential structures in a group housing development;
3. The subject property is zoned S-1. This property is identified on the Dare County tax records as PINs 064820907807 and 064820907736.
4. That the Dare County Planning Board recommended for approval the granting of this Conditional Use Permit as requested. The Planning Board made this recommendation on November 9, 2020.
5. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to grant uses such as allowed herein and insofar as the conditional use is hereinafter allowed it will not adversely affect the public interest;
6. That the hereinafter described conditional use is deemed to be reasonable and is not in degradation of the intent of the ordinance.
7. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Conditional Use Permit according to the terms and conditions below:

NOW, THEREFORE, under the provisions of the Code, the following conditional use is granted to Highway 12 Retreat LLC for a cluster home group development subject to such conditions as are hereinafter set out:

CONDITIONAL USE: a cluster home group development consisting of twelve residential structures as depicted on Appendix B included as part of this conditional use permit. One of the structures is an existing structure that will be incorporated into the cluster home development and the remaining eleven structures shall be constructed.

CONDITIONS:

1. The cluster home group development shall operate as prescribed in Section 22-31.1 of the Dare County Zoning Ordinance. The structures shall be constructed as depicted on Appendix B and shall not be used or occupied as short term vacation rentals as defined in the Dare County Zoning Ordinance.
2. All structural improvements shall be located in the dwelling footprints as identified on the final plat. The conditioned space of each new structure shall not exceed 1200 square feet in area.
3. The existing 1,330 square foot structure on the site may remain as part of the cluster development. No structural improvements to enlarge the footprint of the structure or increase the conditioned space of the structure shall be permitted. This shall not be interpreted to prohibit repairs and maintenance necessary for the upkeep of the structure. Should the structure be demolished, it shall only be replaced with a structure that is consistent with the size limitations of Section 22-31.1 of the Dare County Zoning Ordinance. If the structure is damaged to an extent that is greater than 50% of its tax value, then it shall be repaired to conform to the size limitations of Section 22-31.1 of the Dare County Zoning Ordinance.
4. Access to the site shall be provided by a gravel road constructed as depicted on the approved site plan. The road shall be constructed to support 75,000 pounds as indicated by the Dare County Fire Marshal. Upon completion, the road improvements shall be certified by a NC licensed engineer to meet the weight specification stipulated by the Fire Marshal. Road maintenance shall be the responsibility of the Petitioner or any homeowners association that is established for the cluster home development. The road improvements shall be perpetually maintained to comply with the approved construction specifications.
5. A fire hydrant shall be installed as noted on the site plan and in the Dare County Fire Marshal comments dated November 6, 2020.
6. Parking improvements shall be in accordance to Section 22-56 of the Dare County Zoning Ordinance.

7. The structures shall be located on the parcel in conformance with the setbacks of Section 22-27.1 and Section 22-31.1 of the Zoning Ordinance and the Dare County Flood Damage Prevention Ordinance.
8. There shall be no access to the estuarine shoreline from adjoining properties.
6. A plat shall be recorded in the Dare County Register of Deeds combining the two parcels of land proposed for development. This plat shall be recorded before construction permits for the three new structures are issued by Dare County.
7. A final site plan of the cluster home development depicting the footprint areas shall be recorded in the Register of Deeds. The cluster home sites may be transferred to individual owners with the remainder of the site dedicated as common area owned by a homeowners association or other similar entity. A copy of the signed conditional use permit shall be recorded with the final site plan.
8. Building permits for the structures shall be secured within 24 months from date of Board of Commissioners approval. The site improvements shall be constructed according to the North Carolina fire codes, alternative means and methods, as depicted on Appendix B. An as-built survey for the property shall be submitted to the Planning Department upon the completion of all of the structures to confirm compliance with the terms of the Dare County Zoning Ordinance. If the developer chooses to construct the structures at different times, then individual as-built surveys for each structure shall be required before any structure is certified for occupancy.
9. Any changes to the site plan shall be reviewed by the Dare County Planning Board and approved by the Dare County Board of Commissioners;
10. A violation of this Permit shall be a violation of the Code punishable as therein provided, and shall automatically void this Permit. Should a violation occur, the Petitioner shall be notified in writing by the Dare County Planning Department and corrective actions to remedy the violation undertaken as instructed.
11. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This 7th day of December 2020

SEAL:

COUNTY OF DARE

By: _____
Robert L Woodard
Dare County Board of Commissioners

ATTEST:

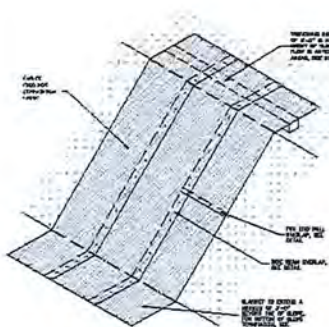
By: _____
Cheryl Anby
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

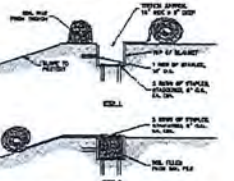
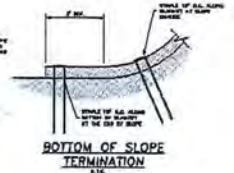
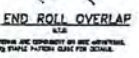
By: _____
David Peres for Waves Retreat LLC

APPROVED AS TO LEGAL FORM

By: _____
Robert L. Outten
County Attorney

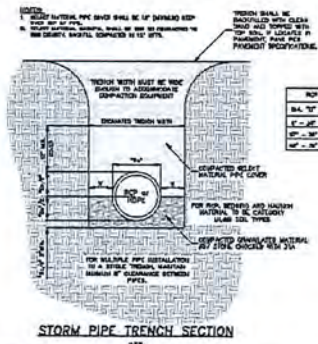
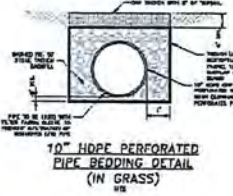
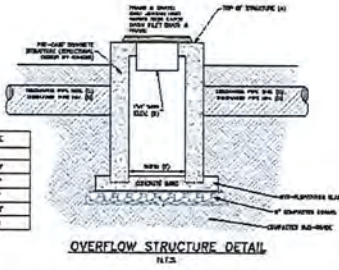


CURBS BEAR APPLICATION DETAIL
AMERICAN EXCLUSIVE COMPANY
ARLINGTON, TEXAS

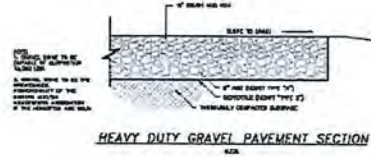
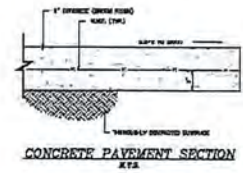
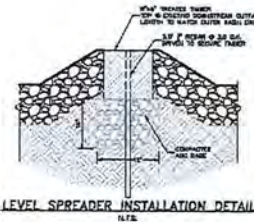


OVERFLOW STRUCTURE TABLE

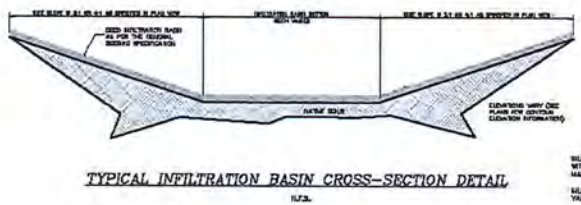
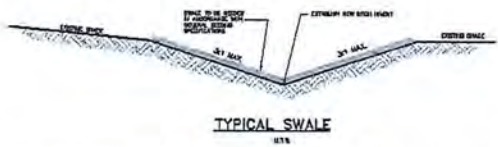
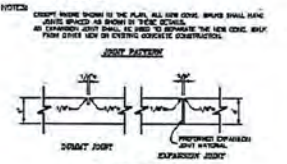
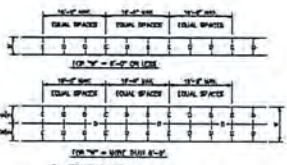
TOP OF STRUCTURE (2)	SLIP
NON SLIP (3)	1/2"
FLYING/STAIRCASE (4)	1/2"
FLYING/STAIRCASE (5)	1/2"
STRUCTURE WITH (6)	AS



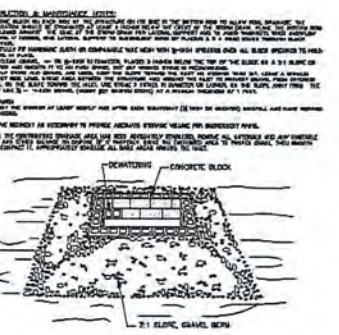
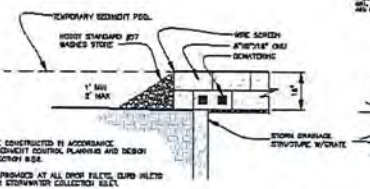
HOPE PIPE	HOPE PIPE
SLIP 1/2"	SLIP 1/2"
1/2"	1/2"
1/2"	1/2"
1/2"	1/2"



NOTE:
THE BASIS OF THESE PLANS IS BELIEVED TO BE ACCURATE, BUT THE ACCURACY IS NOT GUARANTEED. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL LEVELS, LOCATIONS, TYPICAL AND UNUSUAL CONDITIONS, AND DIMENSIONS OF THE EXISTING STRUCTURES PRIOR TO CONSTRUCTION. IF A DISCREPANCY IS FOUND, WORK SHALL CEASE AND THE ENGINEER'S ASSISTANCE BE OBTAINED PRIOR TO RESUMING WORK.



FINAL DRAWINGS FOR PERMITTING ONLY



Quible & Associates, P.C.
REGISTERED PROFESSIONAL ENGINEERS
1000 WEST 10TH STREET
DURHAM, NC 27701
TEL: 919/487-1111
FAX: 919/487-1112

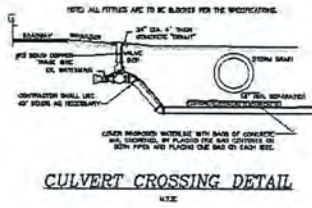


REVISIONS

NO.	DATE	DESCRIPTION
1	11/13/2020	ISSUE FOR BIDDING

SITE, GRADING, & DRAINAGE DETAILS
WAVES RETREAT C.U.P.
25478 & 25486 NC HWY 12
WEEKS, TOWNSHIP
DATE: 08/20/20

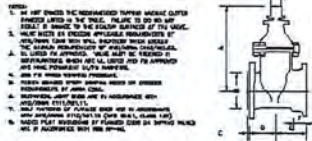
PROJECT NO. P19114
DESIGNED BY CUS
DRAWN BY JMH/CUS
CHECKED BY MWS
DATE 10/20/20
SHEET NO. 5
OF 7 SHEETS



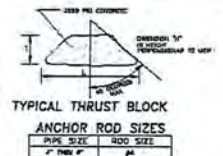
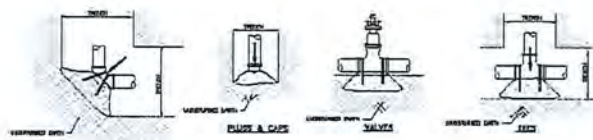
NOMINAL PIPE SIZE	STEEL U.L.C. RANGE (INCHES)	SLAVE NUMBER	CONDUIT NUMBER	BY	DATE
12"	12-14	1	1	J.M.H.	10/20/20
18"	18-20	2	2	J.M.H.	10/20/20
24"	24-26	3	3	J.M.H.	10/20/20
30"	30-32	4	4	J.M.H.	10/20/20
36"	36-38	5	5	J.M.H.	10/20/20

TYPICAL TAPPING SLEEVE DETAIL
 1/2" DIA. 1/2" DIA. 1/2" DIA. 1/2" DIA. 1/2" DIA.

CONCRETE	STEEL	WOOD	PLASTER	PAINT	GLASS	GLASS BLOCK	GLASS CURTAIN WALL	GLASS PARTITION	GLASS DOOR	GLASS WINDOW
1	2	3	4	5	6	7	8	9	10	11



TYPICAL TAPPING VALVE DETAIL
 1/2" DIA. 1/2" DIA. 1/2" DIA. 1/2" DIA. 1/2" DIA.

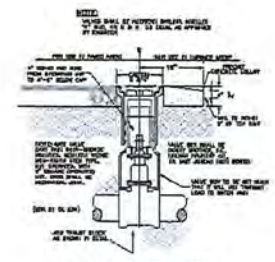


CONCRETE THRUST BLOCK

CONCRETE	STEEL	WOOD	PLASTER	PAINT	GLASS	GLASS BLOCK	GLASS CURTAIN WALL	GLASS PARTITION	GLASS DOOR	GLASS WINDOW
1	2	3	4	5	6	7	8	9	10	11



WATERLINE TRENCH SECTION



TYPICAL VALVE DETAIL

ANCHORAGE OF VALVES

WORKING PRESSURE LB. PER SQ. INCH	SIZE OF VALVE	SIZE OF ANCHORAGE
80 - 100	12 INCH AND UP	
101 - 150	8 INCH AND UP	
151 - 200	ALL SIZES	

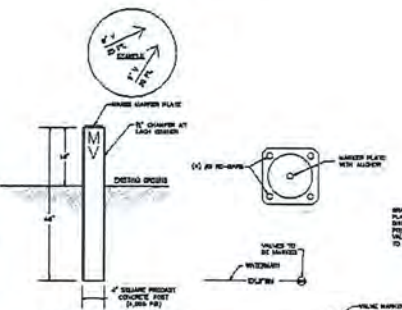
MINIMUM COVER FOR GATE VALVES

SIZE VALVE	MINIMUM COVER
6"	36"
8"	36"
10"	42"
12"	48"

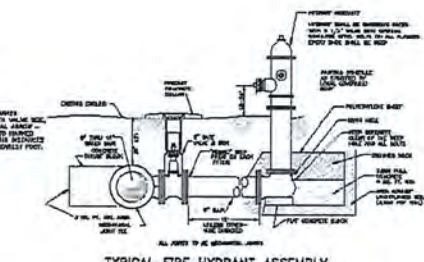
COMPACTION NOTES

1. ALL TRENCHES SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
2. ALL BACKFILLS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
3. ALL CONCRETE SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
4. ALL SOILS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
5. ALL SANDS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
6. ALL GRAVELS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
7. ALL CRUSHED STONE SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
8. ALL ASPHALT SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
9. ALL BITUMENS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
10. ALL PAINTS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
11. ALL GLASS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
12. ALL GLASS BLOCKS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
13. ALL GLASS CURTAIN WALLS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
14. ALL GLASS PARTITIONS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
15. ALL GLASS DOORS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
16. ALL GLASS WINDOWS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.

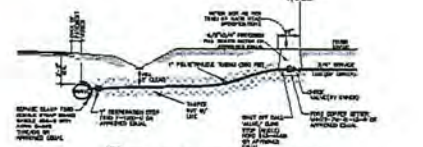
COMPACTION NOTES



VALVE MARKER DETAIL



TYPICAL FIRE HYDRANT ASSEMBLY



STANDARD WATER SERVICE LINE AND METER BOX INSTALLATION

CONCRETE

CONCRETE	STEEL	WOOD	PLASTER	PAINT	GLASS	GLASS BLOCK	GLASS CURTAIN WALL	GLASS PARTITION	GLASS DOOR	GLASS WINDOW
1	2	3	4	5	6	7	8	9	10	11

TYPICAL GRIP RING DETAIL

FINAL DRAWING FOR PERMITTING ONLY

Quible & Associates, P.C.
 CONSULTING ENGINEERS & ARCHITECTS
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW: QUIBLE.COM



UTILITY DETAILS
 WAVES RETREAT C.U.P.
 25478 & 25486 NC HWY 12
 DENVER, COLORADO

NO.	DATE	DESCRIPTION
1	10/20/20	ISSUED FOR PERMITTING
2	10/20/20	ISSUED FOR PERMITTING
3	10/20/20	ISSUED FOR PERMITTING

PROJECT NO. 219114

DESIGNED BY CWS

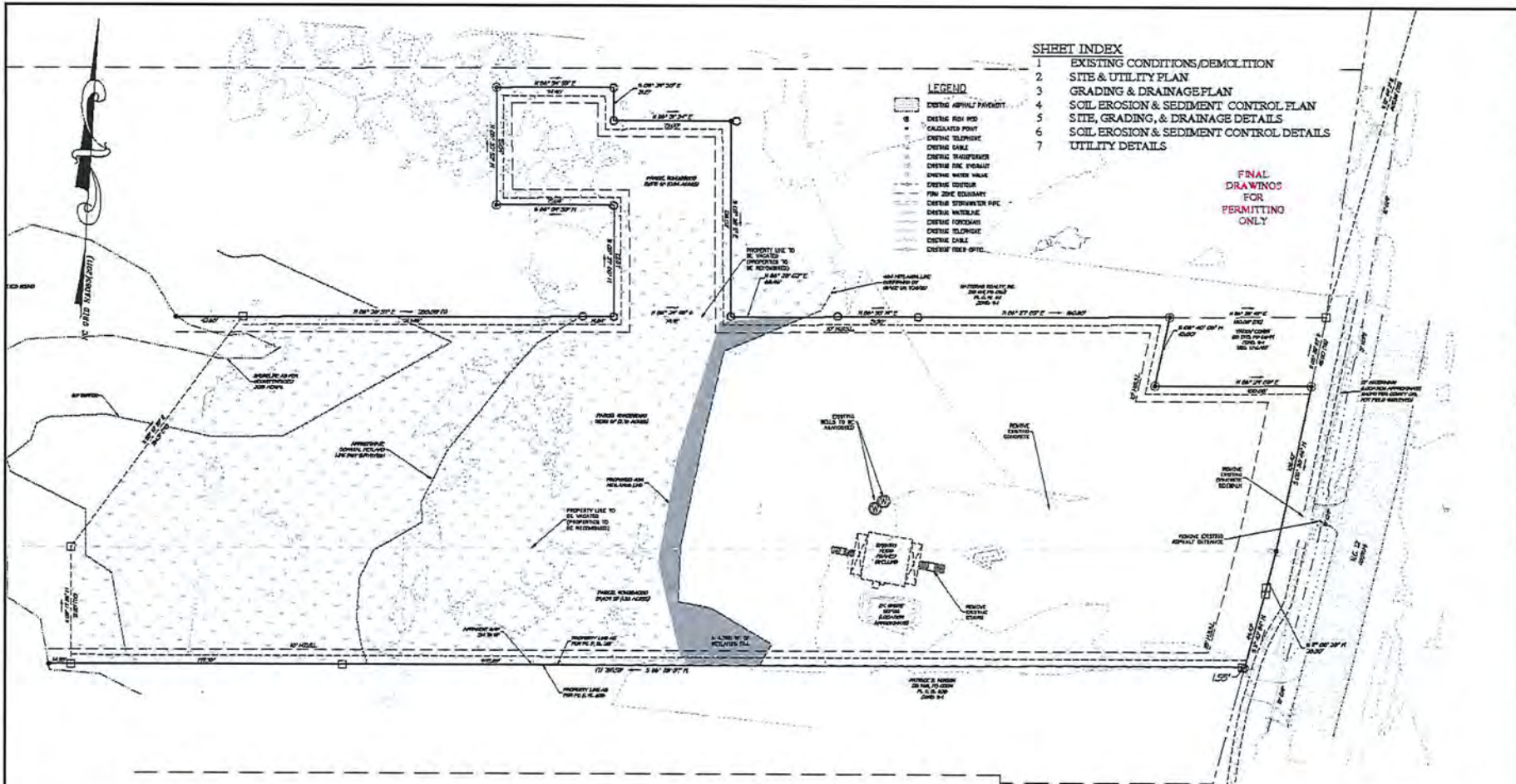
DRAWN BY JMH/CMS

CHECKED BY MWS

DATE 10/20/20

SHEET NO. 7

OF 7 SHEETS

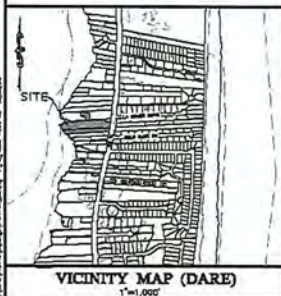


SHEET INDEX

1	EXISTING CONDITIONS/DEMOLITION
2	SITE & UTILITY PLAN
3	GRADING & DRAINAGE PLAN
4	SOIL EROSION & SEDIMENT CONTROL PLAN
5	SITE, GRADING, & DRAINAGE DETAILS
6	SOIL EROSION & SEDIMENT CONTROL DETAILS
7	UTILITY DETAILS

- LEGEND**
- EXISTING ANCHOR POINT
 - EXISTING ROW AND CALCULATED POINT
 - EXISTING TELEPHONE
 - EXISTING CABLE
 - EXISTING TRANSFORMER
 - EXISTING FIRE HOUSING
 - EXISTING WATER MAIN
 - EXISTING SEWER
 - FINISH ZONE BOUNDARY
 - EXISTING WATERMAIN PVC
 - EXISTING WATERMAIN
 - EXISTING TELEPHONE
 - EXISTING CABLE
 - EXISTING FIRE DITCH

FINAL DRAWINGS FOR PERMITTING ONLY



OWNER/APPLICANT: WAY OF RETREAT, LLC
 1000 W. 10TH ST.
 RAIL, NC 28580

DESIGNER: CUMS & ASSOCIATES, P.C.
 1000 W. 10TH ST.
 RAIL, NC 28580
 TEL: (919) 481-8143

PROPERTY INFO: 2.00 ACRES ± (APPROX. 170,000 SQ. FT.)
 1000 W. 10TH ST. (APPROX. 170,000 SQ. FT.)
 1000 W. 10TH ST. (APPROX. 170,000 SQ. FT.)

RECORDS REFERENCED: NC 70, B. 381, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300

PLANS SHOW THE LOCATION OF THE PROPERTY TO BE DEMOLISHED AND THE LOCATION OF THE PROPERTY TO BE CONSTRUCTED.

PROPERTY ZONING: S-1

SOIL TYPES: SANDY SILT CLAY (SCL), SANDY SILT CLAY (SCL), SANDY SILT CLAY (SCL)

ROADWAY AND TRANSPORTATION DATA: THIS PLAN AND BASED ON SURVEY BY CUMS & ASSOCIATES, P.C., DARE COUNTY, NC.

VERTICAL DATUM: NAVD 83

THIS PLAN SUBJECT TO ANY FUTURE RECORDS BUILDING SENSOR RESTRICTIONS, EASEMENTS, ETC. THIS MAY BE REVOKED BY A FILL AND RECLAIM TRUE RECORD.

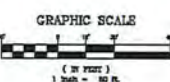
PERMIT NOTES: THIS PLAN PROVIDES THE CONSTRUCTION OF ROADS, WATER, SEWER, AND UTILITY LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS NECESSARY FOR THE DEVELOPMENT OF A 10 UNIT DEVELOPMENT.

- EXISTING UTILITIES SHALL BE MAINTAINED OR RELOCATED AS NECESSARY TO ACCOMMODATE THE PROPOSED DEVELOPMENT. THE CONTRACTOR SHALL VERIFY ALL UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS NECESSARY FOR THE DEVELOPMENT OF A 10 UNIT DEVELOPMENT.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

- CONSTRUCT EROSION CONTROL MEASURES AS REQUIRED BY LOCAL AND STATE REGULATIONS TO PREVENT SOIL EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS NECESSARY FOR THE DEVELOPMENT OF A 10 UNIT DEVELOPMENT.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.



NOTE:
 THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.



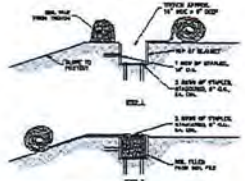
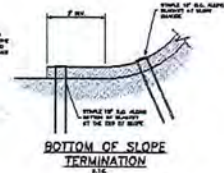
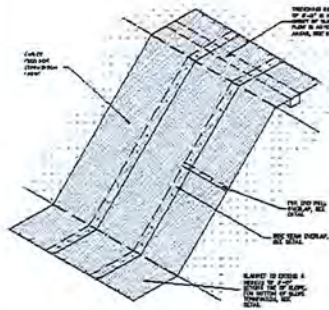
Qubite & Associates, P.C.
 1000 W. 10TH ST.
 RAIL, NC 28580
 TEL: (919) 481-8143

EXISTING CONDITIONS/DEMOLITION

WAVES RETREAT C.U.P.
 25478 & 25486 NC HWY 12

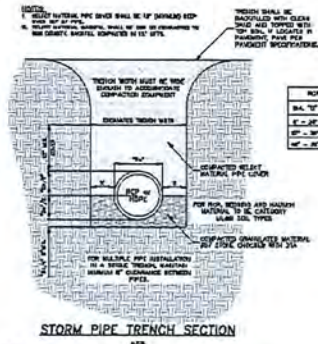
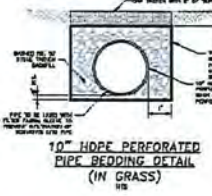
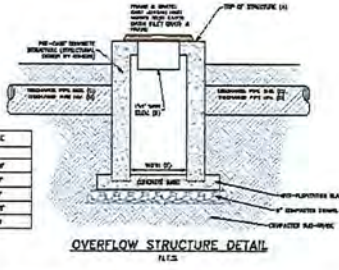
DATE: 10/27/20

SHEET NO. 1 OF 7 SHEETS



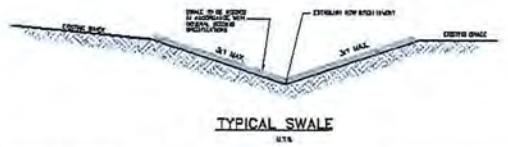
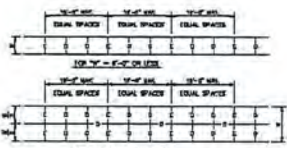
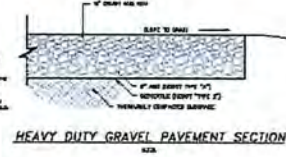
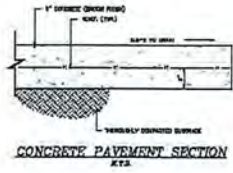
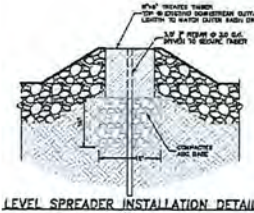
OVERFLOW STRUCTURE TABLE

TOP OF STRUCTURE (A)	1.5' FT
TOP OF STRUCTURE (B)	1.5' FT
MINIMUM OVERFLOW RATE (C)	1.5' FT
MINIMUM OVERFLOW RATE (D)	1.5' FT
MINIMUM OVERFLOW RATE (E)	1.5' FT
MINIMUM OVERFLOW RATE (F)	1.5' FT

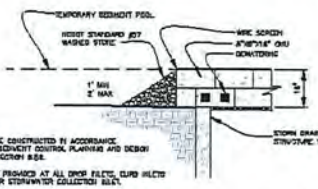
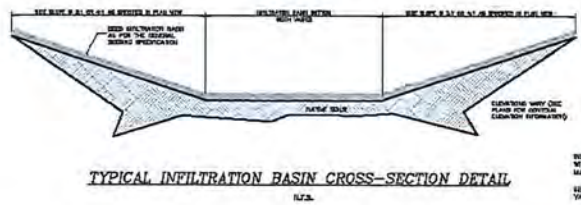


PIPE TABLE

PIPE SIZE	HOPE PIPE
12" DIA.	12" DIA.
15" DIA.	15" DIA.
18" DIA.	18" DIA.
21" DIA.	21" DIA.
24" DIA.	24" DIA.

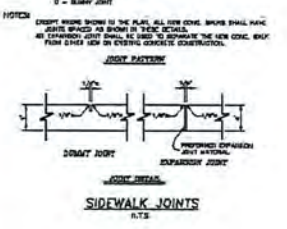
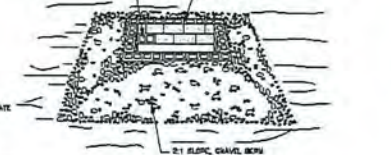


FINAL DRAWINGS FOR PERMITTING ONLY



CONTRACTOR'S & INSTALLER'S NOTES:

1. THE SLOPE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SLOPE TRENCHING METHOD 'B' UNLESS OTHERWISE SPECIFIED.
2. THE SLOPE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" OF TOPSOIL OVER THE REINFORCEMENT LAYERS.
3. THE SLOPE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" OF TOPSOIL OVER THE REINFORCEMENT LAYERS.
4. THE SLOPE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" OF TOPSOIL OVER THE REINFORCEMENT LAYERS.
5. THE SLOPE SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" OF TOPSOIL OVER THE REINFORCEMENT LAYERS.



Quible & Associates, P.C.
CONSULTANTS IN CIVIL ENGINEERING
1000 W. HARRIS STREET
RALEIGH, NC 27601
TEL: 919-876-1111
FAX: 919-876-1112



PROJECT INFORMATION

PROJECT NO. 110720000
PROJECT NAME: WAVES RETREAT CULVERT

DATE

11/07/2000	DESIGN
11/07/2000	PERMITTING
11/07/2000	CONSTRUCTION

PROJECT LOCATION

WAVES RETREAT CULVERT

SITE, GRADING, & DRAINAGE DETAILS

WAVES RETREAT C.U.P.
25478 & 25486 NC HWY 12

PROJECT NO. 110720000
DESIGNED BY CMS
CHECKED BY JMH/CMS
DATE 10/20/20
SHEET NO. 5
OF 7 SHEETS



Public Hearing on Series 2021 Limited Obligation Bonds

Description

Per the attached Notice of Public Hearing the Board is to hold a Public Hearing regarding the execution and delivery of the Contract and the Projects to be financed thereby. The first draft of the Installment Financing Contract is included.

Board Action Requested

Hold Public Hearing.

Item Presenter

David Clawson, Finance Director

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

INSTALLMENT FINANCING CONTRACT

between

DARE COUNTY PUBLIC FACILITIES CORPORATION

and

COUNTY OF DARE, NORTH CAROLINA

Dated as of
February 1, 2021

INSTALLMENT FINANCING CONTRACT

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS.....	3
ARTICLE II ADVANCE OF PURCHASE PRICE.....	5
ARTICLE III INSTALLMENT PAYMENTS; ADDITIONAL PAYMENTS; SECURITY	6
Section 3.1 Amounts and Times of Installment Payments and Additional Payments	6
Section 3.2 Place of Payments	6
Section 3.3 Late Charges	6
Section 3.4 No Abatement	6
Section 3.5 Prepayment of Purchase Price.....	6
ARTICLE IV ACQUISITION AND CONSTRUCTION	7
Section 4.1 Acquisition and Construction Fund	7
Section 4.2 Disbursements.....	7
Section 4.3 Termination.....	7
Section 4.4 Reliance of Trustee on Documents	7
Section 4.5 Discretion of the Trustee to File Civil Action in the Event of Dispute	7
Section 4.6 Consultation with Counsel	7
Section 4.7 Compensation of Trustee	7
Section 4.8 Construction.....	7
Section 4.9 Right of Entry and Inspection	8
Section 4.10 Completion of Construction.....	8
Section 4.11 Payment and Performance Bonds	8
Section 4.12 Contractor’s General Public Liability and Property Damage Insurance	9
Section 4.13 Contractor’s Builder’s Risk Completed Value Insurance	9
Section 4.14 Contractor’s Worker’s Compensation Insurance	9
Section 4.15 Filing With the Trustee	9
ARTICLE V RESPONSIBILITIES OF THE COUNTY.....	11
Section 5.1 Care and Use	11
Section 5.2 Inspection.....	11
Section 5.3 Utilities.....	11
Section 5.4 Taxes.....	11
Section 5.5 Title Insurance.....	11
Section 5.6 [Reserved]	11
Section 5.7 Risk of Loss	12
Section 5.8 Performance by the Trustee of the County’s Responsibilities	12
Section 5.9 Financial Statements	12
Section 5.10 Property Insurance	12
ARTICLE VI TITLE; LIENS.....	13
Section 6.1 Title	13
Section 6.2 Liens.....	13

**ARTICLE VII DAMAGE, DESTRUCTION AND LOSS OR THEFT OF MORTGAGED
PROPERTY; NET PROCEEDS 14**

Section 7.1 Damage, Destruction or Condemnation 14

Section 7.2 Obligation of the County to Repair and Replace the Mortgaged
Property 14

Section 7.3 Discharge of the Obligation of the County to Repair the Mortgaged
Property 14

Section 7.4 Cooperation of the Corporation 15

**ARTICLE VIII REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COUNTY
AND THE CORPORATION 16**

Section 8.1 Representations, Warranties and Covenants of the County 16

Section 8.2 Warranties and Representations of the Corporation 20

ARTICLE IX TAX COVENANTS AND REPRESENTATIONS..... 21

ARTICLE X INDEMNIFICATION 22

ARTICLE XI DISCLAIMER OF WARRANTIES 23

ARTICLE XII DEFAULT AND REMEDIES..... 24

Section 12.1 Definition of Event of Default 24

Section 12.2 Remedies on Default 24

Section 12.3 Further Remedies 25

ARTICLE XIII ASSIGNMENT 26

Section 13.1 Assignment by the County 26

Section 13.2 Assignment by the Corporation 26

ARTICLE XIV LIMITED OBLIGATION OF THE COUNTY 27

ARTICLE XV JOINDER BY THE TRUSTEE 28

ARTICLE XVI MISCELLANEOUS..... 29

Section 16.1 Waiver 29

Section 16.2 County’s Acceptance of Rights and Responsibilities Under the
Indenture 29

Section 16.3 Severability 29

Section 16.4 Governing Law 29

Section 16.5 Notices 29

Section 16.6 Section Headings..... 29

Section 16.7 Entire Contract 29

Section 16.8 Binding Effect 30

Section 16.9 Time 30

Section 16.10 Payments 30

Section 16.11 Covenants of County, Corporation or LGC not Covenants of
Officials Individually 30

Section 16.12 Amounts Remaining in Funds..... 30

Section 16.13 Amendments to this Contract..... 30

Section 16.14 Execution in Counterparts..... 30

INSTALLMENT PAYMENT SCHEDULE – 2021 BONDS PS-1

EXHIBIT A FORM OF REQUISITION A-1

INSTALLMENT FINANCING CONTRACT

THIS INSTALLMENT FINANCING CONTRACT, dated as of February 1, 2021 (this “*Contract*”), is between **DARE COUNTY PUBLIC FACILITIES CORPORATION** (the “*Corporation*”), a nonprofit corporation duly created, existing and in good standing under the laws of the State of North Carolina (the “*State*”), and the **COUNTY OF DARE, NORTH CAROLINA** (the “*County*”), a political subdivision duly created and existing under the laws of the State.

WITNESSETH:

WHEREAS, the County is a political subdivision duly created and existing under the laws of the State;

WHEREAS, the County has the power, pursuant to Section 160A-20 of 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 of Commissioners of the County (the “*Board of Commissioners*”) has previously determined, and hereby further determines that it is in the best interest of the County 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, (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 “*2021 Projects*”) and (2) pay the costs related to the execution and delivery of the Contract;

WHEREAS, to obtain funds to finance the 2021 Projects, the County has entered into this Contract with the Corporation under which it will make Installment Payments and Additional Payments (as such terms are defined below) in consideration thereof;

WHEREAS, there will be executed and delivered pursuant to an Indenture of Trust dated as of February 1, 2021 (the “*Indenture*”) between the Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee (the “*Trustee*”), Limited Obligation Bonds (County of Dare, North Carolina), Series 2021 (the “*2021 Bonds*”), evidencing proportionate undivided interests in rights to receive certain Revenues (as defined below) under this Contract;

WHEREAS, pursuant to the Indenture, the Corporation has assigned the Trust Estate (as defined in the Indenture) to the Trustee;

WHEREAS, the 2021 Bonds evidence proportionate undivided interests in the rights to receive certain Revenues and shall be payable solely from the sources provided in the Indenture;

WHEREAS, the execution, performance and delivery of this Contract have been authorized, approved and directed by the Board of Commissioners by a resolution passed and adopted by the Board of Commissioners on December [21], 2020;

WHEREAS, the execution, delivery and performance of this Contract by the Corporation, and the assignment by the Corporation to the Trustee, pursuant to the Indenture, of the Trust Estate, have been authorized, approved and directed by all necessary and appropriate action of the Corporation;

WHEREAS, the obligation of the County to make Installment Payments and Additional Payments shall not constitute a general obligation or other indebtedness of the County within the meaning of the Constitution of the State; and shall not constitute a direct or indirect pledge of the faith and credit or taxing power of the County within the meaning of the Constitution of the State;

WHEREAS, to secure further the obligation of the County hereunder, the County has entered into a Deed of Trust, Security Agreement and Fixture Filing dated as of February 1, 2021 (the "*Deed of Trust*") with the deed of trust trustee named therein for the benefit of the Corporation and its assignee; and

WHEREAS, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this 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 this Contract;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

All words and phrases defined in Article I of the Indenture have the same meaning in this Contract. In addition, the following terms have the meanings specified below unless the context clearly requires otherwise:

“*Additional Payments*” means the reasonable and customary expenses and fees of the Trustee and the Corporation, any expenses of the Corporation in defending an action or proceeding in connection with this Contract or the Indenture and any taxes or any other expenses, including, but not limited to, licenses, permits, state and local income, sales and use or ownership taxes or property taxes which the County or the Corporation is expressly required to pay as a result of this Contract (together with interest that may accrue thereon if the County fails to pay the same).

“*Code*” means the Internal Revenue Code of 1986, as amended, including regulations promulgated thereunder.

“*Corporation*” means Dare County Public Facilities Corporation or any successor thereto.

“*County*” means the County of Dare, North Carolina or any successor to its functions.

“*County Representative*” means (1) the Finance Director or the person or persons at the time designated to act on behalf of the County for the purpose of performing any act under this Contract by a written certificate furnished to the Trustee and the Corporation containing the specimen signatures of such person or persons and signed on behalf of the County by the County Manager, or (2) if any or all of the County’s rights and obligations are assigned hereunder, the person or persons at the time designated to act on behalf of the County and the assignee by a written certificate similarly furnished and of the same tenor.

“*Deed of Trust*” means the Deed of Trust, Security Agreement and Fixture Filing dated as of February 1, 2021 from the County to the deed of trust trustee named therein for the benefit of the Corporation or its assignees, all of the terms, definitions, conditions and covenants of which are incorporated herein by reference and are made a part of this Contract as if fully set forth herein.

“*Fiscal Year*” means a twelve-month period commencing on the first day of July of any year and ending on the 30th day of June of the succeeding year, or such other twelve-month period which may subsequently be adopted as the Fiscal Year of the County.

“*Indenture*” means the Indenture of Trust dated as of February 1, 2021 between the Corporation and the Trustee, as amended or supplemented from time to time, pursuant to which the Bonds are executed and delivered.

“*Installment Payments*” means those payments made by the County to the Corporation as described in Article III and in the Payment Schedule attached hereto.

“*Mortgaged Property*” means the property subject to the lien and security interest created by the Deed of Trust, as more particularly described therein.

“*Net Proceeds*” means, when used with respect to any (1) proceeds from policies of insurance which are payable to the Corporation or the Trustee with respect to the Mortgaged Property, (2) proceeds from any payment and performance bond maintained pursuant to Section 4.11 herein, (3) proceeds of any condemnation award arising out of the condemnation of all or any portion of the Mortgaged Property or (4) proceeds from any sale or lease of the Mortgaged Property pursuant to the Deed of Trust or otherwise

subsequent to an Event of Default, the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds.

“*Payment Schedule*” means the document attached hereto and incorporated herein by reference, which sets forth the County’s Installment Payments.

“*Projects*” means the 2021 Projects, as may be amended in connection with any other project financed or refinanced with the proceeds of Additional Bonds executed and delivered under Section 2.11 of the Indenture.

“*Purchase Price*” means the amount of \$[Amount] advanced by the Corporation to enable the County to finance the Projects, as such price may be adjusted in connection with the issuance of Additional Bonds under Section 2.11 of the Indenture.

“*Revenues*” means (a) all Net Proceeds not applied to the replacement of the Mortgaged Property; (b) all Installment Payments; and (c) all investment income on all funds and accounts created under the Indenture (other than the Rebate Fund).

“*State*” means the State of North Carolina.

“*2021 Projects*” means the capital costs of 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, (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.

[END OF ARTICLE I]

ARTICLE II
ADVANCE OF PURCHASE PRICE

The Corporation hereby makes an advance to the County of the Purchase Price, and the County hereby accepts from the Corporation the Purchase Price to be applied in accordance with the terms and conditions of this Contract. The County will use the proceeds of the Purchase Price to finance the Projects and to pay certain costs incurred in connection with the execution and delivery of the 2021 Bonds.

[END OF ARTICLE II]

ARTICLE III
INSTALLMENT PAYMENTS; ADDITIONAL
PAYMENTS; SECURITY

Section 3.1 *Amounts and Times of Installment Payments and Additional Payments.* As consideration for the Corporation's advance of the Purchase Price to the County, the County shall repay to the Trustee, as assignee of the Corporation under the Indenture, the Purchase Price in installments with interest as provided in this Contract and the Payment Schedule attached hereto (each an "*Installment Payment*"). Each installment shall be deemed to be an Installment Payment and shall be paid in the amounts and at the times set forth on the Payment Schedule except as provided herein. There shall be credited against the amount of Installment Payments otherwise payable hereunder amounts equal to (1) earnings derived from the investment of the Bond Fund and the Prepayment Fund and (2) any other money not constituting Installment Payments required to be deposited in the Bond Fund. Installment Payments shall be sufficient in the aggregate to repay the Purchase Price together with interest thereon. As further consideration for the Corporation's advance of the Purchase Price to the County, the County shall also pay the Additional Payments, as required herein, on a timely basis directly to the person or entity to which such Additional Payments are owed.

Section 3.2 *Place of Payments.* The County shall make all payments required to be made to the Corporation hereunder to the Trustee at its designated office in immediately available funds or as may be otherwise directed in writing by the Trustee.

Section 3.3 *Late Charges.* To the extent permitted by law, if the County fails to pay any Installment Payment or any other sum required to be paid to the Trustee following the due date thereof, the County shall pay a late payment charge equal to the amount of the delinquency times a per diem rate calculated at the rate(s) borne by each respective Bond.

Section 3.4 *No Abatement.* Subject to Article XIV, there will be no abatement or reduction of the Installment Payments or Additional Payments by the County for any reason, including but not limited to, any failure by the County to appropriate funds to the payment of said Installment Payments or Additional Payments, any defense, recoupment, setoff, counterclaims or any claim (real or imaginary) arising out of or related to the Projects. The County assumes and shall bear the entire risk of loss and damage to the Projects from any cause whatsoever, it being the intention of the parties that the Installment Payments shall be made in all events unless the obligation to make such Installment Payments is terminated as otherwise provided herein.

Section 3.5 *Prepayment of Purchase Price.* If the County has performed all of its obligations under this Contract, then it shall have the option to prepay the Purchase Price related to the 2021 Bonds on or after the date or dates permitted for the prepayment of the 2021 Bonds as set forth in Section 4.1 of the Indenture or to provide for prepayment of such Purchase Price, in full or in part in the amount of \$5,000 or any integral multiple thereof on 45 days' notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2021 Bonds, including any required prepayment premium under Section 4.1 of the Indenture, plus accrued interest to the prepayment date. If the Purchase Price is partially prepaid, then the Trustee shall recalculate the Payment Schedule as necessary in the manner required by Section 3.7 of the Indenture.

[END OF ARTICLE III]

ARTICLE IV
ACQUISITION AND CONSTRUCTION

Section 4.1 Acquisition and Construction Fund. The Corporation has caused the amount set forth in Section 3.1 of the Indenture to be deposited in the Acquisition and Construction Fund.

Section 4.2 Disbursements. The Trustee shall disburse money held to the credit of the Acquisition and Construction Fund in payment of the Cost of Acquisition and Construction on receipt of written requisition from the County Representative substantially in the form set forth in Exhibit A, attached hereto, together with any documents or other items as the Trustee may reasonably determine to be necessary, including but not limited to construction invoices, lien waivers, inspection reports, itemization of present and prospective expenditures and a list of items necessary for completion, or as otherwise set forth in the Indenture.

Section 4.3 Termination. The Trustee shall terminate the Acquisition and Construction Fund, or any account therein, at the earlier of (a) the final distribution of money held in the Acquisition and Construction Fund, or any account therein, or (b) the termination of this Contract.

Section 4.4 Reliance of Trustee on Documents. The Trustee may act in reliance on any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Trustee is not liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder are limited to the receipt of such money, instruments or other documents received by it as the Trustee, and for the disposition of the same in accordance herewith.

Section 4.5 Discretion of the Trustee to File Civil Action in the Event of Dispute. If the County and the Trustee disagree about the interpretation of this Contract, or about the rights and obligations, or the propriety of any action contemplated by the Trustee hereunder, the Trustee may, but is not required to, file an appropriate civil action in the State to resolve the disagreement. The Trustee will be indemnified, to the extent permitted by applicable law and subject to Article XIV, for all costs, including reasonable attorneys' fees, in connection with such civil action and shall be fully protected in suspending all or part of its activities under this Contract until a final judgment in such action is received.

Section 4.6 Consultation with Counsel. The Trustee may consult with qualified counsel of its own choice and has full and complete authorization and protection to rely on the opinion of such counsel. The Trustee is otherwise not liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

Section 4.7 Compensation of Trustee. The County shall pay to the Trustee reasonable compensation for all services performed by the Trustee hereunder and under the Indenture and also for all reasonable expenses, charges and other disbursements and those of the Trustee's attorneys, agents and employees incurred in and about the administration and execution of the Indenture and the performance of the Trustee's powers and duties hereunder and under the Indenture, as an Additional Payment.

Section 4.8 Construction. The County shall comply with the provisions of Article 8 of Chapter 143 of the General Statutes of North Carolina. The County shall cause the Projects to be carried on expeditiously in accordance with the plans and specifications therefor, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over same. The County shall ensure that (a) the Projects do not encroach on nor overhang any easement or right of way and (b) the portions of the Projects, when erected, will be wholly within the sites of the Projects and building restriction lines, however established, and will not violate applicable use or other restrictions

contained in prior conveyances or applicable protective covenants or restrictions. The County shall cause all utility lines, septic systems and streets serving the Projects to be completed in accordance with health department standards and other applicable regulations of any governmental agency having jurisdiction. The County will promptly correct or cause to be corrected any structural defect in the improvements or any departure from the plans and specifications.

Section 4.9 Right of Entry and Inspection. The Corporation, the Trustee and their representatives and agents have the right to enter on the property on which the Projects are located and inspect the Projects from time to time, during and after acquisition, construction, equipping and expansion, and the County shall cause the construction manager at risk or any first-tier subcontractor to cooperate with the Corporation, the Trustee and their representatives and agents during such inspections. No right of inspection or approval contained herein imposes on the Corporation or the Trustee any duty or obligation whatsoever to undertake any inspection or to give any approval.

Section 4.10 Completion of Construction. The County shall proceed with reasonable diligence to complete the Projects in a timely manner. On completion of the Projects, a County Representative shall deliver to the Trustee a certificate of a County Representative stating the fact and date of such completion and stating that all of the Cost of Acquisition and Construction has been determined and paid (or that all of such Cost has been paid less specified claims which are subject to dispute and for which a retention in the Acquisition and Construction Fund is to be maintained in the full amount of such claims until such dispute is resolved). If, on the basis of such certificate, the accounting of the Acquisition and Construction Fund by the Trustee shows that money in the Acquisition and Construction Fund will remain unexpended for the Cost of Acquisition and Construction, then the balance shall be applied in accordance with Section 3.11 of the Indenture.

Section 4.11 Payment and Performance Bonds. Each contractor, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk, related to the Projects is required to furnish a performance bond and a separate labor and material payment bond as required by North Carolina General Statutes, Article 3, Chapter 44A. Upon request, copies of such bonds shall be provided to the Trustee. In lieu of furnishing a performance bond and a separate labor and material payment bond, each contractor, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk, may furnish the County with collateral in an amount of its construction contract.

In the event of any material default by a contractor, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk, under any construction contract, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the County shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against such contractor and/or against each surety of any bond securing the performance of the construction contract. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including, without limitation, attorneys' fees and costs), and after reimbursement to the County of any amounts theretofore paid by the County and not previously reimbursed to the County for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid to the Trustee for deposit into the Acquisition and Construction Fund if received before the Completion Date therefor or if received thereafter, shall be deposited as otherwise provided in Section 7.2 or otherwise applied as provided in Section 7.3. The Net Proceeds of any performance or payment bond or insurance policy required by this Section shall likewise be paid into the Acquisition and Construction Fund, if received before the Completion Date, or, if received thereafter, shall either be deposited as provided in Section 7.2 or otherwise applied as provided in Section 7.3.

Section 4.12 Contractor's General Public Liability and Property Damage Insurance. To the extent commercially reasonable, each contractor, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk, entering into a construction contract related to the Projects is required by the County to procure and maintain standard form (a) comprehensive general public liability and property damage insurance, at its own cost and expense, during the duration of such contractor's construction contract, in the amount of at least \$1,000,000 bodily injury and property damage liability combined single limit each occurrence/annual aggregate, and (b) comprehensive automobile liability insurance on owned, hired and non-owned vehicles for limits not less than \$1,000,000 each accident bodily injury and property damage liability. Such policies must include the County, as additional named insureds, and to the extent commercially reasonable, shall include a provision prohibiting cancellation or termination without 30 days' prior notice by certified mail to the County. A certificate evidencing such coverage shall be provided to the County or, if such insurance is provided by a private carrier, a completed certificate of insurance, in form acceptable to the County, shall be provided to the County with respect to each contractor entering into a construction contract or, in the case of a construction manager at risk, the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk.

Section 4.13 Contractor's Builder's Risk Completed Value Insurance. To the extent commercially reasonable, the County will procure and maintain, or will require each contractor, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk, entering into a construction contract related to the Projects to procure and maintain property insurance (builder's risk) on all acquisition, construction, equipping and expansion related to the Projects (excluding contractor's tools and equipment) at the full and insurable value thereof. This insurance will include the interest of the County and the contractor as additional insureds; and shall insure against "all risk" subject to standard policy conditions and exclusions. Each contractor, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk, shall purchase and maintain similar property insurance for portions of the work stored off the sites on which the Projects are located or in transit when such portions of the work are to be included in an application for payment. Each contractor, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk, is responsible for the payment of any deductible amounts associated with this insurance.

Section 4.14 Contractor's Worker's Compensation Insurance. Each contractor, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk, entering into a construction contract related to the Projects is required to procure and maintain, at its own cost and expense, worker's compensation insurance during the term of its construction contract, covering its employees working thereunder. Such insurance, if issued by a private carrier, must contain a provision prohibiting cancellation or termination without 30 days' prior notice by certified mail to the County to the extent commercially reasonable. A certificate evidencing such coverage shall be provided to the County or, if such insurance is provided by a private carrier, then a completed certificate of insurance, in form acceptable to the County, shall be provided to the County with respect to each contractor entering into a construction contract or, in the case of a construction manager at risk, to the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk. The Trustee has made no evaluation as to the sufficiency of the insurance requirements set forth herein.

Section 4.15 Filing With the Trustee. The Trustee may request at any time a certificate from the County certifying compliance with Sections 4.11, 4.12, 4.13 and 4.14 or copies of all performance bonds and insurance contracts or approved bonds thereof, as required under Sections 4.11, 4.12, 4.13 and 4.14, to be delivered to the Trustee in a timely manner and in such form as to certify compliance with the provisions of the Sections referred to above.

[END OF ARTICLE IV]

ARTICLE V
RESPONSIBILITIES OF THE COUNTY

Section 5.1 Care and Use. Subject to the provisions of applicable law and Article XIV, the County shall use the Mortgaged Property in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole cost and expense, shall service, repair and maintain the Mortgaged Property so as to keep the Mortgaged Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted. The County shall replace any part of the Mortgaged Property as may from time to time become worn out, unfit for use, lost, stolen, destroyed or damaged. Any and all additions to or replacements of the Mortgaged Property and all parts thereof shall constitute accessions to the Mortgaged Property and shall be subject to all the terms and conditions of this Contract and included in the term “*Mortgaged Property*” and as used in this Contract.

Section 5.2 Inspection. The Trustee, or its agent or representative, has the right on reasonable prior notice to the County, and subject to the reasonable direction and supervision of the County, to enter into and inspect the Mortgaged Property and observe their use during normal business hours.

Section 5.3 Utilities. The County shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility services furnished to or used on or in connection with the Mortgaged Property. There shall be no abatement of the Installment Payments on account of interruption of any such services.

Section 5.4 Taxes.

(a) The County shall pay when due any and all taxes relating to the Mortgaged Property and the County’s obligations hereunder including, but not limited to, all license or registration fees, gross receipts tax, sales and use tax, if applicable, license fees, documentary stamp taxes, rental taxes, assessments, charges, *ad valorem* taxes, excise taxes, and all other taxes, licenses and utility charges of any type imposed on the ownership, possession or use of the Mortgaged Property by any governmental body or agency, together with any interest and penalties, other than taxes on or measured by the net income of the Corporation; *provided*, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County is obligated to pay only such installments as are required to be paid as and when the same become due.

(b) The County may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; *provided* that before such nonpayment it furnishes the Trustee with an opinion of counsel to the effect that, by nonpayment of any such items, the security interest held by the Trustee in the Mortgaged Property will not be materially endangered and the Mortgaged Property will not be subject to loss or forfeiture. Otherwise, the County shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof.

Section 5.5 Title Insurance. The County agrees to obtain, at its own cost and expense, a policy of title insurance, in form satisfactory to the Corporation, at the time of and dated as of the date of execution and delivery of this Contract, payable to the Trustee, as its interest may appear, insuring fee title of the County to the Mortgaged Property.

Section 5.6 [Reserved].

Section 5.7 Risk of Loss. The County shall bear all risk (1) of loss or damage to the Mortgaged Property and (2) of the condemnation of any of the Mortgaged Property or any portion thereof.

Section 5.8 Performance by the Trustee of the County's Responsibilities. Any performance required of the County or any payments required to be made by the County may, but are not required to, if not timely performed or paid, be performed or paid by the Trustee, and, in that event, the Trustee shall be immediately reimbursed by the County for these payments or other performance by the Trustee, with interest thereon at a rate equal to the prime rate of the Trustee at the time the payment is made and as adjusted from time to time thereafter until so reimbursed.

Section 5.9 Financial Statements. If such information is not otherwise publicly available, the County agrees that it will furnish to the Trustee at such reasonable times as the Trustee may request, current financial statements (including, without limitation, the County's annual budget as submitted or approved) and further agrees that it will permit the Trustee or its respective agent and representative to inspect the County's books and records and make extracts therefrom. The County represents and warrants to the Trustee that (1) all financial statements which have been or may be delivered or otherwise made available to the Trustee do and will fairly and accurately reflect the County's financial condition and (2) there has been no material adverse change, as of the date of execution of this Contract, in the County's financial condition from the condition as reflected in the financial statements for the Fiscal Year ended June 30, 2020. The Trustee shall have no duty to review or analyze any such financial statements it requests to be provided to it and shall hold such financial statements solely as a repository for the benefit of the Bondholders. The Trustee shall not be deemed to have notice of any information contained therein or event of default which may be disclosed in any manner therein. The County further agrees that it will furnish a copy of its most recent audited financial statements to any Owner of the Bonds on written request therefor.

Section 5.10 Property Insurance. The County shall continually maintain or cause to be maintained insurance to the full insurable value of the Mortgaged Property against, to the extent commercially available at a reasonable cost, loss by fire, wind damage, hazards customarily included in the term "extended coverage" with responsible and reputable insurance companies and shall promptly pay all premiums therefor when due. All insurance policies and renewals thereof shall name the Corporation and the Trustee as parties insured thereunder, as the respective interests of each of such parties may appear, and have attached thereto a mortgagee long form loss payable clause in favor of the Trustee, and provide that no such policy can lapse or be canceled, substantially modified or terminated without at least 30 days prior notice to the Trustee and that any loss payable thereunder shall be made payable and shall be applied as provided in Article VII. In the event of loss, the County shall give immediate notice by mail to the Trustee, who may, but shall not be obligated to, make proof of loss. In the event of a foreclosure of the Deed of Trust or other transfer of title to the Mortgaged Property, all right, title and interest of the County in any insurance policies then in force shall pass to the Trustee. Additionally, during the term of this Contract, the County shall continually maintain standard liability insurance as is customarily maintained by like entities with respect to facilities similar to the Mortgaged Property.

The County may provide for and maintain the insurance required under this Contract partially or wholly by means of an adequate risk retention fund. Reserves for a risk retention fund shall be determined by using actuarial principles. Any risk retention fund shall be reviewed annually by the County's risk manager or an independent insurance consultant or actuarial consultant. The Trustee may rely on a letter of the County's risk manager or an independent insurance consultant or actuarial consultant as to the adequacy of any risk retention fund. The Trustee has made no evaluation as to the sufficiency of the insurance requirements set forth herein.

[END OF ARTICLE V]

ARTICLE VI
TITLE; LIENS

Section 6.1 Title. Title to the Mortgaged Property and any and all additions, repairs, replacements or modifications thereto shall be in the County from and after the date of execution and delivery of this Contract. The County shall own the Mortgaged Property free and clear of any lien or security interest created by this Contract and the Deed of Trust, as applicable, on the repayment in full of the Purchase Price and the payment of all other amounts due hereunder. The County shall deliver to the Trustee the Deed of Trust simultaneously with the execution and delivery of this Contract and shall cause the Deed of Trust to be recorded in the Dare County Registry. On payment in full of all of the County's obligations hereunder, including the Purchase Price and all other payments due hereunder, the Corporation or its assignee, at the County's expense and request, shall discharge the Indenture and release the lien on the Mortgaged Property, at which time this Contract will terminate.

Section 6.2 Liens. The County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to Mortgaged Property or any interest therein, except for (1) the lien and security interest of the Corporation and the Trustee in the Deed of Trust and as otherwise permitted therein; (2) utility, access and other easements and rights of way, restrictions and exceptions which do not interfere with or impair the intended use of the Mortgaged Property; (3) any lease permitted by Section 13.1 of this Contract; and (4) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Mortgaged Property and as do not materially impair title to the Mortgaged Property. The County shall promptly, at its own expense, take such action as may be necessary duly to discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The County shall reimburse the Corporation for any expense incurred by it to discharge or remove any such mortgage, pledge, lien, security interest, charge, encumbrance or claim.

[END OF ARTICLE VI]

ARTICLE VII
DAMAGE, DESTRUCTION AND LOSS OR THEFT OF MORTGAGED PROPERTY;
NET PROCEEDS

Section 7.1 **Damage, Destruction or Condemnation.** If, during the term hereof, (1) any portion of the Mortgaged Property is destroyed or damaged by fire or other casualty; (2) title to or the temporary or permanent use of any portion of the Mortgaged Property or the estate of the County or the Corporation or its assignee in any portion of the Mortgaged Property is taken under the power of eminent domain by any governmental authority; (3) a material defect in construction of any portion of the Mortgaged Property becomes apparent; or (4) title to or the use of any portion of the Mortgaged Property is lost by reason of a defect in title thereto, then the County continues to be obligated, subject to the provisions of Section 7.2, to pay the amounts specified in Section 3.1 at the respective times required.

Section 7.2 **Obligation of the County to Repair and Replace the Mortgaged Property.** Subject to the provisions of Section 7.3, the Trustee shall cause the Net Proceeds of any insurance policies, performance or payment bonds, if any, condemnation awards or Net Proceeds made available by reason of any occurrence described in Section 7.1, to be deposited in a separate fund held by the Trustee. Except as set forth in Section 7.3, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Mortgaged Property on receipt of requisitions approved by a County Representative stating with respect to each payment to be made: (a) the requisition number; (b) the name and address of the person, firm or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the Acquisition and Construction Fund or such separate fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Trustee shall cooperate with the County in the administration of such separate fund and shall not unreasonably withhold its approval of requisitions under this Section 7.2. The Trustee shall be fully protecting in releasing amounts approved by the County Representative and the Trustee has no duty or obligation to determine whether or not any such requisitioned amounts are appropriate. If the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Mortgaged Property, the County may complete the work and pay any cost in excess of the amount of the Net Proceeds, and the County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to the provisions of this Section 7.2, the County is not entitled to any reimbursement therefor from the Corporation, the Trustee or the Owners nor is the County entitled to any diminution of the amounts payable under Section 3.1. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the County, subject to the Deed of Trust to the extent it relates to the Mortgaged Property, and shall be included as part of the Mortgaged Property under this Contract.

Section 7.3 **Discharge of the Obligation of the County to Repair the Mortgaged Property.** On the occurrence of an event described in Section 7.1 with respect to the Mortgaged Property, the County may elect not to repair, restore, improve or replace the affected portion of the Mortgaged Property if (1) (a) the Net Proceeds are less than \$1,000,000 and (b) a County Representative certifies to the Corporation that such Net Proceeds are not necessary to restore the affected portion of the Mortgaged Property to its intended use or (2) the County uses the Net Proceeds, together with any other available funds of the County that may be necessary, to redeem or defease all of the Outstanding Bonds in accordance with the terms of the Indenture. In such event, the County shall direct the Trustee to either deposit such Net Proceeds in the Bond Fund to be applied toward the next payment of principal and interest with respect to the Bonds or in the Prepayment Fund or an escrow fund to effect the redemption or defeasance of the Outstanding Bonds, as the case may be.

Within 90 days of the occurrence of an event specified in Section 7.1, the County shall commence the repair, restoration, modification, improvement or replacement of the Mortgaged Property, or shall elect, by written notice to the Trustee, to proceed under the provisions of the immediately preceding paragraph. For purposes of this Section, “commence” shall include the retention of an architect or engineer in anticipation of repair, restoration, modification, improvement or replacement of the Mortgaged Property.

Section 7.4 Cooperation of the Corporation. The Corporation shall cooperate fully with the County and the Trustee in filing any proof of loss with respect to any insurance policy covering the events described in Section 7.1, and hereby assigns to the Trustee any interest it may have in such policies or rights of action for such purposes. In no event shall the Corporation or the County voluntarily settle, or consent to the settlement of, any proceeding arising out of any such insurance claim with respect to the Mortgaged Property without the written consent of the other.

[END OF ARTICLE VII]

ARTICLE VIII
REPRESENTATIONS, WARRANTIES AND COVENANTS
OF THE COUNTY AND THE CORPORATION

Section 8.1 ***Representations, Warranties and Covenants of the County.*** The County warrants and represents to the Corporation and to the Trustee for the benefit of the Owners (all such representations and warranties being continuing) that:

(a) The County is a duly organized and validly existing political subdivision of the State and has all powers necessary to enter into the transactions contemplated by this Contract and the Deed of Trust and to carry out its obligations hereunder;

(b) The County agrees that during the term of this Contract it will take no action that would adversely affect its existence as a political subdivision in good standing in the State, cause the County to be consolidated with or merge into another political subdivision of the State or permit one or more other political subdivisions of the State to consolidate with or merge into it, unless the political subdivision of the State created thereby expressly assumes in writing the County's obligations hereunder;

(c) This Contract, the Deed of Trust and all other documents relating hereto and the performance of the County's obligations hereunder and thereunder have been or will be duly and validly authorized, executed and delivered by the County and approved under all laws, regulations and procedures applicable to the County and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute valid, legal and binding obligations of the County, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and such principles of equity as a court having jurisdiction may impose;

(d) No approval or consent is required from any governmental authority with respect to the entering into or performance by the County of this Contract, the Deed of Trust and all other documents related thereto and the transactions contemplated hereby and thereby or if such approvals are required, they will be duly obtained;

(e) Except as disclosed by the County in writing to the Corporation and the Trustee, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the County's knowledge, threatened, against or affecting the County challenging the validity or enforceability of this Contract, the Deed of Trust or any other documents relating hereto and the performance of the County's obligations hereunder and thereunder, and compliance with the provisions hereof or thereof, under the circumstances contemplated hereby or thereby, does not and will not in any material respect conflict with, constitute on the part of the County a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the County (except as contemplated herein or therein) pursuant to any agreement or other instrument to which the County is a party, or any existing law, regulation, court order or consent decree to which the County is subject;

(f) Neither the execution and delivery of this Contract or the Deed of Trust or the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions hereof or thereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound or constitutes a default under any of the foregoing, nor conflicts with or results in a violation of any provision of applicable law or regulation

governing the County and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect;

(g) The County is vested with fee simple title to the Mortgaged Property free and clear of any liens or encumbrances other than the lien created by the Deed of Trust and the other liens permitted hereby and thereby;

(h) The resolutions relating to the performance by the County of this Contract, the Deed of Trust and the transactions contemplated hereby and thereby, have been duly adopted, are in full force and effect, and have not been in any respect modified, revoked or rescinded;

(i) The Projects are essential to the proper, efficient and economical operation of the County and the delivery of its services, and the Projects provide essential uses and permit the County to carry out public functions that it is authorized by law to perform;

(j) The County reasonably believes funds will be available to satisfy all of its obligations hereunder;

(k) The County shall (1) cause its Budget Officer, as statutorily defined, to include the Installment Payments and the reasonably estimated Additional Payments coming due in each Fiscal Year in the corresponding annual budget request, (2) require that the deletion of such funds from the County's final budget or any amended budget be made only pursuant to an express resolution of the Board of Commissioners which explains the reason for such action and (3) deliver notice to the Trustee and the LGC within five days after the adoption by the Board of Commissioners of the resolution described in clause (2) above. Nothing contained in this paragraph (k) obligates the County to appropriate money contained in the proposed budget for the payment of Installment Payments and reasonably estimated Additional Payments coming due under this Contract;

(l) Money appropriated by the County to make Installment Payments in any Fiscal Year shall be used for no other purpose;

(m) The County agrees, in accordance with Rule 15c2-12 (the "*Rule*") promulgated by the Securities and Exchange Commission (the "*SEC*"), to provide to the Municipal Securities Rulemaking Board (the "*MSRB*");

(1) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2021, the audited financial statements of the County for such Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the County for such Fiscal Year to be replaced subsequently by audited financial statements of the County to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2021, the financial and statistical data as of a date not earlier than the end of such Fiscal Year for the type of information included under the captions [**"THE COUNTY - Debt Information"** and **"- Tax Information"** (including subheadings thereunder) in the Official Statement dated December [___], 2020 with respect to the 2021 Bonds (excluding, in each case, any information on overlapping or underlying units), to the extent such items are not included in the audited financial statements referred to in paragraph (1) above;]

(3) in a timely manner not in excess of 10 Business Days after the occurrence of the event, notice of any of the following events with respect to the 2021 Bonds:

- (A) principal and interest payment delinquencies;
- (B) non-payment related defaults, if material;
- (C) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (D) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (E) substitution of any credit or liquidity providers, or their failure to perform;
- (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2021 Bonds or other material events affecting the tax status of the 2021 Bonds;
- (G) modification of the rights of the Beneficial Owners of the 2021 Bonds, if material;
- (H) call of any of the 2021 Bonds, if material, and tender offers;
- (I) defeasance of any of the 2021 Bonds;
- (J) release, substitution or sale of any property securing repayment of the 2021 Bonds, if material;
- (K) rating changes;
- (L) bankruptcy, insolvency, receivership or similar event of the County;
- (M) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;
- (N) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (O) incurrence of a financial obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect security holders, if material; and

(P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties; and

(4) in a timely manner, notice of a failure of the County to provide required annual financial information described in (1) or (2) above on or before the date specified.

For purposes of this Article, “financial obligation” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

The County agrees that its undertaking under this paragraph is intended to be for the benefit of the Owners and the beneficial owners of the 2021 Bonds and is enforceable by the Trustee or by any of them, including an action for specific performance of the County’s obligations under this paragraph, but a failure to comply will not be an Event of Default under Section 12.1 of this Contract and will not result in acceleration of the principal component of Installment Payments. An action must be instituted, had and maintained in the manner provided in this paragraph for the benefit of all of the Owners and beneficial owners of the 2021 Bonds.

The County may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, but:

(1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the County;

(2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances;

(3) any such modification does not materially impair the interest of the Owners or the beneficial owners, as determined by nationally recognized bond counsel or by the approving vote of the Owners of a majority in principal amount of the 2021 Bonds pursuant to Section 9.5 of the Indenture as may be amended from time to time.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

All documents provided to the MSRB as described above are to be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The County may discharge its undertaking described above by transmitting those documents or notices in a manner subsequently required by the SEC in lieu of the manner described above.

The provisions of this paragraph terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest with respect to the 2021 Bonds.

Section 8.2 Warranties and Representations of the Corporation. The Corporation warrants and represents to the County (all such warranties and representations continuing) that:

(a) The Corporation is a nonprofit corporation duly organized, existing and in good standing under and by virtue of the laws of the State, has the power to enter into this Contract and the Indenture, and has duly authorized the execution and delivery of this Contract and the Indenture;

(b) The Corporation has duly authorized this Contract and the Indenture and has caused each to be executed on its behalf in accordance with the laws of the State;

(c) Neither the execution and delivery of this Contract or the Indenture, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the charter or bylaws of the Corporation or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing; and

(d) To the best of the Corporation's knowledge after due and reasonable investigation, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board, or body pending or threatened against or affecting the Corporation challenging the validity or enforceability of this Contract, the Indenture or any other documents relating hereto and the performance of the Corporation's obligations hereunder and thereunder.

[END OF ARTICLE VIII]

ARTICLE IX
TAX COVENANTS AND REPRESENTATIONS

The County covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest portion of the Installment Payments created by this Contract and allocable to the 2021 Bonds under Section 103 of the Code.

The County will not directly or indirectly use or permit the use of any proceeds of any fund created under the Indenture allocable to the 2021 Bonds, or take or omit to take any action that would cause the obligation created by this Contract and allocable to the 2021 Bonds to be an “arbitrage bond” within the meaning of Section 148(a) of the Code. To that end, the County and the Corporation have executed the Tax Certificate and will comply with all requirements of Section 148 of the Code to the extent applicable. The County further represents and covenants that the Installment Payments created by this Contract and allocable to the 2021 Bonds are not and will not constitute a “private activity bond” as defined in Section 141 of the Code.

Without limiting the generality of the foregoing, the County agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created by this Contract and allocable to the 2021 Bonds from time to time. This covenant shall survive the payment in full of all Installment Payments under this Contract.

Notwithstanding any provision of this Article, (1) this Article shall not apply to the extent that the interest portion of the Installment Payments created under this Contract is not intended to be excludable from gross income for federal income tax purposes under Section 103 of the Code and (2) if the County shall provide to the Trustee an opinion of nationally recognized bond counsel to the effect that any action required under this Section or the Tax Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the obligations created by this Contract and allocable to the 2021 Bonds pursuant to Section 103 of the Code, the County, the Corporation and the Trustee may rely conclusively on such opinion in complying with the provisions hereof.

[END OF ARTICLE IX]

ARTICLE X
INDEMNIFICATION

To the extent permitted by applicable law and Article XIV, the County hereby agrees to indemnify, protect and save the Corporation, the LGC, the Trustee and any member, director, officer, agent or employee of the foregoing harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting, directly or indirectly, from the Projects or from the Indenture, the Deed of Trust and this Contract or from the County's performance under each of said documents, including, without limitation, the possession, condition or use of the Projects. The indemnification arising under this Article shall continue in full force and effect notwithstanding the payment in full of all obligations under this Contract.

[END OF ARTICLE X]

ARTICLE XI
DISCLAIMER OF WARRANTIES

THE CORPORATION AND THE TRUSTEE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECTS OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROJECTS.

[END OF ARTICLE XI]

ARTICLE XII
DEFAULT AND REMEDIES

Section 12.1 *Definition of Event of Default.* The County shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an “*Event of Default*”):

(a) The County fails to make any Installment Payment on the date such Installment Payment is due hereunder;

(b) The County fails to budget and appropriate money sufficient to pay all Installment Payments and the reasonably estimated Additional Payments coming due in any Fiscal Year;

(c) The County fails to perform or observe any term, condition or covenant of this Contract on its part to be observed or performed, other than as referred to in (a) or (b) above, or of the Deed of Trust on its part to be observed or performed, or breaches any warranty by the County herein or therein contained, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Trustee unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure cannot be corrected within the stated period, the Trustee will not unreasonably withhold consent for an extension;

(d) Any bankruptcy, insolvency or reorganization proceedings or similar litigation, is instituted by the County, or a receiver, custodian or similar officer is appointed for the County or any of its property, and such proceedings or appointments are not vacated or fully stayed within 90 days after the institution or occurrence thereof; or

(e) Any representation or statement made by the County herein, in the Deed of Trust or in any other document executed or delivered in connection herewith is found to be incorrect or misleading in any material respect on the date made.

Section 12.2 *Remedies on Default.* On the occurrence of any Event of Default, the Trustee may, and if required by a majority in aggregate principal amount of the Owners of the Bonds, the Trustee shall, to the extent permitted by applicable law and Article XIV, exercise any one or more of the following remedies as the Trustee shall elect or as shall be directed by a majority in aggregate principal amount of the Owners of the Bonds:

(a) Declare the unpaid portion of the principal and interest components of Installment Payments immediately due and payable without notice or demand to the County;

(b) Proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Contract or to recover for the breach thereof; or

(c) Exercise or direct the Deed of Trust trustee to exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State and the general laws of the State with respect to the enforcement of the security interest granted or reserved under this Contract and the Deed of Trust including, without limitation, to the extent permitted by law, re-enter and take possession of the Mortgaged Property without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the County, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys’ fees, incurred with the recovery, repair, storage and

other sale, lease, sublease or other disposition, toward the balance due under this Contract and, thereafter, shall pay any remaining proceeds to the County.

Notwithstanding any other provisions herein, it is the intent of the parties hereto to comply with General Statutes of North Carolina Section 160A-20. No deficiency judgment may be rendered against the County in violation of Section 160A-20 including, without limitation, any deficiency judgment for amounts that may be owed hereunder when the sale of all or any portion of the Mortgaged Property is insufficient to produce enough money to pay in full all remaining obligations under this Contract. To the extent of any conflict between this paragraph and any other provision of this Article XII, this paragraph shall take priority. This Section 12.2 in no way limits the provisions of Article XIV.

Section 12.3 Further Remedies. Notwithstanding the occurrence of an Event of Default hereunder and the exercise of any or all of the remedies listed in Section 12.2, this Contract shall remain in full force and effect and the County, to the extent permitted by applicable law and subject to Article XIV, shall be and remain liable for the full performance of all its obligations hereunder. All remedies of the Trustee are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy.

[END OF ARTICLE XII]

ARTICLE XIII
ASSIGNMENT

Section 13.1 Assignment by the County. The County may not sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance on or against any interest in this Contract or the Mortgaged Property (except for Permitted Encumbrances under Section 6.2) without the prior written consent of the Trustee. Notwithstanding the foregoing, the County may lease all or a portion of the Mortgaged Property subject to the following conditions:

- (a) the obligation of the County to make Installment Payments and Additional Payments under this Contract will remain obligations of the County;
- (b) the County will furnish or cause to be furnished to the Trustee a true and complete copy of such lease at least 30 days before the execution and delivery of any such lease;
- (c) no lease will cause the interest component of Installment Payments relating to any Bonds intended to be excludable from gross income of the recipient thereof for federal income tax purposes to become includable in gross income for federal income tax purposes; and
- (d) the Trustee may request to receive an opinion of Counsel to the County to the effect that such lease is subordinate in all respects to the lien of the Deed of Trust and that such lease is subject to immediate termination at the direction of the Trustee following an Event of Default by the County under this Contract.

Section 13.2 Assignment by the Corporation. The Corporation has assigned all of its interest in the Mortgaged Property and this Contract (other than its rights under Article X, certain notice rights and those Additional Payments payable to the Corporation under this Contract), including without limitation, the Corporation's rights to receive the Installment Payments, to the Trustee.

[END OF ARTICLE XIII]

ARTICLE XIV
LIMITED OBLIGATION OF THE COUNTY

Notwithstanding any provision of this Contract, the Indenture or the Deed of Trust which may be to the contrary, no provision of this Contract, the Indenture or the Deed of Trust shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of the constitution of the State. No provision of this Contract, the Indenture or the Deed of Trust shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of the constitution of the State. This Contract, the Indenture and the Deed of Trust shall not directly or indirectly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any Fiscal Year in which this Contract is in effect; provided, however, any failure or refusal by the County to appropriate funds which results in the failure by the County to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Contract, and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any money due under this Contract. No provision of this Contract, the Indenture, or the Deed of Trust shall be construed to pledge or to create a lien on any class or source of the County's money, nor shall any provision of this Contract, the Indenture or the Deed of Trust restrict the future issuance of any of the County's bonds or obligations payable from any class or source of the County's money. To the extent of any conflict between this Article XIV and any other provision of this Contract, the Indenture or the Deed of Trust, this Article shall take priority.

[END OF ARTICLE XIV]

ARTICLE XV
JOINDER BY THE TRUSTEE

The Trustee hereby executes this Contract to signify its agreement to be bound by the terms of this Contract applicable to it. The County and the Corporation acknowledge and agree that the Trustee shall be entitled to enforce and to benefit from the terms and conditions of this Contract.

[END OF ARTICLE XV]

**ARTICLE XVI
MISCELLANEOUS**

Section 16.1 Waiver. No covenant or condition of this Contract can be waived except by the written consent of the Corporation and the Trustee. Any failure of the Corporation or the Trustee to require strict performance by the County or any waiver by the Corporation or the Trustee of any terms, covenants or contracts herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or contract herein.

Section 16.2 County's Acceptance of Rights and Responsibilities Under the Indenture. The County accepts all responsibilities assigned to it under and pursuant to the Indenture.

Section 16.3 Severability. If any portion of this Contract other than Article XIV is determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Contract shall continue in full force and effect.

Section 16.4 Governing Law. This Contract is to be construed, interpreted and enforced in accordance with the laws of the State.

Section 16.5 Notices. All notices, certificates or other communications are sufficiently given and shall be deemed given when delivered by Electronic Means or mailed by certified or registered mail, postage prepaid, as follows:

If to the County: County of Dare, North Carolina
PO Box 1000 (U.S. Mail)
954 Marshall C. Collins Drive (Physical Address)
Manteo, NC 27954
Attention: County Manager

If to the Corporation: Dare County Public Facilities Corporation
PO Box 1000 (U.S. Mail)
954 Marshall C. Collins Drive (Physical Address)
Manteo, NC 27954
Attention: President

If to the Trustee: The Bank of New York Mellon Trust Company, N.A.,
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256
Attention: Corporate Trust – Carolinas Unit

The Corporation, the County and the Trustee may, by written notice to the others, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 16.6 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

Section 16.7 Entire Contract. This Contract, together with the schedules and Exhibits hereto, constitutes the entire contract between the parties and this Contract may not be modified, amended, altered or changed except by written contract signed by the parties.

Section 16.8 Binding Effect. Subject to the specific provisions of this Contract, this Contract is binding on and inures to the benefit of the parties and their respective successors and assigns (including expressly any successor of the Trustee).

Section 16.9 Time. Time is of the essence of this Contract and each and all of its provisions.

Section 16.10 Payments. If the date for making payment, or the last date for performance of any act or the exercising of any right, as provided in this Contract, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Contract, and no interest shall accrue for the period after such nominal date.

Section 16.11 Covenants of County, Corporation or LGC not Covenants of Officials Individually. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, director, agent, officer or employee of the County, the Corporation or the LGC in his individual capacity, and neither the members of the Board of Commissioners, the Board of Directors of the Corporation, the members of the LGC nor any other member, director, agent, officer or employee of the County, the Corporation or the LGC shall be subject to any personal liability or accountability by reason of the execution and delivery of the Bonds. No member of the Board of Commissioners, the Board of Directors of the Corporation, the LGC nor any agent, officer or employee of the County, the Corporation or the LGC shall incur any personal liability under this Contract.

Section 16.12 Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Bond Fund, the Acquisition and Construction Fund, the Prepayment Fund or any other fund or account created under the Indenture other than the Rebate Fund, on termination of this Contract and the Indenture, and after payment in full of the Bonds (or provision for payment thereof having been duly made in accordance with the provisions of this Contract or the Indenture) and fees and expenses of the Trustee in accordance with this Contract and the Indenture, shall be paid to the County by the Trustee as an overpayment of Installment Payments in accordance with the terms of the Indenture.

Section 16.13 Amendments to this Contract. This Contract may not be amended by the parties hereto except in accordance with Article IX of the Indenture. In addition, no amendment to this Contract which would increase the amount or maturity of Bonds Outstanding or the interest rate with respect thereto is effective until it is approved by the LGC.

Section 16.14 Execution in Counterparts; Electronic Signature. This Contract may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Contract delivered by facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of a manual signed copy of this Contract. This Contract and related documents may be sent and stored by electronic means.

[END OF ARTICLE XVI]

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

DARE COUNTY PUBLIC FACILITIES CORPORATION

By: _____
Robert L. Outten
President

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

[COUNTERPART SIGNATURE PAGE TO THE INSTALLMENT FINANCING CONTRACT
DATED AS OF FEBRUARY 1, 2021, BETWEEN DARE COUNTY PUBLIC FACILITIES CORPORATION
AND THE COUNTY OF DARE, NORTH CAROLINA]

COUNTY OF DARE, NORTH CAROLINA

By: _____
Robert L. Outten
County Manager

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

[COUNTERPART SIGNATURE PAGE TO THE INSTALLMENT FINANCING CONTRACT
DATED AS OF FEBRUARY 1, 2021, BETWEEN DARE COUNTY PUBLIC FACILITIES CORPORATION
AND THE COUNTY OF DARE, NORTH CAROLINA]

Consented to and Accepted:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Vice President

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO THE INSTALLMENT FINANCING CONTRACT
DATED AS OF FEBRUARY 1, 2021, BETWEEN DARE COUNTY PUBLIC FACILITIES CORPORATION
AND THE COUNTY OF DARE, NORTH CAROLINA]

THIS CONTRACT HAS BEEN
APPROVED UNDER THE PROVISIONS
OF THE NORTH CAROLINA GENERAL
STATUTES, § 159-152.

Secretary of the Local Government Commission

INSTALLMENT PAYMENT SCHEDULE

2021 BONDS

<u>DATE</u>	<u>PRINCIPAL COMPONENT</u>	<u>INTEREST COMPONENT</u>	<u>TOTAL PAYMENT</u>
-------------	--------------------------------	-------------------------------	--------------------------

EXHIBIT A

**FORM OF REQUISITION
ACQUISITION AND CONSTRUCTION FUND**

The Bank of New York Mellon Trust Company, N.A,
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256
Attention: Corporate Trust – Carolinas Unit

Re: Direction to Make Disbursements from the Acquisition and Construction Fund

Ladies and Gentlemen:

Pursuant to Section 3.11 of the Indenture of Trust dated as of February 1, 2021 (the “*Indenture*”) between Dare County Public Facilities Corporation (the “*Corporation*”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “*Trustee*”), and Section 4.2 of the Installment Financing Contract dated as of February 1, 2021 (the “*Contract*”) between the Corporation and the County of Dare, North Carolina (the “*County*”), you are hereby directed to disburse from the 2021 Account of the Acquisition and Construction Fund referred to in the Indenture (the “*Acquisition and Construction Fund*”) the amount indicated below.

The undersigned hereby certifies:

1. This is requisition number _____ from the 2021 Account of the Acquisition and Construction Fund.

2. The name and address of the person, firm or corporation to whom the disbursement is due is as follows:

3. The amount to be disbursed is \$_____.

4. The purpose of the disbursement is to _____.

5. The disbursement herein requested is for an obligation properly incurred, is a proper charge against the 2021 Account of the Acquisition and Construction Fund and has not been the basis of any previous disbursement.

Dated this ____ day of _____, 20__.

COUNTY OF DARE, NORTH CAROLINA

By: _____
County Representative



Presentation of County Service Pins - December 7, 2020

Description

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

1. Elizabeth Reilly, Director, Human Resources, 10 Year Pin
2. Jeff Deringer, Major Deputy Sheriff, 10 Year Pin
3. Doug Doughtie, Dare County Sheriff, 10 Year Pin
4. Jill Liverman, Public Health Nurse II, 10 Year Pin
5. Erick Portilla, Sr. Custodian, 10 Year Pin
6. David Saffell, Sergeant Deputy Sheriff, 15 Year Pin
7. Dustin Walston, Deputy Sheriff, 15 Year Pin

Board Action Requested

None

Item Presenter

Robert Outten, County Manager



*Dare County Tourism Board Request Consent
Expenditure from Short Term Unappropriated Line Item 4999*

Description

Request consent to award Tourism Impact Grant Awards totaling \$814,640.00 to Hatteras Community Center District, the Towns of Kill Devil Hills, Nags Head, and Manteo, North Carolina Coastal Federation, and the Outer Banks Gun Club.

Project descriptions attached.

Board Action Requested

Consent for expenditures totaling \$814,640.00 for Tourism Impact Grant Awards from the Short Term Unappropriated Line Item 4999

Item Presenter

Lee Nettles, Executive Director, Outer Banks Visitors Bureau

Organization	Project	Project Amount	<i>Requested Amount</i>	Recommended Amount
Hatteras Community Center District	<p>Hatteras Village Multi-Modal Pathway Construct a 3.19 mile, 5 foot wide loop along Highway 12 and Eagle Pass Road through Hatteras Village. The pathway will allow for pedestrians and bikers to get off the crowded streets through the Village and provide a safe route between businesses, accommodations, attractions, recreational activities and the ferry dock.</p>	\$1,005,360.00	\$400,000.00	\$342,640.00
Kill Devil Hills (Town of)	<p>Meekins Field Community Park Redevelop Meekins Field into a center piece of recreation in Kill Devil Hills to include two multi-use playing fields, playground equipment, three picnic shelters, restroom facilities, splash pad, walking paths, tennis courts, an art wall, expanded parking and upgraded lighting and irrigation</p>	\$878,142.88	\$300,000.00	\$200,000.00
Manteo (Town of)	<p>Manteo Town Common, Phase II Phase II will include construction of restrooms, informational kiosks, seating and other amenities including Wi-Fi service.</p>	\$480,000.00	\$240,000.00	\$150,000.00
Nags Head (Town of)	<p>Sidewalk at Admiral Street Construct a safe pedestrian connection (400 linear feet of 5 feet wide sidewalk) along the north side of Admiral Street by the MP10.5 Shoppes Access from the traffic light at Highway 158 to Wrightsville Avenue.</p>	\$40,000.00	\$40,000.00	\$40,000.00
Nags Head (Town of)	<p>Nags Head Skate Park Redesign and installation of new skate park elements on the western half of the skate park to better incorporate functional public art and accommodate all abilities and ages.</p>	\$180,000.00	\$125,000.00	\$30,000.00

Organization	Project	Project Amount	<i>Requested Amount</i>	Recommended Amount
North Carolina Coastal Federation	<p>Environmental Improvements to Baum Bridge Boating Area</p> <p>Replace part of the parking lot as Pervious Concrete and install Pervious Geogrid pavement area to protect and restore water quality and minimize the negative impacts of the boating access on the waters of the Roanoke Sound.</p>	\$495,425.00	\$80,850.00	\$40,000.00
Outer Banks Gun Club	<p>Range Improvements</p> <p>This project would replace security cameras to maintain a safe shooting environment; install a parking area to help avoid parking on the soft grass or muddy areas; install a concrete pad on the new Trap field; and install a carport structure to provide comfort to visitors waiting at the range.</p>	\$12,864.00	\$12,864.00	\$12,000.00



Chapter 160D - NC Land Use Laws

Description

In 2019, the North Carolina General Assembly adopted legislation that updated and combined the various statutes on planning, zoning, and building codes. These regulations are now found under Chapter 160D of the NC General Statutes. The standards require all local governments in North Carolina to revise their land use ordinances to ensure consistency with Chapter 160D. Local governments have until July 1, 2021 to update their local regulations and I have begun work on the necessary amendments that will be needed. The attached staff report outlines the amendments I have identified so far. This list may grow as work progresses. Public hearings will be required before the amendments can be adopted.

Board Action Requested

Information Item Only

Item Presenter

Donna Creef, Planning Director

Staff Report: Chapter 160D – Land Use Laws for North Carolina
Dare County Board of Commissioners December 7, 2020

From: Donna Creef, Planning Director

In 2019, the North Carolina General Assembly adopted legislation that updated and combined the various statutes on planning, zoning, and building codes. These regulations are now found under Chapter 160D of the NC general statutes. The standards require all local governments in North Carolina to revise their land use ordinances to ensure consistency with Chapter 160D. Local governments have until July 1, 2021 to update their local regulations and I have begun work on the necessary amendments that will be needed.

Most of the changes required by Chapter 160D are technical and procedural in nature. Others, such as the broadened conflict of interest standards are of a more substantive nature. Failure to update our ordinances puts us at risk of legal action for any permit decisions issued by the Board of Commissioners and at the staff level. The state regulations supersede local regulations and will apply whether or not we make any changes. It is a good practice to have the local regulations in sync with the state laws to avoid confusion and to provide clarity in our processes and procedures.

OUTLINE OF AMENDMENTS

Zoning Ordinance and Subdivision Ordinance

1. Conditional use permits will be referred to as special use permits. All references to conditional use permit and special exception must be deleted for consistency. This will require amendments to numerous sections of Zoning Ordinance. The same procedures for permit approval will be followed, they will just be called special use permits instead of conditional use permits. Any CUPs approved already, remain valid. These amendments are terminology, not substantive changes.
2. Definitions in our land use ordinances must be consistent with state law.
3. Local land use regulations cannot set a minimum square footage for structures subject to NC residential building code (single-family and duplex). There are some references in the Subdivision Ordinance for minor subdivision exceptions that include a four-bedroom limitation. These regulations will need to be deleted.
4. Bona fide farms are to be recognized in zoning regulations. Bona fide farms are exempt from local land use regulations.
5. Zoning regulations must state that development approvals run with the land.
6. Wireless communication tower ordinances must be consistent with State laws. This will require updated definitions in our wireless telecommunication regulations and some of the standards may need adjustments.
7. Subdivision ordinances must not require a developer, as a condition of subdivision approval, to bury power lines. There is some general language in the general standards of the Subdivision Ordinance that conflicts with this requirement.

Legislative Decisions (zoning map and text amendments)

1. Notice and adoption procedures must follow state regulations Chapter 160D clarifies who should be notified - abutting and those separated by transportation improvements. Amendments to the Zoning Ordinance to specifically explain the process will be made.
2. Third party down-zoning are prohibited.
3. Written consent of property owner/applicant to conditions on a conditional zoning approval are required.
4. Legislative decisions shall be adopted on first reading of proposed ordinance.

Quasi-Judicial Decisions (Special Use Permits)

1. Statutory procedures for special use permits (Board of Commissioners), appeals of permit decisions (Board of Adjustment) and variances (Board of Adjustment) shall be followed. These procedures shall be provide for evidentiary hearings to gather facts, testimony, and written finding of facts. Amendments to the Zoning Ordinance are needed to better explain the process.
2. Parties with standing to participate shall be allowed to participate but rules may allow non-parties to participate.
3. Written consent of applicant to conditions applied to special use permits is required.
4. Planning boards may serve as preliminary forum on quasi-judicial decisions but their recommendation may not be used as a basis for decision board. Our regulations allow for the Planning Board recommendation but amendments are needed to clarify the Planning Board process on quasi-judicial matters is not binding or to be considered as evidence in decision.

Boards in general and specific to Planning Board and Board of Adjustment

1. Local governments must adopt broadened conflict of interest standards for elected officials and advisory boards.
2. Planning Board and Board of Adjustment shall have procedures for record keeping. Members must take oath of office at time of appointment and upon re-appointment

Administrative Decisions and Enforcement

1. Local governments must adopt conflict of interest standards for planning staff members that issue permit decisions. Procedures for approval of permits/approval when there is a familial relationship have to be established.
2. All development approvals and zoning determinations shall be issued by Planning staff in writing. Procedures shall establishes what parties (property owner, purchaser) can seek development approvals.
3. Notice of violations shall be addressed in conformance with state law (mailing procedures) and other procedural requirements for enforcement of zoning regulations are to be adopted.
4. Planning staff decisions are to be appealed to Board of Adjustment.
5. There is a 30-day period for filing of an appeal of an administrative decision.

Development Agreements and Vested Rights.

1. We do not have development agreement standards and now is the appropriate time to adopt such regulations to ensure consistency with state law. Development agreements are agreements between developers and local government for large-scale projects that take multiple years to develop. We do have vested interest language in Chapter 152 of the Code of Ordinance but this needs to be updated for consistency with state law.

Comprehensive Plan

1. For Dare County, this is the land use plan. Chapter 160D does require plans to be “reasonably maintained”.
2. When acting on legislative decisions, a statement describing whether the action is consistent or inconsistent. Must also adopt a statement of reasonableness for zoning map amendments, not necessary for zoning text amendments.

SUMMARY: The amendments and ordinance updates triggered by Chapter 160D are extensive and will require public hearings before any amendments can be adopted.. Because of the scope of the changes, it may be best to conduct more than one hearing on the amendments instead of one hearing to adopt all of them at one time. I will have a better idea of the best approach as I proceed with this work. Some of the amendments are more procedural in nature and do not represent any change in county policy or process. These procedural amendments may be able to be grouped together with the other more substantive changes reviewed as individual amendments for notice and adoption purposes. At this time , no Board action is necessary. The County Manager and I felt it was a good idea to advise the Board of these needed changes in advance.



Guaranteed Maximum Price for College of the Albemarle Project

Description

Barnhill Contracting opened sub-bids on 11/19 and were able to open 25 of the 30 bid packages. The remaining 5 packages all had bids but not the 3 required to be able to open. Those 5 packages are re-bidding and will be opened on 12/1. The total cost estimate for those 5 packages is \$528,922. The 11/19 bids were \$89,000 less, in total, than the estimate - but scope verification has not yet been completed by Barnhill so the amounts could change.

We expect to distribute to the Board the final guaranteed maximum price, along with recommended bid alternates, on Friday 12/4.

Board Action Requested

The Board will be asked to approve the final guaranteed maximum price and a total project budget for the College of the Albemarle project.

Item Presenter

David Clawson, Finance Director



Designation of Voting Delegates to NCACC Legislative Goals Conference

Description

Biannually, the North Carolina Association of County Commissioners holds a Legislative Goals Conference. This conference will be held through a virtual platform on January 14-15, 2021. The Board is requested to designate a voting delegate for Dare County; and if desired, an alternate voting delegate may be selected.

Board Action Requested

Take Appropriate Action

Item Presenter

County Manager, Robert Outten



Designation of Voting Delegate to NCACC Legislative Goals Conference

January 14-15, 2021 (Thursday – Friday) | *VIA VIRTUAL FORMAT

Each Board of County Commissioners is hereby requested to designate a commissioner or other official as a voting delegate for the 2021 Legislative Goals Conference *(held via Virtual format). Each voting delegate should complete the following statement and **return it to the Association no later than Monday, January 11, 2021.**

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the North Carolina Association of County Commissioners 2021 Legislative Goals Conference.

Voting Delegate Name: _____

Title: _____

In the event the designated voting delegate is unable to attend, _____ has been selected as _____ County's alternate voting delegate.

Alternate Voting Delegate Name: _____

Title: _____

Article VI, Section of the Association's Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please return this form to Alisa Cobb via email by Monday, January 11, 2021 close of business:

Email: alisa.cobb@ncacc.org



*Easement to Town of Nags Head
9013 E. Hunter Street*

Description

The Town of Nags Head has requested the grant of an easement across the County-owned property known as 9013 E. Hunter Street, as part of their preparation in their beach nourishment project.

Board Action Requested

Approve the easement, as attached, and authorize the County Manager to execute.

Item Presenter

Robert Outten, County Manager

Space Above This Line For Recording Data

EASEMENT

Return to Grantee

Excise Tax: \$-0-

Transfer Tax: \$-0-

Parcel #: 007202000

North Carolina, Dare County

THIS EASEMENT, dated _____, 20____, by and between DARE COUNTY, whose mailing address is P O BOX 1000, MANTEO, NC 27954 (the "Owner"), and the TOWN OF NAGS HEAD, a North Carolina municipal corporation, PO Box 99, Nags Head, NC 27959 (the "Town").

Owner is the owner in fee simple of certain real property, situated in the Town of Nags Head, Nags Head Township, Dare County, North Carolina and more particularly described as follows: Property Address: 9013 E HUNTER ST, Nags Head, NC 27959 (the "Property"), and Owner desires to grant a perpetual easement to the Town for the purposes stated below, and Town has agreed to accept such easement from Owner.

NOW, THEREFORE, for a valuable consideration, including the benefits Owner may derive therefrom, the receipt of which is hereby acknowledged, Owner has dedicated, bargained and conveyed and by these presents does hereby dedicate, grant and convey to Town, its successors and assigns, a perpetual, nonexclusive, irrevocable and assignable ambulatory easement and right-of-way in, on, over, through and across the hereinafter described land for use by the Town, its representatives, agents, employees, officials, engineers, consultants, surveyors, contractors, subcontractors, permittees, assignees, and invitees. The easement area shall be that portion of the Property located between (1) the mean high water mark of the Atlantic Ocean, and (2) the seaward toe of the Frontal Dune or Primary Dune. In the absence of a discernable Frontal Dune or Primary Dune, the easement area shall be that portion of the Property located between (3) the mean high water mark of the Atlantic Ocean, and (4) the waterward edge of any Permanent Structure located on the Property as of the date of this Easement. In the absence of a discernable Frontal Dune or Primary Dune or a Permanent Structure, the easement area shall be that portion of the Property located between (5) the mean high water mark of the Atlantic Ocean, and (6) a northern and/or southern extension of the western boundary of the easement area for the property or properties adjoining the Property on the north and/or south whose comparable easement areas have been established using either the Frontal Dune or Primary Dune or a Permanent Structure located on such adjoining property (the "Easement Area"). Owner also grants and conveys to Town a nonexclusive access easement across any portion of the Property for the purpose of permitting Town's inspection and, if necessary, observation, maintenance and repair of the Town's work and activities within the Easement Area (the "Access Easement").

TO HAVE AND HOLD the said easement unto the Town, its successors and assigns, forever. The Town shall have the right to temporarily or permanently assign this easement to the federal, state, or county governments, or any agencies or department thereof or any governmental authority formed to implement beach nourishment, renourishment and/or stabilization on the Ocean Beach in the Town, but only for the purposes set forth in this easement agreement. This easement shall be binding on the Owner, Owner's heirs, successors and assigns, and shall run with the title of the Property in perpetuity. The terms, uses, conditions and restrictions of the Easement are as follows:

1. Town may use the Easement Area periodically to evaluate, survey, inspect, construct, preserve, patrol, protect, operate, maintain, repair, rehabilitate, and replace a public Ocean Beach, a dune system, and other erosion control and storm damage reduction measures, including the right to (a) deposit sand; (b) accomplish any alterations of contours on said land; construct berms and dunes; (c) nourish and renourish periodically; (d) move, store and remove equipment and supplies; (e) erect and remove temporary structures; (f) perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project; (g) plant vegetation on said dunes and berms; (h) erect, maintain and remove silt screens, sand fences and other sand collection measures; (i) facilitate preservation of dunes and vegetation through the limitation of access to dune areas; and (j) trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the boundaries of the Easement Area. Town will not engage in any of the foregoing activities in the Easement Area without holding a permit to do so, to the extent a permit for such activity or activities is required by law.

2. THERE IS RESERVED, HOWEVER, to the Owner, Owner's heirs, successors and assigns, the right to construct an Improved Dune Walkover Access structure within the Easement Area in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, that same are consistent with Town zoning, and that prior approval of the plans and specifications for such structure is obtained from the Town. Such structure shall be subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the work authorized herein. There is further reserved to the Owner, Owner's heirs, successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired.

3. Owner becomes the owner of any sand deposited into the Easement Area by Town at the time of the deposit. Owner acknowledges and agrees that use of the Ocean Beach is subject to traditional public trust rights. Town, its officers, employees, and agents may enter the Easement Area and the Access Easement whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain as may be necessary or convenient thereto. Owner shall in all other respects remain the fee owner of the Property and Easement Area, subject to any existing traditional public trust rights, and may make all lawful uses of the Property not inconsistent with the easements described and conveyed herein. Nothing in this easement shall hinder or impair the Owner's littoral and riparian rights associated with the Owner's Property. The designations Owner and Town shall include the parties, their heirs, successors and assigns. We understand that (a) the Town disclaims any right to access the Easement Area via the portion of the Property not encumbered by the Easement; (b) the Town disclaims any effects on the Easement Area from Acts of God and forces of nature; (c) the Town has no duty or responsibility to repair, restore, or maintain in the future any sand placed on or adjacent to the Easement Area; and (d) the town makes no representation or warranty as to sand volume, if any, to be placed on or adjacent to the Easement Area or the protective effect that any beach nourishment project may provide to the Property.

4. The existence of this Easement shall not prevent Owner from applying for permits from the Town or any other agency to repair or replace a Permanent Structure, to the extent the Town's ordinances or the rules or regulations of any other permitting agency would not otherwise prohibit the proposed repair or replacement for other reasons, and provided that such structure does not violate the integrity of the dune in shape, dimension or function, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the Project.

5. Definitions. The following capitalized terms as used in this Agreement shall have the following meanings:

Accessory Building: A subordinate Building consisting of walls and a roof, the use of which is clearly incidental to that of a Principal Building on the same lot.

Building: Any structure enclosed and isolated by exterior walls and constructed or used for a residence or business. The word Building includes the word Structure.

Frontal Dune: The first mound of sand located landward of the Ocean Beach having sufficient vegetation, height, continuity and configuration to offer protective value.

Improved Dune Walkover Access: A raised walkway constructed for the purpose of providing access to the Ocean Beach from points landward of the dune system.

Ocean Beach: The lands located seaward of the natural indicators of the landward extent of the State's ocean beaches which include, but are not limited to, the first line of stable, natural vegetation; the toe of the frontal dune; and the storm trash line. Ocean Beach includes those lands located above the mean high water mark that may be publicly or privately owned and, for the purposes of this easement, those publicly owned lands located below the mean high water mark out to the three (3) nautical mile extension of State waters.

Owner: The owner of the Property as identified on page 1 of this Easement.

Permanent Structure: A Building, including a Principal Building and any Accessory Building(s), covered decks, swimming pool, and improvements associated with a swimming pool, but not including any uncovered decks or any Improved Dune Walkover Access or any associated gazebos or other improved portions of an Improved Dune Walkover Access.

Primary Dune: The first mound of sand located landward of the Ocean Beach having an elevation equal to the mean flood level (in a storm having a one percent chance of being equaled or exceeded in any given year) for the area plus six feet. The primary dune extends landward to the lowest elevation in the depression behind that same mound of sand (commonly referred to as the dune toe).

Principal Building: A Building in which is conducted the principal use of the lot on which it is located.

Property: The real property described on page 1 of this Easement.

Project: The Town's Beach Nourishment Project.

Town: The Town of Nags Head, a North Carolina municipal corporation.

IN WITNESS WHEREOF, Owner has executed this instrument, the day and year first above written.

(signatures begin on the following page)

EXECUTION AND NOTARY CERTIFICATE FOR AN OWNER WHO IS AN INDIVIDUAL

Owner:

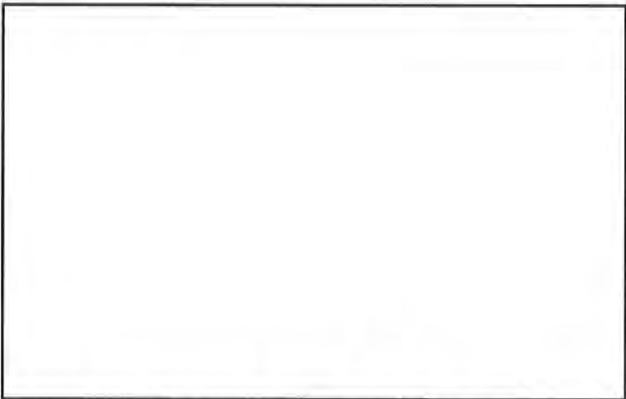
_____ (SEAL)

_____ (SEAL)

State of _____, County or City of _____

I certify that the following person personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____
(names of owner(s)).

Date: _____, 20_____.



Affix Notary Seal Inside This Box

Signature of Notary Public

Typed or printed name of Notary Public

My commission expires: _____

EXECUTION AND NOTARY CERTIFICATE FOR AN OWNER WHO IS A CORPORATION,
LIMITED LIABILITY COMPANY, TRUST, PARTNERSHIP OR OTHER ENTITY

Owner:

Typed or printed name of Owner-Entity

BY: _____
Signature of authorized officer or manager

Typed or printed name and title of person signing

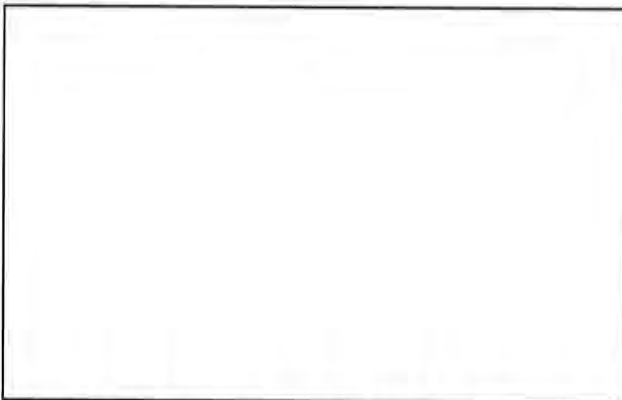
State of _____, County or City of _____

I certify that the following person personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

_____ (Name of Person), the _____
(the Person's Title)

of _____ (name of Owner-entity).

Date: _____, 20_____.



Affix Notary Seal Inside This Box

Signature of Notary Public

Typed or printed name of Notary Public

My commission expires: _____



*Request to sell - 48944 NC Hwy. 12 - Parcel 026511000
Buxton Harbor*

Description

C. Daniel Burrus contacted the County through his agent with an email requesting the County consider selling the subject parcel, at a price of \$20,000, which is a portion of Parcel No. 026511000, containing +/-6,800 square feet.

Board Action Requested

Authorize the sale, approve offer and approve resolution declaring parcel as surplus property.

Item Presenter

Robert Outten, County Manager



**RESOLUTION AUTHORIZING THE DARE COUNTY BOARD OF COMMISSIONERS TO
DECLARE REAL PROPERTY AS SURPLUS
PURSUANT TO G.S. 160A-269**

WHEREAS, Dare County owns certain property, parcel #026511000, containing ±6,800 square feet, with the majority of the site compromised of a water channel and boat basin; and

WHEREAS, G.S. 160-269 allows the Dare County Board of Commissioners to sell real property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the property described above, in the amount of \$20,000, submitted by C. DANIEL BURRUS.

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

1. The County authorizes sale of the property described above through the upset bid procedure of N.C.G.S 160A-269.
2. The Purchasing Agent shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the purchasing agent within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the purchasing agent shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the purchasing agent shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the higher bidder at closing.
7. The terms of the final sale are that
 - The Board must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and
 - The Buyer must pay in full at the time of the closing.

8. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate County officials are authorized to execute the instruments necessary to convey the property to C. DANIEL BURRUS.
10. If a qualifying offer is received, the Board shall move forward with the higher offer.

This the 7th day of December, 2020.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



This map is prepared from data used for the inventory of the real property for tax purposes. Primary information sources such as recorded deeds, plats, wills, and other primary public records should be consulted for verification of the information contained in this map.

48944 Nc 12 HWY
 Buxton NC, 27920
 Parcel: 026511000
 Pin: 052607794490

Owners: Dare County -Primary Owner

Land Value: \$234,400
 Misc Value: \$84,000
 Building Value: \$0
 Total Value: \$318,400

93

Tax District: Buxton
 Subdivision: Subdivision - None
 Lot BLK-Sec: Lot: Blk: Sec:
 Property Use: County Of Dare
 Building Type:
 Year Built:





Consent Agenda

Description

1. Approval of Minutes - November 16, 2020
2. Authorization to Present Service Weapon to Retiring Deputy Sheriff
3. Dare County Transportation TITLE VI Plan - 2020
4. Revised Schedule of Meeting Dates for 2021

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

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

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

5:00 p.m., November 16, 2020

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

Commissioners absent: Rob Ross

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 at www.darenc.com.

At 5:00 p.m., Chairman Woodard called to order the regularly scheduled meeting with the appropriate prior public notice having been given. He read the prayer offered by Father John Hanley and then led the Pledge of Allegiance to the flag.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

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

- He announced Commissioner Ross would be excused from the meeting and requested thoughts and prayers for his wife, who had been hospitalized in Virginia Beach.
- Addressed the growing number of new Covid-19 cases in the County and emphasized the importance of staying informed by visiting the County website or contacting the COVID Hotline at 252-575-5008. On behalf of the Board, he thanked Dr. Sheila Davies and her tireless staff for all they had done and continued to do for the community during the pandemic. To date they had answered over 12,000 phone calls, continued to go the extra mile with daily calls to those who tested positive and helped provide resources to others with various needs brought on by the virus.

ITEM 2 – PUBLIC COMMENTS

At 5:21 p.m. the Manager outlined the procedure for making public comments via email to the Board at dcbooc@darenc.com. The Board received the following comment via email:

1. Charles and Allyson Mitchell, of Avon, voiced opposition to the proposed location of an oyster farm lease in the Pamlico Sound. They cited it could be dangerous for the many kite surfers and recreational water craft which used the area. They also had issue with the oyster farm's visual impact on summer home renters and their overall use and enjoyment of the beach if the oyster farm was permitted.

The County Manager closed Public Comments at 5:22 p.m.

ITEM 3– PUBLIC HEARING – EXTENSION OF TEMPORARY MEASURES FOR RESTAURANTS AND MOBILE FOOD UNITS (Att. # 1)

At 5:22 p.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 the invitation to address the Board on this issue. The County Manager closed the Public Hearing at 5:23 p.m.

The Board had no further questions concerning the extension.

MOTION

Commissioner House motioned to extend the temporary measures for restaurants and mobile units until December 31, 2021.

Commissioners Tobin and Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 4 – REQUEST TO AMEND BLACK DOG HARBOR CONDITIONAL USE PERMIT (Att. #2)

This item was handled as a quasi-judicial proceeding. Prior to offering testimony, the applicant, Mike Filipczak and Donna Creef were duly sworn by the Clerk. Afterward the Planning Director outlined a Conditional Use Permit (CUP) application from Mr. Filipczak. The residential housing development in Salvo had been permit approved in 2004 and was later sold to new developers in 2014. The boat basin with ten boat slips had been originally approved with no commercial activity and currently the boat ramp and slips were for the exclusive use of property owners and guests. The current owner and HOA sought to amend the permit to allow two of the slips for a charter boat company with fishing tours, sunset cruises and charter activities. The hours of operation would be no earlier than 6:00 a.m., end at 10:00 p.m., with parking on the site used by the charter captain and guests. Several letters from HOA members had been received in support of the change. The Planning Board met in October and unanimously approved the changes to the plan.

The County Manager asked the applicant if he agreed to the findings of fact listed in the CUP, the supporting documents on file, and the conditions and the facts presented by the Planning Director. Mr. Filipczak indicated his agreement.

Several of the Commissioners asked if the hours of operation would be better set earlier in the morning, however, Mr. Filipczak commented soundside charters started later, the water depth would preclude offshore charters and the time set would help alleviate concerns voiced by some area neighbors.

MOTION

Commissioner Couch motioned to approve the CUP Amendment for the Black Dog Harbor Group Development and revise Conditions 6 and 7, as recommended by the Planning Board. Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 5 – GARAGE BAND CHARITIES, INC.

Michael Tillett, Richard Quidley and Sara Hole representing the Garage Band Charities thanked everyone who supported and participated in their recent fund-raising events, which had been altered to seventeen locations to accommodate Covid restrictions. They presented donations totaling \$21,060.60 to be used for Dare County youth.

ITEM 6 – ALZHEIMER’S DISEASE AWARENESS MONTH (Att. #3)

A proclamation was presented to the Board by the Outer Banks Dementia Friendly Coalition in support of the members of our community affected by Alzheimer’s disease.

MOTION

Vice-Chairman Overman motioned to proclaim November as Alzheimer’s Disease Awareness Month.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 7 – FAMILY CAREGIVERS MONTH (Att. #4)

The Outer Banks Dementia Friendly Coalition presented a proclamation to the Board to bring awareness of family caregiver issues and celebrate their efforts.

MOTION

Commissioner House motioned to proclaim November as Family Caregiver’s Month.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 8 – MINI BROOKS ACT EXEMPTION FOR ARCHITECTURAL SERVICES FOR AFFORDABLE HOUSING PROJECT

Mr. Outten explained the Mini Brooks Act, would exempt the County from through the RFQ process in the selection of an architect for any affordable housing projects, when the anticipated cost was less than \$50,000.00.

MOTION

Commissioner House motioned to adopt the resolution to exempt the County from the Mini-Brooks Act in the architectural design of essential housing within Dare County in conjunction with the Development Finance Initiative (DFI).

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 9 – MANTEO HIGH SCHOOL ROOF REPLACEMENT PROJECT AMOUNT IN THE SERIES 2021 LIMITED OBLIGATION BONDS

Mr. Clawson presented this item. The Board had included \$1,000,000 for the high school’s roof replacement in the 2021 Capital Improvements Plan. Recent bids had been received which increased the amount by \$12,500. He was working on line item adjustments for other projects and would bring them all to the Board at another meeting.

MOTION

Commissioner Bateman motioned to approve the new amount for the Manteo roof replacement project of \$1,012,500.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 10 – RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA REQUESTING THE RELEASE OF CERTAIN PREMISES RELATED TO LIMITED OBLIGATION BONDS

Mr. Clawson reviewed the Board had previously authorized the County Manager to sell the small triangular parcel next to the COA project site to the adjoining property owner for \$15,000. As the parcel was part of collateral pledged under limited obligation bonds, the Board needed to adopt a resolution to release the parcel as security from the deed of trust.

MOTION

Vice-Chairman Overman motioned to adopt the resolution to have the parcel released from the deed of trust as collateral, which would also authorize the County Manager to sign necessary release documents.

Commissioners Tobin and House seconded the motion.

VOTE: AYES unanimous

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

The resolution presented was the first step in issuance of the limited obligation bonds to finance the COA project, the Health and Human Services modification, the Animal Shelter, the Manteo High School roof replacement, and other capital project plans. There was a not-to-exceed amount of \$34,250,000 with an application deadline of December 1, 2020. The Health and Human Services facility would be pledged as collateral. A public hearing would be scheduled for December 7, 2020.

MOTION

Commissioner Tobin motioned to adopt the Resolution, as presented, which also set a public hearing for December 7, 2020 at 9:30 a.m.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 12 – ACCOUNTING SERVICES AGREEMENT FOR THE SAVING LIVES TASK FORCE NON-PROFIT

An agreement was presented to Board at the request of The Savings Lives Task Force, a non-profit corporation, which would allow the County to hold funds and process accounting transactions for them. The Task Force did not have staff or a bank account and this service was presently being done for the airport, Wanchese and Stumpy Point Community Centers.

MOTION

Commissioner Bateman motioned to approve the agreement presented for The Saving Lives Task Force.

Commissioner Couch and Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

The Board Recessed at 5:57 p.m. and reconvened at 6:01

ITEM 13 – COLLEGE OF THE ALBEMARLE – NAMING OPPORTUNITIES

Mr. Outten presented the COA Foundation’s proposed naming opportunities for the new Dare campus in an effort to raise funds to be used to outfit the project and for future benefit to the campus. He had discussed the opportunity with Amy Alcocer. She had explained David Shufflebarger, Managing Partner of Alexander Haas, had led endowment campaigns for notable clients, churches and other community foundations, both large and small. The benefit of his expertise would bring a winning strategy to raise funds and outfit the college. Commissioner Tobin asked if funds were processed as charitable contributions and the County Manager had confirmed they were.

MOTION

Vice-Chairman Overman motioned to approve the agreement for COA naming opportunities. Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 14 – MANTEO/SHALLOWBAG BAY RANGE 1-5 DREDGE PROJECT

Mr. Outten explained the project was primarily funded by the state, however, Dare County had agreed to lend expertise and management to the task. Range 5, as shown on the provided map, needed to be included in the project. A Shallow Draft Navigation Grant Application would be submitted to aid the funding of dredging the additional breach area. Brent Johnson served as the project’s manager and Mr. Outten praised the great job he had done on this and other projects.

MOTION

Vice-Chairman Overman motioned to approve the contract to start the dredging and approve the grant application.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 15 – 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 (11.02.20) **(Att. #5)**
- 2) Health & Human Services, Public Health – Additional Immunization Funding
- 3) Tax Collector’s Report
- 4) Professional Consulting Services Agreement with Maximus US Services, Inc.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 13 – 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 Bateman

- Thanked all of the candidates who recently ran for public office. He stated whether they won or lost, it took a lot to be a candidate and become subjected to examination and often criticism.

Vice-Chairman Overman

- He applauded the Covid-19 comments made by the Chairman at the start of the meeting. He reminded everyone of the “personal responsibility” connected with the pandemic. It was important in March, when “we were new to the virus” and it remained important today.

Commissioner Tobin

- He went to the NC Beach, Inlet & Waterway Association Conference in Wilmington, which was well attended both virtually and in person. He reported most of the topics were related to beach nourishment and he assisted in a presentation regarding our dredging project. He highlighted the presentation which had been led by Jesse McNinch.
- Provided an update from a recent conference with Conrad Shipyard, Crowley Marine, EJE and Interline Marine regarding the new dredge project. Interline Marine was being considered to provide the dredge quality maintenance. He noted the steel had been ordered for the ship. Additionally, the County’s National Park Service permit has been finalized and was ready for County Manager signature.

Commissioner Couch

- He had attended the NCBIWA conference in Wilmington and also commented on the presentation by Jesse McNinch which theorized how shoreline erosion differs in our area based on Ice Age glacial activity.
- He noted the passing of Betsy Balance Midgette, who survived by her husband Wayne, had been a Manteo High School graduate.
- He wished everyone a good Thanksgiving and enforced remembering the 3 W’s.

Commissioner House

- He reported a lawsuit had been filed in Wake County Superior Court against state regulators over “abject failure” to “properly manage” the state’s coastal resources. He would bring updates to the Board as the matter progressed.
- He noted Oklahoma had been adopted as the 46th state on this day.
- Gave a brief history of the first Thanksgiving, which had lasted for three days and was attended by ninety Native-Americans and fifty pilgrims.
- The Pet of the Week was presented with a reminder given to participate in the “Brick by Brick, Paw after Paw” fundraiser for the new SPCA project. Dorothy Hester added the County website would soon provide promotion of the fundraiser for ease in participation of the event.

MANAGER’S/ATTORNEY’S BUSINESS

Chairman Woodard applauded the Outer Banks Food for Thought. The all-volunteer organization had doubled their outreach during the pandemic by providing over 4,600 bag meals to school children, when schools were closed, along with 9,300 snacks. They received no federal funding, had no paid staff and strictly relied upon the community to help them provide relief to children and those in need of a meal. The Chairman wished everyone a Happy Thanksgiving.

The County Manager Outten reminded the Board of their previous vote and approval to sell a small parcel in the area of the Buxton Harbor. The buyer had offered to buy the remaining highway bordered portion of the site for \$15,000 and had provided an appraisal. Hosea Wilson, the County’s Assessor, had determined the offer was low. It was the consensus of the Board for the County Manager to pursue the matter further.

Mr. Clawson reported the Social Services Director had contacted him and indicated only \$28,000 of the \$60,000 budgeted to supplement their low-income energy assistance program had been spent. With a deadline to use the funds by December 30, 2020, it was requested to authorize the County Manager to change the Interfaith Community Outreach contract and make budget changes to maximize assistance to the area.

MOTION

Vice-Chairman Overman motioned to authorize the County Manager to modify the contract with Interfaith Community Outreach and make changes, as appropriate, to the budgeted amounts for any unused low-income energy assistance funds.

Commissioner House seconded the motion.

VOTE: AYES unanimous

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

MOTION

Commissioner Tobin motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 6:36 p.m., the Board of Commissioners adjourned until 9:00 a.m., December 7, 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.



Authorization to Present Service Weapon to Retiring Deputy Sheriff

Description

Deputy Sheriff Sergeant Glenn Gray is retiring and Sheriff Doughtie requests permission to present his service weapon to him in recognition of his distinguished service as provided in North Carolina General Statute.

Board Action Requested

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

Item Presenter

Sheriff J. D. "Doug" Doughtie



Dare County Transportation TITLE VI Plan – 2020

Description

NCDOT requires Dare County Transportation to update the Title VI non-discrimination plan every three years. The 2017 Title VI plan has been updated in accordance with the September 2020 NCDOT Title VI Plan Template. Sections updated include Service Area Population Characteristics (Section 8), Four-Factor Analysis (pages 28-30), Language Assistance Plan/Measures (page 30), and the Transportation Program Supervisor name and contact information (page 8 and Appendix B).

Board Action Requested

Review and adopt the Dare County Transportation Title VI Plan – 2020. Signature of the Chairman of the Dare County Board of Commissioners is required on pages 2, 5, and 9 of the Plan.

Item Presenter

Sharon Flatt, Dare County Transportation Program Supervisor

Dare County Transportation



Date Adopted
December 7, 2020

Title VI Program Plan



TITLE VI PLAN REVIEW AND ADOPTION

On behalf of the Dare County Board of Commissioners, I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Dare County Board of Commissioners, have **reviewed and hereby adopt** this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end the no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Dare County Transportation System (DCTS) services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the Federal Transit Administration.

Signature of Authorizing Official

DATE

Table of Contents

Title VI Nondiscrimination Agreement	5
1.0 Introduction	6
2.0 Description of Programs and Services	6
2.1 Program(s) and Services Administered.....	6
2.2 Funding Sources / Tables	7
2.3 Decision-Making Process	7
2.4 Title VI Coordinator.....	7
2.5 Change of Title VI Coordinator and/or Head of Decision-making Body	8
2.6 Organizational Chart	8
2.7 Subrecipients	8
3.0 Title VI Nondiscrimination Policy Statement	9
4.0 Notice of Nondiscrimination	10
5.0 Procedures to Ensure Nondiscriminatory Administration of Programs and Services	11
6.0 Contract Administration	12
6.1 Contract Language	12
6.2 Nondiscrimination Notice to Prospective Bidders.....	14
7.0 External Discrimination Complaint Procedures	14
Discrimination Complaint Form.....	17
Discrimination Complaints Log	19
Investigative Guidance.....	20
SAMPLE Investigative Report Template	21
8.0 Service Area Population Characteristics	22
8.1 Race and Ethnicity.....	22
8.2 Age & Sex	22
8.3 Disability.....	23
8.4 Poverty	23
8.5 Household Income	24
8.6 Limited English Proficiency Populations	25
8.7 Population Locations	25
9.0 Title VI Equity Analyses (and Environmental Justice Assessments)	25
10.0 Public Involvement	26
10.1 Introduction	26
10.2 Public Notification.....	26

10.3 Dissemination of Information	26
10.4 Meetings and Outreach	26
10.5 Limited English Proficiency	28
10.6 Demographic Requests	31
10.7 Key Community Contacts.....	32
10.8 Summary of Outreach Efforts Since the Last Title VI Program Submission	33
11.0 Staff Training	33
12.0 Nonelected Boards and Committees – By Race and Gender	33
13.0 Record-Keeping and Reports	34
14.0 Transit Providers	34
Appendices	35
Appendix A – Applicable Nondiscrimination Authorities	
Appendix B – Organizational Chart	
Appendix C– NCDOT’s Transit Review Checklist	

TITLE VI NONDISCRIMINATION AGREEMENT
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND
THE DARE COUNTY TRANSPORTATION SYSTEM

In accordance with DOT Order 1050.2A, Dare County Transportation System (DCTS) assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of **race, color, national origin, sex, creed, age, or disability**, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by DCTS .

Further, the Dare County Transportation System hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the Transportation Program Supervisor of the organization.
2. Issue a policy statement, signed by the Chairman of the Board of Commissioners of Dare County, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of the Chairman of the Board of Commissioners.
3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees or the organization's subrecipients.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

THIS AGREEMENT is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.

Robert Woodard, Dare County Board of Commissioners Chairman

Date

1.0 INTRODUCTION

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, creed (religion), and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

The Dare County Transportation System (DCTS) is a recipient of Federal Transit Administration (FTA) funds from the North Carolina Department of Transportation (NCDOT). DCTS establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined within the FTA Certifications & Assurances, “Nondiscrimination Assurance.” This document details the nondiscrimination program, policies, and practices administered by DCTS and will be updated periodically to incorporate changes and additional responsibilities as they are made. This Plan will be submitted to NCDOT or FTA, upon request.

2.0 DESCRIPTION OF PROGRAMS AND SERVICES

The Dare County Transportation System (DCTS) operates a fleet of 10 passenger and wheelchair equipped vans. Vans are operated by funding provided through NCDOT Grants 5310 and 5311, Local Funds, Fare Revenues, and Donations. DCTS may not operate in competition with private transportation services such as same day service providers like taxi and shuttle van services.

2.1 PROGRAM(S) AND SERVICES ADMINISTERED

The Dare County Transportation System (DCTS) provides local public transportation for customers within Dare County, North Carolina. Out-of-county transportation is provided only for medical appointments. Reduced fare ticket books can be purchased at a savings of 15% per trip. Children under 16 must be accompanied by a parent or guardian and children under 4’6” ride free. Fares are not charged to those who qualify for assistance under a human service program or to the elderly and/or disabled. If an aide is required, the aide will not be charged a fare.

All transportation appointments are required to be scheduled a minimum of 48 hours in advance. All appointments are scheduled on a first come, first served basis. DCTS has limited space on its schedules so transportation appointments should be made as far in advance as possible by calling reservations at (252) 475-5640, between the hours of 7:30 a.m. and 5 p.m., Monday – Friday.

Type of Service	Days of week	Times	Fare (if applicable)
Local – Dare County	Monday-Friday	7:30 a.m. – 5:00 p.m.	\$3 one way, \$6 round-trip
Elizabeth City, NC	Tuesdays and Thursdays	7:30 a.m. – 5:00 p.m.	\$7 one way, \$14 round-trip
Norfolk/VA Beach, VA	Tuesdays and Thursdays	7:30 a.m. – 5:00 p.m.	\$7 one way, \$14 round-trip
Greenville, NC	2 nd & 4 th Wed. each month	7:30 a.m. – 5:00 p.m.	\$7 one way, \$14 round trip
Chapel Hill/Raleigh, NC	3 rd Wednesday each month	7:30 a.m. – 5:00 p.m.	\$7 one way, \$14 round trip

2.2 FUNDING SOURCES / TABLES

For the purpose of federally assisted programs, "federal assistance" shall include:

1. grants and loans of Federal funds;
2. the grant or donation of Federal property and interest in property;
3. the detail of Federal personnel;
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Each FTA Formula Grant received by our system during fiscal year 2019-2020, and whether the funds were received through NCDOT or directly from FTA, is checked below.

Grant Title	NCDOT	FTA	Details (i.e., purpose, frequency, and duration of receipt)
5310 (Transportation for Elderly Persons and Persons with Disabilities)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Operations funds for elderly/disabled transportation; Annual Grant Application; Period of performance June 1, 2019 – July 1, 2020
5311 (Formula Grants for Other than Urbanized Areas)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Administrative funds to provide public transportation; Annual Grant Application; Period of performance June 1, 2019 – July 1, 2020

2.3 DECISION-MAKING PROCESS

The Dare County Board of Commissioners (BOC) is the governing board for Dare County Transportation and makes the final decisions on adopting program documents. The board meets on the first and third Monday of each month. Dare County Transportation may submit item(s) to be included on the meeting agenda. Examples of transportation plans/policies that are required to be approved/adopted by the Board of Commissioners include the Dare County Local Coordinated Plan (LCP), the Drug and Alcohol Policy, the System Safety Plan, and the Title VI Plan. The Board of Commissioners approves by vote.

Any documents not requiring Board of Commissioners approval will be brought before the Dare County Transportation Advisory Board at a quarterly meeting. Members of the Transportation Advisory Board are appointed by the Board of Commissioners and serve a three year term. The Board of Commissioners and Transportation Advisory Board must approve any rate changes.

Board or Committee Name	Appointed	Elected	# of Members
Dare Co. Board of Commissioners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7
Dare Co. Transportation Advisory Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12

2.4 TITLE VI COORDINATOR

The individual below has been designated as the Title VI Coordinator for the Dare County Transportation System and is empowered with enough authority and responsibility to implement the Title VI Nondiscrimination Program:

Sharon Flatt
Dare County Transportation Program Supervisor / Title VI Coordinator
954 Marshall C. Collins Drive
P.O. Box 1000
Manteo, NC 27954
Telephone 252-475-5641
Email: sharon.flatt@darenc.com

Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by NCDOT or any other regulatory agency.
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan.
- Training internal staff and officials on their Title VI nondiscrimination obligations.
- Disseminating Title VI information internally and to the general public, including in languages other than English.
- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints.
- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations.
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements.

2.5 CHANGE OF TITLE VI COORDINATOR AND/OR CHAIRMAN OF THE BOARD OF COMMISSIONERS

If Title VI Coordinator or Chairman of the Dare County Board of Commissioners changes, this document and all other documents that name the Coordinator, will immediately be updated, and an updated policy statement will be signed by the new Chairman of the Dare County Board of Commissioners.

2.6 ORGANIZATIONAL CHART

The Dare County Transportation System currently employs 20 staff which consists of the following job categories:

- Transportation Program Supervisor
- Administrative Assistant
- Lead Driver/Dispatcher
- Full Time Driver
- Part-time Driver (16)

An organizational chart showing the Title VI Coordinator's place within the organization is in **Appendix B**.

2.7 SUBRECIPIENTS

The Dare County Transportation System does not have pass through funds to any other organizations and, therefore, does not have any subrecipients.

3.0 TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of the Dare County Transportation System as a federal-aid recipient, to ensure that no person shall, on the ground of **race, color, national origin, sex, creed (religion), age or disability**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Robert Woodard, Chairman
Dare County Board of Commissioners

Date

Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of “programs and activities” to include all programs and activities of federal-aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, “Nondiscrimination in Federally-assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act”; 49 U.S.C. 5332, “Nondiscrimination (Public Transportation)”; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, “Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d

4.0 NOTICE OF NONDISCRIMINATION

- The Dare County Transportation System operates its programs and services without regard to **race, color, national origin, sex, creed (religion), age, and disability** in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with the Dare County Transportation System.
- For more information on the Dare County Transportation System's civil rights program, and the procedures to file a complaint, contact 252-475-5641; email sharon.flatt@darenc.com; or visit our administrative office at 954 Marshall C. Collins Drive, P.O. Box 1000, Manteo, NC 27954. For more information, visit darenc.com/departments/transportation
- If information is needed in another language, contact 252-475-5500.
- A complainant may file a complaint directly with the North Carolina Department of Transportation by filing with the Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511, Attention: Title VI Nondiscrimination Program; phone: 919-508-1808 or 800-522-0453, or TDD/TTY: 800-735-2962.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

5.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to nondiscriminatory administration of our programs and services, organization wide. The Dare County Transportation System will remind employees of Title VI nondiscrimination obligations through staff training and use of the **Education and Acknowledgment Form** below. The Title VI Coordinator will periodically assess program operations to ensure this policy is being followed.

Education and Acknowledgement Form

Title VI Nondiscrimination Policy

(Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, creed, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of the Dare County Transportation System are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Sharon Flatt, telephone 252-475-5641, sharon.flatt@darenc.com

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of the Dare County Transportation System's Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of the Dare County Transportation System's programs, policies, services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

Signature

Date

6.0 CONTRACT ADMINISTRATION

The Dare County Transportation System ensures all contractors will fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. The Dare County Transportation System and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

6.1 CONTRACT LANGUAGE

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

- (1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - (a) withholding payments to the contractor under the contract until the contractor complies; and/or
 - (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

II. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

*The Contractor has read and is familiar with the terms above:

Contractor's Initials _____ **Date** _____

6.2 NONDISCRIMINATION NOTICE TO PROSPECTIVE BIDDERS

The Dare County Transportation System, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, creed, limited English proficiency, low-income, or disability in consideration for an award.

7.0 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures outline the process used by the Dare County Transportation System (DCTS) to process complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to DCTS programs, services, and activities. Complaints will be investigated by the appropriate authority. Upon completion of an investigation, the complainant will be informed of all avenues of appeal. Every effort will be made to obtain early resolution of complaints at the lowest level possible by informal means.

FILING OF COMPLAINTS

1. **Applicability** – These procedures apply to the beneficiaries of our programs, activities, and services, such as the members of the public and any consultants/contractors we hire.
2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, creed (religion) or disability, may file a written complaint. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Complaints may be submitted to the following entities:

- **Dare County Transportation System**, 954 Marshall C. Collins Drive, P.O. Box 1000, Manteo, NC 27954, 252-475-5641
- **North Carolina Department of Transportation**, Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453

- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints** – Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
5. **Discrimination Complaint Form** – The Discrimination Complaint Form is consistent with the FTA Certifications & Assurances, “Nondiscrimination Assurance.”
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, creed (religion) or disability. The term “basis” refers to the complainant’s membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations
			FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 49 U.S.C. 5332(b); FTA Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender	Women and Men	49 U.S.C. 5332(b); Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Creed	Religion.	Muslim, Christian, Hindu, Atheist	49 U.S.C. 5332(b)

Complaint Processing

1. When a complaint is received, an Acknowledgment Letter and a Complainant Consent/Release Form will be mailed to the complainant within ten (10) business days by registered mail.
2. We will consult with the NCDOT Title VI Program to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT will investigate, the Title VI Program will be responsible for the remainder of this process. We will record the transfer of responsibility in our complaints log).
3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, we will notify the complainant and respondent of whether the complaint has enough merit to warrant investigation.

5. If the complaint is investigated, the notification shall state the grounds of our jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

Complaint Log

1. When a complaint is received, the complaint will be entered into the Discrimination Complaints Log with other pertinent information and assigned a **Case Number**. (Note: All complaints must be logged).
2. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).
3. The **Log Year(s)** since the last submittal will be entered (e.g., 2015-2018, 2017-2018, FFY 2018, or 2018) and the complaints log will be signed before submitting the log to NCDOT.
4. When reporting **no complaints**, check the **No Complaints or Lawsuits** box and sign the log.

Dare County Transportation System
DISCRIMINATION COMPLAINT FORM

<p>Any person who believes that he/she has been subjected to discrimination based upon race, color, creed, sex, age, national origin, or disability may file a written complaint with the Dare County Transportation System, within 180 days after the discrimination occurred.</p>				
Last Name:		First Name:		<input type="checkbox"/> Male <input type="checkbox"/> Female
Mailing Address:		City	State	Zip
Home Telephone:	Work Telephone:	E-mail Address		
<p>Identify the Category of Discrimination:</p> <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> SEX <input type="checkbox"/> CREED (RELIGION) <input type="checkbox"/> DISABILITY <input type="checkbox"/> LIMITED ENGLISH PROFICIENCY <input type="checkbox"/> AGE				
<p><i>*NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA Certifications & Assurances.</i></p>				
<p>Identify the Race of the Complainant</p> <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Alaskan Native <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Other _____				
<p>Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.</p>				
<p>Names of individuals responsible for the discriminatory action(s):</p>				
<p>How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).</p>				
<p>The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.</p>				
<p>Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).</p>				
<u>Name</u>		<u>Address</u>		<u>Telephone</u>
1. _____				
2. _____				
3. _____				
4. _____				

DISCRIMINATION COMPLAINT FORM

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- NC Department of Transportation _____
- Federal Transit Administration _____
- US Department of Transportation _____
- US Department of Justice _____
- Federal or State Court _____
- Other _____

Have you discussed the complaint with any Dare County Transportation System representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

****WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

COMPLAINANT'S SIGNATURE

DATE

MAIL COMPLAINT FORM TO:
 Dare County Transportation System
 P.O. Box 1000
 Manteo, NC 27954
sharon.flatt@darenc.com
 252-475-5641

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Case #: _____

Referred to: NCDOT FTA Date Referred: _____

DISCRIMINATION COMPLAINTS LOG

Log Year(s): 2017-2020

CASE NO.	COMPLAINANT NAME	RACE/ GENDER	RESPONDENT NAME	BASIS	DATE FILED	DATE RECEIVED	ACTION TAKEN	DATE INVESTIG. COMPLETED	DISPOSITION

No Complaints or Lawsuits

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination, or **no complaints or lawsuits** alleging discrimination, have been filed with or against the Dare County Transportation System since the previous Title VI Program submission to NCDOT.

Signature of Title VI Coordinator or Other Authorized Official

Date

Sharon L. Flatt, Dare County Transportation Program Supervisor
Print Name and Title of Authorized Official

INVESTIGATIVE GUIDANCE

- A. Scope of Investigation** – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
- B. Developing an Investigative Plan** – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:
1. Complainant(s) Name and Address (Attorney name and address if applicable)
 2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
 3. Applicable Law(s)
 4. Basis/(es)
 5. Allegation(s)/Issue(s)
 6. Background
 7. Name of Persons to be interviewed
 - a. Questions for the complainant(s)
 - b. Questions for the respondent(s)
 - c. Questions for witness(es)
 8. Evidence to be obtained during the investigation
 - a. Issue – e.g., Complainant alleges his predominantly African American community was excluded from a meeting concerning a future project which could affect the community.
 - i. Documents needed: e.g., mailing list which shows all physical addresses, P.O. Box numbers, property owner names, and dates when the meeting notification was mailed; other methods used by the RPO to advertise the meeting.
- C. Request for Information** – The investigator should gather data and information pertinent to the issues raised in the complaint.
- D. Interviews** – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.
- E. Developing an Investigative Report** – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided on the following page.

TEMPLATE/SAMPLE Investigative Report

I. COMPLAINANT(S) NAME (or attorney for the complainant(s) – name and address if applicable
Name, Address, Phone

II. RESPONDENT(S) (or attorney for the respondent(s) – name and address if applicable)
Name, Address, Phone

III. APPLICABLE LAW/REGULATION
[For example, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); 49 CFR §21.11; 49 CFR §26.53)]

IV. COMPLAINT BASIS(ES)
[For example, Race, Color, National Origin, Creed (Religion), Sex, Age, Disability)]

V. ISSUES/ALLEGATIONS
[Describe in logical sequence, each allegation including the prohibited basis for the alleged discriminatory conduct, (e.g., race, color, creed, sex, national origin, age, or disability) and the specific statutory or regulatory provision the allegation would violate, if proven to be true.]
Example:
Issue #1 – Complainant alleges that transit system failed to inform minority communities of rate increases.
Issue #2 – Complainant alleges that transit system has not sufficiently publicized or held public meetings to share information regarding fare increases and route changes that impacts low-income and minority citizens.

VI. BACKGROUND
[Provide detailed information regarding the complaint, including a historical overview of the case, including any activities or actions taken prior to accepting the complaint for investigation.]

VII. INVESTIGATIVE PROCEDURE
[Describe in detail, methods used to conduct the investigation, such as document requests, interviews and site visits. Include witnesses' names and addresses, documents received and/or reviewed, emails sent and received.]

VIII. ISSUES / FINDINGS OF FACT
[Provide a detailed description of the investigator's analysis of each allegation, based on clear and factual findings. Include specific evidence used to support your findings.]

IX. CONCLUSION
[State whether discrimination did or did not occur. Conclusions must be evidence-based and defensible. Test conclusions by considering all possible rebuttal arguments from the respondent and complainant. Both respondent and the complainant should be given an opportunity to confirm or rebut the assertions of the other party and your findings, but all the evidence you've presented should speak for itself.]

X. RECOMMENDED ACTIONS
[Outline what should be done to remedy the findings or, if necessary, provide justice for the complainant.]

APPENDIX

[Include in the Appendix any supplemental materials that support your findings and conclusion.]

8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, we will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section contains relevant population data for our overall service area. This data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of our programs and services.

8.1 Race and Ethnicity:

The following table was completed using data from Census Table ID DP05, 2010 ACS 1-Year Estimates Data Profiles, Race and Hispanic or Latino Origin:

Race and Ethnicity	Number	Percent
Total Population	33,650	100
White	31,602	93.9
Black or African American	1,267	3.8
American Indian or Alaska Native	98	0.3
Asian	86	0.3
Native Hawaiian and Other Pacific Islander	0	0
Some other Race	360	1.1
Two or More Races	237	0.7
HISPANIC OR LATINO (of any race)	1,887	5.6
Mexican	1,158	3.4
Puerto Rican	14	0
Cuban	0	0
Other Hispanic or Latino	7.5	2.1

8.2 Age and Sex:

The following table was completed using data from Census Table ID DP05, 2010 ACS 1-Year Estimates Data Profiles, Race and Hispanic or Latino Origin:

Age	Number			Percent		
	Both sexes	Male	Female	Both sexes	Male	Female
Total Population	33,650	17,037	16,613	100%	50.6%	49.4%
Under 5 years	1,713			0.5%		
Under 20 years	7,543			22.4%		
20 to 64 years	21,339			63.4%		
18 years and over	26,837	13,307	13,530	79.8%	49.6%	50.4%
65 years and over	4,858	2,330	2,528	14.4%	48.0%	52.0%
Median Age	43					

8.3 Disability Characteristics:

The following table was completed using data from Census Table S1810, 2018 ACS 1-Year Estimates Subject Tables, Disability:

Subject	Total		With a Disability		Percent with a Disability	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Total civilian noninstitutionalized population	33,552	±83	4,775	±461	13.4%	±1.3
Population under 5 years	1,677	±144	0	±26	0	±2.1
Population 5 to 17 years	5,228	±162	222	±109	4.2%	±2.1
Population 18 to 64 years	21,494		2,586		12.0%	
Population 65 years and over	7,153		1,967		27.5%	
SEX						
Male	17,479	±206	2,665	±319	15.2%	±1.8
Female	18,073	±213	2,110	±267	11.7%	±1.5
RACE AND HISPANIC OR LATINO ORIGIN						
White	32,946	±371	4,452	±459	13.5%	±1.4
Black or African American	755	±220	115	±66	15.2%	±9.3
American Indian and Alaska Native	104	±68	13	±20	12.5%	±18.4
Asian	228	±73	0	±26	0%	±14.2
Native American and Other Pacific Islander	0	±26	0	±26	0%	±**
Some other Race	584	±282	41	±42	7.0%	±6.4
Two or more races	935	±203	154	±143	16.5%	±14.3
Hispanic or Latino	2,560	±8	171	±108	6.7%	±4.2

8.4 Poverty:

The following table was completed using data from Census Table S1701, 2018 ACS 1-Year Estimates Subject Tables, Poverty Status in the Past 12 Months:

The following table was completed using data from Census Table S1701, 2018 ACS 1-Year Estimates Subject Tables, Poverty Status in the Past 12 Months:Subject	Total		Below poverty level		Percent below poverty level	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Population for whom poverty status is determined	35,537	±125	2,929	±525	8.2%	±1.5
AGE						
Under 18	6,819	±120	760	±274	11.1%	±4
18 to 64	21,565	±124	1,912	±354	8.9%	±1.6
65 years and over	7,153	±93	257	±99	3.6%	±1.4
SEX						
Male	17,533	±203	1425	±300	8.1%	±1.7
Female	18,004	±223	1,504	±312	8.4%	±1.7
RACE AND HISPANIC OR LATINO ORIGIN						

White	32,920	±370	2,643	±485	8.0%	±1.5
Black or African American	752	±220	122	±144	16.2%	±16
American Indian and Alaska Native	104	±68	24	±37	23.1%	±29.3
Asian	228	±73	0	±26	0.0%	±14.2
Native American and Other Pacific Islander	0	±26	0	±26	-	±**
Some other Race	584	±282	56	±83	9.6%	±12.5
Two or more races	949	±201	84	±78	8.9%	±8
Hispanic or Latino	2,512	±75	463	±256	18.4%	±10.2
RACE AND HISPANIC OR LATINO ORIGIN						
All individuals below:						
50 percent of poverty level	1,371	±369	(X)	(X)	(X)	(X)
125 percent of poverty level	4,362	±770	(X)	(X)	(X)	(X)
150 percent of poverty level	6,350	±794	(X)	(X)	(X)	(X)
185 percent of poverty level	9,316	±892	(X)	(X)	(X)	(X)
200 percent of poverty level	10,351	±949	(X)	(X)	(X)	(X)

8.5 Household Income:

The following table was completed using data from Census Table S1901, 2013 ACS 1-Year Estimates Subject Tables, Income in the Past 12 Months (In 2013 Inflation-Adjusted Dollars):

Subject	Households	
	Estimate	Margin of Error +/-
Total	14,624	±561
Less than \$10,000	4.1%	±1.1
\$10,000 to \$14,999	4.4%	±1.3
\$15,000 to \$24,999	8.0%	±1.5
\$25,000 to \$34,999	10.0%	±2.2
\$35,000 to \$49,999	18.2%	±2.5
\$50,000 to \$74,999	21.7%	±2.5
\$75,000 to \$99,999	14.2%	±1.8
\$100,000 to \$149,999	13.1%	±2
\$150,000 to \$199,999	2.8%	±0.9
\$200,000 or more	3.5%	±0.9
Median income (dollars)	55,481	±3,411
Mean income (dollars)	70,145	±3,239

8.6 Limited English Proficiency Population:

The following table was completed using data from Census Table S1601, 2018 ACS 5-Year Estimates Subject Tables, Language Spoken At Home By Ability To Speak English:

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
Total (population 5 years and over):	34,064	+/- 144	100%	(X)
Speak only English	31,479	+/- 323	92.4%	+/- 0.9
Spanish:	2,089	+/- 252	6.1%	+/- 0.7
Speak English "very well"	1,060	+/- 232	50.7%	+/- 8.2
Speak English less than "very well"	1,029	+/- 193	49.3%	+/- 8.2
Other Indo-European Languages:	396	+/- 135	1.2%	+/- 0.4
Speak English "very well"	341	+/- 113	86.1%	+/- 14.3
Speak English less than "very well"	55	+/- 65	13.9%	+/- 14.3
Asian and Pacific Island Languages:	87	+/- 71	0.3%	+/- 0.2
Speak English "very well"	81	+/- 69	93.1%	+/- 13.9
Speak English less than "very well"	6	+/- 12	6.9%	+/- 13.9

8.7 POPULATION LOCATIONS

Federal-aid recipients are required to identify the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty and limited English proficiency. We will document this narratively or through maps that overlay boundaries and demographic features on specific communities, and provide this information to NCDOT, upon request.

9.0 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

Title VI Equity Analyses. In accordance with FTA Circular 4702.1B, a Title VI equity analysis will be conducted whenever we construct a facility, such as a vehicle storage facility, maintenance facility, or operation center. The equity analysis will be conducted during the planning stage, with regard to the location of the facility, to determine if the project could result in a disparate impact to minority communities based on race, color or national origin. Accordingly, we will look at various alternatives before selecting a site for the facility. Project-specific demographic data on potentially affected communities and their involvement in decision-making activities will be documented. Title VI Equity Analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

Environmental Justice Analyses. As required by FTA C 4703.1, environmental justice (EJ) analyses will be conducted to determine if our programs, policies, or activities will result in disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to our projects, such as when we construct or modify a facility, and our policies, such as when there will be a change in service, amenities or fares. Thus, we will look at various alternatives and seek input from potentially affected communities before making a final decision. Demographic data will be collected to document their involvement in the decision-making process. EJ analyses will remain on file

indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

10.0 PUBLIC INVOLVEMENT

10.1 INTRODUCTION

Effective public involvement is a key element in addressing Title VI in decision-making. This **Public Participation Plan** describes how the Dare County Transportation System will disseminate vital agency information and engage the public. We will seek out and consider the input and needs of interested parties and groups traditionally underserved by transportation systems who may face challenges accessing our services, such as minority and limited English proficient (LEP) persons. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

General public involvement practices will include:

- Use of social media and other resources as a way to gain public involvement.
- Coordinating with community- and faith-based organizations, educational institutions, and other entities to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP persons could also include audio programming available on podcasts.

10.2 PUBLIC NOTIFICATION

Passengers and other interested persons will be informed of their rights under Title VI and related authorities with regard to our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated in Sections 3.0 and 4.0, respectively. Additional measures may include verbally announcing our obligations and the public's rights at meetings, placing flyers at places frequented by targeted populations, and an equal opportunity tag-on at the end of radio announcements. The method of notification will be determined through an initial screening of the area.

10.3 DISSEMINATION OF INFORMATION

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy in eye-catching designs and locations; placing brochures in public places, such as government offices, transit facilities, and libraries; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained online.

10.4 MEETINGS AND OUTREACH

There is no one-size-fits-all approach to public involvement. A variety of comprehensive and targeted public participation methods will be used to facilitate meaningful public involvement. Methods for engaging

stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) will include the following:

Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative, fun, and educational for all, rather than confrontational and prescriptive.
- Media plans will typically involve multiple channels of communication like mailings, radio, TV, and newspaper ads.
- Abstract objectives will be avoided in meeting announcements. Specific “attention-grabbing” reasons to attend will be used, such as “Help us figure out how to relieve congestion on [corridor name]” or “How much should it cost to ride the bus? Let us know on [date].”
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We will do our best to form decision-making committees that look like and relate to the populations we serve.
- We will seek out and identify community contacts and partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.
- Demographic data will be requested during public meetings, surveys, and from community contacts and committee members.

Public Meetings

“Public meeting” refers to any meeting open to the public, such as hearings, charrettes, open house and board meetings.

- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials will be available in a variety of predetermined formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

Small Group Meetings

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner’s request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group’s choosing.
- Share facilitation duties or relinquish them to members of the target group.
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

Community Surveying

- Opinion surveys will occasionally be used to obtain input from targeted groups or the general public on their transportation needs, the quality or costs of our services, and feedback on our public outreach efforts.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.
- Surveys will be translated into languages other than English, when appropriate.

10.5 LIMITED ENGLISH PROFICIENCY

Limited English Proficient (LEP) persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. These individuals reported to the U.S. Census Bureau that they speak English less than very well.

To comply with USDOT’s LEP Policy Guidance and Executive Order 13166, this section of our Title VI Plan outlines the steps we will take to ensure meaningful access by LEP persons to all benefits, services and information provided under our programs and activities. A four-factor analysis was conducted to determine the LEP language groups present in our planning area and the specific language services that are needed.

Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the recipient to people’s lives; and
- (4) The resources available to the recipient and costs.

Factor #1: *The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.*

The following table was completed using data from Census Table S1601, 2018 ACS 5-Year Estimates Subject Tables, Language Spoken At Home By Ability To Speak English:

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
Total (population 5 years and over):	34,064	+/- 144	100%	(X)
Speak only English	31,479	+/- 323	92.4%	+/- 0.9
Spanish:	2,089	+/- 252	6.1%	+/- 0.7
Speak English "very well"	1,060	+/- 232	50.7%	+/- 8.2
Speak English less than "very well"	1,029	+/- 193	49.3%	+/- 8.2
Other Indo-European Languages:	396	+/- 135	1.2%	+/- 0.4
Speak English "very well"	341	+/- 113	86.1%	+/- 14.3
Speak English less than "very well"	55	+/- 65	13.9%	+/- 14.3
Asian and Pacific Island Languages:	87	+/- 71	0.3%	+/- 0.2
Speak English "very well"	81	+/- 69	93.1%	+/- 13.9
Speak English less than "very well"	6	+/- 12	6.9%	+/- 13.9

There were no Limited English Proficient (LEP) Groups, other than those who speak Spanish, that reached the 5% or 1,000 threshold as reported in Census Table S1601. The Dare County Transportation System provides written communication, including signage on transportation vans, in both English and Spanish.

Factor #2: *The frequency with which LEP individuals come in contact with the program.*

Dare County Transportation System (DCTS) staff will be trained on what to do when they encounter a person that speaks English less than well. Dare County Transportation System will consider making adjustments as needed to its outreach efforts to ensure meaningful access to all persons and specifically to LEP and minority populations of the Dare County Transportation System's programs and services.

Based on a Dare County Transportation Survey in 2018 with 106 passengers participating, approximately 7% of passengers listed Spanish as their preferred language. In addition, 3% of respondents choose "other" as their preferred language given the options of English, Spanish or French. Most passengers use Dare County Transportation services on a consistent basis, with 36% responding they use our transportation several times a week, 36% more responding they use our services several times a month, and 11% responding that they use our services daily.

The Dare County Transportation System has an open door policy and will provide rides to any person who requests a ride. If an individual has speech limitations, the dispatcher and driver will work with the Dare County Spanish Interpreter and/or Transportation Director, if needed, to ensure the individual receives access to the transportation service.

Factor #3: *The nature and importance of the program, activity, or service provided by the recipient to people's lives.*

The Dare County Transportation System understands an LEP person with language barrier challenges also faces difficulties obtaining health care, education or access to employment. A transportation system is a key link to connecting LEP persons to these essential services.

The Dare County Transportation System's assessment of what programs, activities and services that are most critical included contact with community organization(s) that serve LEP persons, as well as contact with LEP persons themselves to obtain information on the importance of the modes or the types of services that are provided to the LEP populations. According to a 2018 survey of 106 Dare County Transportation passengers, reasons for using our services are as follows:

38% Work 36% Medical Appointment 10% Shopping 7% School 9% Other

Factor #4: *The resources available to the recipient and costs.*

Even though the Dare County Transportation System does not have a separate budget for LEP outreach, it will work to implement low cost methods of reaching LEP populations meeting the Safe Harbor threshold. For example, the Dare County Transportation System will contact a LEP speaking person as needed to translate information to LEP persons meeting the Safe Harbor threshold. In addition, the Dare County Transportation System will work with local advocacy groups to reach LEP populations.

The Dare County Health and Human Services department employs a Spanish Interpreter who is available to assist with LEP outreach. There is no associated cost for this service to Dare County Transportation.

In the event that Dare County Transportation does not have an interpreter available, DCTS will utilize the services of Language Line Personal Interpreter. To access these services you will dial 1-888-808-9008, the system will then ask for your 8-digit PIN #88183613. Using the supplied Language Identification Desktop Poster, we will attempt to identify the language which will require Interpreter Services.

LANGUAGE ASSISTANCE PLAN

As a result of the above four factor analysis, a Language Assistance Plan (Plan) was required. This Plan represents our commitment to ensuring nondiscrimination and meaningful access by persons who are Limited English Proficient (LEP). This Plan also details the mechanisms we will use to reach LEP persons and the language assistance services we provide. We will provide services to any person, upon request. If an individual is LEP, we will work with the individual to ensure they receive the needed transportation service. Our employees will be routinely oriented on the principles and practices of Title VI and LEP to ensure fairness in the administration of this Plan.

Language Assistance Measures and Specific Measures by Language Group – Spanish:

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Translate public notices posted in the local paper and in vehicles into **Spanish**, which is currently the only language that meets the safe harbor threshold in Factor 1.
- Vital documents—such as brochures—are translated into Spanish across the entire service area, and available in our facilities and in libraries.
- Make a concerted effort to inform LEP persons of available language assistance via staff and local media.
- Post bulletin board information and disseminate community surveys in Spanish.
- Provide translation and interpretive services when appropriate (upon request or predetermined) at meetings.
- Determine how best to take public involvement to LEP groups directly asking advisement from the Transportation Advisory Board and County Social Services.
- Access to the Dare County Health and Human Services Spanish Interpreter at our call center.
- Where possible, utilize or hire staff who speak a language other than English and can provide competent language assistance.
 - Note: We will not ask community-based organizations (CBO) to provide, or serve as, interpreters at our meetings. Relying upon CBOs in that capacity could raise ethical concerns. If a CBO decides (on its own) to translate any materials for its constituents, or bring interpreters it trusts to our meetings, we will not object. That is their right.
- Use reputable language translation applications available on smart phones and/or computers to assist in oral and written translations.
- Maintain and improve our language assistance measures in accordance with federal, state, and local recommendations and regulations.

Written Translation and Oral Interpretation

Vital documents will be translated into **Spanish**, which is currently the only language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation

of any document will be communicated orally in the appropriate language by coordinating this service with the Dare County Health and Human Services Spanish Interpreter.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with LEP community contacts.

Staff Support for Language Assistance

- Agency staff will be provided a list of referral resources that can assist LEP persons with written translation and oral interpretation, including the Title VI Officer, the County Spanish Interpreter, and any resources available to provide language services. This list will be updated as needed to remain current.
- When encountered by an LEP person, drivers are permitted to seek volunteer assistance from other passengers before contacting a referral resource. If further assistance is needed, drivers should contact either the Title VI Coordinator or Dare County Social Services Spanish Interpreter.
- If technology is available, such as a mobile phone or computer application to aid in translation, Dare County Transportation staff, including drivers, can use this technology to better communicate with the client.
- **Training:** All employees will be instructed on procedures for providing timely and reasonable assistance to LEP persons. New employee orientation will also explain these procedures to new hires. Transportation employees will be reminded of LEP through annual Title VI program acknowledgements (Section 5.0), basic Title VI trainings (Section 11.0) and refresher training.

Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project or outreach event limited to a specific geographical area (i.e., the project study area or outreach area, respectively). Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

Monitoring and Updating the LAP

Interactions with LEP persons will be monitored daily and language assistance techniques may be refined at any time. This Plan will be periodically reviewed—at least annually—to determine if the assistance measures and staff training are working. Feedback from agency staff and the general public will be factors in evaluating any proposed updates. This process will include working with LEP community contacts. We will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be reviewed and approved by the Dare County Manager and dated accordingly. LEP data and procedures will be reviewed and updated at least once every three years.

10.6 DEMOGRAPHIC REQUEST

The following form was used to collect required data on Key Community Contacts and nonelected committee members.

Dare County Transportation is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

<p>Race/Ethnicity:</p> <p><input type="checkbox"/> White</p> <p><input type="checkbox"/> Black/African American</p> <p><input type="checkbox"/> Asian</p>	<p>National Origin: (if born outside the U.S.)</p> <p><input type="checkbox"/> Mexican</p> <p><input type="checkbox"/> Central American: _____</p> <p><input type="checkbox"/> South American: _____</p>
--	---

<input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Other (please specify): _____	<input type="checkbox"/> Puerto Rican <input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Korean <input type="checkbox"/> Other (please specify): _____
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Age: <input type="checkbox"/> Less than 18 <input type="checkbox"/> 45-64 <input type="checkbox"/> 18-29 <input type="checkbox"/> 65 and older <input type="checkbox"/> 30-44
Disability: <input type="checkbox"/> Yes <input type="checkbox"/> No	
I choose not to provide any of the information requested above: <input type="checkbox"/>	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Dare County Transportation System at 252-475-5641 or by email at sharon.flatt@darenc.com

Please sign below acknowledging that you have completed this form.

Thank you for your participation!

Name (print): _____

Signature: _____

Implementation

- Forms will be completed prior to NCDOT Title VI reviews and remain on file for three years.
- All new and existing members of appointed decision-making boards or committees will be **required** to complete this form for reporting purposes.
- If a member, for whatever reason, selects “*I choose not to provide any of the information requested above,*” this will be accepted as a **completed** form.
- If a member chooses not to provide any of the information on the form, the Title VI Coordinator will be permitted to indicate that member’s race and gender, based on the Coordinator’s best guess.
- Data from these forms will be used to complete the Demographic Request Table.
- Once a new member submits this form, the Demographic Request Table for the associated committee will be updated.

10.7 KEY COMMUNITY CONTACTS

Contact Name	Community Name	Interest or Affiliation	Also a Committee Member? (Y/N)
Betse Kelly	Kill Devil Hills	Room In The Inn / Homeless	No
Amy Montgomery	Nags Head	Outer Banks Hospital	Yes
Jennifer Albanese	Kill Devil Hills	Interfaith Comm. Outreach / Veterans	No
George Carver Jr.	Manteo	Dare Minority Coalition	Yes

Contact information for key community contacts is not public information and is maintained outside of this document. Any staff member who wishes to contact any individual listed above must request that information from the Title VI Coordinator.

10.8 SUMMARY OF OUTREACH EFFORTS MADE SINCE THE LAST TITLE VI PROGRAM SUBMISSION

The following format is used to document URTS outreach efforts in reports to NCDOT. All meetings and disseminations of information capture information for the table below:

Meeting Date	Meeting Time	Meeting Purpose	Target Audience	Information Disseminated
10-17-2019 10-01-2018 10-16-2017	9:00 a.m.	County Board of Commissioners	General Public	Public Hearing, Proposed Grant Funds
Fall-Spring 2017, 2018, 2019	7:00 a.m.	Morning Transportation	Community Homeless	Interfaith Community Outreach group; Provide Transportation & Transportation Information
08-06-2020	10:50 a.m.	Outer Banks Hospital Board	Medical Transportation	Public Acceptance of Community Benefit grant funds designated for out-of-county medical transportation

11.0 STAFF TRAINING

All employees will receive basic Title VI training at least once every three years. New hires will receive this training within 15 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on how Title VI applies to their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, will receive annual refresher training. Trainings will be provided or organized by the Title VI Coordinator and will often coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings, such as agendas, sign-in sheets, copies of calendars, and certificates, will remain on file for at least three years (and in personnel files).

12.0 NONELECTED BOARDS AND COMMITTEES – BY RACE AND GENDER

The table below depicts race and gender compositions for each of our nonelected (appointed) decision-making bodies. Member names and full demographics for each committee are available, upon request.

Body	Male %	Female %	Caucasian %	African American %	Asian American %	Native American %	Other %	Hispanic %
Service Area Population	50.13	49.37	93.9	3.8	0.3	0.3	1.8	5.6
Transportation Advisory Board	50	50	80	10	0	0	0	10

Strategies for Representative Committees

Diversification goals will be provided to our nonelected boards and committees to help ensure that their membership mirrors our service area demographics, as adequately as possible. We will provide periodic updates on our outreach efforts at meetings. When there is an opening on a board or committee, we will ensure the following:

- Current members will be made aware of diversity goals and polled for nominees.
- Officials from local minority groups will be made aware of the diversity goals and polled for nominees.
- Key Contacts from LEP groups will be contacted and polled for nominees.
- A recruitment notice for a Board Member opening will be posted on our website.
- An advertisement of recruitment notice for a Board Member will be placed with the local newspaper and other publications popular with minorities and other protected groups.

13.0 RECORD-KEEPING AND REPORTS

As a subrecipient of FTA funds through NCDOT, we are required to submit a Title VI Program update to NCDOT every three years, on a schedule determined by NCDOT. Records will be kept to document compliance with the requirements of the Title VI Program. Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will be made available for inspection by authorized officials of the NCDOT and/or FTA. Reports on Title VI-related activities and progress to address findings identified during Title VI compliance reviews may also be provided, upon request. It will occasionally be necessary to update this Title VI Plan or any of its components (e.g., complaints, Public Involvement, and LEP). Updates will be submitted to NCDOT for review and approval and adopted by our Board when required.

In addition to items documented throughout this Plan, records and reports due at the time of compliance reviews or investigations may include:

Compliance Reviews

- | | |
|---|---|
| <ul style="list-style-type: none"> • Title VI Program Plan • List of civil rights trainings provided or received • Summaries from any <i>internal</i> reviews conducted • Ads and notices for specific meetings | <ul style="list-style-type: none"> • Findings from reviews by any other <i>external</i> agencies • Title VI equity analyses and EJ assessments • Discrimination Complaints Log |
|---|---|

Complaint Investigations

- | | |
|--|--|
| <ul style="list-style-type: none"> • Investigative Reports • Discrimination complaint, as filed • List of interviewees (names and affiliations) | <ul style="list-style-type: none"> • Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.) |
|--|--|

14.0 TRANSIT PROVIDERS

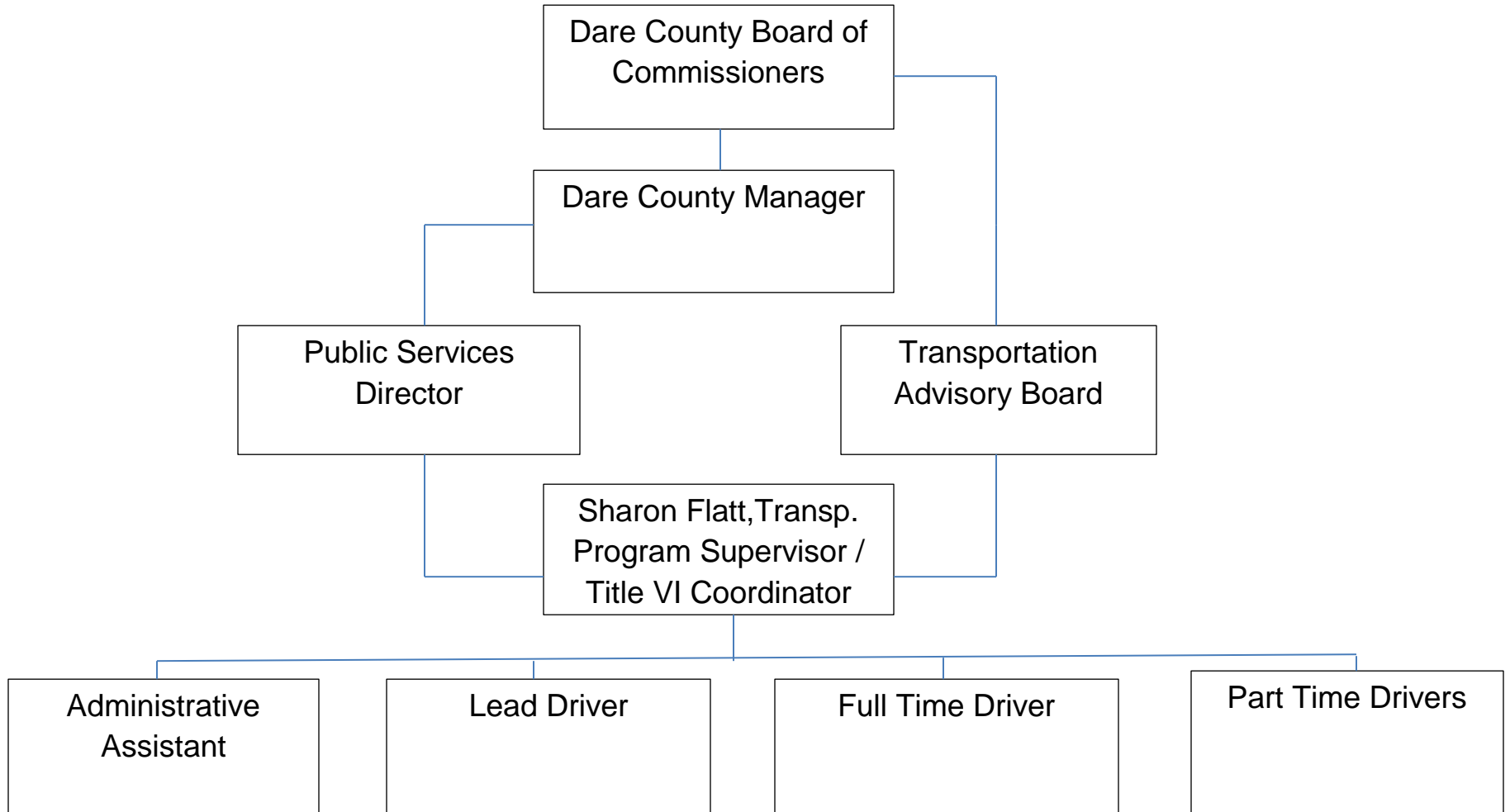
This section applies to providers of fixed route public transportation *only* (also referred to as transit providers). **Do not complete this section if you do not provide any fixed route service. Providers of public transportation that only operate demand response service *should not* complete this section**, such providers of general public paratransit, ADA complementary paratransit, vanpools, and Section 5310 closed door service.

Appendix A Applicable Nondiscrimination Authorities

During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, creed (religion), sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed (religion), color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

**Appendix B
Organizational Chart**



Appendix C
NCDOT's Compliance Review Checklist for Transit

I. Program Administration (General Requirements)	
<i>Requirement: FTA C 4702.1B – Title VI Requirements and Guidelines for FTA Recipients, Chapter III – General Requirements and Guidelines.</i>	
Note: Every NCDOT subrecipient receiving any of the FTA Formula Grants listed above must complete this section.	
Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Completed
1. A copy of the recipient's <i>signed</i> NCDOT's Title VI Nondiscrimination Agreement	<input type="checkbox"/>
2. Title VI Policy Statement (<i>signed</i>)	<input type="checkbox"/>
3. Title VI Notice to the Public, including a list of locations where the notice is posted	<input type="checkbox"/>
4. Type the name and title of your Title VI Coordinator and attach a list of their Title VI duties Name/Title: Sharon Flatt, Transportation Program Supervisor	<input type="checkbox"/>
5. Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)	<input type="checkbox"/>
6. Title VI Complaint Form	<input type="checkbox"/>
7. List of transit-related Title VI investigations, complaints, and lawsuits (i.e., discrimination complaints log)	<input type="checkbox"/>
8. Public Participation Plan, including information about outreach methods to engage traditionally underserved constituencies (e.g., minorities, limited English proficient populations (LEP), low-income, disabled), as well as a summary of outreach efforts made since the last Title VI Program submission	<input type="checkbox"/>
9. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance, which requires conducting four-factor analyses	<input type="checkbox"/>
10. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees	<input type="checkbox"/>
11. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program	<input type="checkbox"/>
12. A description of the procedures the agency uses to ensure nondiscriminatory administration of programs and services	<input type="checkbox"/>
13. If you pass through FTA funds to other organizations , include a description of how you monitor your subrecipients for compliance with Title VI, and a schedule for your subrecipients' Title VI Program submissions. ➤ No Subrecipients <input checked="" type="checkbox"/>	<input type="checkbox"/>
14. A Title VI equity analysis if you have constructed or conducted planning for a facility , such as a vehicle storage facility, maintenance facility, operation center, etc. ➤ No Facilities Planned or Constructed <input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Copies of environmental justice assessments conducted for any construction projects during the past three years and, if needed based on the results, a description of the program or other measures used or planned to mitigate any identified adverse impact on the minority or low-income communities	<input type="checkbox"/>

<p>➤ No Construction Projects <input checked="" type="checkbox"/></p>	
<p>16. If the recipient has undergone a Title VI Compliance Review in the last 3 years, please indicate the year of the last review and who conducted it. Year/Agency:</p>	<input type="checkbox"/>
<p>II. Transit Providers</p> <p><i>Requirement: FTA C 4702.1B, Chapter IV – Requirements and Guidelines for Fixed Route Transit Providers.</i></p> <p>Note: All NCDOT subrecipients that provide fixed route public transportation services (e.g., local, express or commuter bus; bus rapid transit; commuter rail; passenger ferry) must complete this section.</p> <p>➤ Not Applicable <input checked="" type="checkbox"/> (Check this box if you do not provide fixed route services, and skip questions 17 and 18. This section does not apply to you if you only provide demand response services.)</p>	
<p>Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)</p>	<p>Completed</p>
<p>17. Service standards (quantitative measures) developed for <i>each specific fixed route mode</i> that the recipient provides (standards may vary by mode) must be submitted for each of the following indicators:</p> <ul style="list-style-type: none"> • Vehicle load for each mode (Can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees.) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Vehicle headway for each mode (Measured in minutes (e.g., every 15 minutes), headway refers to the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Service frequency is measured in vehicles per hour (e.g., 4 buses per hour).) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • On time performance for each mode (Expressed as a percentage, this is a measure of runs completed as scheduled. The recipient must define what is considered to be "on time." Performance can be measured against route origins and destinations only, or against origins and destinations as well as specified time points along a route.) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Service availability for each mode (Refers to a general measure of the distribution of routes within a transit provider's service area, such as setting the maximum distance between bus stops or train stations, or requiring that a percentage of all residents in the service area be within a one-quarter mile walk of bus service.) 	<input type="checkbox"/>
<p>18. Service policies (system-wide policies) adopted to ensure that service design and operations practices do not result in discrimination on the basis of race, color or national origin, must be submitted for each of the following:</p> <ul style="list-style-type: none"> • Transit amenities for each mode (e.g., benches, shelters/canopies, printed materials, escalators/elevators, and waste receptacles. NOTE: Attach this information <u>only</u> if you have decision-making authority over siting transit amenities or you set policies to determine the siting of amenities.) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Vehicle assignment for each mode (Refers to the process by which transit vehicles are placed into service throughout a system. Policies for vehicle assignment may be based on the type or age of the vehicle, where age would be a proxy for condition, or on the type of service offered.) 	<input type="checkbox"/>



Revised Schedule of Meeting Dates for 2021

Description

The Board of Commissioners will consider a change to the 2021 meeting dates and the April 5, 2021, 9:00 a.m. meeting will be changed to April 7, 2021, 9:00 a.m. per the attached revised schedule

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager

Dare County Board of Commissioners

2021 – Meeting Schedule

January	04	9:00 a.m.
	19 (Tuesday)	5:00 p.m.
February	01	9:00 a.m.
	16 (Tuesday)	5:00 p.m.
March	01	9:00 a.m.
	15	5:00 p.m.
April	07	9:00 a.m.
	19	5:00 p.m.
May	03	9:00 a.m.
	17	5:00 p.m.
June	07	9:00 a.m.
	21	5:00 p.m.
July	19	5:00 p.m.
August	02	9:00 a.m.
	16	5:00 p.m.
September	07 (Tuesday)	9:00 a.m.
	20	5:00 p.m.
October	04	9:00 a.m.
	18	5:00 p.m.
November	01	9:00 a.m.
	15	5:00 p.m.
December	06	9:00 a.m.
	20	5:00 p.m.



Board Appointments

Description

The following Board has an appointment this month.

1. Senior Tar Heel Legislative Delegates
2. Special Motor Vehicle Valuation Review Board
3. Parks and Recreation Advisory Council
4. Board of Equalization and Review
5. Upcoming Board Appointments

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Senior Tar Heel Legislative Delegates

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

December, 2020

BOARD APPOINTMENTS

SENIOR TAR HEEL LEGISLATIVE DELEGATES

(Two Year Term)

The Senior Tar Heel Legislature was created by the State Legislature to provide information to senior citizens on the legislative process and matters being considered by the North Carolina General Assembly. Delegates from all 100 counties serve on committees and meet with the Governor and are a spokesperson for the county they represent. Position requires the ability to keep the County Commissioners informed of the Senior Tar Heel Legislative Agenda and to report to other seniors and groups regarding advocacy activities.

Legislative Delegate Kaye White and Alternate Sue Kelly would both like to be reappointed to the Senior Tar Heel Legislature. Delegate White continues to contact local directors about the aging needs though they have been unable to meet in person.



Special Motor Vehicle Valuation Review Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

December 2020

BOARD APPOINTMENTS

SPECIAL MOTOR VEHICLE VALUATION REVIEW BOARD

(One Year Term)

The following have terms to expire this month:

Danny Couch

(Current Term 12/19 - 12/20)

(Originally Apptd. 06/17)

Dock Sawyer

(Current Term 12/19 – 12/20)

(Originally Apptd. 1/93)

David Light

(Current Term 12/19 – 12/20)

(Originally Apptd. 1/18)

All would like to be reappointed

No applications have been received.

Other Members:

None

SPECIAL MOTOR VEHICLE VALUATION REVIEW BOARD
(One Year Term)

The Special Motor Vehicle Valuation Review Board hears and reviews appeals of listings and valuations placed upon taxable motor vehicles located within Dare County.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Danny Couch 47297 Dippin Vat Road P.O. Box 1001 Buxton, NC 27920 dannyc@darenc.com 252-216-7383	12/20	Apptd. 06/17 Reapptd. 12/17,18,19
Dock Sawyer P.O. Box 1292 Manteo, NC 27954 252-475-8803	12/20	Apptd. 01-93 Reapptd. 12-93,94,95,96, 97,98,99,00-19
David Light P.O. Box 721 Wanchese, NC 27981 obxilight@embarqmail.com 252-305-2678 (home) 252-473-2678 (business)	12/20	Apptd. 1-18 Reapptd. 12/18,19

NOTES:

MEETING INFO: As needed

CONTACT INFO: Michael Elliott, 475-5854

MEMBERS COMPENSATED: No

Richard Johnson replaced Shirley Hassell 12/98.
Jack Gregory replaced Mike Hedrick 1-02.
Lori Hageman replaced Jack Gregory 12/07.
Wally Overman filled unexpired term of Richard Johnson 10/13
Danny Couch filled unexpired term of Wally Overman 6/17
Unable to contact Lori Hageman, she was not reappointed 12/17
David Light replaced Lori Hageman 1/18
Danny Couch, Dock Sawyer and David Light reappointed 12/19

REVISED 12/20



Parks and Recreation Advisory Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

PARKS AND RECREATION ADVISORY COUNCIL

(Three Year Term)

The Parks and Recreation Advisory Council reviews and advises the Parks and Recreation Department in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County.

The following term expires this month:

Missy McPherson

(Current Term 12/17 – 12/20)

Originally appointed July, 2016

The Council recommends her for reappointment.

Applications have been received from:

Lorenzo Foster, Isaac Simonsen,
Helen Furr, John Cook, Lynette Ford and Vanzolla McMurrin

Other Members: See attached list

PARKS AND RECREATION ADVISORY COUNCIL

(Three Year Term)

This Advisory Council reviews and advises Parks and Recreation in its efforts to promote, organize, plan, and coordinate activities and programs for youth and adults in Dare County.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Anita Bills P.O. Box 608 Frisco, NC 27936 995-7892(H), 202-1412(O)	7-21	Apptd. 7/11 Reapptd. 7/14, 18
Willer Spencer P.O. Box 1495 Manteo, NC 27954 256-2880	7-21	Apptd. 7/15 Reapptd. 7/18
Amanda Hooper Walters 1202 9 th Avenue Kill Devil Hills, NC 27948 202-9923 Manda.hooper@icloud.com	7-21	Apptd. 7/18
Missy McPherson 119 Margaret Court Manteo, NC 27954 473-6831 (H) 216-6831 (C)	12-20	Apptd. 7/16 Reapptd, 12/17
Kathy Carden, CH. P.O. Box 3492 Kill Devil Hills, NC 27948 449-0840(H), 441-6340(O)	7-21	Apptd. 11/07 Reapptd. 08,11,14,18
George Barr 107 N. Budleigh Street PO Box 564 Manteo, NC 27954 sailcamaraderie@yahoo.com 804-387-4995	7-21	Apptd. 8/18
Deon Simmons 222 Brakewood Dr. Manteo, NC 27954 475-1627 (H), 202-9737 (O)	7-22	Apptd. 7/13 Reapptd. 7/16,19
George Berry 238 N. Dogwood Trail Southern Shores, NC 27949 261-1278 (H) 703-473-0528 (O)	3-22	Apptd. 7/16 Reapptd. 3/19
Robert Parrish 4416 Seascape Drive Kitty Hawk, NC 27949 252-333-9476 Robert@parrishinsure.com	7-21	Apptd. 7/18 Reapptd.

Eddie Twyne P.O. Box 11 Manteo, NC 27954 305-2291	7-21	Apptd. 7/15 Reaptd. 7/18
Stephanie J. Harkness-Moxley 152 Brakewood Road Manteo, NC 27954 843-540-2358(C), 573-8248(O) smoxley@madriver.com	7-21	Apptd. 7/18 Reaptd.
Kelli Harmon 723 Pirates Way Manteo, NC 27954 910-286-1660	7-21	Apptd. 7/15 Reaptd. 7/18
Ervin Bateman 4148 Poor Ridge Road PO Box 1127 Kitty Hawk, NC 27949 ervin.bateman@darenc.com 252-216-6717		Apptd. 1/19
Justin Bateman 72 Cudworth Cemetery Rd Wanchese, NC 27981 252-256-3252 Justin@wcms.com	8-22	Apptd. 8/19
B. Allen Poole 120 Roanoke Trail Manteo, NC 27954 252-473-5421 allenobx@aol.com	8-22	Apptd. 8/19

NOTES:

MEETING INFO: Every other month beginning in January
Meets at KDH Rec. Park, 8:00 a.m.
Meets once a year at the Dare Center, 11:30 a.m.
Meets once a year at the Fessenden Center, 11:30 a.m.

CONTACT INFO: Tim White, Public Services Director
252-475-5910

MEMBERS COMPENSATED: No

Bob Wells replaced Steve Evans 2/90.
Ray Hollowell replaced Andy Meekins 2/90; Peg Casey replaced Mike Leffler 2/90.
Jake McCleese replaced Peg Casey.
On October 21, 1991, DCBOC moved to have a seven member board.
Lisa Wheless replaced Glenn Lucas 3/92.
David Stowe replaced Carol Anderson 6/93.
Advisory Council was enlarged from 7 members to 13 members July 19, 1993.
Bill Walker replaced Jake McCleese and Ollie Jarvis filled unexpired term of David Stowe 11/94.
Rex Simpson filled unexpired term of Lisa Wheless 11/94.

Tim White replaced Ollie Jarvis and Bobby Outten replaced Karolyn Quidley 7/95.
DCBOC increased membership from 13 to 14 8/7/95.
Ollie Jarvis reaptd. For 1 year.; Andy Ward filled unexpired term of Ron Bennett 10/95.
Jeff Absher replaced Tim White 7/96; Kyle O'Neal replaced Belinda Willis 4/98.
Mitchell Bateman replaced Rex Simpson 8/98; Dan Ottavio filled term of Debi DesRoches 4/99.
Mike France filled term of Ray Hollowell 4/99; Wilhelmina McCleave filled term of Mary Pendill 4/99.
Bo Taylor and Jeff Absher will be replaced in September 1999.
Susan Boncek replaced Bo Taylor 12/99; Charlena Davenport replaced Jeff Absher 12/99.
Ray Evans fill unexpired term of Wilhelmina McCleave 12/99.
Timmy Midgett replaced Andy Ward 10/00.
Mel Covey apptd. To fill unexpired term of Kyle O'Neal 12/01.
Samantha DeLucia appointed to fill unexpired term of Bobby Outten 5/02.
Crystal Blackmon replaced Charlena Davenport 11/02.
Ben Whitehurst apptd. to fill unexpired term of Mike France 1/04.
Jimmy P. Brown fill term of Ray Evans 4/04; Allen Forman apptd. to fill term of Bill Walker 11/04.
Bob Sanders replaced Robert Wells; and Kelletha Govan replaced Kathy Burrus 7/05.
Ralph Horne replaced Ben Whitehurst and Ed Futtrell replaced Dan Ottavio 7/05.
Tim Cafferty filled unexpired term of Al Forman & Ronnie Roach replaced Samantha DeLucia 6/06.
Kathy Winstead filled unexpired term of Bob Saunders 11/07; April Oden replaced Ollie Jarvis 10/08.
Mel Covey moved to a northern beach representative & filled unexpired term of Ronnie Roach.
Susan Gray filled unexpired term of Mel Covey 10/08; Scott Midgette replaced Pete Hunter 7/09.
Anita Bills replaced April Oden and Tod Clissold replaced Ed Futrell 7/11.
Melinda Maher replaced Ralph Horne (deceased) 7/11.
Jack Painter replaced Crystal Blackmon 4/12; Mel Covey resigned 7/12.
Eddie Twyne replaced Timmy Midgett and Willer Spencer filled vacancy (Tod Clissold) 7/15.
Kelli Harmon filled vacancy (Mel Covey) 7/15.
Missy McPherson appointed to fill vacant seat last held by Susan Boncek 7/16.
George Berry appointed to fill vacant seat last held by Susan Gray 7/16.
Melinda Maher resigned 12/16; Jack Painter resigned 1/17.
Chairman Woodard appointed Danny Couch as Commissioner Appointee 2/20/17
Jimmy Brown passed away 1/18
Kathy Winstead remarried, her name changed to Kathy Carden 6/18
Robert Parrish replaced Scott Midgette, Stephanie J. Harkness-Moxley replaced
Keletta Govan, Amanda Hooper Walters filled a vacancy 7/18
George Barr appointed 8/18; Tim Cafferty did not wish to be reappointed, the Board will wait to
receive a recommendation from staff before filling Mr. Cafferty's seat.
Ervin Bateman replaced Danny Couch 1/19;
B. Allen Poole and Justin Bateman apptd. 8/19.

REVISED 12/20

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice TRANSPORTATION ADVISORY BOARD

2nd choice PARKS AND RECREATION ADVISORY COUNCIL

3rd choice TOURISM BOARD

Name LORENZO FOSTER

Address 705 SWAN STREET

City/State/Zip KILL DEVIL HILLS, NC 27948

Email Address inz02000@gmail.com

Telephone Home: 267-246-3886

Business: N/A

Resident of Dare County: yes no

Occupation: RETIRED

Business Address: N/A

Educational background:
High school / some college

Business and civic experience and skills:

RETIRED STATE CORRECTIONS POLICE SERGEANT / (POST/DISTRICT) VFW COMMANDER
(ZONING BOARD VICE / ACTING PRESIDENT) / FRATERNAL ORDER OF EAGLES (TRUSTEE)

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Health & Human Services Board

2nd choice Parks & Recreation Advisory Council

3rd choice ~~Equalization & Review Board~~ Older Adult Services Advisory Council

Name Isaac Simonsen

Address 1036 George Daniels Rd

City/State/Zip Manteo, NC 27954

Email Address mr.isaacsimonsen@gmail.com

Telephone Home: 252-333-6986

Business: _____

Resident of Dare County: yes no

Occupation: Personal Property Appraiser

Business Address: 962 Marshall Collins Pr., Manteo NC 27954

Educational background:
Bachelors - Psychology

East Carolina University

Business and civic experience and skills:

Health & Mental Health Manager for Early Head Start

Manager @ a Community Action Agency

Worked for the Autism Society of NC

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

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Brad Williams	Pastor, Bethany Methodist	137 Old Woot Rd, Warehse	252-675-88
Darin Wilder	EHS Director	712 Virginia Rd, Edenton	804 852 7197
Edgar Barnes	District Court Judge	962 Marshall Collins Dr	252 305 4397

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

Date: August 14th, 2020 Signature of applicant: *Isaac Jensen*

FOR OFFICE USE ONLY:

Date received: 8/14/2020

1

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Parks + Rec

2nd choice _____

3rd choice _____

Name Helen Furr

Address 305 Sandview Dr.

City/State/Zip Kill Devil Hills, NC. 27948

Email Address helen@northbeachsun.com

Telephone Home: 441-4590

Business: 449-4444

Resident of Dare County: yes no

Occupation: Sales Manager - North Beach Sun

Business Address: 115 W. Meadowlark St. K014

Educational background:

BA Geology - UNCW

Business and civic experience and skills:

Sales, Environmental Consulting

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

None

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Shirley Brinkley	Sales (Realtor)	Sandview	599-2197
Amy Robinson	Chris hawk/Bad Bean		256-2038
Holly Schnader	E. Carlton Ave. Carpet	Albemarle	305-5730

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

Date: 8-5-19 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Parks and Rec Board

2nd choice Planning Board

3rd choice Wildlife Board

Name John Cook

Address 109 Brakewood Rd

City/State/Zip Manteo, NC 27954

Email Address foresterjc@gmail.com

Telephone Home: 305-8122

Business: 252-542-0119

Resident of Dare County: yes no

Occupation: Forest Ranger - State of NC

Business Address: _____

Educational background:

BS Natural Resources, Masters in Forestry, NCSU

Business and civic experience and skills:

6+ years Dare Youth Sports Coaching

experienced in Environmental Education

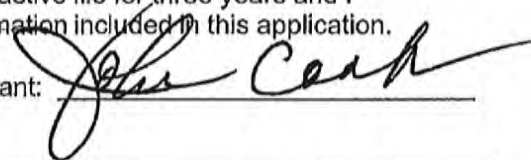
Other Boards/Committees/Commissions on which you presently serve:

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Dean Tolson	clerk court	2167114	
Bob Peele	Wanchese Industrial Park		4735867
Boone Vandzura	NPS Park Ranger		4758307

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

Date: 4/5/2019 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 4-5-19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Roanoke Island Community Center Board

2nd choice Parks and Recreation

3rd choice Juvenile Crime Prevention (Depends on work schedule)

Name Lynette Ford

Address 104 Elsie Daniels Lane

City/State/Zip Manteo, Nc 27954

Email Address fordly@daretolearn.org / lynetteford5748@gmail.com

Telephone Home: (252) 305-5748

Business: (252) 449-7000 Ext 2466

Resident of Dare County: yes no

Occupation: History Teacher

Business Address: First Flight High School

Educational background:

B.A. History (CSU), Associate Degree (COADARE); Manteo High School Graduate

Business and civic experience and skills: FFHS TEACHER

Monday Night Alive tutor? Volunteer (10 yrs), OBX Marathon volunteer
Enjoy being a public servant. Familiar with the community and their needs.

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

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Paul Charon	Lost Colony Brewery	Manteo	(252) 305-3666
Virginia Tillett		Manteo	(252) 473-2753
Jane Midgett	school board receptionist	Manteo	(252) 473-8995

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

Date: 3/16/18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: _____

Lynette Ford

Current Address:
P.O. Box 2563
Manteo, N.C. 27954
252-305-5748
lynetteford2000@yahoo.com
lynetteford5748@gmail.com
fordly@daretolearn.org

Permanent Address:
104 Elsie Daniels Lane
Manteo, N.C. 27954

Summary

Highly dedicated and resourceful Community Service Worker with a stellar record of community involvement and conflict resolution. I am adept at helping community members in finding creative and productive solutions for any issues. I am a strong multitasker and able to handle a number of simultaneous questions and problems with high accuracy and efficiency.

Highlights

- Community service experience
- Strong familiarity with community
- Excellent ability to coordinate community service
- High organization and presentation skills
- Outstanding creative thinking and problem-solving abilities
- Oral and written communication skills

OBJECTIVE: To work in the community I grew up in and to give back to the people who help me grow. I would like to be a humble servant, serving my great community.

ACTIVITIES: I worked with Monday Night Alive for 10 years. MNA is a program which helps students (k-12) with school work.

EDUCATION: **B.A. – History**
Elizabeth City State University
Elizabeth City, N.C. 27909
Graduation Date: May 5, 2007 **GPA: 3.4**
Associate in Art Degree
College of Albemarle Dare campus
Graduation Date May 2004
Effective teacher training 2008

SPECIAL SKILLS: Microsoft Works, PowerPoint
Positive attitude towards work
Adaptability towards environment
Positive attitude towards learning
Work well with people

**WORK
EXPERIENCE:**

- 2017-Present** First Flight High
100 Veterans Dr, Kill Devil Hills, NC 27948
(252) 449-700 ext 2466
History Teacher
American History
Apex Civics
World History
- 2008-Present** Full Moon Café
208 Queen Elizabeth Ave
Manteo, N.C. 27954
(252) 473-6666
Server
- 2008** Coastal Staffing Services
4601 N Croatan Hwy Kitty Hawk, N.C. 27949
(252) 255- 1800
- 2007- 2008:** Sound Feet Shoes Powells Point, NC
Assistant Manager Duck Store #6. Worked also in Kitty Hawk #5
(252)491-2858 (252)261-0490 (252) 441-0715
- 2000-2007:** Weeping Radish Restaurant and Brewery, Manteo, N.C. 27954
Opening and closing manager, Whenever needed
Pub tender, Waitress, Cook, and Customer Service
(252) 473-1157
- 1995-1999:** **Manager of Nine West Shoes,** Tanger Outlet Mall Nags Head, N.C. 27959
Customer Services
Manual Operation of the store
Visual Merchandising
(252) 441-8488
- 1995-1997:** **3rd Key of Colours and Scents,** Tanger Outlet Mall Nags Head, N.C.27959
Customer Services, Visual Merchandising and
Manual Operation of the store

1993-1995: **Wallet Works**, Tanger Outlet Mall Nags Head, N.C. 27959

AWARDS: National Collegiate Minority Leadership Award 2002
SGA Vice President 2002-2003
SGA President 2003-2004
Vice Chancellor List (2004)
Dean List (2004, 2007)
Honor Roll (2005 – 2006)
Phi Alpha Theta 2006
Honor Roll 2007
Substitute Teaching Certification 2008

REFERENCES: Paul Charron
Lost Colony Brewery & Café
Downtown Manteo, N.C. 27954
(252) 305- 3666
(252) 473-6666

Jane Midgett
Dare County School Board and Education
Manteo.N.C.27954
(252) 473-
(252) 480-8888

Virginia Tillett
Former County Commissioner/Educator
Manteo, N.C. 27954
(252) 473-2753

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Land Transfer Tax Appeals Board

2nd choice Parks and Recreation Advisory Council

3rd choice Youth Council

Name Vanzolla McMurrin

Address 1034 George Daniels Road

City/State/Zip Manteo, NC 27954

Email Address vanzollam@darenc.com

Telephone Home: 252-473-5255

Business: 252-475-5969

Resident of Dare County: yes no

Occupation: Dare County Register of Deeds

Business Address: 962 Marshall C. Collins Dr., Manteo, NC 27954

Educational background:
Manteo High School Graduate.

Business and civic experience and skills:

I am the Register of Deeds and we deal with the land transfer tax everyday. I want to be on this committee so I will know of any changes that might affect our office, & I want to assist in any way and learn more about any Board I'm on.

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

Vital Records Committee, Automation Technology Committee,

Strategic Long Range Planning Committee, all for NCARD

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Marion Midgett	retired	Manteo, NC	473-3057
James Coefield	retired	Duck, NC	261-5623
Carrie Holmes	retired	Manteo, NC	NC 473-5285

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

Date: 6/26/2018 Signature of applicant: Kanzella McMurran

FOR OFFICE USE ONLY:

Date received: 6/27/18



Board of Equalization and Review

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

December 2020

BOARD OF EQUALIZATION AND REVIEW

(One Year Term)

The following have terms to expire this month:

Nelson V. "Skip" Jones

(Originally Apptd. 2/08)

Jonathan Waddill

(Originally Apptd. 2/16)

Jeffrey Scott

(Originally Apptd. 2/16)

Terry Gore

(Originally Apptd. 4/14)

Charles Evans

(Originally Apptd. 2/16)

All would like to be reappointed.

Applications have been received from Allen Moran and David Hines

BOARD OF EQUALIZATION AND REVIEW
(One Year Term)

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

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Nelson V. "Skip" Jones 1508 Captains Lane Kill Devil Hills, NC 27948 252-441-7882	12-20	Apptd. 2/08 Reapptd. 12/08,09,10,11,12, 13,14,15,16,1/18, 12/18, 12/19
Jonathan Waddill 1322 N. Hwy 64 Manteo, NC 27954 252-564-4319 (H) 252-986-6392 (O)	12-20	Apptd. 2/16 Reapptd. 12/16, 1/18, 12/18 12/19
Jeffrey Scott 4317 Shady Lane Kitty Hawk, NC 27949 252-261-3777 (H) 252 261-1500 (O)	12-20	Apptd. 2/16 Reapptd. 12/16, 1/18, 12/18 12/19
Terry Gore 140 Fearing Place Manteo, NC 27954 252-347-6710 (H)	12-20	Apptd. 4/14 Reapptd. 12/14,15,16,1/18 12/19
Charles Evans P.O. Box 2239 Manteo, NC 27954 252-473-2055 (H) 252-473-2171 (O)	12-20	Apptd. 2/16 Reapptd. 12/16, 1/18, 12/18 12/19

NOTES:

MEETING INFO: As needed

CONTACT INFO: Hosea Wilson, III, Tax Assessor

MEMBERS COMPENSATED: \$50 per meeting

John Receveur replaced Judy Johnson and Myra Ladd replaced Carl Parrot 1/93.
Alvin S. Hibbs replaced Keith Fearing 2/93; Barbara Britt replaced Myra Ladd 1/95.
Curtis Creech replaced Ron Tillett 1/98; Michael Davenport replaced Alvin Hibbs 12/01.
Bo Taylor replaced the late Curtis Creech 12/02; Kerwin Hoy replaced Bo Taylor 4/06.
Skip Jones filled unexpired term of John Receveur 2/08.
Talmadge Jones filled unexpired term of Kerwin Hoy 3/08.
Terry Gore filled unexpired term of Barbara Britt 4/14.
Jonathan Waddill replaced Bette Gray and Jeffrey Scott replaced Talmadge Jones 2/16.
Charles Evans replaced Michael Davenport 2/16.
Nelson Jones, Jonathan Waddill, Jeffrey Scott, Terry Gore and Charles Evans were reapptd. 12/19

REVISED 12/20

1

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

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

Advisory Board or Committee interested in:

1st choice Planning Board 4.) Board of Adjustment

2nd choice ABC Board 5.) Equalization & Review

3rd choice Tourism Board 6.) Health & Human Services

Name Allen Moran

Address 381 Mother Vineyard Rd

City/State/Zip Manteo, NC 27954

Email Address allenm@darenc.com

Telephone Home: (252) 423-1309

Business: (252) 475-9222

Resident of Dare County: yes no

Occupation: Police Officer / Real Estate Broker / Restaurateur

Business Address: 7623 S. Virginia Dare Trl Nags Head, NC

Educational background:

NC licensed real estate broker, NC Justice Academy,

College of the Albemarle

Business and civic experience and skills:

Rotary International Community Service Chair (Manteo, 2012),

U.S. Restaurant Association Board Member

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

NCDOT Board, Roanoke Island Community Center,
Albemarle Regional Planning Organization,
Peanut Belt Regional Planning Organization

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>RV Owens</u>	<u>Self-Employed</u>	<u>Manteo, Nc</u>	<u>216-8079</u>
<u>Doug Doughtie</u>	<u>Sheriff (Dare)</u>	<u>KDH, Nc</u>	<u>216-9898</u>
<u>Marc Basnight</u>	<u>Retired</u>	<u>Manteo, Nc</u>	<u>216-6703</u>

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

Date: 02/02/2018 Signature of applicant: Alie M

FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice PLANNING BOARD

2nd choice Game & Wildlife Commission

3rd choice EQUALIZATION AND REVIEW BOARD

Name DAVID HINES

Address 306 First Flight Run

City/State/Zip Kitty Hawk, NC 27949

Email Address David@CoastalNobz.com

Telephone Home: N/A

Business: 252-573-9547

Resident of Dare County: yes no

Occupation: REAL ESTATE / CONSTRUCTION & DEVELOPMENT

Business Address: 3210 North Croatan Highway Suite 1A
Hill Devil Hines, NC 27948

Educational background:

Attended NC State

Business and civic experience and skills:

Numerous committees in the past with OBAR

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

CURRENT MEMBER, THE BOARD OF ADJUSTMENT TOWN OF
Kitty Hawk.

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>ERVIN BATEMAN</u>	<u>RESTAURANT OWNER</u>		<u>252-202-1072</u>
<u>ROBERT WOODARD</u>	<u>TOWNE INSURANCE</u>		<u>252-702-7219</u>
<u>DAVID JOYNER</u>	<u>TOWNE BANK MORTGAGE</u>		<u>252-599-1714</u>

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

Date: 02/07/19 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 2/7/19



Upcoming Board Appointments

Description

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

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

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

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

Upcoming Board & Committee Appointments

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

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

Information on how to obtain and submit applications follows the list.

January, 2021

Nursing Home Community Advisory Council - 1 term expiring

Older Adult Services Advisory Council - 1 term expiring

Tourism Board - 6 terms expiring

Working Watermen Commission - 2 terms expiring

February, 2021

Aging Advisory Board – 2 terms expiring

Planning Board – 2 terms expiring

Senior Tar Heel Legislature Delegates – 2 terms expiring

(Requirements: One delegate and one alternate must be at least 60 years of age.)

March, 2021

None

~~~~~Instructions for Obtaining and Submitting Applications~~~~~

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

Cheryl C. Anby, Clerk to the Board at 475-5800



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

Description

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

Board Action Requested

Consider items presented

Item Presenter

Robert Outten, County Manager