



COUNTY OF DARE
PO Box 1000, MANTEO, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Monday, August 01, 2022

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

AGENDA

- 9:00 AM** **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Service Pins - August, 2022
- ITEM 3** Employee of the Month
- ITEM 4** Public Comments
- ITEM 5** Camp Emmanuel--Amendment to SUP 3-2009 to add Family Life Center Building to Existing Group Development
- ITEM 6** Dare County Health and Human Services - Public Health Division Opioid Settlement Funds Proposal
- ITEM 7** A Request to Close the Paved Portion of Seagull Street in Rodanthe
- ITEM 8** Proclamation - Child Support Awareness Month
- ITEM 9** Resolution for Dare County to Join the North Carolina Investment Pool
- ITEM 10** 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, Declaring the Intent of the County to Reimburse itself for Capital Expenditures from Proceeds thereof, and Providing for Certain Other Related Matters Thereto
- ITEM 11** Consent Agenda
1. Approval of Minutes
2. Tax Collector's Report
- ITEM 12** Board Appointments
1. Airport Authority
2. Parks and Recreation Advisory Council
3. Upcoming Board Appointments
- ITEM 13** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON SEPTEMBER 6, 2022



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard, Sr.



Service Pins - August, 2022

Description

Service pins for the month of August will be presented

Board Action Requested

None

Item Presenter

Robert Outten, County Manager



Employee of the Month

Description

The Employee of the Month Certification will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Comments

Description

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

Comments can be made at the Commissioners Meeting Room in Manteo (Administration Bldg., 954 Marshall Collins Drive, Manteo) or through an interactive video link at the Fessenden Center Annex (47013 Buxton Back Road, Buxton).

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Camp Emmanuel--Amendment to SUP 3-2009 to add Family Life Center Building to Existing Group Development

Description

Liberty Christian Fellowship Inc. has submitted a Special Use Permit application to amend their existing SUP #3-2009 to allow for the addition of a new 15,000sqft Family Life Center Building to their existing group development located in Colington. A detailed staff report, site plan, and other supporting documents are attached with this cover sheet.

Board Action Requested

Motion to approve amendments to draft SUP and site plan--"I move that amendments to SUP#3-2009 and associated site plan for the proposed addition of a family life center building to the existing group development be approved."

Item Presenter

Noah H Gillam, Planning Director



County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5000

July 18, 2022

MEMORANDUM

TO: Dare County Board of Commissioners

FROM: Noah H Gillam, Planning Director *NHG*

RE: Camp Emmanuel—Amendment to SUP 3-2009 to add family life center to existing group development.

Liberty Christian Fellowship Inc. has submitted a Special Use Permit application to amend their existing special use permit #3-2009 to allow for the addition of a new building to the existing group development. The original special use permit was for the construction of 8 cabins, two bathhouses, and associated recreational amenities used by the church for the purpose of a summer camp. The applicant is seeking the amendment to build a new 15,000 square foot family life center that will be used by the church and the summer camp attendees. The building will be two stories and include a gymnasium, dining hall/kitchen, office space, classrooms, and restrooms.

The parcel is 632,645 square feet, and with the existing improvements onsite and the new proposed building the group development is still well below the 30% lot coverage limitations for the R-2B zoning district. There is an existing gravel parking lot on the parcel that is used by the camp, and as overflow parking for the church located across Williams Dr. The new building will be located adjacent to this existing parking lot, and the lot will be used as parking for the new family life center. The parking lot has 47 spaces shown on the site plan and is an adequate amount for the proposed use. The building will be accessed from the existing gravel drive used to service the camp, and will have one driveway cut on Williams Dr. that will be used as a service loading and unloading area.

A State low density stormwater permit will be required for the project. The site will utilize an existing pond and wooded area on the parcel for stormwater containment and infiltration. Disturbance on site is less than an acre so a State erosion control permit will not be required. The proposed area for the building was previously cleared when the camp improvements were installed.

The building will be constructed as a slab on grade structure, with a first floor elevation of 9'ft meeting the requirements of the Dare County Flood Damage prevention ordinance. The developer intends to fire sprinkle the entire structure. A copy of the site plan has been provided to the county fire marshal for his review and his comments are attached with this memo. The project engineer and staff from the church have met on site with the fire marshal and Colington Fire Chief and have updated the site plan to reflect the fire marshals request and comments. A copy of the site plan is attached to this memo.

The proposal was reviewed by the Dare County Planning Board at their July 11, 2022 meeting. The conditions in the draft SUP amendment and site plan were identified by the Planning Board and recommended as reasonable and appropriate conditions to apply to the proposed use. A copy of the original SUP, new site plan, fire marshal comments, and draft SUP are attached to his memo for the boards review.

The notice procedures for quasi-judicial uses established in Section 22-72 of the Dare County Zoning Ordinance were implemented.

Draft Motion: "I move that the amendment to SUP #3-2009 and associated site plan for the addition of a building to an existing group development be approved."

**NORTH CAROLINA
COUNTY OF DARE**

RE: Application of:
Camp Immanuel/Liberty
Christian Church for
a group development
in Colington, NC

Conditional Use Permit No. 3-2009
Dare County Code Sections
22-22.2, Section 22-21 and 22-68

On November 2, 2009 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 churches and group developments;
3. That the Petitioner owns property located in Colington, NC Parcel Identification Number 03-987310368401. The property is located on Williams Drive and is zoned R-2B, alternative medium residential;
4. That the Dare County Planning Board recommended for approval the granting of a Conditional Use Permit as requested. The Planning Board made this recommendation on October 12, 2009.
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.

NOW, THEREFORE, under the provisions of the Code, the following conditional use is granted to Camp Immanuel (Liberty Christian Church) for a group development for the purposes of operating a youth camp, subject to such conditions as are hereinafter set out:

CONDITIONAL USE: A group development consisting of cabins and amenities for a youth camp. The youth camp will be located in on land adjacent to existing church facilities in Colington, NC. A site plan depicting the group development is identified as Appendix B, attached to this Permit.

CONDITIONS:

1. The group development shall consist of 8 cabins, a counselor's cabin, two bathhouses and associated recreational amenities. Each youth cabin and the counselor cabin may accommodate up to 10 persons. All facilities shall be constructed to be consistent with applicable building codes and handicap codes.
2. An existing 60' right-of-way shall be improved with a gravel sub-base consistent with NC Department of Transportation standard. A turnaround area shall be provided at the end of the road as depicted on the site plan. A letter from the project engineer shall be submitted upon completion of the road improvements that the sub-base gravel improvements have been installed as depicted on the approved site plan.
3. There are two existing residential structures on the site and one bath house that are depicted on the site plan.
4. Existing parking lots on the site shall serve as parking for the counselor and other camp volunteers. The kitchen facilities at Liberty Christian church will be used by the camp.
5. Future improvements will require additional review and approval by the Dare County Planning Board and Board of Commissioners through the CUP amendment process.
6. Existing vegetation shall be maintained to provide a buffer from adjoining properties. The vegetative buffers are depicted on the site plan.
7. Construction of all cabins, road improvements and amenities shall be completed within five years of the date of Board of Commissioners approval. Additional time for construction may be sought by the applicants if necessary.
8. Any changes to the site plan shall be reviewed by the Dare County Planning Department. An as-built survey of the improvements shall be submitted to the Planning Department upon completion of the improvements.
9. It is understood that all other terms and provisions of the Code shall remain in full force and effect except as herein lawfully permitted;

10. A violation of this Permit shall be a violation of the Code punishable as therein provided, and shall automatically void Permit;

11. The Petitioners shall accept these terms as indicated by appropriate signatures on page 3 of this CUP before this Permit shall be effective.

This 2nd day of November 2009

SEAL:

COUNTY OF DARE

By: Warren C. Judge
Warren Judge, Chairman
Dare County Board of Commissioners

ATTEST:

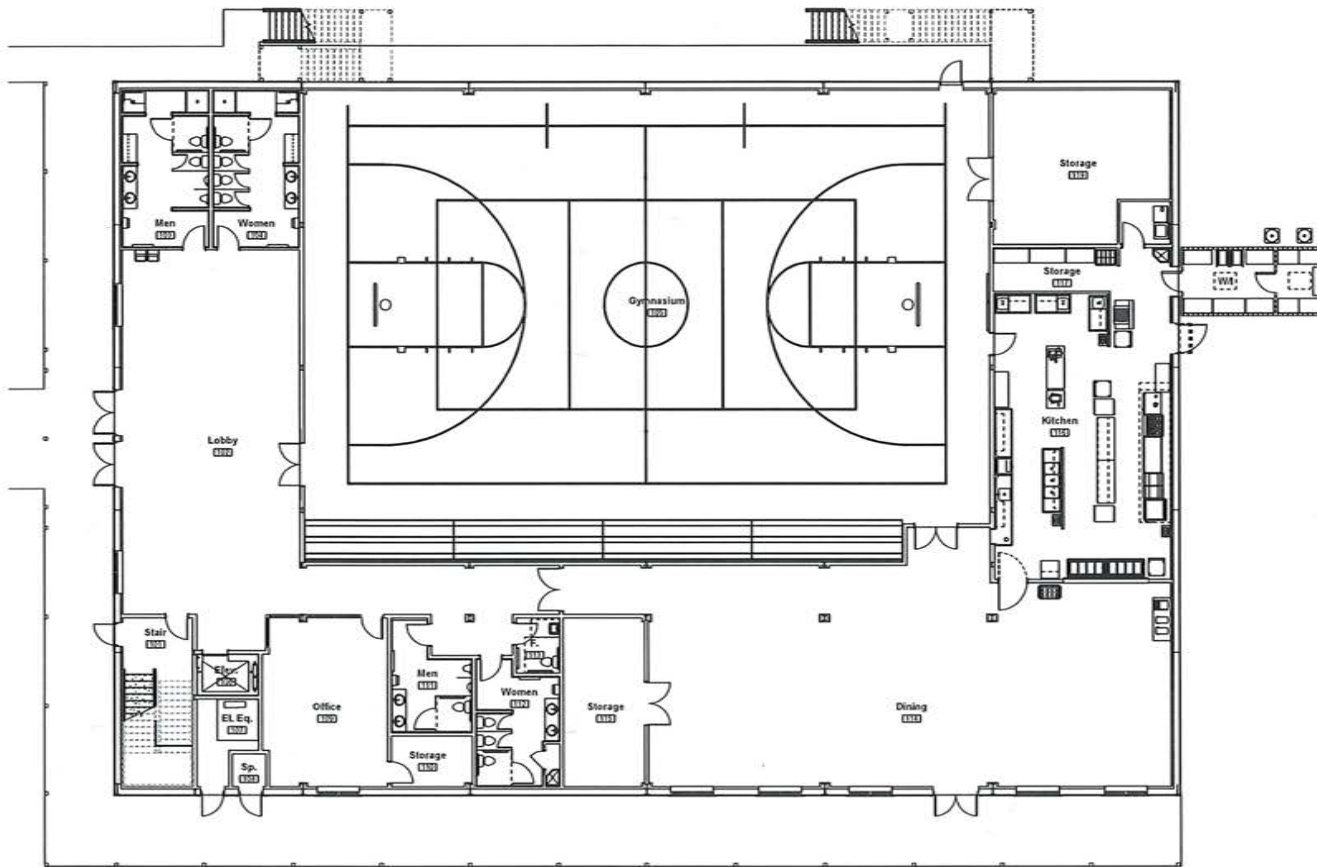
By: [Signature]
Katie V. Smith
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

By: [Signature]
Liberty Christian Church
Camp Immanuel

APPROVED AS TO LEGAL FORM

By: [Signature]
Robert L. Outten
County Attorney



1 First Floor Plan
1/8" = 1'-0"

cahoon+kasten
 118 Wood Wood Drive
 Hope, NC 27543
 P 252.441.0271 | F 252.441.0724
 office@cahoon+kasten.com

Project: Liberty Christian Church
 Project No: 22012
 Location: 244 Williams Dr
 Colington, NC 27948
 Title: First Floor Plan
 Date: June 17, 2022
 Scale: 1/8" = 1'-0"

The designer shall not be responsible for any error, omission, defect or deficiency in the contract documents ("Contract") prepared by the designer or its consultants which in any way impacts the schedule of the project, results in a lack of coordination among the contract documents, delays the completion of the project or which in any other way causes any damage to the project or the owner, contractor, subcontractor, or other entity involved in the project, unless (i) the designer is promptly notified of such error, in any event within 14 days of the date such error was discovered or could reasonably have been discovered, and (ii) the designer is given opportunity at the time of discovery to address such error, and, if appropriate, take such steps as are necessary to correct and resolve it. Failure to comply with the provisions of this paragraph shall constitute a waiver of any claim for damages, or a right to offset against the designer's owner, contractor or others and shall in no event constitute or allow a reduction in the fees otherwise due designer for services provided on the project.

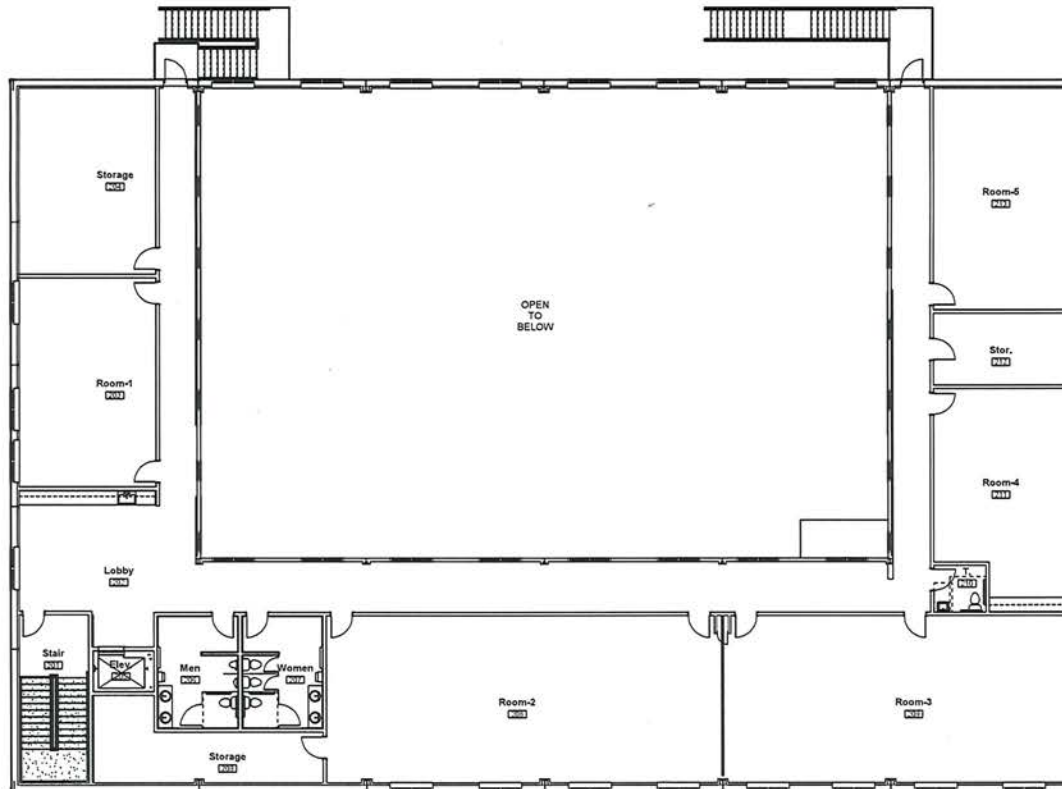


Revisions:

No.	Description	Date

Drawn: BAWK
 Check: JPB
 Engineer: CAH
 (CAH)

A010



1 Second Floor Plan
1/8" = 1'-0"

cahoon+kasten
ARCHITECTS

115 West Woodhill Drive
Nags Head, North Carolina 27959
P 252-441-0371 F 252-441-1204
E office@cahoonk.com

Project: Liberty Christian Church
Project No: 22012
Location: 244 Williams Dr
Collington, NC 27948
Title: Second Floor Plan
Date: June 17, 2022
Scale: 1/8" = 1'-0"

The designer shall not be responsible for any error, omission, defect or deficiency in the contract documents ("error") prepared by the designer or its consultants which in any way impacts the schedule of the project, results in a lack of coordination among the contract documents, delays the completion of the project or which in any other way causes any damage or loss to the owner, contractor, subcontractor, or other entity involved in the project, unless: (1) the error is promptly notified of such error, in any event within 14 days of the date such error was discovered or could reasonably have been discovered, and (2) the designer is given opportunity at the time of discovery to address such error, and, if appropriate, take such steps as are necessary to correct and resolve it. Failure to comply with the provisions of this paragraph shall constitute a waiver of any claim for damages, or a right to affect unpaid designs by owner, contractor or others and shall in no event cause or allow a reduction in the fees otherwise due designer for services provided on the project.



Revisions:

No	Description	Date

Discussed: BNC
Drawn: JPB
Reviewed:
Cadd File:

A011





COUNTY OF DARE
Department of Emergency Management
Office of the Fire Marshal
P.O. Box 1000, Manteo, North Carolina, 27954

Steven R. Kovacs, NC-CFI
Deputy Emergency Manager/Fire Marshal

(252) 475-5750

To: Noah Gillam, Planning Director
From: Steven R. Kovacs, Fire Marshal
Date: July 7, 2022
Re: Liberty Christian Fellowship

I have reviewed the submitted site plan for the Liberty Christian Fellowship project in Colington and have the following comments:

- Based on the submitted plan the needed water for firefighting operations could be as much as 2,000 gallon of water per minute. A new hydrant flow test will be required to be completed at this site. Detailed information shall be required on how the needed fire flow requirements will be met.
- A fire hydrant will be needed on the site for the automatic fire suppression system. The location of the hydrant shall be in the island at the NE corner entrance. If no curbing is to be installed at the driveway, impact protection for the fire hydrant will be required meeting section 312 of the North Carolina Fire Code.
- Currently there is no indication on the plans for the required FDC fire line. The FDC for the fire sprinkler system shall be located in the island on the west side of the parking lot behind the handicap parking spots. Final location shall be approved by Chief Glenn Rainey of the Colington Fire Department prior to construction. FDC shall be provided with impact protect meeting the requirement of section 312 of the North Carolina Fire Code.

- The following language needs to be added to the site plan specifying the following:

NCFC 503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 m), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

NCFC 503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads (75,000 pounds) of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

NCFC 503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearance established in 503.2.1 and 503.2.2 shall be maintained at all times.

- The driveway at the south end of the building needs to be widened to 20-feet up to the corner of the building to allow clear access for fire apparatus.
- Fire lanes shall be marked per Dare County Fire Marshal's requirements as indicated on the marked-up plans.

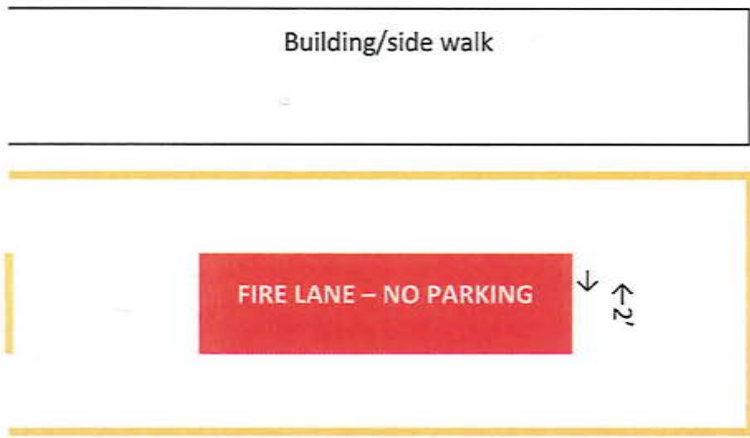
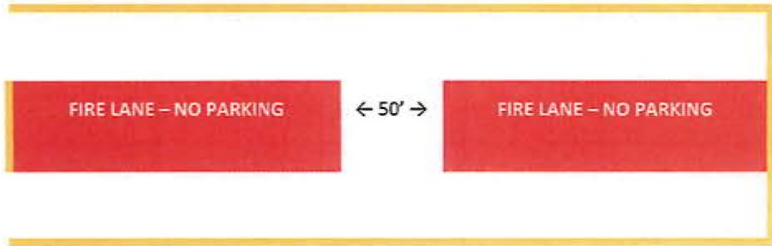
- Site improvements to include required water supply and fire apparatus access roads must be installed prior to combustible construction material being brought to the site per Chapter 33 of the North Carolina Fire Code.

** Please understand that approval of any documents in no way relieves the owner, the architect, the engineer, or the contractor from the responsibility of violations of governing codes and regulations not found by our office. When such violations are found they must be corrected.*

All designated fire lanes shall be marked accordingly.

- Stripes, where required:
 - Shall be 4-6 inches in width.
 - Stripes shall be yellow paint.
 - Strips shall be placed along the outer edge of the road/designated area. If curbs are present the curb shall be painted yellow.
 - There shall be a stripe at the beginning and end of the fire lane

- "Fire Lane – No Parking" pavement markings
 - Shall have white letters on a red back ground.
 - The letters shall be 1-foot in height with a 2-inch stroke.
 - The red background block shall be 2-feet wide with letter placed in the center. The letter tops shall face the building.
 - There shall be not more then 50-feet between the pavement marking.



Signs

- Shall be 12 x 18 inches in size.
- Must be constructed of metal.
- Shall be reflective with the wording and directional arrow as below.
- Signs shall be mounted on a pole or on the building structure at least 5-feet and not more than 7-feet off the ground.
- Signs shall face the fire lane.
- Signs shall be spaced along the fire lane at intervals not to exceed 50-feet or as designated by the Fire Official.





2022 AMENDMENT TO SPECIAL USE PERMIT #3-2009
FOR CAMP EMMANUEL/LIBERTY CHRISTIAN CHURCH GROUP DEVELOPMENT
Dare County Sections 22-21, 22-22.2, 22-31, 22-65, & 22-70

On August 01, 2022 the Dare County Board of Commissioners considered an amendment to the conditional use permit for the Camp Emmanuel/Liberty Christian Church group development in Colington, NC. The original CUP was issued in November 2009 by the Dare County Board of Commissioners.

On July 11, 2022, the Dare County Planning Board reviewed the proposed amendment and found the conditions to be reasonable and appropriate.

The following revisions shall be made a part of SUP 3-2009 as detailed below:

Condition #1 of SUP 3-2009 is amended to read:

The group development shall consist of 8 cabins, a counselor's cabin, two bathhouses, a two story 15,000sqft Family Life Center, and associated recreational amenities. Each youth cabin and the counselor cabin may accommodate up to 10 persons. All facilities shall be constructed to be consistent with applicable building codes and handicap codes.

Condition #4 of SUP 3-2009 is amended to read:

Existing parking lots on the site shall serve as parking for the family life center, counselors, and other camp volunteers. The kitchen facilities of the Family Life Center will be used by the Camp and Church.

The Following conditions will be added to the SUP:

- 1. No staging of equipment or materials shall occur in the right-of-way of Williams Dr.*
- 2. Applicant shall comply with all requirements of the Dare County Fire Marshal.*
- 3. Copies of all applicable State Permits shall be provided to the Dare County Planning Department before construction activities can occur.*
- 4. An as-built survey of the property showing all new improvements shall be submitted to the Planning Department before issuance of Certificate of Occupancy.*
- 5. The applicant shall have three years from the building permit issuance date to install all improvements.*

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

This 01st day of August 2022

SEAL:

COUNTY OF DARE

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

ATTEST:

By: _____
Cheryl Anby
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

Liberty Christian Church

APPROVED AS TO LEGAL FORM

By: _____
Robert L. Outten
County Attorney



*Dare County Health & Human Services- Public Health Division
Opioid Settlement Funds Proposal*

Description

Presentation to the board on proposed use of Opioid Settlement Funds

Board Action Requested

Approve 

Item Presenter

Dr. Sheila Davies

DARE COUNTY OPIOID SETTLEMENT FUNDING PROPOSAL

June 2022



Department of Health & Human Services

Nearly 8 North Carolinians die every day from opioid overdose.

“The opioid epidemic has torn families apart and killed thousands of North Carolinians. While no amount of money will ever be enough, these settlements will bring much-needed programs and services to North Carolina.”

Attorney General Josh Stein



July 2021: Historic \$26 billion Agreement Reached



Distributors & Manufacturer

- McKesson
- Cardinal Health
- Amerisource Bergen
- Johnson & Johnson



Resolves

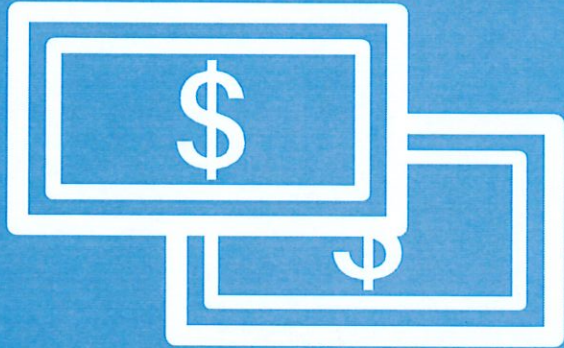
Litigation over the role of the four companies in creating & fueling the opioid epidemic.



Requires

Significant industry changes that will help prevent this type of crisis from happening again.





**\$750 million of
settlement goes to NC**

Per North Carolina Memorandum of Agreement:

- 15% to State of North Carolina
- 85% to local governments

**One of the most favorable state-level arrangements for
local governments in the United States.**



Local Governments to Receive Direct Payments

100 North Carolina counties

17 Municipalities:

- Asheville
- Canton
- Cary
- Charlotte
- Concord
- Durham
- Fayetteville
- Gastonia
- Greensboro
- Greenville
- Henderson
- Hickory
- High Point
- Jacksonville
- Raleigh
- Wilmington
- Winston-Salem



North Carolina Memorandum of Agreement

Will help bring desperately
needed relief to communities
impacted by opioids by
supporting:



Treatment



Recovery Support



Harm Reduction

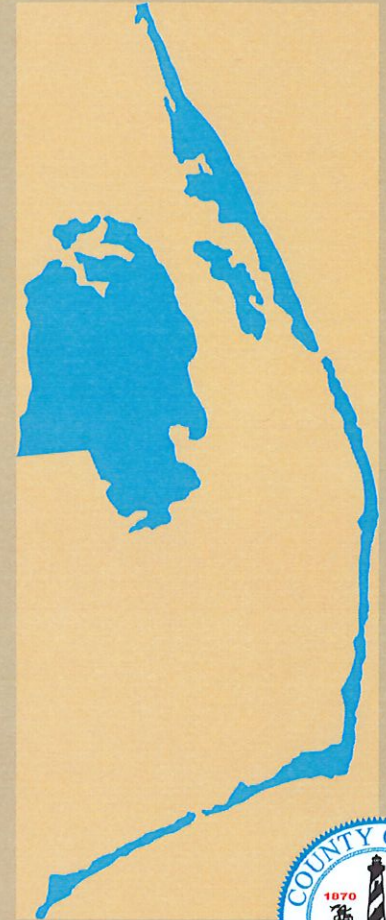
**And Other Strategies to Address
the Opioid Epidemic.**



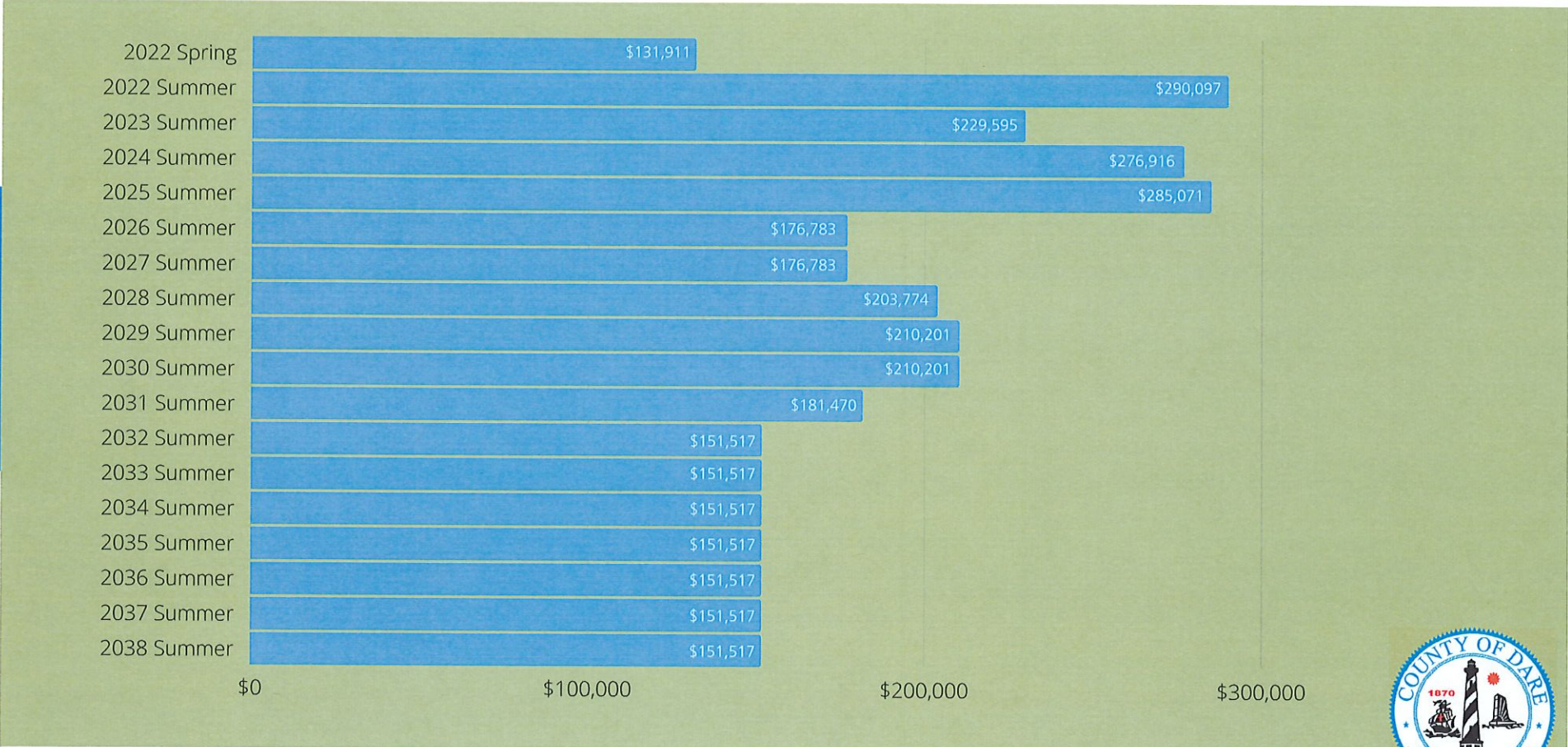


\$3,433,424.00

**Over 18 years paid
to Dare County**



Payment Schedule



\$70,000

Overdose Response Coordinator

\$100,000

Probation Officer for Recovery Court

\$30,000

Naloxone for Community Distribution

\$12,000

Fentanyl Testing Strips for Community Distribution

\$40,000

Fentanyl Kills Mass Public Awareness Campaign

\$125,000

Community Initiatives (contract services/mini-grants)

\$25,000

Linkage to Care/Social Determinants of Health

Fiscal Year 2023



CONTACTS

Sheila Davies, PhD
Sheila.Davies@DareNC.com
252.475.5076

Roxana Ballinger
Roxana.Ballinger@DareNC.com
252.475.5619

RESOURCES

<https://ncopioidsettlement.org/>

<https://www.morepowerfulnc.org/opioid-settlements/>

<https://www.morepowerfulnc.org/opioid-settlements/purdue-mallinckrodt-bankruptcies/>



Department of Health & Human Services



A request to close the paved portion of Seagull St in Rodanthe

Description

Property owners of Mirlo Beach Subdivision phase two are requesting that the paved portion of Seagull St in Rodanthe be permanently closed pursuant to the requirements of North Carolina General Statute 153A-241. If the request is approved this will allow the property owners the ability to move their houses westward on the their lots to mitigate damages from erosion and storm events. Attorney Jeff Malarney is representing the property owners of Mirlo Beach Phase two.

Board Action Requested

Adopt a resolution as required by G.S. 153A-241 to schedule a Public Hearing on the matter on September 6, 2022 at 9 a.m.

Item Presenter

Noah H Gillam, Planning Director

§ 153A-241. Closing public roads or easements.

A county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation. The board of commissioners shall first adopt a resolution declaring its intent to close the public road or easement and calling a public hearing on the question. The board shall cause a notice of the public hearing reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement. At the hearing the board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county.

Any person aggrieved by the closing of a public road or an easement may appeal the board of commissioners' order to the appropriate division of the General Court of Justice within 30 days after the day the order is adopted. The court shall hear the matter de novo and has jurisdiction to try the issues arising and to order the road or easement closed upon proper findings of fact by the trier of fact.

No cause of action founded upon the invalidity of a proceeding taken in closing a public road or an easement may be asserted except in an action or proceeding begun within 30 days after the day the order is adopted.

Upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement. However, the right, title or interest vested in an adjoining landowner by this paragraph remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility. (1949, c. 1208, ss. 1-3; 1957, c. 65, s. 11; 1965, cc. 665, 801; 1971, c. 595; 1973, c. 507, s. 5; c. 822, s. 1; 1977, c. 464, s. 34; 1995, c. 374, s. 1.)

Certificate of Approval for Recording Plat and Acceptance of Dedications

I, **SANDRA W. GAMIEL**, the County Clerk of Dare County, North Carolina, do certify that on the 24 day of MARCH, 1987, the Board of County Commissioners approved this plat for recording and accepted the dedication of the roads, easements, rights-of-way and public parks and other sites for public purposes as shown hereon, but assume no responsibility to open or maintain the same until, in the opinion of the governing body of Dare County, it is in the public interest to do so.

July 29, 1985
Date

Sandra W. Gamiel
County Clerk

North Carolina, Dare County

The foregoing certification of **Wesley H. Meekins, Jr.**, Registered Land Surveyor and **W.C. Owen**, a Notary Public of Dare County, are certified to be correct. Presented for registration this the 20 day of July, 1987 at 1:09 o'clock P.m. and recorded in this office in Map Book PCC Slide 26D

Doris O. Jey
Register of Deeds

Vanzella McMullan
By Assistant Register of Deeds

Health Department

I hereby certify that the lots as proposed in this map of the subdivision entitled Mirlo Beach meets the requirements as to minimum area or an individual sewage disposal and water supply system as provided by ordinance of the Dare County Board of Health. Lots are evaluated separately as to topography, drainage, and soil porosity.

14 July 87
Date

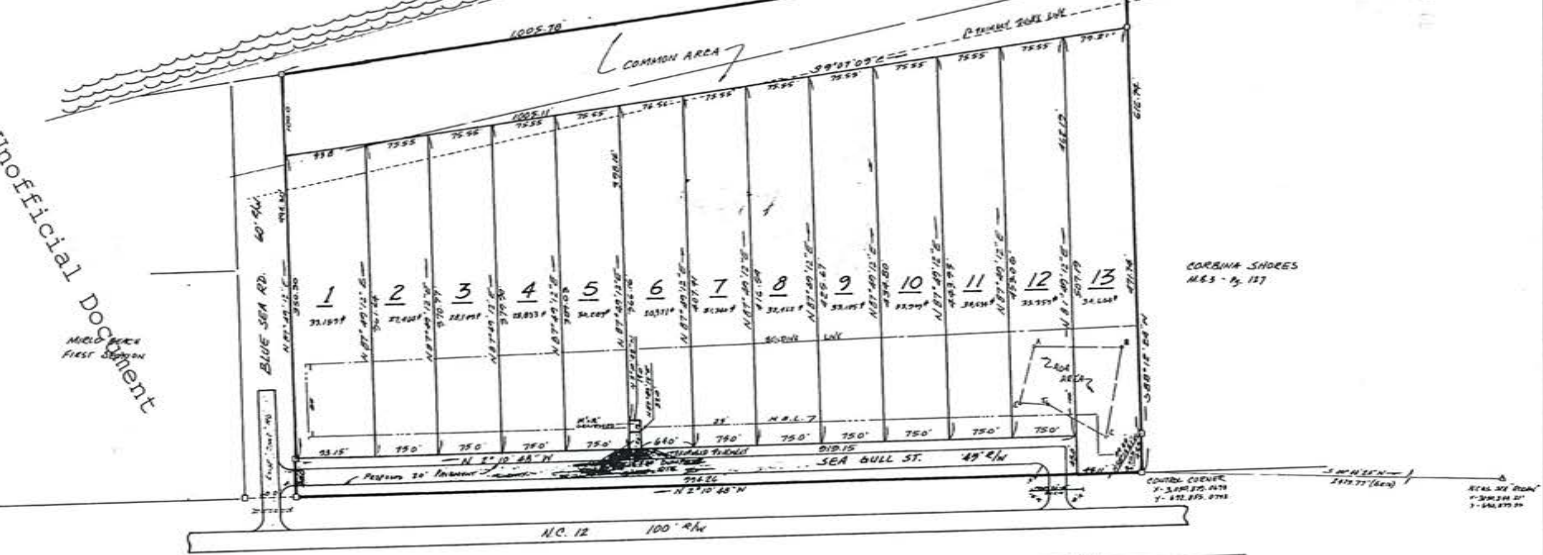
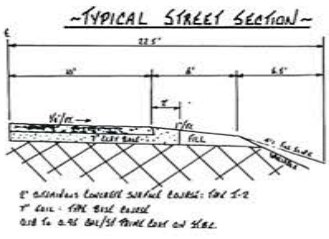
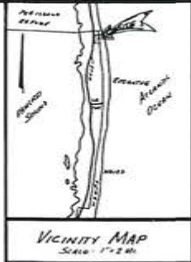
Harold J. Hester
Sanitarian

Certificate of Approval by the Planning Board

Wesley Meekins, Jr., Chairman of the Dare County Planning Board, hereby certifies that the Board duly approved the first plat of the subdivision entitled Mirlo Beach on the 14 day of July, 1987.

Edward McGehee
Chairman

The streets and roads in this subdivision are dedicated to public use. However, their maintenance will be the sole responsibility of the adjacent property owners until they are brought up to the standards of the N. C. Dept. of Transportation and accepted. (Sec. 81-4, Dare Co. Subdiv. Regs. and N.C.O.S. 134-102.6)



Unofficial Document

Certificate of Ownership and Dedication

I (We) hereby certify that I (we) are the owner (owners) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines, and dedicate all roads, alleys, walks, parks, and other sites to public or private use as noted. Further, I (we) certify the land as shown is within the platting jurisdiction of Dare County.

July 29, 1985
Date

Wesley H. Meekins, Jr.
Owner or Authorized Agent
W.H.C. INVESTMENT CO., INC.
MANTO, N. C. 27554

Wesley H. Meekins, Jr.
Owner or Authorized Agent
Dare County Board of Commissioners

I, **WESLEY H. MEEKINS, JR.** CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS PLAT WAS DRAWN FROM AN ACTUAL FIELD LAND SURVEY; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS THOMP THAT THE AREA IS DETERMINED BY THE D. M. D. METHOD; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G. S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 20 DAY OF July, 1987.

Wesley H. Meekins, Jr.
REGISTERED LAND SURVEYOR

Wesley H. Meekins, Jr.
NOTARY PUBLIC
My Commission Expires January 13, 1987

- GENERAL NOTES**
- TOTAL AREA SUBDIVIDED = 12.71 AC.
 - 13 TOTAL LOTS
 - ALL LOTS IN EXCESS OF 20,000 S.F.
 - SETBACKS:
FRONT - 25' (UNLESS OTHERWISE NOTED)
SIDE - 10'
 - SUBDIVISION LOCATED IN UNZONED AREA
 - SMALLEST LOT IN SUBDIVISION IS 22,414 S.F.
 - AREA OF AREA OF REC.
 - BEARING SHOWN HEREON ARE N.T.C. GRID, DISTANCES ARE GROUND DISTANCES UNLESS OTHERWISE NOTED
 - ACCESS TO THESE LOTS TO BE FROM SEA GULL ST. ONLY
 - ALL UTILITIES TO BE PLACED IN R.W.

MAP OF
SECOND SECTION
MIRLO BEACH
PROPERTY OF MIRLO INVESTMENTS, INC.

RODANTHE KINNALEET TRIST
DARE COUNTY NORTH CAROLINA
W. M. MEEKINS, JR. & ASSOC. - SURVEYORS/PLANNERS



W. M. MEEKINS, JR. & ASSOCIATES
Land Surveyors and Planners
P. O. Box 1978
MANTO, N. C. 27554
Job No. PDB-222-85

NOTARY PUBLIC
DARE COUNTY
W. C. OWEN

Proposal To Close Seagull Street In Rodanthe

Seagull Street is a private road owned by the Mirlo Beach Home Owners Association. It fronts a total of 13 oceanfront building lots of which 12 have homes built on the lots. It runs parallel with the section of NC Highway 12 which will become a dead end street upon the opening of the Jug Handle Bridge. The NCDOT has granted Seagull home owners the right to establish driveways from their lots to NC 12 upon the opening of the bridge.

The Mirlo Beach HOA is responsible for keeping Seagull clear of all sand and debris to allow the Seagull owners to gain access to their homes. This has become a great burden for the HOA. Some years over half of the HOA fees are used just to keep Seagull clear. Because of this the HOA has offered to deed the property occupied by Seagull to the Seagull home owners. This property is approximately 45 feet wide and runs between the home owners lots and the NC 12 right of way. This generous offer will allow all of the Seagull St homes to be moved forward towards NC 12 and a significant distance away from the Atlantic Ocean. Needless to say the Seagull home owners have accepted the offer from the HOA.

Attached you will find Affidavits from all 12 of the Seagull Street home owners asking the Commission to support the closing of Seagull Street.

AFFIDAVIT OF JULIE CLARK


JULIE CLARK, resident of Spokane WA, the undersigned, first being duly sworn, does hereby depose and say:

1. I am the exclusive owner of real property located at 22025 Seagull St, Rodanthe, Dare County NC (hereinafter "my property").
2. My property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit my egress to my property.
4. I would still have access to my property by extending my driveway to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

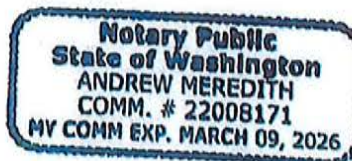
This the 6th day of July 2022.


JULIE CLARK

Sworn and Subscribed to this the 6th day of July 2022.


Notary Public

My Commission Expires: 3/9/26




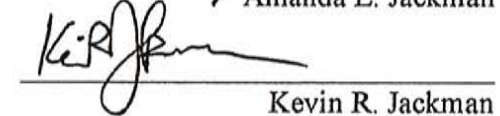
AFFIDAVIT OF AMANDA L. JACKMAN AND KEVIN R. JACKMAN

Amanda L. Jackman and Kevin R. Jackman, residents of Fairfax Station, VA, the undersigned, first being duly sworn, do hereby depose and say:

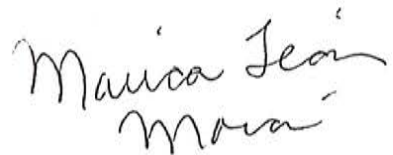
1. We are the exclusive owners of real property located at 22035 Seagull St, Rodanthe, Dare County NC (hereinafter "our property")
2. Our property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit our egress to our property.
4. We would still have access to our property by extending our driveways to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 15 day of July 2022.


Amanda L. Jackman


Kevin R. Jackman




Monica Leon Moran


Subject: Affidavits for 22049 & 22083 Sea Gull st
Date: 7/13/2022 4:56:41 PM Eastern Standard Time
From: meredithhawkins2@gmail.com
To: goosemon@aol.com

AFFIDAVIT OF SEA GULL, LLC BY MEREDITH HAWKINS

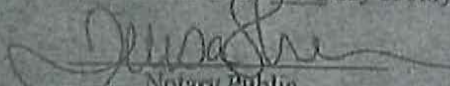
Meredith Hawkins, resident of the state of Arizona, the undersigned, first being duly sworn, does hereby depose and say:

1. Sea Gull, LLC is the exclusive owner of real property located at 22049 Seagull St, Rodanthe, Dare County NC (hereinafter "our property") and I am a Member/Manager of Sea Gull, LLC.
2. Our property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit our egress to our property.
4. We would still have access to our property by extending our driveway to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 13 day of July 2022.

Sea Gull, LLC

Meredith Hawkins, Member/Manager

Sworn and Subscribed to this the 13 day of July 2022.


Notary Public

My Commission Expires: Oct 08, 2023

STATE OF ARIZONA
COUNTY OF WAVERNE
NOTARY PUBLIC
BY [Signature]
DATE 7/13/2022
IN PRESENCE OF [Signature]
I, [Signature], Notary Public for the State of Arizona, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my files.

AFFIDAVIT OF BRIAN MCARTHUR

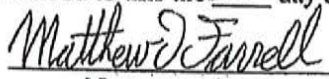
Brian McArthur, resident of Gilbert, AZ the undersigned, first being duly sworn, does hereby depose and say:

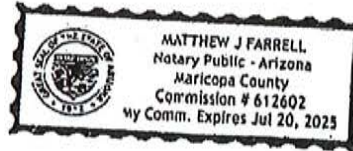
- 1, I am the exclusive owner of real property located at 22063 Seagull St, Rodanthe, Dare County NC (hereinafter "my property")
- 2, My property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit my egress to my property.
4. I would still have access to my property by extending my driveway to NC Highway 12.
5. I support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 5th day of July 2022.

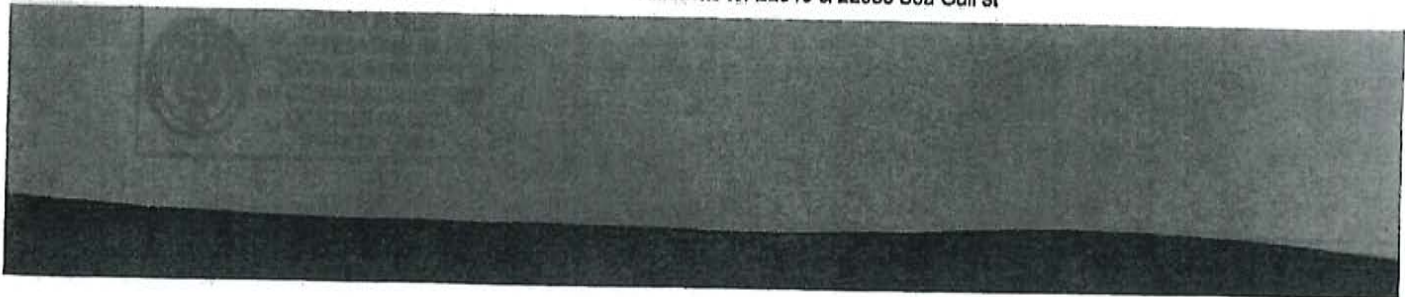

Brian McArthur

Sworn and Subscribed to this the 5th day of July 2022.


Notary Public



My Commission Expires: 07/20/2025



AFFIDAVIT OF MEREDITH HAWKINS

Meredith Hawkins, resident of the state of Arizona, the undersigned, first being duly sworn, does hereby depose and say:

1. I am the exclusive owner of real property located at 22083 Seagull St, Rodanthe, Dare County NC (hereinafter "my property").
2. My property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit my egress to my property.
4. I would still have access to my property by extending my driveway to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 13 day of July 2022.


Meredith Hawkins

Sworn and Subscribed to this the 13 day of July 2022.


Notary Public

My Commission Expires: Oct 08, 2023

STATE OF ARIZONA
COUNTY OF Yuma
IN THE 13 DAY OF JULY 2022
I, Notary Public
DO HEREBY CERTIFY THAT
THE FOREGOING IS A TRUE AND CORRECT
STATEMENT OF THE AFFIDAVIT

AFFIDAVIT OF JENNIFER LYNN HOLMES

JENNIFER LYNN HOLMES, resident of the state of Manassas, Virginia, the undersigned, first being duly sworn, does hereby depose and say:

1. I am the exclusive owner of real property located at 22097 Seagull St, Rodanthe, Dare County NC (hereinafter "my property").
2. My property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit my egress to my property.
4. I would still have access to my property by extending my driveway to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

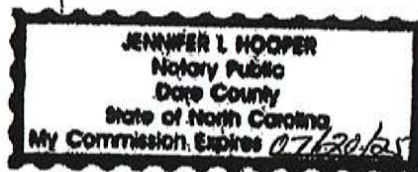
This the 8th day of July 2022.

Jennifer Lynn Holmes
JENNIFER LYNN HOLMES

Sworn and Subscribed to this the 8th day of July 2022.

Jennifer L Hooper
Notary Public

My Commission Expires: 07/20/25

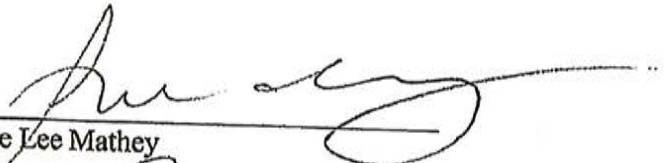


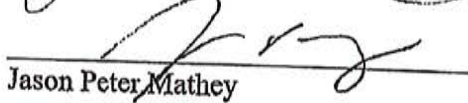
AFFIDAVIT OF SUE LEE AND JASON PETER MATHEY

SUE LEE AND JASON PETER MATHEY, residents of Round Hill, VA, the undersigned, first being duly sworn, do hereby depose and say:

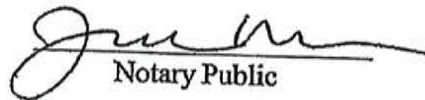
- 1, We are the exclusive owners of real property located at 22111 Seagull St, Rodanthe, Dare County NC (hereinafter "our property")
- 2, Our property adjoins the private road known as Seagull Street.
- 3, The permanent closing of Seagull Street would not inhibit our egress to our property.
- 4, We would still have access to our property by extending our driveways to NC Highway 12.
- 5, We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 5 day of June 2022.


Sue Lee Mathey


Jason Peter Mathey

Sworn and Subscribed to this the 6th day of July 2022.


Notary Public

My Commission Expires: 11/30/2024



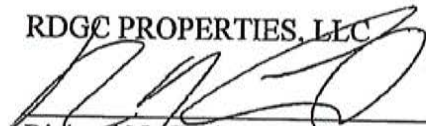
AFFIDAVIT OF RDGC PROPERTIES, LLC BY RICHARD N GUSLER

Richard N Gusler, resident of Raleigh NC, the undersigned, first being duly sworn, does hereby depose and say:

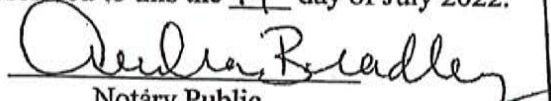
1. RDGC PROPERTIES, LLC is the exclusive owner of real property located at 22125 Seagull St, Rodanthe, Dare County NC (hereinafter "our property") and I am the Member/Manger of RDGC PROPERTIES, LLC.
2. Our property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit our egress to our property.
4. We would still have access to our property by extending our driveway to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 14th day of July 2022.

RDGC PROPERTIES, LLC


Richard N. Gusler, Member/Manager

Sworn and Subscribed to this the 14 day of July 2022.


Notary Public

Audra Bradley
NOTARY PUBLIC
Johnston County, NC


My Commission Expires: 10/2/2025

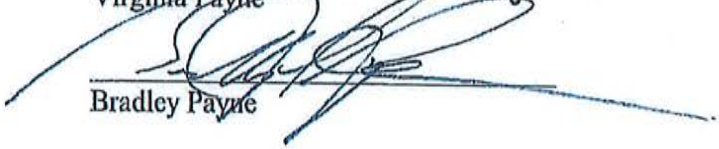
AFFIDAVIT OF VIRGINIA AND BRADLEY PAYNE

VIRGINIA AND BRADLEY PAYNE, residents of Watertown, OH, the undersigned, first being duly sworn, do hereby depose and say:

- 1, We are the exclusive owners of real property located at 22141 Seagull St, Rodanthe, Dare County NC (hereinafter "our property")
- 2, Our property adjoins the private road known as Seagull Street.
- 3, The permanent closing of Seagull Street would not inhibit our egress to our property.
- 4, We would still have access to our property by extending our driveways to NC Highway 12.
- 5, We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 9th day of June 2022.


Virginia Payne


Bradley Payne

Sworn and Subscribed to, this the 9th day of July 2022.


Notary Public

My Commission Expires: Nov 03 2025



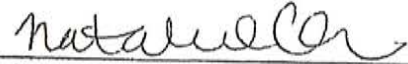
Robin R Schilling
Notary Public State of Ohio
My Commission Expires
Nov 03 2025

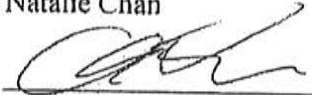
AFFIDAVIT OF NATALIE CHAN AND CHRISTOPHER HERRMANN

NATALIE CHAN AND CHRISTOPHER HERRMANN, residents of Vienna, VA, the undersigned, first being duly sworn, do hereby depose and say:

1. We are the exclusive owners of real property located at 22155 Seagull St, Rodanthe, Dare County NC (hereinafter "our property")
2. Our property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit our egress to our property.
4. We would still have access to our property by extending our driveways to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

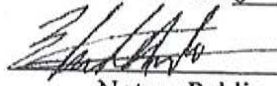
This the 8th day of ~~June~~ ^{July} 2022.
NC
CH



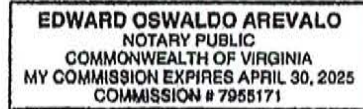
Natalie Chan


Christopher Herrmann

Sworn and Subscribed to this the 8th day of July 2022.



Notary Public



My Commission Expires: April 30th, 2025

AFFIDAVIT OF JACQUELINE AND DONALD DEMARCO

JACQUELINE AND DONALD DEMARCO, residents of Iron Station, NC, the undersigned, first being duly sworn, do hereby depose and say:

1. We are the exclusive owners of real property located at 22169 Seagull St, Rodanthe, Dare County NC (hereinafter "our property")
2. Our property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit our egress to our property.
4. We would still have access to our property by extending our driveways to NC Highway 12.
5. We support the Dare County Board of Commissioners permanently closing Seagull Street.

This the 11 day of ~~June~~ July 2022.

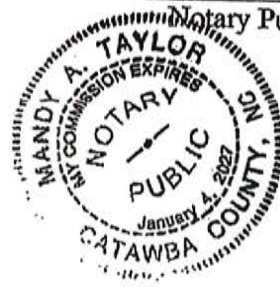
Jacqueline DeMarco
Jacqueline DeMarco

Donald DeMarco
Donald DeMarco

Sworn and Subscribed to, this the 11th day of July 2022.

Mandy A. Taylor
Notary Public

My Commission Expires: January 4, 2027



AFFIDAVIT OF STARBOARD
ANCHOR, LLC

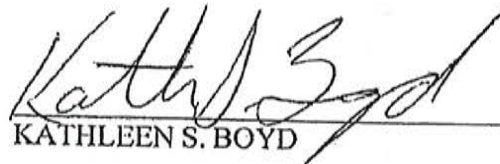
STARBOARD ANCHOR, LLC is a North Carolina limited company with its principle place of business in Blowing Rock, North Carolina.

KATHLEEN S. BOYD, a resident of Blowing Rock, North Carolina, the undersigned, first being duly sworn, hereby deposes and says:

1. STARBOARD ANCHOR, LLC is the exclusive owner of real property located at 22183 Seagull St, Rodanthe, Dare County NC (hereinafter "the property"). I am a manager of STARBOARD ANHOR, LLC with authority to execute this affidavit on behalf of STARBOARD ANHOR, LLC and have personal knowledge of the matters and things set forth herein.

2. The property adjoins the private road known as Seagull Street.
3. The permanent closing of Seagull Street would not inhibit ingress and egress to the property.
4. STARBOARD ANHOR, LLC would still have access to the property by extending the driveway to NC Highway 12.
5. STARBOARD ANHOR, LLC supports the Dare County Board of Commissioners permanently closing Seagull Street.

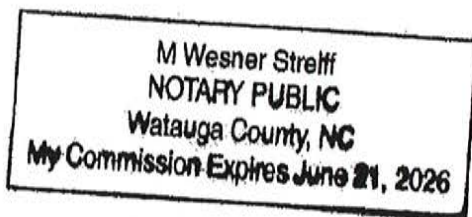
This the 9 day of July 2022.


KATHLEEN S. BOYD

Sworn and Subscribed to this the 9th day of July 2022.

M Wesner Streiff
Notary Public

My Commission Expires: 06-21-2026



From: rmidgett@ncdot.gov
To: rgusler@gusler.com
Cc: jjennings@ncdot.gov, allenmoran@ncdot.gov, caspear@ncdot.gov, jdryder@ncdot.gov, dbotts@ncdot.gov, phernandez@ncdot.gov
Sent: 4/30/2019 2:41:39 PM Eastern Standard Time
Subject: Mirlo Beach Access to NC 12 - Sea Gull Street - Dare County

Mr. Gusler,

Our Division Engineer, Jerry Jennings, relayed your recent conversation with Allen Moran, Board of Transportation Member. They requested our office respond to the feasibility of the properties of Mirlo Beach, Section 2, abandoning the use of Sea Gull Street as access to NC 12 in Rodanthe. The proposal that was relayed to me was to remove Sea Gull Street and provide individual driveways for Lots 1 through 13 to connect directly to NC 12. (See Attached Plat) The reason for this request was the considerable maintenance effort required to keep Sea Gull Street clear of migrating sand. Sea Gull Street is not currently maintained by NCDOT.

Ordinarily due to the volume of traffic on NC 12, the Department would not be supportive of such a proposal. The single point connection to NC 12 is considerably safer for lot owners, as well as the travelling public.

However this portion of NC 12 will be bypassed by the new bridge currently under construction. This project is scheduled to be completed in May of 2020. Once the project is completed and NC 12 diverted, the section in front of Mirlo Beach will become a local road with significantly less traffic.

The Department is agreeable in concept to the abandonment of Sea Gull Street, and the installation of individual driveways to serve these lots only after the completion of the Rodanthe Bridge. We would not be agreeable before that time.

After the bridge is completed, Driveway Permits would be required to construct the Driveway connections. The District Engineer's Office in Elizabeth City handles permitting for Dare County. As these permits expire after 12 months if the driveway is not constructed, I would recommend the property owners contact the District Engineer shortly after the opening of the new bridge in order to begin this process.

Please note that the Sea Gull Street is not part of the System of State Maintained Roads. As such the Department does not have the jurisdiction to approve its closing. Since there was a Public Right of Way dedication contained on the attached plat, the County would need to approve of the closing and follow the guidance of NC General Statute 153A-241. I have attached a copy of an older email discussion which outlines this process. It also contains an excerpt of the Statute that was current as if its writing.

I hope I have adequately answered your question. If I can provide further information or clarification, please do not hesitate to contact me.

Randy W. Midgett, PE

Acting Division Construction Engineer

/ District One Field Engineer

Division One

NC Department of Transportation

252 331-4737 Elizabeth City

252-482-1850 Edenton

rmidgett@ncdot.gov



Noah Gillam <noah.gillam@darenc.com>

Fwd: Mirlo Beach HOA

3 messages

Daniel Richards <hatterashurricane@gmail.com>
To: "noah.gillam@darenc.com" <noah.gillam@darenc.com>

Mon, Jul 25, 2022 at 11:17 AM

See below

----- Forwarded message -----

From: **Daniel Richards** <hatterashurricane@gmail.com>
Date: Mon, Jul 25, 2022 at 11:14 AM
Subject: Mirlo Beach HOA
To: <noah.gilliam@darenc.com>
CC: Anne Leach <anne.leach626@gmail.com>, Gus Gusler <goosemon@aol.com>

Hi Noah

I understand Dare County is looking indication from Mirlo Beach HOA there is approval to quit on Seagull Street. As a managing Board, we have a majority vote of approval in the recent days. Unfortunately, as the Board President, I'm not clear what actual approvals are required from our community turning over property to private properties.

Given the tight time frame to support the notification & the associated community review meeting, Mirlo Beach supports the Notice To Quit at this time.

Thank you for your support during this process
If this requires more consideration, please advise

Dan Richards
Mirlo Beach HOA
Board President
+1 (412) 526-7711

Noah Gillam <noah.gillam@darenc.com>
To: Daniel Richards <hatterashurricane@gmail.com>

Mon, Jul 25, 2022 at 1:13 PM

received.

[Quoted text hidden]

--
Noah Gillam
Planning Director
Planning Department
P.O. Box 1000, Manteo, NC 27954
252.475.5873 phone
252.473.6653 fax
www.darenc.com



Noah Gillam <noah.gillam@darenc.com>
To: Daniel Richards <hatterashurricane@gmail.com>

Mon, Jul 25, 2022 at 1:19 PM

EXHIBIT A

(Description for Sea Gull Street,
of Section Two, Mirlo Beach,
being a private R/W in
Rodanthe, Kinnakeet Township
Dare County, North Carolina)

BEGINNING AT A CONTROL CORNER, designated X-3,050,379.0698, Y-692,855.0793; said control corner N 00 deg. 48 min. 24 sec. E a distance of 2479.77 feet from NCGS STA. "RODAN" which has coordinates X-3,055,344.21; Y-690,379.55; THENCE FROM SAID CONTROL CORNER along NC Hwy 12 N 2 deg. 10 min. 48 sec. W a distance of 75.11 FEET TO **the POINT OF BEGINNING**, said point of beginning being at the northwest corner of Lot 13 where the same meets the eastern margin of NC Hwy 12;

THENCE FROM SAID BEGINNING POINT along NC Hwy 12 N 2 deg. 10 min. 48 sec. W along NC Hwy 12 a distance of 919.15 feet to a concrete marker; thence N 87 deg. 49 min. 12 sec. E a distance of 45 feet to a concrete marker; thence S 2 deg. 10 min. 48 sec. E a distance of 919.15 feet to a calculated point on the north line of Lot 13, Section Two, Mirlo Beach; thence S 81 deg. 19 min. 12 Sec. W a distance of 45 feet to the point or place of beginning.

The above described property being designated "Sea Gull Street, a 45' R'W" as shown on plat by W. M. Meekins, Jr. & Associates, dated the 29th day of July, 1985 and recorded in Plat Cabinet C, at Slide 26D, Dare County Public Registry.



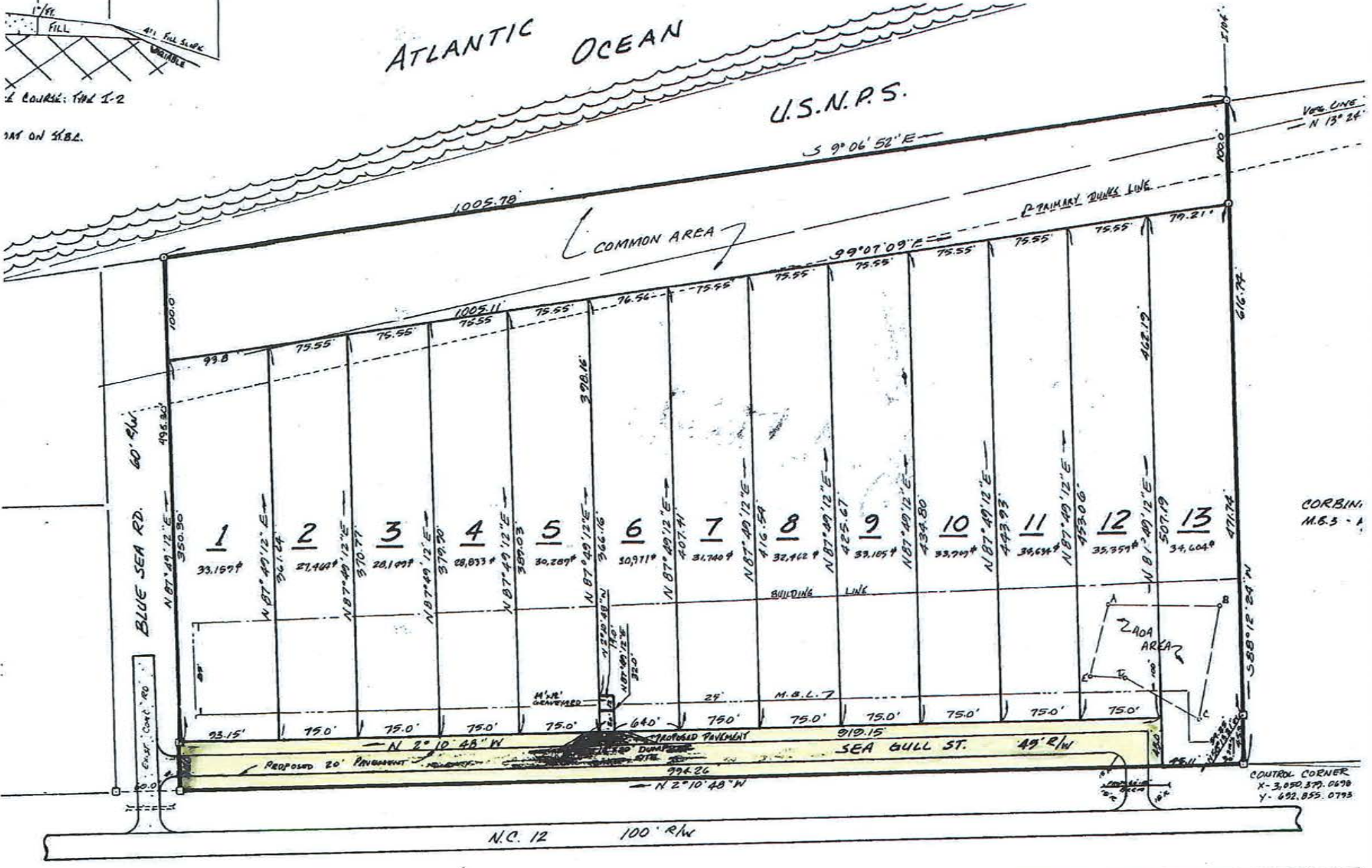
1/2" SCALE: 1" = 1'-2"
 DAT ON S.B.A.

ATLANTIC OCEAN

U.S.N.P.S.

S 9° 06' 52" E

VERG. LINE
 N 13° 24'



CORBINA
 M.B.3 - 1

15, JR. CERTIFY THAT UNDER MY REVISION THIS PLAT WAS DRAWN BY LAND SURVEY THAT THE ED.



**Resolution by the Dare County Board of Commissioners
Declaring It's Intent to Permanently Close the Paved Portion
of a Dare County Public Road Known as Seagull Street**

WHEREAS, Seagull Street is located in unincorporated Dare County; and

WHEREAS, the paved portion of Seagull Street is a publicly dedicated road, as noted on the plat for Mirlo Beach Section 2 Subdivision, Plat Cabinet C, Slide 26D, dated July 20, 1987 in the Dare County Register of Deeds; and

WHEREAS, the Dare County Board of Commissioners declares its intent to permanently close the paved portion of Seagull Street located between Blue Sea Road and Corbina Drive in Rodanthe as noted on the map of the area labeled Attached A with this resolution; and

WHEREAS, NCGS 153A-241 establishes procedures by which local governments can consider the abandonment of public roads after a duly advertised hearing and other public notice procedures are enacted.

THEREFORE, BE IT RESOLVED, that the Dare County Board of Commissioners declares its intent to permanently close the paved portion of the publicly dedicated road known as Seagull Street in Rodanthe, North Carolina and in accordance with North Carolina General Statute 153A-241 a public hearing on the question shall be held at 9:00 a.m. on September 6, 2022.

This the 1st day of August, 2022.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board

ATTACHMENT A



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.



Proclamation - Child Support Awareness Month

Description

Dare County Health & Human Services asks that the Board of Commissioners adopt the proclamation recognizing August 2022 as "Child Support Awareness Month".

Board Action Requested

Adopt Proclamation

Item Presenter

n/a



A PROCLAMATION
CHILD SUPPORT AWARENESS MONTH
AUGUST 2022

WHEREAS, Dare County is recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Dare County’s families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, in Sate Fiscal Year 2021-22, more than \$2.5 million in child support was collected from parents of Dare County’s children; and

WHEREAS, there are nearly 763 child support orders in place, working to ensure that more than 906 children receive financial support from their parents; and

WHEREAS, Child Support Awareness Month salutes the diligent working parents who spend time with their child and who make regular child support payments, to safeguard their children’s future; and

WHEREAS, strengthening individuals and families promotes the safety and well-being of children, provides stability, improves the lives of children and provides opportunities for families to be able to enhance their children’s futures; and

WHEREAS, children who do not receive adequate financial and emotional support from their parents may experience greater difficulty in becoming healthy, happy, and productive citizens; and

WHEREAS, many concerned and dedicated judges, district attorneys, clerks of court, sheriffs’ personnel, and child support professionals work to establish and enforce child support orders for Dare County children, one of our county’s most vital resources.

NOW, THEREFORE, BE IT RESOLVED, that the Dare County Board of Commissioners, do hereby proclaim **August 2022**, as “**CHILD SUPPORT AWARENESS MONTH**” in Dare County, and commend its observance to all citizens.

This the 1st day of August, 2022

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



Resolution for Dare County to Join the North Carolina Investment Pool

Description

Please see the following Item Summary

Board Action Requested

Adopt Resolution

Item Presenter

David Clawson, Finance Director

Item Summary: Resolution for Dare County to Join the North Carolina Investment Pool

The North Carolina Investment Pool (“NCIP”) was formed March 22, 2021 by Wake and Buncombe counties.

The NCIP was formed using NCGS 159-30 c (10) which allows the formation of investment pools by NC local governments and using NCGS 160A-161 through 164 which allows the Indenture of Trust for the operation of the NCIP.

In 2020 the mutual fund allowed by NCGS and the State Treasurer, the North Carolina Capital Management Trust (“NCCMT”), had to reorganize to comply with SEC rules for 2a-7 funds and is no longer able to invest in commercial paper.

The NCIP invests in all instruments allowed by NCGS, including commercial paper. The NCIP maintains a stable NAV (net asset value) of \$1, is rated AAAM by S&P and AAAMmf by Fitch, and only invests in securities with a maturity of 120 days or less.

The NCIP, originally created by Wake and Buncombe counties, has since been joined by (at least) Mecklenburg County, Transylvania County, and the NC Eastern Municipal Power Agency.

The NCIP uses the following professionals:

Investment Advisor	PFM Asset Management LLC (Public Financial Management)
Investment Administrator	PFM Asset Management LLC
Trustee	US Bank N.A.
Auditor	Ernst & Young LLP
Counsel	Parker Poe Adams & Bernstein LLP

Use of the NCIP in addition to the NCCMT, will provide Dare County with slightly higher returns, will provide additional portfolio diversification, and will lower the County’s direct credit risk exposure from its commercial paper holdings.

Following this summary are:

- The June 30, 2022 NCIP Fact Sheet (2 pages);
- The Resolution needed to join the NCIP; and
- The NCIP Indenture of Trust approved by the Resolution.

Board Action Requested: Join the NCIP by adopting the Resolution.

Fund Fact Sheet

The North Carolina Investment Pool was established in 2021 to provide North Carolina government units with professionally managed commingled investment options for short-term funds.

NORTH CAROLINA INVESTMENT POOL

Provides a short-term liquid portfolio rated AAAm by S&P Global Ratings and AAAMmf by Fitch Ratings⁴ investment option for North Carolina governmental units acting in accordance with the General Statutes of the State of North Carolina.

INVESTMENT OBJECTIVE

To earn a high rate of return while preserving principal, providing liquidity and seeking a stable NAV of \$1.00.

INVESTMENT PHILOSOPHY

Through diligent market analysis and careful duration management, we can help governmental units, typically limited to a conservative investment universe, seeking to maximize their income potential while maintaining stability of principal and liquidity.

FUND FACTS

As of June 30, 2022

7-Day Net Yield ¹	1.3803%
Monthly Distribution Yield ²	1.1056%
Weighted Average Maturity ³	20 Days
Fund Rating ⁴	AAAm by S&P Global Ratings AAAMmf by Fitch

SERVICE PROVIDERS

Investment Adviser and Administrator:
PFM Asset Management LLC

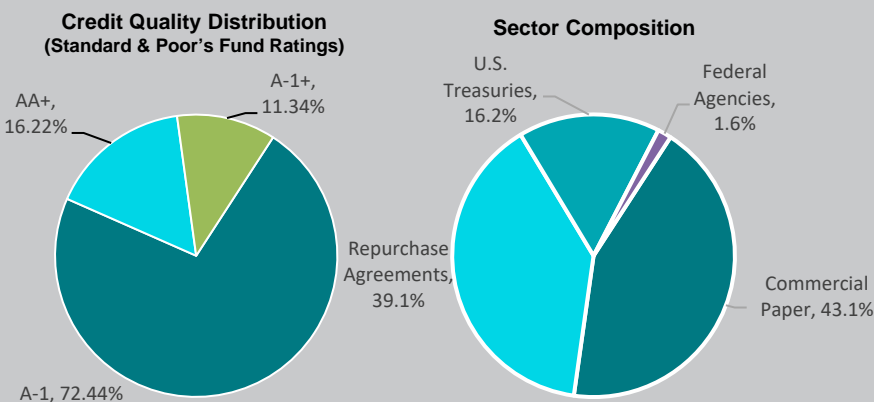
Distributor: PFM Fund Distributors, Inc.

Custodian: U.S. Bank, N.A.

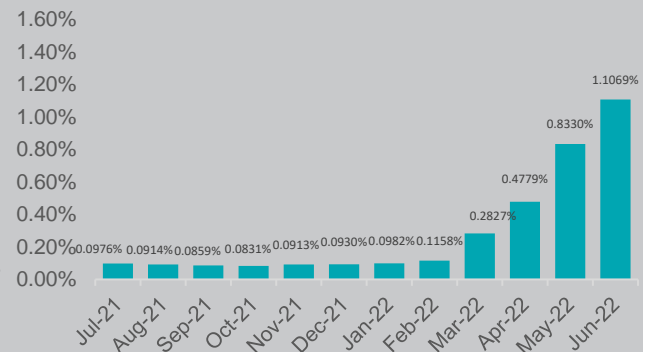
Independent Audit Firm: Ernst & Young LLP

Counsel: Parker Poe Adams & Bernstein LLP

Fund Diversification as of June 30, 2022⁶



Performance (30-Day Net Yield⁵ %)



¹ The current seven-day yield, also referred to as the current annualized yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally \$1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7.

² The monthly distribution yield represents the net change in the value of a hypothetical account with a value of one share (normally \$1.00 per share) resulting from all dividends declared during a month by the Pool expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

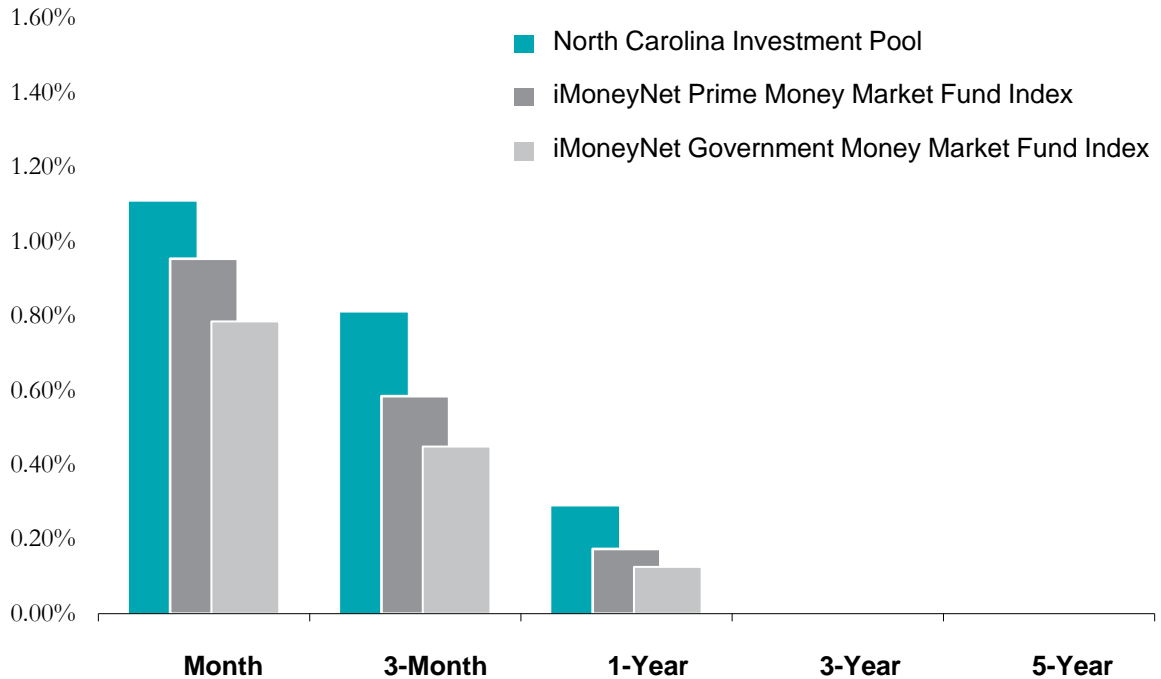
³ Weighted Average Maturity: Calculated by the final maturity for a security held in the portfolio and the interest rate reset date. This is a way to measure a fund's sensitivity to potential interest rate changes.

⁴ Rated AAAm by Standard & Poor's ("S&P") and AAAMmf by Fitch Ratings ("Fitch"). S&P's fund ratings are based on analysis of credit quality, market price exposure, and management. According to S&P's rating criteria, the AAAm rating signifies excellent safety of investment principal and a superior capacity to maintain a \$1.00 per share net asset value. The Fitch AAAMmf rating reflects Fitch's review of the fund's overall credit quality and diversification and low exposure to interest rate and spread risks as well as the capabilities and resources of PFM Asset Management LLC as investment adviser. According to Fitch's rating criteria, the AAAMmf rating signifies an extremely strong capacity to achieve the fund's investment objective of preserving principal and providing shareholder liquidity through limiting credit, market, and liquidity risk. However, it should be understood that these ratings are not "market" ratings nor a recommendation to buy, hold or sell the securities. For a full description on rating methodology, visit http://www.standardandpoors.com/ratings/en_US/web/guest/home and www.fitchratings.com.

⁵ As of the last day of the month. The 30-day yield represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally \$1.00 per share) over a thirty-day base period expressed as a percentage of the value of one share at the beginning of the thirty-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 30.

⁶ Percentages may not add to 100% due to rounding.

Average Annual Return as of June 30, 2022



	Month	3-Month	1-Year	3-Year	5-Year
North Carolina Investment Pool ³	1.1069%	0.8092%	0.2881%	n/a	n/a
iMoneyNet Prime Money Market Fund Index ¹	0.9539%	0.5844%	0.1739%	n/a	n/a
iMoneyNet Government Money Market Fund Index ²	0.7852%	0.4490%	0.1257%	n/a	n/a

This material must be preceded or accompanied by an Information Statement. For a current Information Statement, which contains more complete information, please visit <http://www.investncip.com> or call 1-833-736-NCIP (1-833-736-6247). Before investing, consider the investment objectives, risks, charges and expenses of the pool carefully. This and other information can be found in the Information Statement. Read the Information Statement carefully before you invest or send money.

¹Source: iMoneyNet First Tier Institutional Money Market Fund Average. This index is comprised of funds rated in the top grade that invest in high-quality financial instruments with dollar-weighted average maturities of less than 60 days. It is not possible to invest directly in such an index.

²Source: iMoneyNet Government Institutional Money Market Fund Index Average. This index is comprised of funds rated in the top grade that invest in high-quality financial instruments with dollar-weighted average maturities of less than 60 days. It is not possible to invest directly in such an index.

³NCIP commenced operations on May 3, 2021.

Past performance is not indicative of future results and yields may vary. The yields shown above may reflect fee waivers by the North Carolina Investment Pool's ("NCIP" or the "Pool") current or prior service providers. When such waivers occur, they reduce the total operating expenses of the NCIP, and the NCIP's yields would have been lower if there were no such waivers. Refer to the NCIP's Information Statement for further information on the expenses of the NCIP and fees of its service providers.

This information is for institutional investor use only, not for further distribution to retail investors, and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Participants should consider the NCIP investment objectives, risks, charges, and expenses before investing in the Pool. This and other information about the Pool is available in the Pool's current Information Statement, which should be read carefully before investing. A copy of the Pool's Information Statement may be available by calling 1-833-736-NCIP (1-833-736-6247) or is available on the Pool's website at www.investncip.com. While the Pool seeks to maintain a stable net asset value of \$1.00 per share, it is possible to lose money investing in the Pool. An investment in the Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Pool are distributed by **PFM Fund Distributors, Inc.**, member Financial Industry Regulatory Authority (FINRA) (www.finra.org) and Securities Investor Protection Corporation (SIPC) (www.sipc.org). PFM Fund Distributors, Inc. is an affiliate of PFM Asset Management LLC.



Resolution North Carolina Investment Pool

WHEREAS, the County of Dare, North Carolina (“Participant”) desires to join with other State of North Carolina local governments or public authorities (“Local Governmental Units”) to pool funds for investment as permitted by and pursuant to North Carolina General Statute (N.C.G.S. Section 159-30(c)(10)) relating to a commingled investment pool established by interlocal agreement by two or more units of local government pursuant to N.C.G.S. Sections 160A-460 through 160A-464 on containing only investments limited to those qualifying for investment under N.C.G.S. Section 159-30 (c); and N.C.G.S. Section 159-32; and

WHEREAS, the Trust is a statutory trust formed under the laws of the State of North Carolina in accordance with the provisions of N.C.G.S. Section 159-30 (c) as set forth above;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The County of Dare, North Carolina hereby approves and adopts, and thereby agrees to join as a Participant with other Local Government Units pursuant to N.C.G.S. Sections 159(c)(10) and 160A-461 through 160A-464 that certain trust (the “Trust”) described in the Indenture of Trust entitled the North Carolina Investment Pool dated March 22, 2021 (the “Indenture”), as may be amended from time to time, the terms of which are incorporated herein by this reference and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted; and
2. The officers of the Participant, acting individually or collectively, are hereby authorized, empowered and directed to take all actions necessary or appropriate in the judgment of such officers to accomplish these resolutions, including the execution and delivery of the Indenture and all other documents, agreements, instruments and certificates contemplated by the Indenture or necessary or appropriate to join the Trust (collectively, the “Trust Documents”), with such changes or modifications as such officers determine to be necessary or advisable and in the best interest of the Participant (the signature of any such officer on the Trust Documents to be conclusive evidence of such determination); and
3. Any actions taken by any officer of the Participant prior to the adoption of the foregoing resolutions, in connection with actions described herein, are hereby ratified, confirmed and approved.

The undersigned hereby certifies that: The County of Dare, North Carolina has enacted this Resolution and that such Resolution is a true and correct copy of the original which is in my possession.

This the 1st day of August, 2022.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board

North Carolina Investment Pool
INDENTURE OF TRUST

Dated as of March 22, 2021

213 Market Street
Harrisburg, PA 17101
Phone (800) 338-3383
Fax (800) 252-9551

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INDENTURE OF TRUST

North Carolina Investment Pool

WITNESSETH:

WHEREAS, the provisions of Section 159 of the General Statutes of North Carolina, as amended and as may be further amended from time to time (“N.C.G.S.”), entitled “The Local Government Finance Act” enable any local government or public authority of the State of North Carolina (a “Local Government” or “Public Authority,” as applicable and together a “Local Government Unit”) to invest moneys in a commingled investment pool established by interlocal agreement pursuant to N.C.G.S. Section 160A-460 through 160A-464 (an “Investment Pool”) if the investments of the Investment Pool are limited to those qualifying for investment under N.C.G.S. (“Permitted Investments”); and,

WHEREAS, it is the intent of the initial Local Government Units signatory hereto (such Local Government Units, the “Signatory Local Government Units”) to create an Investment Pool, known as the North Carolina Investment Pool (the “Trust”) and that this Indenture of Trust (the “Indenture”) shall serve as the agreement for such purpose; and,

WHEREAS, it is the intent and purpose of this Indenture to provide for the investment and deposit of pooled funds in only Permitted Investments by Local Government Units; and,

WHEREAS, by resolutions duly adopted, the Signatory Local Government Units hereby create the Trust as an Investment Pool pursuant to this Indenture, which action serves a governmental purpose for said Local Government Units and is, therefore, in the best interests of said Local Government Units, their officials, officers, and citizens in that such a program will offer professionally managed portfolios to meet investment needs, will result in economies of scale that will create greater purchasing powers, and will thereby lower the costs traditionally associated with the investment of the assets of said Local Government Units; and,

WHEREAS, each of the Signatory Local Government Units has duly undertaken all official actions necessary and appropriate to become a party to this Indenture for the purpose of establishing the Trust, and to perform hereunder, including, without limitation, the establishment of written investment policies and the enactment of any resolutions or the undertaking of other actions required pursuant to the Local Government Finance Act or other applicable law and regulations; and,

WHEREAS, it is proposed that the beneficial interest in the assets of the trust fund created pursuant to the provisions of this Indenture shall be divided into non-transferable Shares of beneficial interest, which shall be evidenced by a share register maintained by the Trustees or their agent, or by the Administrator; and,

WHEREAS, the Signatory Local Government Units anticipate that other Local Government Units may wish to become Participants by adopting this Indenture and becoming a party hereto;

NOW, THEREFORE, the recitals set forth above are adopted and incorporated into this Indenture. In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns that all monies, assets, securities, funds and property now or hereafter acquired by the Trustees, their successors and assigns under this Indenture shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of Shares of beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof as follows:

ARTICLE I– DEFINITIONS

For purposes of this Indenture, the following terms shall have the meanings set forth:

“Administrator” means the Trust Administrator appointed by the Trustees pursuant to Section 4.1 hereof and as constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility for administering the Trust or any aspects of it.

“Adviser” means the Investment Adviser appointed by the Trustees pursuant to Section 4.1 hereof and constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility to effect purchases, sales, or exchanges of Trust property on behalf of the Trustees and to provide advice to the Trustees regarding the investment of Trust assets.

“Affiliate” means with respect to a Person another Person directly or indirectly controlled, controlled by or under the common control with such Person, or any officer, director, partner or employees of such Person.

“Code” means the Internal Revenue Code and any regulations promulgated pursuant thereto. “Custodian” means a qualified financial institution selected by the Trustees pursuant to a Custodian Agreement for the purpose of receiving and holding Trust assets.

“Custodian Agreement” means the agreement between the Trustees on behalf of the Trust and Custodian.

“Designee” shall mean the individual designated as such by a Participant in writing. Such Designee shall be the legal representative to act on behalf of each Participant. Each Participant may designate Alternate Designees.

“Indenture” has the meaning set forth in the recitals.

“Investment Pool” has the meaning set forth in the recitals.

“Local Government Unit” has the meaning set forth in the recitals.

“N.C.G.S.” has the meaning set forth in the recitals.

“Participants” means the Local Government Units which adopts a Resolution to join and execute this Indenture.

“Permitted Investments” has the meaning set forth in the recitals.

“Person” means any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or Local Government Unit.

“Shares” shall have the meaning ascribed to such term in Section 7.1 hereof.

“Signatory Local Government Unit” has the meaning set forth in the recitals.

“Trust” has the meaning set forth in the recitals.

“Trust Property” means any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Trust and all income, profits and gains therefrom and which, at such time, is owned or held by, for the account of the Trust.

“Trustee” means any member of the Board of Trustees.

“Trustees” means individuals appointed by the Board of Trustees and, unless otherwise provided herein, approved by the Participants to administer and supervise the affairs of the Trust.

ARTICLE II– CREATION OF TRUST

2.1 Creation of Trust. By these present, a North Carolina statutory trust is hereby established by this Indenture. The Trust shall be called the “North Carolina Investment Pool”. The Trustees may use such other designations, including “NCIP”, as the Trustees deem proper. So far as may be practicable, the Trustees shall conduct the Trust’s activities, execute all documents and sue or be sued under that name or designation, which name or designation (and the word “Trust”) wherever used in this Indenture, except where the context otherwise requires, shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, or accountants of the Trustee, nor shall such term refer to the Signatory Local Government Units or Participants. Should the Trustees determine that the use of such name or designation is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Trust as they deem proper, and the Trust may hold property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name or designation in accordance with the laws of the State of North Carolina or the United States of America so as to protect and reserve the right of the Trust in and to such name or designation.

2.2 Contributions to the Trust.

(a) All contributions that a Participant makes to be invested by the Trustees shall be paid and delivered to the Trustees to be held in the Trust.

(b) All payments made by a Participant to the Trust, and all other money or property that lawfully becomes a part of the Trust, together with the income, appreciation or depreciation and expenses, if any, therefrom, shall be held, managed and administered in trust, pursuant to the terms of this Indenture. The Trustees accept this Trust and agree to perform the duties, responsibilities and obligations under this Indenture allocated to them as fiduciaries.

2.3 **Trustees' Duties.** The Trustees shall not have the right and shall not be subject to any duty to demand or collect contributions from the Participants, or from any other Person, or to enforce or attempt to enforce any agreement that may be considered to require contributions to this Trust. The Trustees shall be accountable only for transfers and contributions made to the Trust fund in accordance with the terms of this Indenture.

The powers, rights, and obligations of the Trustees shall be established and governed solely by this Indenture.

2.4 **Qualification of Trust.** This Trust is intended to be exempt from income tax pursuant to Section 115 of the Code, and shall be construed and operated in all respects consistently with that intention. The Trustees shall take no action which would adversely affect the tax-exempt status of the Trust. The Trustees may demand assurances satisfactory to them that any action which they are directed to take will not adversely affect the tax-exempt status of the Trust. The Trustees, or their Designee, shall take any and all actions necessary to ensure that the Trust obtains all appropriate qualifications and determination, to the extent necessary, that it is and continues to be exempt from income tax under Section 115 of the Code.

2.5 Purpose; Participant Requirements; Changes of Incumbency.

(a) The purpose of the Trust is to provide a surplus funds trust fund in accordance with North Carolina law permitting Local Government Units to pool monies available idle funds, which are not immediately required to be disbursed, with the same such monies in the treasuries of other Local Government Units, in order to invest them and earn interest in accordance with, and as permitted by, the provisions of the N.C.G.S. Section 159-30 or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit, and as allowed by law. No Participant shall be required to appropriate any funds or levy any taxes to establish or contribute to this Trust. The Trustees may provide for the payment or repayment of any expenses from the earnings of the Trust.

(b) Only those Local Government Units which adopt this Indenture and have complied with the provisions of this section may become Participants. The Designee empowered to invest funds of each Local Government Unit or such other person designated by the Participant to serve in such capacity (an "Alternate Designee"), shall be the legal representative to act for and on behalf of such Local Government Unit for purposes of this Indenture.

(c) Each Local Government Unit adopting this Indenture, and otherwise complying with the provisions hereof, shall become a Participant only upon adopting this Indenture and depositing into the Trust the minimum total investment as that amount is established from time to time by the Trustees. Whenever the balance in a Participant's account is less than the minimum established by the Trustees, the Trustees may redeem the Shares and close the account; provided that thirty (30) days' prior notice shall be given to such Participant and redemption shall only be permitted if the Participant has not restored the balance in the account to the minimum amount established prior to the expiration of such thirty (30) day period which begins with the date of such notice. If the Trustees change the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

(d) In the event that a Designee shall no longer be authorized to act on behalf of such Participant as a Designee, and in the absence of any duly-appointed Alternate Designee, any funds placed in the Trust by such Designee shall be held hereunder for the benefit of the Local Government Unit for which he or she was acting at the time the vacancy or termination of authority occurred. Any Designee assuming office, either to fill a vacancy in such office or to begin a new term following the expiration of the term in office of his or her predecessor, or otherwise becoming authorized to act as Designee on behalf of such Participant, shall become the succeeding legal representative of the Local Government Unit by the Local Government Unit filing written notification of such with the Trustees in a form acceptable to the Trustees.

2.6 Trustees; Signatory Public Agencies and Participants. No Signatory Local Government Unit or Participant, nor any or its officers, employees, agents or representatives shall have any liability under this Indenture as a result of service by its Designee as a Trustee.

2.7 Voting. Only Participants of record shall be entitled to vote. Each whole Share shall be entitled to one vote as to any matter to which it is entitled to vote and each fractional Share shall be entitled to a fractional vote. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. The Trustees shall determine any such challenge and their decision shall be final. The approval of the holders of at least a majority of the outstanding Shares shall be sufficient to approve any action at a meeting or other election of the Participants except as otherwise expressly required under this Indenture.

ARTICLE III - TRUST OPERATIONS

3.1 Powers of the Board of Trustees. Subject to the rights of the Participants as provided herein, the Trustees shall be the investment officer of the Trust and shall have authority over the Trust Property and the affairs of the Trust to administer the operation of the Trust, subject to the requirements, restrictions and provisions of this Indenture, including the power to delegate such functions of administration pursuant to Section 3.16 hereof. The Trustees may do and perform such acts and things as in their judgment and discretion, subject to the requirements and restrictions of this Indenture, as are necessary and proper for conducting the affairs of the Trust or promoting the interest of the Trust and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized

and granted to them by this Indenture. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

3.2 **Permitted Investments.** The Trustees shall have the following investment powers:

(a) To conduct, operate and provide an investment program for the pooling of idle funds of a Local Government to invest in the Permitted Investments as may be modified from time to time as provided in this Indenture;

(b) For such consideration as they may deem proper and as may be required by law, to subscribe for, assign, transfer, exchange, distribute and otherwise deal in or dispose of Permitted Investments; and

(c) To contract for, and enter into agreements with respect to, the purchase and sale of Permitted Investments.

3.3 **Legal Title.**

(a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants, who shall be the beneficial owners except that the Trustees shall have full and complete power to cause legal title to any Trust Property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Trust is adequately protected.

(b) The right, title and interest of the Trustees in and to the Trust Property shall vest automatically in all persons who may hereafter become Trustees upon their due selection and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, disqualification pursuant to the terms of this Indenture, or death of a Trustee, he or she (and in the event of his or her death, his or her estate) shall automatically cease to have any right, title or interest in or to any of the Trust Property, and the right, title and interest of such Trustee in and to the Trust Property shall vest automatically in the remaining Trustees without any further act.

3.4 **Disposition of Assets.** In winding up the affairs of the Trust, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing including giving consents and making contracts relating to Trust Property or its use.

3.5 **Taxes.** The Trustees shall have full and complete power:

(a) To pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof;

- (b) To dispute, settle and compromise tax liabilities; and
- (c) For the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

3.6 Rights as Holders of Trust Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Trust corpus to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

3.7 Delegation: Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Trust, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of the Trust Property), in addition to the delegation powers set forth in Section 3.16 hereof, to delegate from time to time to such one or more of their number (who may be designated as constituting a Committee of the Trustees) or to officers, employees or agents of the Trust (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments, either in the name of the Trust or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust.

3.8 Collection Powers. The Trustees shall have full and complete power:

- (a) To collect, sue for, receive and receipt for all sums of money or other property due to the Trust including, without limitation, the power to file proofs of claim in any bankruptcy or insolvency matter;
- (b) To consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations;
- (c) To engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Trust Property;
- (d) To foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Trust;
- (e) To exercise any power of sale held by the Trustees, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property;

(f) To be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Trust Property, for the purpose of such reorganization or otherwise;

(g) To participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement;

(h) To extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and

(i) To pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

3.9 Powers: Payment of Expenses. The Trustees shall have full and complete power:

(a) To incur and pay charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for the carrying out any of the purposes of this Indenture;

(b) To reimburse others for the payment therefor; and

(c) To pay appropriate compensation or fees from the funds of the Trust to Persons with whom the Trust has contracted or transacted business.

The Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Trust.

Notwithstanding any provision of this Indenture to the contrary, in no event shall any expenses of administration of the Trust be payable from any source other than Trust Property.

3.10 Borrowing and Indebtedness. The Trustees shall not incur indebtedness on behalf of the Trust, or authorize the Trust to borrow money or incur indebtedness, except as expressly provided in Section 5.2(b) hereof.

3.11 Deposits. The Trustees shall have full and complete power to deposit, subject to the provisions of N.C.G.S. Sections 159-31 and 159-32, in such a manner as may now and hereafter be permitted by this Indenture or applicable law, any monies or funds included in the Trust Property and intended to be used for the payment of expenses of the Trust or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with which the monies, investments, or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all

applicable requirements of all applicable laws including, without limitation, with N.C.G.S. Sections 159-31 and 159-32.

3.12 **Valuation.** The Trustees shall have full and complete power to conclusively determine in good faith the value of any of the Trust Property and to revalue the Trust Property as the Trustees deem appropriate consistent with the provisions of this Indenture.

3.13 **Fiscal Year; Accounts.** The Trustees shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. The fiscal year shall be as set forth in the Bylaws.

3.14 **Self-Dealing Prohibited.**

(a) No Trustee, officer, employee or agent of the Trust shall cause or permit the Trust to make any investment or deposit, enter into any contract or other arrangement, or perform any act which confers or might reasonably be expected to confer any special benefit upon such Person or any Affiliate of such Person.

(b) The Trust shall not enter into any investment transaction with any Affiliate of the Trust, or with the Adviser or the Administrator or any Affiliate thereof, or with any other officer, director, employee or agent of the Trust or any Affiliate thereof. Provided, however, the Trust may deposit moneys and purchase and sell Permitted Investments from and to the Custodian or an Affiliate of the Custodian.

3.15 **Investment Program.** The Trustees shall use their best efforts to obtain, through the Adviser or other qualified Persons, a continuing and suitable investment program, consistent with the investment policies and objectives of the Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of this Indenture, the Trustees may delegate functions arising under this Section 3.15 to one or more Trustees or to the Adviser.

3.16 **Power to Contract, Appoint, Retain and Employ.** Subject to the provisions of this Indenture, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications and high repute to perform any or all of the following functions under the supervision of the Trustees:

(a) Serve as the Trust's investment Adviser administrator or co-administrator pursuant to Article IV;

(b) Furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments;

(c) Act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable;

(d) Investigate, select, and, on behalf of the Trust, conduct or engage others to manage relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contacts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of;

(e) Substitute any other Person possessing the same minimum qualifications for any such Person, such replacement to be made in the same manner as the original selection;

(f) Act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and

(g) Assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with Trustees.

3.17 Indemnification. Upon advice of counsel, the Trustees shall have full and complete power, to the extent of Trust property (as provided in Section 6.1) and as permitted by applicable laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the Trust has dealings, to such extent as the Trustees shall determine in accordance with law. The Trust is authorized to purchase insurance to provide such indemnification.

3.18 Remedies. Notwithstanding any provision in this Indenture, when the Trustees deem that there is a significant risk that an obligor to the Trust may default or is in default under the terms of any obligation to the Trust, the Trustees shall have full and complete power to pursue any remedies permitted by law which, in their sole judgment, are in the interests of the Trust, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Trust resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

3.19 Further Powers. The Trustees shall have full and complete power to take all actions, do all such matters and things and execute all such agreements, documents and instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Trust although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Indenture, the presumption shall be in favor of a grant of power to the Trustees. No provision in this Indenture, however, may be interpreted or construed in a manner which alters or reduces the duties of the Trustees to act as fiduciaries of the Trust. The Trustees shall not be required to obtain any court order to deal with the Trust Property.

ARTICLE IV - INVESTMENT ADVISER AND ADMINISTRATOR

4.1 **Appointment.** The Trustees are responsible for implementing the investment policy and program of the Trust and for supervising the officers, agents, employees, investment advisers, administrators, distributors, and independent contractors of the Trust. The Trustees are not required personally to conduct all of the routine business of the Trust and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an Adviser and an Administrator, and may grant or delegate such authority to the Adviser and the Administrator or to any other Person whose services are obtained by the Adviser or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable for the efficient management of the Trust, without regard to whether such authority is normally granted or delegated by Trustees or other fiduciaries.

4.2 **Duties of the Adviser.** The duties of the Adviser shall be those set forth in an Investment Advisory Agreement to be entered into between the Trust and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement subject to the limitations contained therein. Subject to the terms of this Indenture, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of Trust Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other Persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on no less than sixty (60) days' written notice to the Adviser. Nothing in this Indenture or in the Investment Advisory Agreement shall limit or impair the right of the Trustees to terminate the said Investment Advisory Agreement for cause, or to suspend the authority of the Adviser to act for or on behalf of the Trust immediately upon written notice to the Adviser, upon a showing of reasonable cause to believe that the Adviser has committed a material breach of the Investment Advisory Agreement or any of its fiduciary obligations to the Trust.

4.3 **Duties of the Administrator.** The duties of the Administrator shall be those set forth in an Administration Agreement to be entered into between the Trust and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other Persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on no less than sixty (60) days' written notice to the Administrator. Nothing in this Indenture or in the Administration Agreement shall limit or impair the right of the Trustees to terminate the said Administration Agreement for cause, or to suspend the authority of the Administrator to act for or on behalf of the Trust immediately upon written notice to the Administrator, upon a showing of reasonable cause to believe that the Administrator has committed a material breach of the Administration Agreement or any of its fiduciary obligations to the Trust.

4.4 **Successors.** In the event that, at any time, the position of Adviser or of Administrator shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser or Administrator.

ARTICLE V - INVESTMENTS

5.1 **Statement of Investment Policy and Objective.** Subject to the prohibitions and restrictions contained in Section 5.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants safety of capital, liquidity of funds, and investment income, in that order, by investing in Permitted Investments in accordance with this Indenture and any other applicable provisions of law, as the same may be amended from time to time.

5.2 **Restrictions Fundamental to the Trust.** Notwithstanding anything in this Indenture which may be deemed to authorize the contrary, the Trust:

(a) May not make any investment other than investments authorized by this Indenture, which constitute Permitted Investments and which are consistent with the investment policies and procedures set forth in the Information Statement and which are described therein, as the same shall may be amended from time to time;

(b) May not borrow money or incur indebtedness except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments, and only as and to the extent permitted by law;

(c) May not make loans, provided that the Trust may make Permitted Investments (which may include securities lending); and

(d) May not hold or provide for the custody of any Trust Property in a manner not authorized by law.

5.3 **Amendment of Restrictions.** The restrictions set forth in Section 5.2 hereof are fundamental to the operation and activities of the Trust and may not be changed without the consent of the Participants holding at least a majority of the Shares, except that such restrictions may be changed by the Trustees, without Participant consent, when necessary to conform the investment program and activities of the Trust to the laws of the State of North Carolina and the United States of America as they may from time to time be amended.

ARTICLE VI - LIMITATIONS OF LIABILITY

6.1 **Liability to Third Persons.** No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any Person or Persons other than the Trust in connection with Trust Property or the affairs of the Trust; and no Trustee, officer, employee or agent (including without limitation, the Adviser, the Administrator, and the Custodian) of the Trust shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any Person or Persons other than the Trust in connection with Trust Property or the affairs of the Trust, except that each shall be liable for its, his or her bad faith, willful misconduct, gross negligence or reckless disregard of its, his or her duties or for its, his or her failure to act in

good faith in the reasonable belief that its, his or her action was in the best interests of the Trust, and except that the Adviser and the Administrator shall each have liability for its, his or her failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Indenture. All Persons other than the Trust shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. If any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator, and the Custodian) of the Trust is made a party to any suit or proceedings to assert or enforce any such liability, it, he or she shall not on account thereof be held to any personal liability. Provided, further, that notwithstanding anything in the foregoing to the contrary, any vendor, Adviser, consultant, administrator, or other third party, employed by or under contract with the Trust, shall be responsible to the Trust and its Participants as intended beneficiaries, to perform in accordance with the standards imposed in a contract with such party, by operation of law.

6.2 Liability to the Trust or to the Participants. No Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Trust shall be liable to the Trust or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator, and the Custodian) of the Trust for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for its, his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of its, his or her duties, and except that the Adviser shall have liability for the failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Indenture; *provided, however*, that the provisions of this Section 6.2 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator, and the Custodian) of the Trust with respect to breaches by it of a contract between it and the Trust.

6.3 Indemnification.

(a) As used in this Section 6.3:

(1) “Trust Representative” means an individual who is or was a Trustee, officer, employee, or agent (including without limitation the Adviser, the Administrator, and the Custodian).

(2) “Liability” means any obligation to pay a judgment, settlement, penalty, fine, or costs and expenses incurred with respect to a Proceeding (including attorneys’ fees and other professional fees).

(3) “Party” includes an individual who was, is, or is threatened to be named a defendant or respondent in a Proceeding.

(4) “Proceeding” means any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

(b) Except as provided in subsection (c) hereof, the Trust shall indemnify, defend, protect and hold harmless any Person from and against any and all Liabilities arising out of a Proceeding that such Person is a party to because of such Person's status as a Trust Representative if such Person's conduct was made in good faith, and (i) such Person reasonably believed that such conduct was in the Trust's best interests or, (ii) in the case of a criminal Proceeding, such Person had no reasonable cause to believe such conduct was unlawful.

(c) In no event may the Trust indemnify the Adviser or the Administrator for any Liability arising out of such Person's bad faith, willful misconduct, gross negligence or reckless disregard with respect to the restrictions on investments of the Trust Property. Further, the Trust shall not indemnify any Trust Representative under this Section 6.3 either (i) in connection with a Proceeding by or in the right of the Trust in which the Trust Representative was adjudged liable to the Trust, or (ii) in connection with any Proceeding charging improper personal benefit to such Person, in which such Person was adjudged liable on the basis that such personal benefit was improperly received in connection with a Proceeding by or in the right of the Trust.

(d) Except as provided in subsection (c) of this Section 6.3, the termination of any Proceeding by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere* or its equivalent, is not of itself determinative that the Person did not meet the standard of conduct set forth in subsection (b) of this Section 6.3.

(e) No indemnification shall be made unless and until a specific determination has been made that indemnification is authorized under this Section 6.3. Such determination shall be made by the Trustees by a majority vote of a quorum, which quorum shall consist of Trustees not parties to the Proceeding. If such quorum cannot be obtained, the determination shall be made by a majority vote of a committee of Trustees designated by the Trustees, which committee shall consist of two or more Trustees not party to the Proceeding. Trustees who are parties to the Proceeding may participate in designating Trustees for the committee. If the said quorum cannot be obtained or the committee cannot be established, or if such quorum is obtained or committee is designated and such quorum or committee so directs, the determination may be made by independent legal counsel selected by a vote of the Trustees or the committee as specified above. If independent counsel determines that indemnification is required under this Section 6.3, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected such counsel.

(f) The Trust may pay for or reimburse all costs and expenses incurred by a Trust Representative with respect to a Proceeding (including attorneys' fees and other professional fees) in advance of final disposition thereof if (i) the Trust Representative furnishes the Trust a written affirmation of such Person's good faith belief that such Person has met the standard of conduct described in subsection (b) of this Section 6.3 and agreeing to repay the advance if it is ultimately determined that indemnification is not authorized under this Section 6.3, and (ii) it is determined as provided in subsection (e) above that the facts then known would not preclude indemnification under this Section 6.3.

(g) Any indemnification of or advance of expenses to a Trust Representative pursuant to this Section 6.3 shall be reported in writing to the Participants as soon as practicable, if such indemnification of or advance of expenses arises out of a Proceeding by or on behalf of the Trust.

(h) No Trust Representative entitled to indemnification may take or be paid the same except out of the earnings of the Trust, and no Participant shall be personally liable to any such Trust Representative for all or any portion of such indemnity.

6.4 **Surety Bonds.** No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

6.5 **Apparent Authority.** No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

6.6 **Representative Capacity; Recitals.** Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the Trust only in his capacity as a Trustee under this Indenture or in his or her capacity as an officer, employee or agent of the Trust. Any written instrument creating an obligation of the Trust shall refer to this Indenture and shall contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the Trust, and that only the Trust Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; *provided however*, that the omission of any recital pursuant to this Section 6.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Trust, or to void any obligations created in the instrument.

6.7 **Reliance on Experts.** Each Trustee, officer and employee of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Trust.

6.8 **Insurance.** The Trustees shall obtain general and official liability and property damage insurance, errors and omission insurance and such other insurance as the Trustees may deem advisable for the protection of the Trust Property and the Trustees, Treasurers officers and employees of the Trust in the operation and conduct of the Trust in such amounts as the Trustees deem adequate to ensure against all claims and liabilities of every nature, to the extent such insurance may be available at reasonable rates. The cost of any and all such insurance shall be paid from Trust property as an expense of administration of the Trust.

ARTICLE VII - INTERESTS OF PARTICIPANTS

7.1 **Beneficial Interest.** The interest of the beneficiaries hereunder shall be divided into transferable units to be called Shares, all of one series except as permitted by Section 7.10, without

par value. The number of Shares authorized hereunder is unlimited. Except as otherwise permitted under Section 7.10 hereof, each Share shall represent an equal proportionate interest in the net assets of the applicable series within the Trust. All Shares issued hereunder including, without limitation, Shares issued in connection with a dividend in Shares or a split of Shares, shall be fully paid and nonassessable.

7.2 Title to Trust Property. Title to the Trust Property of every description and the right to conduct any affairs herein described are vested in the Trustees on behalf, and for the beneficial interest, of the Participants, and the Participants shall have no individual interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Trust nor can they be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as expressly provided in this Indenture. Provided, further, that this provision shall not be interpreted or construed to modify or limit any of the rights of Participants expressed anywhere else in this Indenture or as provided by law. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property, except as the Trustees may determine.

7.3 Evidence of Investment. Evidence of each Participant's investment shall be reflected in a Share Register maintained by or on behalf of the Trust in accordance with Section 8.1 hereof, and the Trust shall not be required to issue certificates as evidence of Share allocation.

7.4 Redemptions. In case any Participant at any time desires to dispose of its Shares, it may deposit a written request or other such form of request as the Trustees may from time to time authorize, at the office of the Administrator of the transfer agent or at the office of any bank or trust company, either in or outside of North Carolina which is a member of the Federal Reserve System and which the transfer agent has designated by the Trust for that purpose, together with an irrevocable offer in writing in a form acceptable to the Trustees to have the Shares redeemed by the Trust at the net asset value thereof per share, next determined as provided in the Information Statement after such deposit. Payment for redemption shall be made to the Participants within the number of business days specified in the Trust's current Information Statement, unless the date of payment is postponed pursuant to Section 7.5 hereof, in which event payment may be delayed beyond such period.

7.5 Suspension of Redemption; Postponement of Payment. Each Participant, by its adoption of this Indenture, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for withdrawal of funds from the Trust for the whole or any part of any period;

(a) During which there shall have occurred any state of war, national emergency, act of God, banking moratorium or suspension of payments by banks in the State of North Carolina or any general suspension of trading or limitation of prices on the New York Stock Exchange or the Nasdaq Stock Market (other than customary week-end and holiday closing); or

(b) During which any emergency situation exists, as a result of which disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses which might be incurred, or it is not reasonably practicable for the Trust fairly to determine the value of its net assets.

Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in subsection (a) or in this subsection (b) shall have expired, as to which the determination of the Trustees shall be conclusive. In the case of a suspension of the right of redemption or a postponement of payment to a Participant, a Participant may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value next determined after the termination of the suspension.

7.6 Redemptions to Reimburse Trust for Loss on Nonpayment for Shares or for Other Charges. The Trustees shall have the power to redeem Shares owned by any Participant to the extent necessary (i) to reimburse the Trust for any loss it has sustained by reason of the failure of such Participant to make full payment for Shares purchased by such Participant, or (ii) to collect any charge relating to a transaction effected for the benefit of such Participant which is applicable to Shares as provided in the Information Statement. Any such redemption shall be effected at the redemption price determined in accordance with Section 7.4. hereof.

7.7 Redemptions Pursuant to Constant Net Asset Value Policy. The following provisions shall apply to any series or portfolio of investments of the Trust during any period that the Trustees, in their discretion, establish a policy of maintaining a constant net asset value per Share. If for any reason the net income of the Trust attributable to such Shares invested in the same portfolio shall, at the time of any determination thereof in accordance with the provisions set forth in the Information Statement be a negative amount, then the Trustees shall have power to cause the number of outstanding Shares of such series or portfolio to be reduced by requiring each Participant to contribute to the capital of the Trust such Participant's proportionate part of the total number of Shares which have an aggregate current net asset value equal as nearly as may be practicable to the amount of the Trust's net loss in respect of such series or portfolio. Each Participant, by becoming a registered holder of Shares, agrees to make any such contribution which may be required.

7.8 Redemptions in Kind. Payment for Shares redeemed pursuant to Section 7.4. may, at

the option of the Trustees, or such officer or officers as they may duly authorize for the purpose, in their complete discretion be made in cash, or in kind, or partially in cash and partially in kind. In case of payment in kind, the Trustees, or their delegate, shall have absolute discretion as to what security or securities shall be distributed in kind and the amount of the same, and the securities shall be valued for purposes of distribution at the figure at which they were appraised in computing the net asset value of the Shares.

7.9 **Defective Redemption Requests.** In the event that a Participant shall submit a request for the redemption of a greater amount than is then allocated to such Participant, such request shall not be honored and, each Participant, by its adoption of this Indenture, agrees that the Trustees shall have full and complete power to redeem no more than the proportionate amount allocated to such Participant, at a redemption price determined in accordance with Section 7.4 hereof, sufficient to reimburse the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as a result of such defective redemption request.

7.10 **Series or Class Designations.** The Trustees, in their discretion, may authorize the division of Shares into two or more series, and within a series into two or more classes, and the different series or classes shall be established and designated, and the variations in the relative rights and preferences as between the different series or classes within a series shall be fixed and determined by the Trustees; provided that, all Shares shall be identical except there may be variations so fixed and determined between different series or classes within a series as to purchase price, right of redemption and the price, terms and manner of redemption, special and relative rights as to distributions on liquidation, conversion rights, and conditions under which the several series or classes shall have separate voting rights and separate investment restrictions.

ARTICLE VIII - RECORD OF SHARES

8.1 **Share Register.** The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants (including both a post office address for regular United States mail and a valid electronic mail address), (ii) the number of Shares representing their respective beneficial interests hereunder, and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares are recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Trust who shall keep the Share Register for entry thereon.

8.2 **Registrar.** The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees the Share Register shall be kept by the Administrator which shall serve as the registrar for the Trust. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

8.3 **Owner of Record.** No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to the redemption value of such Shares. Until the Person becoming entitled to such redemption value shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the

Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Trust shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

8.4 **No Transfers of Shares.** The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to a Local Government, or the Trust itself for purposes of redemption. Any attempted transfer to any other Person shall be void and of no effect.

8.5 **Limitation of Fiduciary Responsibility.** The receipt of the Participant in whose name any Share is recorded or of any party or agent in whose name any Share is recorded for the benefit of the Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

8.6 **Notices.** Any and all notices to which Participants are hereunder entitled and any and all communications shall be deemed duly served or given if (a) mailed, postage prepaid, addressed to Participants of record at their last known post office addresses, or (b) sent by electronic mail addressed to the Participants of record at their last known electronic mail address, in each case as recorded in the Share Register provided for in Section 8.1 hereof. Copies of such notices shall be provided to the Participant's Designee.

ARTICLE IX – RECORDS AND REPORTS

9.1 **Inspection of Records.** The records of the Trust shall be open to inspection by any Participant at all reasonable business hours. The Trustees shall use their best efforts to communicate administrative and investment decisions to Participants through a website to be established by the Trust.

9.2 **Reports.** The Trustees shall cause to be prepared at least annually: (i) a report or statements of financial operations of the Trust; (ii) an opinion of an independent certified public accountant on such report or financial statements based on an examination of the books and records of the Trust; and (iii) such other information as may be required by N.C.G.S. or by rules and regulations promulgated thereunder. A signed copy of such report and opinion shall be filed with the Trustees within one hundred twenty (120) days after the close of the period covered thereby. The Trustees shall cause copies of the annual report to be delivered to the Participants of record within one hundred twenty (120) days after the close of the period covered thereby. In addition, the Trustees shall furnish to the Participants at least quarterly an interim report containing such information as may be required by statute or regulation.

ARTICLE X - TRUSTEES AND OFFICERS

10.1 Number, Qualification and Succession of Trustees.

(a) The governing body of the Trust shall be the Board of Trustees, the membership of which shall be determined as herein provided and as provided in the Bylaws.

(b) The number of Trustees shall be fixed from time to time by resolution of the Trustees; provided that, the number of Trustees shall be at no time less than three (3) or more than seven (7). No reduction in the number of Trustees shall have the effect of removing any Trustee from office prior to the expiration of his or her term.

(c) The Trustees may be comprised of designees of the Participants (“Designees”) and non-designees. Any Trustee who at the time of election or appointment is not a designee of a Participant is referred to herein as a “Non-Designee.” The Trustees shall have the discretion to qualify Non-Designees based upon their professional experience and expected benefit to serving the interests of the Participants. A majority of the Trustees must be Designees. Designees from Participants must have representation from at least one (1) County and one (1) Municipal government. The number and qualifications of Non-Designee Trustees shall be as provided in the Bylaws. If a Designee of a Participant serves as a Trustee, and ceases to be a Designee, such person shall no longer be qualified to serve as a Trustee, and shall not, by virtue of ceasing to qualify as a Designee, be deemed to be a Non-Designee Trustee. The Trustees shall be natural persons.

(d) Trustees shall be elected or appointed as provided in Section 10.4 hereof. No such election or appointment shall become effective, however, until the elected or appointed person qualifies for such office by delivering to the President of the Board of Trustees a writing signed by him or her (i) accepting such election or appointment, and (ii) agreeing to be bound by the terms of this Indenture. Qualification must be completed within twenty (20) days after such person is notified of his or her appointment or election, and failure to meet this requirement shall void the appointment or election.

(e) Whenever a vacancy in the number of Trustees shall occur until such vacancy is filled, the Trustees or Trustee continuing in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Indenture.

(f) Upon the appointment or election and qualification of any person to the office of Trustee, the Trust Property shall vest in such new Trustee without necessity of any further act or conveyance.

10.2 Signatory Local Government Units and Trustees. In accordance with Section 10.1(b), by the execution of this Indenture, the Signatory Local Government Units appoint the following persons as initial Trustees (the “Initial Trustees”) for a Term of five (5) years: [Emily Lucas], and [Don Warn].

The Initial Trustees shall have all the powers of Trustees provided herein and shall have the power to appoint up to five (5) additional Trustees, to serve until the Board of Trustees has been elected in accordance with Section 10.4 hereof.

10.3 Vacancies.

(a) A Trustee’s office shall be deemed vacant upon the occurrence of any one of the following events:

(i) If a person who was duly appointed or elected fails, neglects or refuses to qualify for office within twenty (20) days after the date he or she is notified of such appointment or election;

(ii) If a person who was duly appointed submits a written resignation to the Board of Trustees;

(iii) If a person who was duly appointed becomes disabled or dies during his or her term of office, or for whom a guardian or conservator has been appointed;

(iv) If a person who was duly appointed ceases to meet the requirements for the office of Trustee, as provided herein and in the Bylaws;

(v) If a person who was duly appointed is convicted of a felony or is or becomes the subject of an Order for Relief entered pursuant to the United States Bankruptcy Code (11 U.S.C. § 101 *et seq.*);

(vi) If a court of competent jurisdiction voids the appointment or removes a person duly appointed for any cause whatsoever, but only after his or her right to appeal has been waived or otherwise exhausted; or

(vii) If the person who was duly appointed is removed from office pursuant to Section 10.5 hereof.

(b) No vacancy in the office of any Trustee shall operate to annul this Indenture or to revoke any existing agency created pursuant to the terms of this Indenture, and title to any Trust Property held in the name of such Trustee and the other Trustees or otherwise, shall, in the event of a vacancy in the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance. In the case of a vacancy, the majority of the Board of Trustees continuing in office acting by resolution, may fill such vacancy.

10.4 Elections and Appointments; Term of Office.

(a) Trustees are appointed or elected for overlapping terms of three years by a vote of the Participants holding at least a majority of the outstanding Shares present and entitled to vote at an annual meeting or voting in an annual vote of Participant, herein called an "Annual Election." At any time the Board changes the number of Trustees it shall by the same action specify the number of three-year terms to be filled at the next Annual Election, but shall maintain as nearly equal as possible the number of three-year terms to be filled at each subsequent Annual Election. Trustees may succeed themselves in office. Candidates shall be nominated as provided in the Bylaws. The candidate(s) with the highest number of votes will be elected. The Board of Trustees shall, at the next meeting following the election, review the election returns and declare the appropriate candidate(s) elected.

(b) A Trustee remains in office until a vacancy occurs in his or her office as provided in Section 10.3 hereof, or until his or her successor is duly appointed and qualifies for office.

10.5 Resignation and Removal.

(a) Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him or her and delivered to the President and such resignation shall be effective upon such delivery or at a later date according to the terms of the notice.

(b) Any Trustee may be removed with or without cause by action of two-thirds of the other Trustees.

(c) Upon ceasing to be a Trustee, such person shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver on his or her behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

10.6 Officers and Advisers. The Trustees shall annually designate a President who shall be the Chief Executive Officer of the Trust and a Vice President, who shall have such duties as the Trustees shall deem advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, a Treasurer and a Secretary, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, or may authorize the President to appoint, one or more Assistant Secretaries and Assistant Treasurers, and such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. Two or more offices, except those of President and Vice President, may be held by the same person.

10.7 Bylaws; Quorum of Trustees.

(a) The Trustees may adopt and, from time to time, amend or repeal Bylaws for the conduct of the business of the Trust, and in such Bylaws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Trust. Notwithstanding the foregoing, absent adoption of Bylaws addressing the same, the Trustees may define the duties of the respective officers, agents, employees and representatives of the Trust, and such other matters regarding administration of the Trust not specifically addressed in this Indenture, by resolution of the Board of Trustees.

(b) A quorum for the purposes of any meeting or vote of the Trustees shall consist of a majority of the Trustees entitled to vote at a meeting of the Board of Trustees.

ARTICLE XI - DETERMINATION OF NET ASSET VALUE AND NET INCOME: DISTRIBUTIONS TO PARTICIPANTS

11.1 Net Asset Value. The net asset value of each allocated Share of the Trust shall be determined by the method and frequency established by the Trustees and shall be set forth in an Information Statement as the same may be amended from time to time. The duty to make the calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other person as the Trustees by resolution may designate.

11.2 **Retained Reserves.** The Trustees may retain from the earnings of the Trust such amount as they may deem necessary to pay the debts and expenses of the Trust and to meet other obligations of the Trust, and the Trustees shall also have the power to establish such reasonable reserves from earnings as they believe may be required to protect the Trust and the Participants against contingent liabilities.

ARTICLE XII – CUSTODIAN

12.1 **Duties.** The Trustees shall employ a bank, savings and loan association or trust company in the State of North Carolina or otherwise in accordance with N.C.G.S. Section 159-31 as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in this Indenture, the Bylaws of the Trust or otherwise determined by resolution of the Board of Trustees, to perform the duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian.

12.2 **Appointment.** The Trustees shall have the power to select and appoint the Custodian for the Trust. The Custodian Agreement may be terminated at any time without cause and without the payment of any penalty by the Trust on not less than sixty (60) days' written notice to the Custodian.

12.3 **Disbursement and Collection Agent.** The Trustees may also authorize the employment of a Disbursement and Collection Agent from time to time to perform acts and services upon such terms and conditions, as may be agreed upon between the Custodian and said agent and approved by the Trustees; *provided, however*, that, in every case, such Disbursement and Collection Agent shall be a bank, savings and loan association or trust company duly organized in the State of North Carolina or otherwise in accordance with N.C.G.S. Section 159-31.

12.4 **Successors.** In the event that at any time the Custodian or the Disbursement and Collection Agent shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement or disbursement and Collection Agreement, the Trustees shall appoint a successor thereto.

ARTICLE XIII - RECORDING OF INDENTURE

13.1 **Recording.** This Indenture and any amendments hereto shall be filed, registered, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by law or as the Trustees may deem appropriate. An amended Indenture, containing or restating the original Indenture and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Indenture and the various amendments thereto.

ARTICLE XIV - AMENDMENTS TO INDENTURE AND PERMITTED INVESTMENTS LIST; TERMINATION OF TRUST; DURATION OF TRUST

14.1 **Amendment to Indenture or Permitted Investments List; Termination.**

(a) The provisions of this Indenture may be amended or altered, or the Trust may be terminated, by a vote of the Participants pursuant to Section 2.7 hereof. The Trustees may, from time to time by a two-thirds vote of the Trustees, and after 45 days prior written notice to the Participants, amend or alter the provisions of the Indenture, without the vote or assent of the Participants, which the Trustees, in good faith deem necessary or convenient for the administration and operation of the Trust, to establish and designate additional series or portfolios pursuant to Section 7.10 hereof, or to the extent deemed by the Trustees in good faith to be necessary to conform this Indenture to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Trustees shall not be liable for failing so to do. Notwithstanding the foregoing, no amendment may be made pursuant to this Section which would:

(i) change any rights with respect to any allocated Shares of the Trust by reducing the amount payable thereon upon liquidation of the series or portfolio or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of Participants holding at least two-thirds of the Participants Shares entitled to vote thereon;

(ii) Cause any of the investment restrictions contained herein to be less restrictive except with the vote or written consent of Participants holding at least a majority of the Participants Shares entitled to vote thereon;

(iii) Change the limitations on personal liability of the Participants and Trustees except with the vote or written consent of Participants holding at least two-thirds of the Shares entitled to vote thereon; or

(iv) Change the prohibition of assessments upon Participants except with the vote or written consent of Participants holding at least two-thirds of the Shares entitled to vote thereon.

A certification signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees or a copy of the Indenture, as amended, executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

(b) The Trust may be terminated by the vote of the majority of authorized Trustees, subject to the vote or written consent of Participants holding at least a majority of the Shares. Upon the termination of the Trust pursuant to this Section 14.1(b), (i) the Trust shall carry on no business except for the purpose of winding up its affairs, (ii) the Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under this Indenture shall continue until the affairs of the Trust shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more Persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs, provided, however, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Trust Property shall require approval of the

principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Trustees entitled to vote thereon, and (iii) after paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Trustees as aforesaid or a copy of the Indenture, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

14.2 **Duration.** The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIV.

14.3 **Distribution upon Termination.** Upon the termination of the Trust, the Trustees shall, after paying or making provision for the payment of all of the liabilities of the Trust, dispose of all of the assets of the Trust exclusively for the purposes of the Trust, in such manner, or to such organization(s) organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization(s) under Section 501(c)(3) of the Code, or the corresponding provisions of any subsequent federal tax laws, as the Trustees shall determine. Any such assets not so disposed of shall be disposed of by the court of general jurisdiction in the county in which the principal office of the Trust is then located, exclusively for such purposes or to such organization or organizations as such court shall determine.

ARTICLE XV – MISCELLANEOUS

15.1 **Governing Law.** This Indenture is executed by the Signatory Local Government Units and delivered in the State of North Carolina and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of North Carolina (without regard to its conflicts of law rules). Venue for any dispute, breach or other legal action relating to the interpretation or implementation of this Indenture shall lie in a court of competent jurisdiction in the State of North Carolina.

15.2 **Counterparts.** This Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

15.3 **Reliance by Third Parties.** Any certificate executed by an individual who according to the then current records of the Trust appears to be a Trustee, the Secretary or

the Treasurer of the Trust, certifying to (a) the number or identity of Trustees or Participants, (b) the due authorization of the execution of any instrument or writing, (c) the results of any vote of Trustees or Participants, (d) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Indenture, or the form of any Bylaws adopted by, or the identity of any officers or any facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the Trust and the successors of such Person

15.4 Provisions in Conflict with Law. The provisions of this Indenture are severable, and if the Trustees shall determine with the advice of counsel that any one or more of such provisions are in conflict with applicable federal or North Carolina laws, those conflicting provisions shall be deemed never to have constituted a part of this Indenture, *provided, however,* that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Indenture or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

15.5 Section Headings. Any headings preceding the text of the several Articles and Sections of the Indenture and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Indenture nor affect its meaning, construction or effect.

15.6 Adoption by Local Government Unit; Written Investment Policies of Participants; Resignation and Withdrawal of Participants.

(a) Any Local Government Unit meeting the requirements hereof may become a Participant of this Trust by (i) taking all required official action to adopt to a Resolution authorizing the execution of this Indenture including, without limitation, adopting or otherwise having in effect a written investment policy consistent with this Indenture and the Permitted Investments list or amending or modifying any existing written investment policy not consistent with this Indenture or the Permitted Investments list, and (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken. A copy of this Indenture may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section.


(b) By joining in or adopting this Indenture, each Participant agrees that it will maintain a written investment policy consistent with the provisions of this Indenture and the Permitted Investments list, as each of the same is amended from time to time.

(c) Any Participant may resign and withdraw from the Trust by sending a written notice to such effect to the President of the Trust and the Administrator and by requesting the redemption of all Shares then held by it or in accordance with any other procedure authorized by the Board of Trustees. Such resignation and withdrawal shall become effective upon the receipt thereof by the President of the Trust and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Indenture or terminate the existence of the Trust.

[Signatures appear on next page]

IN WITNESS WHEREOF, the undersigned Local Government Units of the State of North Carolina acting in the capacity of Signatory Local Government Units of the Trust have executed this Indenture together with the Trustees by the execution of the addenda, which are attached to this Indenture. By the execution of the addenda, the respective Trustees and Signatory Local Government Units are intending to adopt and be bound by the terms of this Indenture.


Buncombe County

By: 

Name: Donald Warn

Title: Finance Director/CFO

Wake County

By: 

Name: Emily Lucas

Title: Chief Financial Officer

Addendum 1 – Initial Trustees

IN WITNESS WHEREOF, the undersigned Trustees have caused this Indenture of Trust to be executed as of the date first herein above set forth.

By: 

Name: Donald Warn

Title: Finance Director/CFO, Buncombe County

By: 

Name: Emily Lucas

Title: Chief Financial Officer, Wake County

By: _____

Name:

Title:

By: _____

Name:

Title:



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO, DECLARING THE INTENT OF THE COUNTY TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM PROCEEDS THEREOF, AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

Description

Please see the following Item Summary

Board Action Requested

Adopt Resolution.

Item Presenter

David Clawson, Finance Director

ITEM SUMMARY: RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO, DECLARING THE INTENT OF THE COUNTY TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM PROCEEDS THEREOF, AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

The attached Resolution is the first step necessary to issue the Series 2022 Installment Financing Contract Construction Draw Program. The debt will be a short term, variable rate, privately placed installment financing contract with a maximum term of three years. The financing plan is to issue twenty-year Series 2024 Limited Obligation Bonds at or near the end of the construction period of approximately 24 months. The financing RFQ will be released on 8/1/2022 and responses will be due 8/15/2022 (see attached calendar).

The debt issuance, scheduled to close on 10/14/2022, will provide financing for (see attached projects summary):

- New construction of a Manteo Youth Center;
- New construction of a Dare EMS and Kill Devil Hills Fire Station;
- Renovation and expansion of the Manteo EMS Station;
- Renovation and expansion of the Frisco EMS Station;
- New construction of a Southern Shores EMS Station;
- New construction of a Dare MedFlight hangar and crew quarters; and
- New construction of a Manns Harbor EMS Station and renovations to the County-owned volunteer fire department building.

The Resolution uses a not to exceed amount of \$47,000,000 which allows for a margin of safety over the estimate \$45,663,492 which includes owner's costs and contingency.

The LGC application must be filed by 9/2 and will be on the LGC 10/4/2022 agenda for approval.

Attached after this Item Summary are:

- The Financing Calendar;
- The Projects Summary;
- The Resolution; and
- The Capital Investment Debt Affordability Model Dashboard showing fund balance and coverage levels with these estimates and debt structure which are approximately the same as presented to the Board on 7/18/2022.

The Resolution states:

- It is in the best interest of the County to enter into an installment financing contract to finance the Projects, and that the Kill Devil Hills property will be pledged under the deed of trust;
 - Pledging other project properties if necessary is allowed;
- The Projects are essential to the County, and the County can finance them at favorable interest rates;
- The financed amount will not exceed \$47,000,000;
- The use of an installment financing contract for the financing vehicle is preferred and is the more cost and time efficient option;
- An increase in property taxes, if any, will not be excessive - there is no property tax increase necessary to finance the projects per the debt affordability model;

- The County's taxing power is not pledged for the financing;
- The County is not in default under any of its debt service obligations;
- The County's budget process is in compliance with the Local Government Budget and Fiscal Control Act;
- Per past audit reports, the County has been in compliance with the law and has not been censured by the LGC, external auditors, or other regulatory agencies; and
- A public hearing will be held on the financing on September 6, 2022; and
- The County will reimburse itself from debt proceeds for expenditures incurred prior to the debt closing.

The Resolution:

- Authorizes the County Manager and Finance Director or designees to proceed with the Contract for a principal amount of not to exceed \$47,000,000 under NCGS 160A-20;
- Directs the Finance Director or designee to file an application with the LGC; and
- Authorizes and directs the Finance Director to retain Parker Poe Adams & Bernstein as bond counsel and DEC Associates as financial advisor and placement agent.
- Sets a Public Hearing on September 6, 2022 on the contract, the deed of trust, and the projects and directs the Clerk to the Board to publish a notice at least 10 days prior.
- Authorizes the Finance Director to reimburse the County from debt proceeds, estimated at \$2,500,000.

COUNTY OF DARE, NORTH CAROLINA

SERIES 2022 EMS & FIRE DRAW PROGRAM



JULY 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FINANCING SCHEDULE

<u>DATE</u>	<u>EVENT</u>	<u>PARTICIPANT</u>
July 28	LGC Kick off	County; FA; LGC
August 1	County adopts Preliminary Resolution and Calls for Public Hearing	County; BC
August 1	Send Request for Proposal (RFP)	County; FA
August 15	RFP Responses Due	County; FA
NLT August 20	Send Joint Legislative Letter	County; BC
NLT August 26	Publish notice of public hearing in newspaper	County; BC
August 30	Documents distributed	BC; PC
NLT September 2	Submit LGC application	County
September 6	County holds Public Hearing	County; BC
September X	Document review X:00pm Dial-in: 866.390.5250 Passcode: 7355668#	All
October 3	County adopts Approving Resolution	County; BC
October 4	LGC Approval	LGC
October 14	Closing	All

Participants:

County	County of Dare, NC	BANK	Bank Provider – ?
FA	Financial Advisor - DEC Associates Inc.	PC	Provider Counsel – ?
BC	Bond Counsel - Parker Poe	LGC	Local Government Commission

Dare County 2022 Projects
Architect's Estimates

4.00%

7/21/2022

	Manteo Youth Center	Station #1 Kill Devil Hills	Station #2 Manteo	Station #3 Frisco	Station #4 Southern Shores	Station #6 Rodanthe	Station #7 Dare MedFlight	Station #8 Manns Harbor	Totals
Building demo/new construction	\$ 1,184,400	\$ 100,000			\$ 50,000			\$ 21,500	\$ 1,355,900
Building renovations/new construction		11,290,865	674,159	674,159	3,290,918		3,878,667	2,287,810	22,096,578
Sitework	175,000	1,651,816	101,998	107,810	253,920		292,600	239,890	2,823,034
Subguard bonding		182,598	10,866	10,948	50,328		58,398	35,689	348,827
Construction contingency		396,758	23,611	23,788	109,355		126,890	77,546	757,948
Preconstruction contingency		652,134	38,808	39,098	179,742		208,563	127,460	1,245,805
Escalation since December 1, 2021		1,565,122	38,808	39,098	179,742		500,552	305,904	2,629,226
CM at Risk General Conditions & CM fees		2,941,007	175,409	178,354	789,880		990,625	591,656	5,666,931
Insurance & bonds		490,168	29,235	29,726	131,647		165,104	98,609	944,489
Subtotal construction	1,359,400	19,270,468	1,092,894	1,102,981	5,035,532	-	6,221,399	3,786,064	37,868,738
Design fees	135,940	1,776,274	127,089	128,040	577,191	356,139	667,964	410,203	4,178,840
Survey & geotechnical	10,000	39,401	23,610	23,788	27,339		32,197	25,849	182,184
Special inspections & construction testir	50,000	100,000	20,000	30,000	50,000		85,000	40,000	375,000
FF&E	75,000	599,094	35,731	36,331	160,901		331,400	120,523	1,358,980
	1,630,340	21,785,237	1,299,324	1,321,140	5,850,963	356,139	7,337,960	4,382,639	43,963,742
Owner costs	20,000	50,000	15,000	15,000	25,000		35,000	25,000	185,000
Owner's contingency @ 4% of constructio	54,376	770,819	43,716	44,119	201,421	-	248,856	151,443	1,514,750
	1,704,716	22,606,056	1,358,040	1,380,259	6,077,384	356,139	7,621,816	4,559,082	45,663,492
Site owner	County	County	County	County	S Shores	TBD	DCAA	County	
Site already pledged?	Yes	No	No	No				No	
County share		\$ 11,778,892							
Town of Kill Devil Hills share		\$ 10,827,164							

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO, DECLARING THE INTENT OF THE COUNTY TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM PROCEEDS THEREOF, AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

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

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

WHEREAS, the Board of Commissioners of the County (the “*Board*”) hereby determines that it is in the best interest of the County to enter into (1) an Installment Financing Contract (the “*Contract*”) with a financial institution to be determined (the “*Bank*”) in order to finance (a) the construction of a new youth center in the Town of Manteo (the “*Youth Center*”), (b) the construction of a replacement County EMS station and a fire station on behalf of the Town of Kill Devil Hills located in Kill Devil Hills (the “*KDH Facilities*”), (c) the construction, renovation, and improvements to four other EMS stations throughout the County (the “*EMS Stations*”), and (d) the construction of a new airport hangar for Dare MedFlight, including crew quarters (the “*Hangar*” and collectively with the Youth Center, the KDH Facilities, and the EMS Stations, the “*Projects*”), and (2) a deed of trust, security agreement and fixture filing (the “*Deed of Trust*”) related to the County’s fee simple interest in the real property on which the KDH Facilities will be located, as well as any such other sites on which the Projects are located as may be required by the Bank (the “*Mortgaged Property*”), that will provide security for the County’s obligations under the Contract;

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

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

WHEREAS, the County hereby determines that the estimated cost of financing the Projects is an amount not to exceed \$47,000,000 and that such cost of financing the Projects exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

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

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

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

WHEREAS, the increase in taxes, if any, necessary to meet the sums to fall due under the Contract will not be excessive;

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

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

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

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

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

WHEREAS, the County will incur and pay certain expenditures (the "*Original Expenditures*") in connection with the Projects prior to the date of execution and delivery of the Contract, such Original Expenditures to be paid for originally from a source other than the proceeds of the Contract, and the County intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Contract; and

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

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

Section 1. ***Authorization to Negotiate the Contract; Ratification.*** That the County Manager and the Deputy County Manager/Finance Director, individually and collectively, with advice from the County's financial advisor, are hereby authorized and directed to proceed and negotiate on behalf of the County to finance the Projects for a principal amount not to exceed \$47,000,000 under the Contract to be

entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina and to provide in connection with the Contract, as security for the County's obligations thereunder, the Deed of Trust conveying a lien and interest in the Mortgaged Property, including the improvements thereon, as may be required by the Bank providing the funds to the County under the Contract. All actions of the County Manager and the Deputy County Manager/Finance Director, individually and collectively, or their designees, in furtherance of financing the Projects, whether previously or hereinafter taken, are hereby ratified and authorized.

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

Section 3. **Direction to Retain Special Counsel and Financial Advisor.** That the selection by the Deputy County Manager/Finance Director to retain the assistance of Parker Poe Adams & Bernstein LLP, as special counsel, and DEC Associates, Inc., as financial advisor, is hereby authorized and ratified.

Section 4. **Public Hearing.** That a public hearing (the "*Public Hearing*") shall be conducted by the Board of Commissioners on September 6, 2022 at 9:00 a.m. in the Board of Commissioners' Meeting Room, Dare County Administration Building, 954 Marshall C. Collins Drive, Manteo, North Carolina 27954, concerning the Contract, the Deed of Trust, the proposed Projects and any other transactions contemplated therein and associated therewith. The Clerk to the Board is hereby directed to cause a notice of the Public Hearing, a form of which is attached hereto as Exhibit A, to be published at least once in a qualified newspaper of general circulation within the County no fewer than 10 days prior to the Public Hearing.

Section 5. **Reimbursement.** The County presently intends, and reasonably expects, to reimburse itself for Original Expenditures in an amount not to exceed \$2,500,000 on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Contract. The County adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County's intent to reimburse itself for the Original Expenditures from proceeds of the Contract. The Deputy County Manager/Finance Director of the County, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the Original Expenditures incurred and paid by the County in connection with the Projects during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of the execution and delivery of the Contract.

Section 6. **Ratification.** All actions of the County and its officials, whether previously or hereafter taken in effectuating the proposed financing as described herein, are hereby ratified, authorized and approved.

Section 7. **Repealer.** That all motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 8. **Effective Date.** That this Resolution is effective on the date of its adoption.

Adopted this the 1st day of August, 2022.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board

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

I, *Cheryl C. Anby*, Clerk to the Board of Commissioners of the County of Dare, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO, DECLARING THE INTENT OF THE COUNTY TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM PROCEEDS THEREOF, AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” duly adopted by the Board of Commissioners of the County of Dare, North Carolina at a meeting held on the 1st day of August, 2022.

WITNESS my hand and the corporate seal of the County of Dare, North Carolina, this the ____ day of August, 2022.

(SEAL)

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

EXHIBIT A
NOTICE OF PUBLIC HEARING

At its August 1, 2022 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 finance (a) the construction of a new youth center in the Town of Manteo (the “*Youth Center*”), (b) the construction of a replacement County EMS station and a fire station on behalf of the Town of Kill Devil Hills located in Kill Devil Hills (the “*KDH Facilities*”), (c) the construction, renovation, and improvements to four other EMS stations throughout the County (the “*EMS Stations*”), and (d) the construction of a new airport hangar for Dare MedFlight, including crew quarters (the “*Hangar*” and collectively with the Youth Center, the KDH Facilities, and the EMS Stations, the “*Projects*”), pursuant to an installment financing contract (the “*Contract*”), in a principal amount not to exceed \$47,000,000 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 all or a portion of the Projects will be located (the “*Mortgaged Property*”). 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 Youth Center will be located at 101 North Highway 64/264 Manteo NC 27954. The KDH Facilities will be located at 1630 North Croatan Highway Kill Devil Hills NC 27948. The EMS Stations will be located at 515 Bowsertown Road Manteo NC 27954; 50346 Highway 12 Frisco NC 27936; 28 East Dogwood Trail Southern Shores NC 27949; and 6677 Highway 64/264 Manns Harbor NC 27953. The Hangar will be located at 410 Airport Road 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 September 6, 2022 at 9:00 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 24 hours before 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: August __, 2022



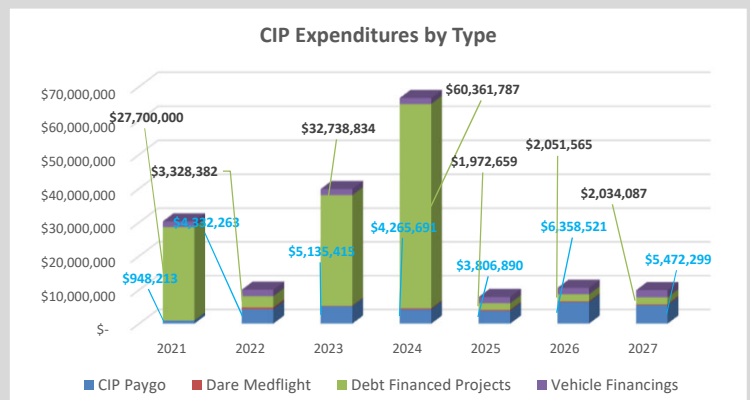
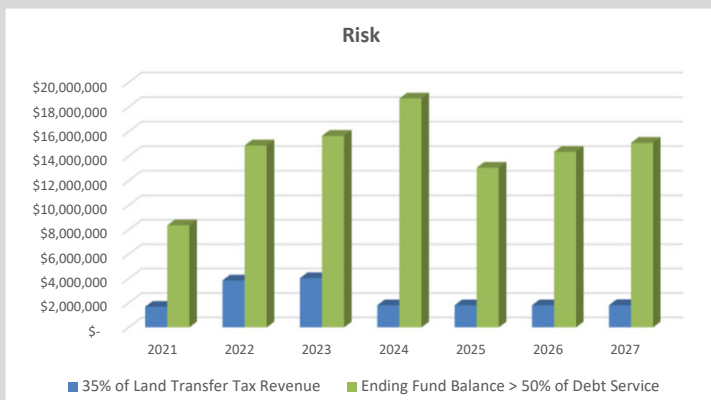
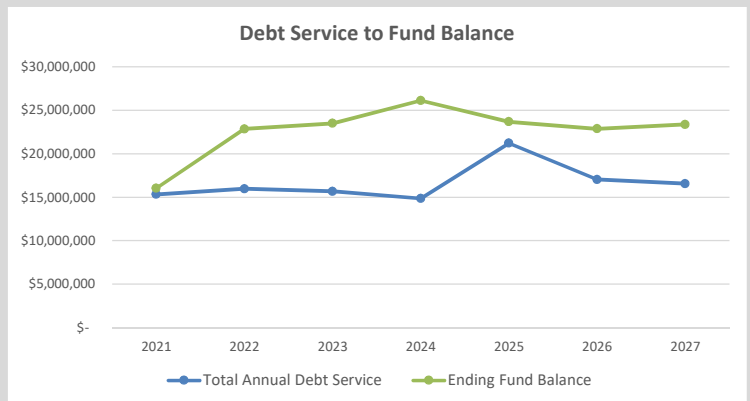
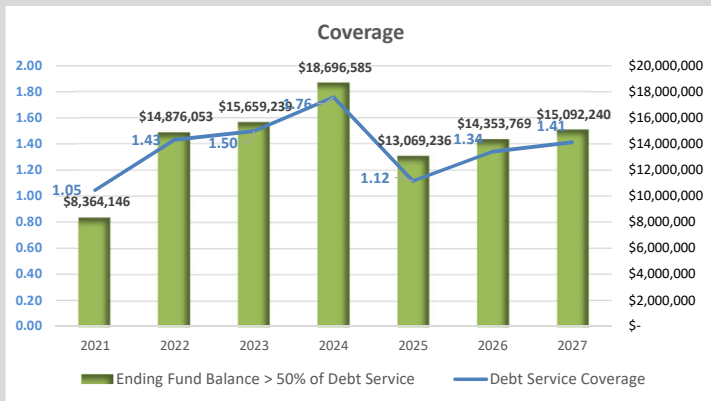
County of Dare, North Carolina

Financial Model for Capital Investment Fund



Financial Plan Summary	Actual	Estimated	Capital Improvements Plan				
	2021	2022	2023	2024	2025	2026	2027
Debt Service Coverage	1.05	1.43	1.50	1.76	1.12	1.34	1.41
Annual Revenue	\$ 27,747,916	\$ 30,465,207	\$ 23,432,012	\$ 23,759,077	\$ 24,678,258	\$ 24,807,860	\$ 24,941,258
Existing Annual Debt Service	\$ 15,330,908	\$ 15,966,338	\$ 15,345,649	\$ 12,383,721	\$ 11,443,899	\$ 6,961,739	\$ 6,592,141
New Annual Debt Service	\$ -	\$ -	\$ 320,622	\$ 2,463,317	\$ 9,763,268	\$ 10,077,966	\$ 9,962,137
Total Annual Debt Service	<u>\$ 15,330,908</u>	<u>\$ 15,966,338</u>	<u>\$ 15,666,271</u>	<u>\$ 14,847,037</u>	<u>\$ 21,207,167</u>	<u>\$ 17,039,705</u>	<u>\$ 16,554,278</u>
Ending Debt Outstanding	\$ 78,679,312	\$ 67,824,861	\$ 75,418,732	\$ 122,883,305	\$ 127,082,329	\$ 116,983,595	\$ 107,237,819
Paygo Capital & Vehicles and Equipment	\$ 1,668,153	\$ 7,202,047	\$ 6,959,249	\$ 6,015,470	\$ 5,644,158	\$ 8,287,654	\$ 7,605,927
Dare Medflight	\$ -	\$ 467,199	\$ 173,340	\$ 268,839	\$ 274,216	\$ 279,700	\$ 285,294
Ending Fund Balance	\$ 16,029,599	\$ 22,859,222	\$ 23,492,374	\$ 26,120,104	\$ 23,672,820	\$ 22,873,621	\$ 23,369,379
Ending Fund Balance Restricted for Schools	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 807,359	\$ 2,388,014
Debt Financed Projects (Note)	\$ 27,700,000	\$ 3,328,382	\$ 32,738,834	\$ 60,361,787	\$ 1,972,659	\$ 2,051,565	\$ 2,034,087
Other Financial Metrics							
Ending Fund Balance > 50% of Debt Service \$'s over minimum coverage	\$ 8,364,146	\$ 14,876,053	\$ 15,659,239	\$ 18,696,585	\$ 13,069,236	\$ 14,353,769	\$ 15,092,240
35% of Land Transfer Tax as a % of Annual Revenue Revenue % risk for largest annual % LTT decrease	14%	13%	17%	8%	7%	7%	7%

There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.



Note: Debt Financed Project amounts do not affect fund balances and do not include vehicles & equipment financed through lease purchases.



Consent Agenda

Description

1. Approval of Minutes (07/18/22)
2. Tax Collector's Report

Board Action Requested

Take Appropriate Action

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., July 18, 2022

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

Commissioners absent: None

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

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

At 5:03 p.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Wayne Berry to share a prayer, and then he led the Pledge of Allegiance to the flag.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

A brief outline of the item mentioned by Chairman Woodard during his opening remarks:

- Dare County Babe Ruth softball teams were recognized for their participation in the Allstar Tournament in Havelock, NC. Chairman called the name of each player in both the 8u and 12u teams to congratulate them for winning the NC state championship in their division. He stated it was a total team effort and the entire county was proud.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Sandy Pace, Virginia S. Tillett Community Center Manager, received a 25-year pin.
- 2) Sally Helms, Sr. Social Worker Supervisor, DSS, received a 15-year pin.
- 3) Felisha Norman, Income Maintenance Supervisor, DSS, received a 15-year pin.
- 4) Wanda McMahon Community Health Technician, DSS, received a 20-year pin.
- 5) Terence Sheehy, EMS Deputy Director, EMS, received a 25-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH – July, 2022

Acra Styron received the Employee of the Month award from Tim White who described the many ways that he is an asset to the Parks & Recreation Department as a leisure activities coordinator. Mr. White mentioned one of Mr. Styron’s unique skills was to listen to opposing views while remaining calm. He has worked at Parks and Recreation for four years.

ITEM 4 – PUBLIC COMMENTS

At 6:01 p.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. There were no comments from Buxton. Following is a summary of a comment from Manteo:

1. Melissa Gray was one of the assistant coaches for the Babe Ruth teams. She explained the cost of the sport travel teams and academic extracurricular programs were often prohibitive. She asked the Board to consider setting aside restricted funds to aid our youth in attending these programs and to help with the cost of travel.

The County Manager closed Public Comments at 6:04 p.m.

ITEM 5 – UPDATE – SENIOR TAR HEEL LEGISLATURE

Kaye White, the Dare County delegate to the North Carolina Senior Tar Heel Legislature, provided an annual report to the Board, accompanied by Sue Kelly, the alternate delegate. Ms. White stated several takeaways from the June 13-14, 2022 session. One issue involved the \$37 million one-time funding which was earmarked for older adult support services such as chore and shopping services, digital equipment purchases, transportation vouchers and telehealth access. Sue Kelly elaborated on other programs which provided home services and alternative caregiver services for Alzheimer's and dementia. There was more funding needed and improvement in staff to patient ratios.

ITEM 6 – PROCLAMATION RECOGNIZING JULY AS PARKS & RECREATION MONTH

The Board was presented with a Proclamation to recognize July as Parks & Recreation month. Parks and recreation activities and programs provide a multitude of benefits for the county, residents and visitors.

MOTION

Commissioners House and Couch motioned to adopt the Proclamation Recognizing July as Parks & Recreation Month

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 7 – FLEXIBLE WORK SCHEDULES AND TELEWORKING POLICY

A flexible work schedule and teleworking policy was presented, which had been created to offer some flex options to Dare employees.resented with implementing it tomorrow. As part of the development of the policy, department heads had provided feedback. Mr. Outten explained as implementation began, it may be changed to improve upon the policy. There were some departments and positions that would not be able to take part in flexible scheduling due to job description and other factors. Commissioner Ross asked how many employees may be eligible. Elizabeth Reilly, Human Resources Director, explained between 100-150.

MOTION

Vice-Chairman Overman motioned to approve the flexible work schedule and teleworking policy.

Commissioners House and Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 8 – CAPITAL PROJECT ORDINANCE – FEMA FLOOD MITIGATION ASSISTANCE GRANT, (Att. #1)

A flood mitigation assistance grant was awarded to the county to assist in the elevation of thirteen homes. The owner of each home would be required to provide a 25% match. Mr. Outten stated the funds received from homeowners were held in escrow for the program.

MOTION

Commissioner Bateman motioned to adopt the Capital Project Ordinance and authorized the County Manager to sign the Flood Mitigation Assistance Grant Agreement
Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 9 – BARNHILL PRECONSTRUCTION CONTRACT FOR EMS AND YOUTH CENTER PROJECTS (Att.#2)

The preconstruction contract for the proposed projects titled had been fully reviewed by staff.

MOTION

Commissioner House motioned to approve the preconstruction services contract and authorized the County Manager to sign contract.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

MOTION

Commissioner Tobin motioned to adopt the Capital Project Ordinance for the projects.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 10 – GENERAL FUND 5 YEAR PROJECTION

Dave Clawson, Finance Director, provided the Board with the projection for the operating fund #10. (See archived PowerPoint presentation) No action needed by the Board.

ITEM 11 – RESOLUTION DELEGATING THE AUTHORITY TO THE COUNTY MANAGER TO LEASE REAL PROPERTY FOR ONE YEAR OR LESS PURSUANT TO N.C.G.S. 160A-272 (Att. #3)

It was explained that from time to time the County leased designated surplus properties to various entities for terms of one year or less. Currently, approval by the Board of Commissioners was required for these leases. Delegating this authority to the County Manager would allow for a more efficient approval process for these short-term leases.

MOTION

Vice-Chairman Overman motioned to approve resolution that delegates the authority to the County Manager to approve and sign leases of County-owned real property with terms of one year or less pursuant to N.C.G.S. 160A-272.

Commissioners Tobin and House seconded the motion.

VOTE: AYES unanimous

ITEM 12 – ESSENTIAL HOUSING UPDATE (Att.#4)

The County Manager stated he had positive news about the two housing projects. Woda Cooper had been selected to build 100 essential/affordable units, however, there had been difficulties navigating through the process which had been eased through consult with Parker Poe Adams & Bernstein, LP and the N.C. School of Government. With the contractual

provision change for all the units to be constructed under the LIHTC guidelines, the County could move forward. The Board had seen the draft contract and the County Manager advised the recommended changes suggested by Parker Poe Adams & Bernstein would be made.

MOTION

Commissioner Tobin motioned to move forward with the Woda Cooper contract with modifications to the contract to reflect all the units to be built utilizing the LIHTC (Low-Income Housing Tax Credit) program and authorized the County Manager to sign the final contract. Commissioner House seconded the motion.

VOTE: AYES unanimous

As to the \$35 million project to be built by Coastal Affordable Housing, the County Manager advised with the Governor's signing of the budget, the funds would be placed in the General Fund. This would alleviate the legislative procurement issues. Mr. Outten mentioned the proposed draft agreement with Coastal Affordable Housing had been received today and it was close to final form.

ITEM 13 – 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 (06.15.22) (06.20.22) and (06.28.22) **(Att. #5)**
- 2) Damuth Trane – SPCA HVAC and Boiler System
- 3) 2022 CRS Annual Report
- 4) Recommendation of Award for Avon-Buxton Water Line Improvement
- 5) Budget Amendment – NCEM Capacity Building Competitive Grant Award
- 6) DHHS- Social Services Division Memorandum of Understanding between NCDHHS and Dare County
- 7) Update List of Deputy Finance Officers **(Att. #6)**
- 8) Hazard Mitigation Plan Activities Update
- 9) Budget Amendment – Miss Katie Hatteras Inlet
- 10) Budget Amendment – Debris Removal – Manteo Drainage Ditch System
- 11) Outer Banks Gun Club, Inc. – Amended Bylaws **(Att.#7)**

Vice-Chairman Overman and Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

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

Following is a summary of the items mentioned by Commissioners and County Manager:

Commissioner Ross

- He thanked the Public Relations staff for the newly released short video that summarized some of the work Sandy Pace and others had been doing with the Special Olympian participants in the county.
- Attended the opening of the exhibit entitled, "Operation Drum Beat" at the Graveyard of the Atlantic Museum in Hatteras. It was an outstanding reflection of the U boat activity during World War II with artifacts and renderings of the maritime historic period.
- Kaye White would be one of the speakers at Gentle Expert Memory Care. He stated there were an estimated 6 million people who suffered with these related disabilities.

Commissioner House

- Congratulated the County's Babe Ruth league's two state champion winners.
- The US transitioned into a nationwide three-digit suicide crisis hotline number of 988. The phone number would connect callers to mental health professionals and counselors.
- Senator Steinburg had submitted his resignation effective July 31, 2022 and he had asked Representative Bobby Hanig be appointed to his position. For a day-in-history remembrance, he reminded everyone of Harry S. Truman reintroducing the presidential succession act in 1947.
- Introduced the Pet of the Week showcasing "Rambo" from the SPCA.

Vice-Chairman Overman

- Congratulated the service pin recipients for their cumulative 100 years of service. He also congratulated Acra Styron as employee of the month.
- He congratulated the two Babe Ruth softball teams for their state championship win.
- He took part in a conference call to discuss the upcoming retirement of Dr. John Diamond, who had shouldered the telesite pediatric work with children through Surf Pediatrics. ECU presented a plan for Dr. Diamond to continue the work from home or have another doctor step in for a "seamless transition".
- The Saving Lives Task Force made a presentation to the Kill Devil Hills Rotary Club to provide information on county programs to curtail and prevent substance abuse.

Commissioner Bateman

- Mentioned two separate recent car accidents with a seven-year old and a twenty-four-year-old pedestrian in Hatteras. He requested the County Manager prepare a letter or resolution from the Board to be sent to NCDOT to request better crosswalks in Hatteras. He stated signage was working in Kitty Hawk and other towns. Mr. Outten asked for clarification of needed locations for better signage. Several locations as Canadian Hole and near the ranger station in Rodanthe and Hatteras Village were mentioned. He advised a letter would be fine. Vice-Chairman Overman stated they needed electronic, lighted signage to denote the crosswalk areas. Commissioner Couch introduced the idea of a Frisco fireman for the need to create a Community Safety Program to bring awareness and educate the public.

MOTION

Commissioner Bateman motioned to have a letter or resolution prepared to request NCDOT provide crosswalk signage in Rodanthe and Hatteras Village.

Vice-Chairman Overman seconded the motion

VOTE: Ayes - unanimous

Commissioner Couch

- Mentioned Carol Dillon, whose World War II story was the basis of the book entitled "Taffy of Torpedo Junction" was doing well with a new pacemaker.
- Hatteras was busy with vacationers, but safety needed to come first. It was important to reinforce safety practices.
- Beach nourishment in Avon and Buxton or "coastal storm resiliency" was going well and was an amazing success story to protect the economy and infrastructure of the area.

Commissioner Tobin

- CAC reentry training would be July 26 in Terrell County. Brandi, the ombudsman, had resigned and Jasmine would be presenting the training.
- Announced the dredge delivery would be delayed another couple of weeks. The motors that run the dredge pumps were underpowered and had been replaced. July 29 was the new delivery date. He would be attending one of sea trials tomorrow.
- Reported the inlet was in horrible shape. He had been working with Congressman Murphy, Senators Tillis and Burr along with Congressman Wittman from Virginia to put pressure on the Corps. Col. Bennett had issued a letter of emergency to DEQ to get emergency authorization for dredging in a little interior channel for relief.
- He congratulated the ball players for their terrific state championship win.

Chairman Woodard requested the Board to review the A.B.C. Board history and applications. Ray White was retiring from the board as member and chairman.

MOTION:

Commissioner Couch motioned to appoint Fields Scarborough, Sr. as chairman of the A.B.C. Board.

Commissioner House seconded the motioned

VOTE: AYES unanimous

Chairman Woodard asked for a motion to appoint a new member to the A.B.C. Board to replace retiring Ray White, who had done an excellent job for many years.

MOTION:

Commissioner Tobin motioned to appoint Bea Basnight.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous.

MANAGER’S/ATTORNEY’S BUSINESS

County Manager Outten explained the NC Cooperative Extension was forming a food council and suggested Dare County’s Extension Director, Tanya Lamo represent Dare County.

MOTION

Commissioner Tobin motioned to appoint Tanya Lamo as Dare County’s representative to serve on the Coastal NC Food Council.

Vice-Chairman Overman and Commissioner House seconded the motion.

VOTE: AYES unanimous

Clerk’s Note: The Annual Budget Ordinance Fiscal Year 2023 (Att. #8) – This ordinance was approved by the Board on May 16, 2022, however, was not available from Finance until this meeting and will be filed with Register of Deeds under this agenda section.

Dorothy Hester commented they would work to try to get some effective information out for highway and pedestrian safety issues.

Dave Clawson mentioned the beach nourishment was going very well as Commissioner Couch had described earlier.

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 7:48 p.m., the Board of Commissioners adjourned until 9:00 a.m., August 1, 2022.

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. Public comments: Each speaker's position has been summarized. Attempts have been made to accurately reflect the spelling of each name as spoken at the podium or based on the legibility of the sign-in sheet.



Tax Collector's Report

Description

June 2022 Releases over \$100
June 2022 Refunds over \$100
June 2022 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: June

DATE RANGE: 6/1/2022 - 6/30/2022

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel#	Bill Year	Reason	Value Released	Tax Released
LAWSON, HOWARD A. JR	937543000	2021	PERSONAL PROP REMOVABLE	-183,253.00	-1,107.07
DEGABRIELLE, ROBERT R	962994000	2021	PERSONAL PROP REMOVABLE	-27,762.00	-167.73
				Total Tax Released:	-1,274.80

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: June

Date Range: 6/1/2022 - 6/30/2022

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Amount
TISINGER, TRENT C	000342000	2021	Overpayment	-492.00
SOLIDE, LILLIE L	003245001	2021	Overpayment	-200.00
CASHWELL, ROBERT	003356000	2021	Overpayment	<u>-2,073.84</u>
				-2,765.84



North Carolina Vehicle Tax System

NCVTS Pending Refund report

June 2022

Payee Name	Secondary Owner	Address 1	Address 3	Plate Number	Tax Jurisdiction	Change	Interest Change	Total Change
CAMPER, DAVID WADE		PO BOX 142	EVERGREEN, VA 23939	0BX80637	C99	(\$71.63)	\$0.00	(\$71.63)
					T08	(\$47.40)	\$0.00	(\$47.40)
					T08BN	(\$6.26)	\$0.00	(\$6.26)
					Refund			\$125.29
CAMPER, DAVID WADE	CAMPER, CYNTHIA SIMMONS	PO BOX 142	EVERGREEN, VA 23939	0BX4776C	C99	(\$95.32)	\$0.00	(\$95.32)
					T08	(\$63.07)	\$0.00	(\$63.07)
					T08BN	(\$8.33)	\$0.00	(\$8.33)
					Refund			\$166.72
CASEY, THOMAS LAWRENCE		3 TOWER DR	NEWPORT, KY 41071	0BX0374B	C99	(\$57.47)	\$0.00	(\$57.47)
					F01	(\$8.64)	\$0.00	(\$8.64)
					R01	(\$1.21)	\$0.00	(\$1.21)
					01BN	(\$7.17)	\$0.00	(\$7.17)
					01MSD	(\$28.70)	\$0.00	(\$28.70)
					S99	(\$12.91)	\$0.00	(\$12.91)
Refund			\$116.10					
Refund Total								\$408.11



Board Appointments

Description

The following Boards have appointments this month:

1. Airport Authority
2. Parks and Recreation Advisory Council
3. Upcoming Board Appointments

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Airport Authority

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

August 2022

AIRPORT AUTHORITY

(Four Year Term)

The Airport Authority Board is responsible for maintaining and operating airports owned by the Authority or Dare County. They provide air transportation services to the aviation traveling public and other aviation related services.

**The terms of Charles Davidson and Jack Shea expired July, 2022.
The term of Fred Newberry expires August, 2022
It is recommended they each be reappointed for another term.**

Applications on file:

**James R. Kenny, Raymond G. Pate, William J. Overman, Jr.
and Earl (Tim) Shearin, Jr.**

Other Members: See attached list

AIRPORT AUTHORITY

(Four Year Term)

The Airport Authority's mission is to manage the operation, maintenance and improvement of air services and facilities for the use, convenience, and benefit of the air traveling public.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
George Henderson P.O. Box 606 Manteo, NC 27954 473-2791	7-23	Reaptd. 7/87 91,95,99,03, 07,11,15,19
Joseph Blakaitis, Treasurer P.O. Box 8212 Duck, NC 27949 261-7513 (H), 973-723-4434 (C)	7-23	Apptd. 7/15,19
Walton P. Burkheimer, Jr "Pete" 302 Saint Louis Street Kill Devil Hills, NC 27948 757-478-5970	7-23	Apptd. 7/19
Wally Overman 549 Skyco Rd. Manteo, NC 27954 252-473-3433 (Commissioner Representative)	4-26	Apptd. 1/15 Reaptd. 4/18 3/22
Charles Davidson, Chairman 3618 Old Nags Head Woods Rd. Nags Head, NC 27959 715-0662 (H), 548-9141 (C) (Commissioner Appointee)	7-22	Apptd. 7/15 Reaptd. 7/18
Fred Newberry, Vice-Chairman 267 N. Dogwood Trail Southern Shores, NC 27949 252-564-5108 (H)	8-22	Apptd. 1/16 Reaptd. 8/18
David Crownover 202 Landing lane Manteo, NC 27954 717-829-6319 (C)	7-23	Apptd. 6/20
William Pope, Secretary 4108 Lindbergh Ave. Kitty Hawk, NC 27949 255-0834 (H)	4-23	Apptd. 4/15 Reaptd. 4/19

Comm. Jack Shea	7-22	Apptd. 10/13
290 Wax Myrtle Trail		Reapptd. 4/15,
Southern Shores, NC 27949		7/18
261-4158		

Notes: Meeting Date: 4th Wednesday of each month, 7:00 p.m., at the Dare County Airport

Louise Dollard replaced Clarence Skinner who resigned 8/86; Phelpie Edmondson resigned 8/86.
 John Watkins replaced Dwight Wheless who resigned 4/87.
 Russell Langley replaced Orman Mann who resigned 10/84.
 Tommie Gray replaced Russell Langley who resigned 8/86.
 Ellis Gray, Jr. replaced Lionel Shannon who resigned 3/87.
 Phil Olear replaced Ellis Gray who resigned 2/90; Charles Elms replaced Jim Welch who resigned 2/90.
 William D. Smith replaced Ken Mann who resigned 2/90.
 Lester Scarborough replaced Phil Olear; Louise Dollard replaced Harold Gray.
 Clarence Skinner replaced Sonny Ambrose 1/93; Sammy Smith replaced Lester Scarborough.
 Glenn Futrell replaced Charles Elms 12/93; Paul Breaux replaced Mearl Meekins 3/94.
 Al Jones replaced R.D. Sawyer, Jr., Davis Balance replaced John Watkins 4/94.
 Charles Davidson replaced Louise Dollard, Dwight Burrus replaced Paul Breaux 8/94.
 Jack Overman replaced Dwight Burrus 2/96; Eugene Thomas replaced Davis Balance 10/96.
 Alvin Hibbs replaced Clarence Skinner 2/94; Jay Wheless replaced Glenn Futrell.
 Richard Johnson replaced Sammy Smith 4/99;
 Olin Davis replaced Al Jones, Warren Judge replaced Richard Mapp 7/99.
 Connie Brothers replaced Eugene Thomas 2/01; Linda Willey filled term of Warren Judge 2/01.
 Bill Plyler filled term of Olin Davis 11/01; George Wood filled unexpired term Alvin Hibbs 11/01.
 Jack Shea replaced Jack Overman 7/02; David Jack Kenny filled unexpired term of Bill Plyler 1/06.
 Steven C. Evans filled seat left vacant by Jay Wheless 4/07.
 Jon David Harden replaced Connie Brothers 4/07; Dwight Burrus filled term of David Jack Kenny 1/08.
 Phelpie Edmondson apptd to fill term of David Harden (resigned1/11) 4/11.
 Ali Breaux replaced Steven Evans 8/11.
 Deke Bolte filled term of Dr. Charles Davidson, David Twiddy filled term of Ali Breaux 6/13.
 Jack Shea appointed as the Commissioner rep. to fill the term of Richard Johnson. Mr. Shea was originally appointed to the Airport Authority in July 2002; 10/13
 10/13 Max Dutton was appointed to fill the unexpired term of Jack Shea.
 12/14 Beverly Boswell was appointed to fill unexpired term of Max Dutton.
 01/15 Wally Overman was appointed to replace Beverly Boswell.
 04/15 William Pope replaced Phelpie Edmondson.
 07/15 Joseph Blakaitis replaced Linda Willey, Charles Davidson filled unexpired term of Dwight Burrus.
 09/15 Wally Overman is now Commissioner Representative & Jack Shea is a regular member.
 11/15 Jack Thomson filled unexpired term of the late Deke Bolte.
 01/16 Fred Newberry filled unexpired term of the late Jack Thomson.
 07/19 – Walton P. Burkheimer, Jr. “Pete” replaced George H. Wood, Chad Jones replaced David Twiddy, V
 05/20 – Chad Jones deceased. 6/20 David Crownover apptd. to fill unexpired term of Chad Jones.

REVISED 3/22

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 Dare County Regional Airport

2nd choice _____

3rd choice _____

Name James R. Kenny

Address 4535 Hilltop Lane

City/State/Zip Kitty Hawk NC 27949

Email Address JimK@islandxpertees.com

Telephone ^{cell} Home: 252-256-0540

Business: 252-480-3990

Resident of Dare County: Yes no

Occupation: Screen printing Island Xpertees

Business Address: 2224 30. Lark Ave Wags Head

Educational background:
US Coast Guard, some college

Business and civic experience and skills:

President Island Xpertees, founding member outer banks Relief foundation various charities

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

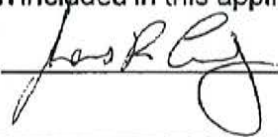
Ducks unlimited

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
Charlie Davidson	3618 Old Nasshead Woods Rd	Nasshead NC 27959	252-548-9141
RV Owens	Unit 1 KDH 27948	301 W. Fresh Pond Dr PO Box 243	252-216-8079
Jim Tobin		Wentworther NC 27953	252-256-0629

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

Date: 12-12-19 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 12/12/19



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Airport Authority

2nd Choice Zoning Board of Adjustment - Dare County

3rd Choice Planning Board

Name Raymond G Pate

Address POB 350

City/State/Zip Kill Devil Hills, NC 27948

Email rgpatepepls@gmail.com

Personal Phone (252)435-8785

Business Phone (252)435-8785

Business Address POB 228, Point Harbor, NC, 27964, United States

Occupation Professional Engineer & Professional Land Surveyor

Dare County YES
Resident NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Attended Louisburg College in Louisburg , NC from August 1972 to August 1974 studying general college with an emphasis on English literature. Attended the University of North Carolina at Wilmington from January 1975 to May 1977 receiving a BA degree in earth sciences with an emphasis on global positioning/geology. Attended North Carolina State University from 1978 to May 1981 receiving a BS degree in Civil Engineering-Construction Option.

Business and civic experience and skills Received Private Pilot single engine land certification with flight training in Bessemer Alabama and glider certification in 1992 with flight training in Hampton County NC.

Other boards, Committees, Commissions on which you presently serve Member of St. Andrews Episcopal by the Sea, Nags Head, NC.

REFERENCE #1

Name Dr. Charles Davidson

Business 3618 Old Nags Head Woods

Address 3618 Old Nags Head Woods, Nags Head, NC, 27959

Phone (252)548-9141

REFERENCE #2

Name Mr. George Henderson
Business POB 606 Manteo, NC 27954
Address 153 Dogwood Circle, Manteo, NC 27954
Phone (252)473-2791

REFERENCE #3

Name Mrs. Lib Fearing
Business POB 184, Manteo, NC 27954
Address 337 Aripport Rd., Manteo, NC, 27954
Phone (252)473-3307

Signature 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.

Raymond G Pace

Date 12/31/2021

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Airport Authority

2nd choice PLANNING BOARD

3rd choice ~~Veterans Advisory Council~~

Name William J. OVERMAN, JR.

Address 110 Puddle Lane

City/State/Zip MANTEO, NC 27954-9595

Email Address ~~fourbranch@earthlink.net~~

Telephone Home: 252-473-2126 wjack.overman@gmail.com

Business: —

Resident of Dare County: yes no

Occupation: RETIRED U.S. NAVY

Business Address: —

Educational background:

B.S. WAKE FOREST UNIVERSITY

POST GRAD U OF PIT

Business and civic experience and skills:

Airport Authority early 2000s

Albemarle Commission

FIRST FIT SOCIETY Bd 20 YRS

1ST FIT MILITARY OFFICERS ASS. (MOAA) LOCAL CHAPTER 4 YRS PRES

MOAA STATE PRESIDENT & Bd OF DIRECTORS

4TH BRANCH Bd (FEDERAL CO-CHAIR)

BOY SCOUTS

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
<u>CLARENCE SKINNER</u>			
<u>Dr. CHARLES DAVIDSON</u>			
<u>day wheeles</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: 1/26/17 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 1/26/17

Application renewed
via attached letter
received 7/6/2020

Cheryl Anby, Clerk.

William J "Jack" Overman, Jr
110 Puddle Lane
Manteo, NC 27954
473-2126
WJack.Overman@gmail.com

Please list me as desiring to be appointed to the

- 1st Airport Authority
- 2nd Planning Board





APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Tourism Board

2nd Choice ABC Board

3rd Choice Airport Authority

Name Earl C Shearin, Jr. (Tim)

Address 136 Cannon Trail

City/State/Zip Manteo, NC 27954

Email tim.shearin3@gmail.com

Personal Phone (252)216-0260

Business Phone (252)475-5980

Business Address

Occupation Retired

Dare County Resident YES
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background BSBA East Carolina University

Business and civic experience and skills Manager, Belk Dept. Store 36 years

Other boards, Committees, Commissions on which you presently serve Dare County Health/Human Services Board Chairman

REFERENCE #1

Name Mr. Brown Douglas

Business Retired

Address 112 Lidia Lane, Manteo, NC 27954

Phone (252)216-8294

REFERENCE #2

Name Mr. Robert Woodard
Business Towne Bank
Address 2305 Bay Dr., Kill Devil Hills NC 27948
Phone (252)702-7219

REFERENCE #3

Name Mr. Jay Burrus
Business Retired
Address 134 Cannon Trail, Manteo, NC 27954
Phone (252)473-7148

Signature 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.

Earl C. Shearin, Jr.

Date 7/11/2022



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 terms of Deon Simmons, Justin Bateman and Allen Poole have expired.

Stephanie Moxley has resigned

(Current term: 7/18 – 7/24)

The Council recommends Dean Simmons, Justin Bateman and Allen Poole be reappointed for another term and Megan Vayette be appointed to fill the term of Stephanie Moxley

Applications have been received from:

Lorenzo Foster, Scott Garber, Scott Morton, Cheri9 L. Peele, Isaac Simonsen and Megan Vayette

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)	7-24	Apptd. 7/11 Reapptd. 7/14, 18, 8/ 21
Willer Spencer P.O. Box 1495 Manteo, NC 27954 256-2880	7-24	Apptd. 7/15 Reapptd. 7/18, 8/21
Amanda Hooper Walters 1202 9 th Avenue Kill Devil Hills, NC 27948 202-9923 Manda.hooper@icloud.com	7-24	Apptd. 7/18, 8/21
Missy McPherson 119 Margaret Court Manteo, NC 27954 473-6831 (H) 216-6831 (C)	12-23	Apptd. 7/16 Reapptd, 12/17, 12/20
Helen Furr 305 Soundview Drive Kill Devil Hills, NC 27948 441-4590(H), 449-4444(O)	7-24	Apptd. 8/21
George Barr 107 N. Budleigh Street PO Box 564 Manteo, NC 27954 sailcamaraderie@yahoo.com 804-387-4995	7-24	Apptd. 8/18, 21
Deon Simmons 222 Brakewood Dr. Manteo, NC 27954 475-1627 (H), 202-9737 (O)	7-22	Apptd. 7/13 Reapptd. 7/16,19
Cindy Perry P.O. Box 2441 Kitty Hawk, NC 27949 252-202-3458 c.cindy18@gmail.com	3-25	Apptd. 3/22

Robert Parrish 4416 Seascape Drive Kitty Hawk, NC 27949 252-333-9476 Robert@parrishinsure.com	7-24	Apptd. 7/18 Reapptd. 8/21
Eddie Twyne P.O. Box 11 Manteo, NC 27954 305-2291	7-24	Apptd. 7/15 Reapptd. 7/18, 8/21
VACANT		
Stephanie J. Harkness-Moxley (Resigned)	7-24	Apptd. 7/18
Thomas Floyd 2804 S Pamlico Avenue Nags Head, NC 27959 252-473-2131 thommy.floyd@gmail.com	7-24	Apptd. 3/22
Ervin Bateman 4148 Poor Ridge Road PO Box 1127 Kitty Hawk, NC 27949 ervin.bateman@darenc.com 252-216-1526		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 McCleave 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 McCleave 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 Keletta Govan replaced Kathy Burrus 7/05.

Ralph Horne replaced Ben Whitehurst and Ed Futrell 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; Missy McPherson reaptd. 12/20.

Helen Furr appointed to fill vacancy left by Kathy Carden 8/21.

Cindy Perry appointed to replace George Perry, Thomas Floyd appointed to fill unexpired term of Kelli Harmon 3/22

REVISED 08/22

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: 267-266-3886

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)

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

N/A

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>BRIBETTE PAGANO</u>		<u>NAGS HEAD, NC</u>	<u>(304) 839-6044</u>
<u>ALICE DISOMMA</u>		<u>KILL DEVIL HILLS, NC</u>	<u>(252) 207-3199</u>
<u>JOHN EDWARD SNYDER</u>		<u>KILL DEVIL HILLS, NC</u>	<u>(804) 720-6302</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: SEPT 20, 2020 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 9/23/2020

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APPLICATION FOR APPOINTMENT TO
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Advisory Board or Committee interested in:

1st choice Park & Recreation Advisory Council

2nd choice _____

3rd choice _____

Name Scott Garber

Address 211 Sunset Drive

City/State/Zip KDH, NC 27948

Email Address outterbanks@gmail.com

Telephone Home: 252-423-8512

Business: _____

Resident of Dare County: yes no

Occupation: Retired (work in Broadcast Media)

Business Address: _____

Educational background:

HS - College - Sports - played Basketball
Football - Track - Softball

Business and civic experience and skills:

Ambassador - USAPA Pickleball Assoc.
Umpire HS / College Basketball - Baseball
Referee

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

HOA - Property Mgr - Treasure

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>Tim White</u>	<u>DC Park & Rec</u>		<u>252-475-5916</u>
<u>Ann Wellham</u>		<u>Kitty Hawk</u>	<u>301-501-0110</u>
<u>George Barr</u>		<u>Manteo</u>	<u>804-387-4995</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: 5-3-21 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 5/3/21

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice DEPT OF PARKS & REC. ADV. COUNCIL

2nd choice _____

3rd choice _____

Name SCOTT MORTON

Address 1607 HARBOUR VIEW DR

City/State/Zip KDH, NC 27948

Email Address stm0098@yahoo.com

Telephone Home: 610 392 9363 cell

Business: _____

Resident of Dare County: yes no

Occupation: RETIRED - PROJECT MANAGER

Business Address: N/A

Educational background:

B.S. CHEMICAL ENGINEERING

Business and civic experience and skills:

- 1) 30 yrs MANAGING & ESTIMATING INDUSTRIAL PROJECT
- 2) LEADER OF VARIOUS RECREATIONAL CLUBS & ORGANIZATIONS

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

COLINGTON YACHT CLUB PAST COMMODORE

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
GREG FLORENCE	PRINCIPAL	1402 HARBOUR VIEW DR KDH NC 27948	252-489-1238
DAVE NEEDHAM	MEDICAL SALES ATHLETIC DIRECTOR	146 CROOKED BACK LOOP SOUTHERN SHOES PO BOX 1001	252-599-2713
ANN WELHAM	DEAN OF MARKETING	KITTY HAWK 27949	301-501-0110

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

Date: 5/19/21 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 5/19/21



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice College of the Albemarle Board of Trustees
2nd Choice Health and Human Services Board
3rd Choice Parks and Recreation Advisory Council
Name Cheri L Peele
Address 700 Skipjack Lane
City/State/Zip G-10
Email peele290@gmail.com
Personal Phone (252)473-8192
Business Phone
Business Address 528 NC Hwy 343 North
Occupation Therapist
Dare County Resident YES NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

Educational Background Master of Education from the College of William and Mary with a concentration in Community Counseling. Substance Abuse provider education also completed. Undergraduate degree in Psychology was also obtained from the College of William and Mary.

Business and civic experience and skills Worked with Dare County Cooperative Extension with At-Risk Youth. I have also worked for Dare County as a therapist implementing their Substance Abuse at New Horizons. I was in private practice offering Mental Health and Substance Abuse services on the Outer Banks. In private practice, I did see clients from Dare County government and the Town of Nags Head.

Other boards, Committees, Commissions on which you presently serve Founding member of Outer Banks Mommy and Me. I currently am a board member of emeritus.

REFERENCE #1

Name Ronald Bradshaw
Business Currents Construction, Inc
Address 528 NC Hwy 343 North

Phone (757)650-9926

REFERENCE #2

Name Thea Crane O'Neil

Business

Address Martins Point, Kitty Hawk

Phone (252)207-1771

REFERENCE #3

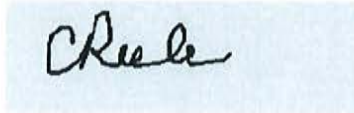
Name Sarah Palmer

Business

Address Sligo, NC

Phone (757)672-6748

Signature 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.

A handwritten signature in black ink on a light blue rectangular background. The signature appears to be 'S. Palmer'.

Date 2/11/2022

APPLICATION FOR APPOINTMENT TO
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Advisory Board or Committee interested in:

1st choice Health & Human Services Board

2nd choice Parks & Recreation Advisory Council

3rd choice ~~Executive Review Board~~ Older Adult Services Advisory Council

Name Isaac Simonsen

Address 1036 George Daniels Rd

City/State/Zip Manteo, NC 27954

Email Address mr.isaac.simonsen@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 Wharf Rd, Warehese	252-675-88
Darin Wilder Edgar	EHS Director	712 Virginia Rd, Edenton	804 852 7197
Barnes	District Court Judge	962 Marshall Collins Dr	252 305 9397

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: [Signature]

FOR OFFICE USE ONLY:

Date received: 8/14/2020

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Parks & Recs Advisory Council

2nd choice Fessenden Center Advisory Board

3rd choice _____

Name Megan P. Vayette

Address 47520 Lost Tree Tr. PO Box 1257

City/State/Zip Buxton, NC 27920

Email Address mvaquette@gmail.com

Telephone cell: 252-216-7176

Business: _____

Resident of Dare County: yes no

Occupation: territory manager -

Business Address: US Foods 1500 NC Hwy Zebulon NC 27597

Educational background:

Degree in restaurant management/culinary arts

Business and civic experience and skills:

PTO president-current CHES

Girl Scout leader 2017-present

Our Lady of the Seas - parish council

Hatteras Island Angel Tree coordinator 2007-2010

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
Jean Louise Dixon	attorney		252-996-0182
Danny Couch	county commissioner		252-475-4477
Kristin Day	A&B carpet		252-475-0048

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: 4/29/21 Signature of applicant: Megan P. Vayette

FOR OFFICE USE ONLY:

Date received: 5/4/2021



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 with terms expiring during the next three months.

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

Please note there are several boards with vacancies – please check the website.

August, 2022

Airport Authority – 3 terms expiring
East Lake Community Center Board – 2 terms expiring
Parks and Recreation Advisory Council – 3 terms expiring
Stumpy Point Community Center Board – 4 terms expiring

September, 2022

Health & Human Services Board – 4 terms expiring
Nursing Home Community Advisory Council – 1 term expiring

October, 2022

Veterans Advisory Council – one term expiring

~~~~~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 (Please see Board of Commissioners under Advisory Boards and Committees for link)

Cheryl C. Anby, Clerk to the Board at 475-5700



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