



**COUNTY OF DARE**  
PO Box 1000. MANTEO. NC 27954

**DARE COUNTY BOARD OF COMMISSIONERS**

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

**Monday, March 06, 2023**

**“HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?”**  
*Caring for Our Community – A Nurturing Place Where All Can Live and Grow.*

**AGENDA**

- 9:00 AM**      **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1**      Opening Remarks - Chairman's Update
- ITEM 2**      Service Pins - March, 2023
- ITEM 3**      Employee of the Month
- ITEM 4**      Public Comments
- ITEM 5**      High and Dry LLC, Group Development Special Use Permit 01-2023
- ITEM 6**      The U.S. Motto Action Committee
- ITEM 7**      Proclamation for March 2023 - National Senior Nutrition Program
- ITEM 8**      Proclamation Community for Hope - Sexual Assault Awareness Month
- ITEM 9**      Older Adult Services Advisory Council - Annual Report
- ITEM 10**     Public Hearing on the Approval of the Execution and Delivery of the Contract and the County's Financing of the 2023A Projects
- ITEM 11**     Resolution of the Board of Commissioners of the County of Dare, NC, Approving an Installment Financing Contract and a Deed of Trust and the Delivery Thereof and Providing for Certain Other Related Matters
- ITEM 12**     Dare MedFlight and Southern Shores EMS Budget Update, KDH Fire & EMS Station Approval of Guaranteed Maximum Price, & Adoption of Capital Project Ordinance
- ITEM 13**     Resolutions Approving Financing Terms: \$1,823,834 for three years at 3.75% for vehicles and equipment - \$2,265,094 for five years at 3.75% for Public Works equipment
- ITEM 14**     Capital Project Ordinance Amendment to Close 2016 Buxton Beach Nourishment Capital Project

- ITEM 15** Dare County Schools Budget Amendment and Amendment to CIP Capital Project Ordinance for FFHS Cooling Tower and CHSS Air Handler
- ITEM 16** Lease - TowneBank to Dare County
- ITEM 17** Lease Agreement - County of Dare to Town of Kill Devil Hills
- ITEM 18** Ground Lease Agreement - Southern Shores Volunteer Fire Dept. to County of Dare
- ITEM 19** Resolution Authorizing Execution of Opioid Settlements and Approving the Supplemental Agreement for Additional Funds from Additional Settlements
- ITEM 20** **Consent Agenda**
1. Approval of Minutes
  2. Government Education Access Channels Committee 2023-2024 Proposed Budget
  3. Cenero EOC AV Maintenance Contract
  4. Kitty Hawk Elementary Field Use
  5. Dare County DHHS - Public Health - Opioid Settlement Funds Resolution
  6. Resolution to Name NCDOT Ferries
  7. Request for Addition to State Maintained Secondary Road System  
Swan View Drive, Colington
  8. Cyclomedia Technology, Inc.
  9. Emergency Medical Helicopter - SkyTrac Systems Ltd.
  10. Motorola Solutions Service Agreement
  11. Southern Disaster Recovery, LLC - Household Bulk Item/Large Item Pick Up
  12. Budget Amendment-Dredge Account Interest
- ITEM 21** **Board Appointments**
1. Older Adult Services Advisory Council Amended Bylaws
  2. Virginia S. Tillett Community Center Advisory Board
  3. A.B.C. Board
  4. Upcoming Board Appointments
- ITEM 22** Commissioners' Business & Manager's/Attorney's Business

***ADJOURN UNTIL 9:00 A.M. ON APRIL 3, 2023***



*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 - March, 2023*

**Description**

Service pins for the month of March 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



*High and Dry LLC, Group Development Special Use Permit 01-2023*

**Description**

High and Dry LLC (John Canning) has submitted a special use permit application to construct a group development consisting of storage warehouses on parcel 031013001. A detailed staff report, draft SUP, and site plan for the proposal are attached with this cover sheet.

**Board Action Requested**

Motion to approve draft SUP and site plan--"I move that SUP #1-2023 and associated site plan for the proposed storage warehouse 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

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February 9, 2023

### MEMORANDUM

TO: DARE COUNTY PLANNING BOARD

FROM: Noah Gillam, Planning Director *NG*

RE: Special Use Permit for High and Dry LLC for a Group Development for storage warehouses

A request for a Special Use Permit (SUP) for a group development for storage warehouses has been submitted by John Canning of High and Dry LLC. The proposed development is located in Buxton, and is identified as parcel 031013001 with Dare County Tax Mapping. The parcel is zoned C-3 Commercial, the C-3 commercial district allows for all uses permitted in the C-2 Commercial district. The C-2 district allows storage warehouses subject to Special Use Permit review. The proposal will also be subject to the regulations of Section 22-31 Group Developments of the Dare County Zoning Ordinance. The property currently has a 30 x 50 metal building and the remaining vacant area of the property is used as a commercial storage yard, for the storage of boats, trailers, and recreation vehicles.

The applicant is proposing to add a 4,263sqft addition to the existing 1,500sqft building, and construct a second 939sqft structure. The structures will be divided into self-storage units ranging in size from 10'ft x 10'ft to 10'ft x 25'ft. The larger structure will offer non-climate and climate controlled units, and the smaller structure will consist of non-climate controlled units. An appendix b is attached to this memo depicting the proposed improvements. The site is accessed off an existing 20'ft easement. The easement will need to be improved to a 20'ft with a dust free surface capable of carrying the weight of emergency vehicle apparatus.

A copy of the site plan has been provided to Steve Kovac, the Dare County Fire Marshal for his review. The fire marshals comments are attached with this memo. Conditions have been added to the draft SUP addressing his comments.

The proposed self-storage units shall not be occupied for dwelling, office space, or otherwise occupied. Staff suggests the applicants provide a copy of rental agreement that includes this prohibition. Security fencing around the commercial storage area of the property shall remain in place. Any lighting installed on the property shall be adjusted or shield to prevent glare on adjacent right-of-ways, and adjoining properties. Conditions have been added to the SUP to reflect these topics.

The proposal was reviewed by the Dare County Planning Board at their January 3, 2023 meeting. The conditions in the draft SUP 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 site plan and draft SUP are attached to this 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.

A draft SUP is attached for the board's review, conditions discussed in the board's review can be added.

Draft Motion: "I move that SUP #1-2023 and associated site plan for the proposed storage warehouse group development be approved."



**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:** December 15, 2022  
**Re:** Canning Storage project

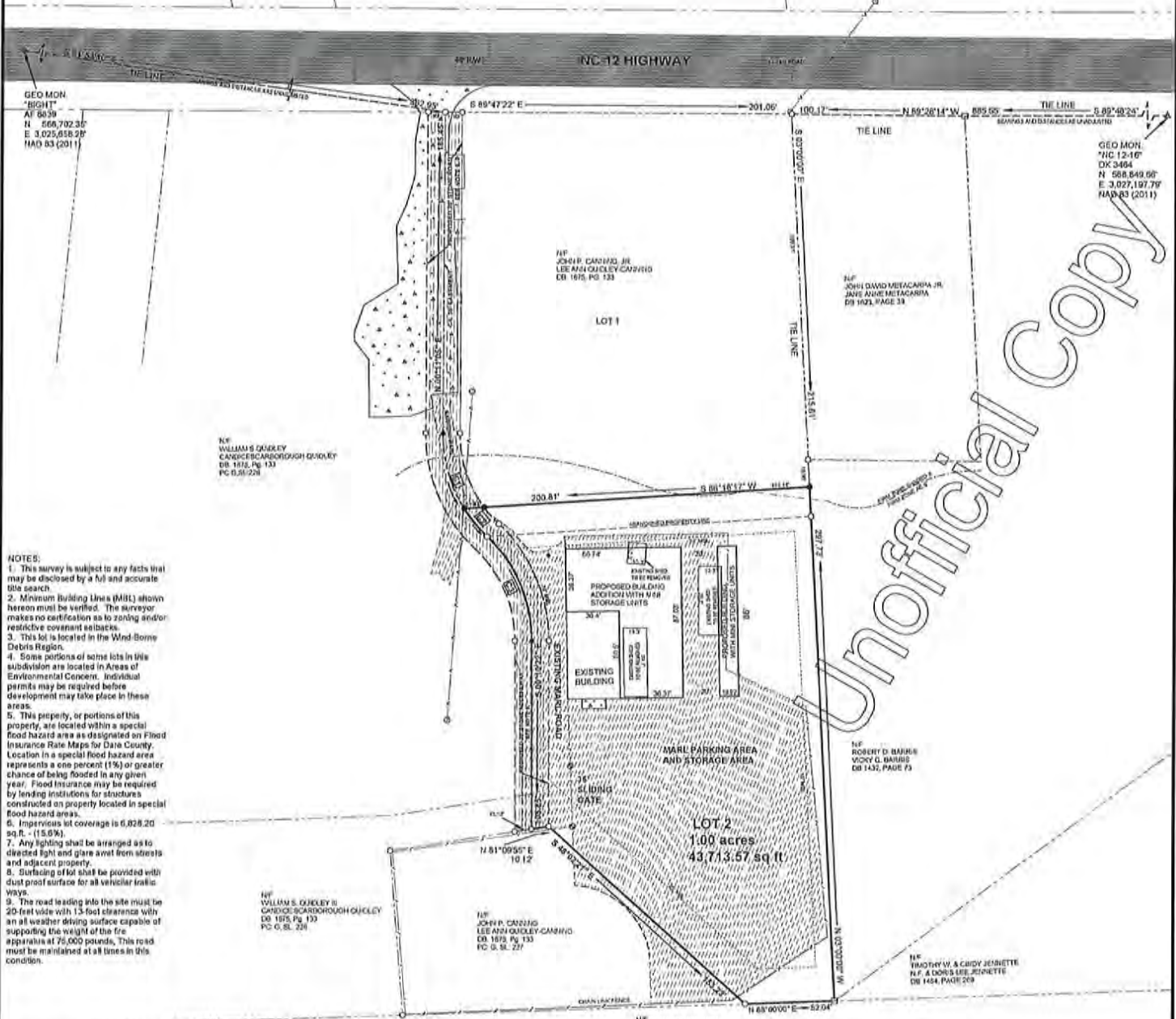
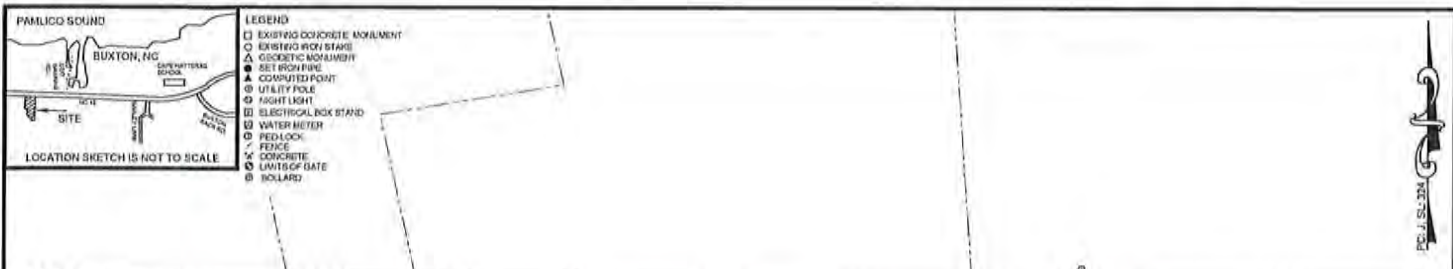
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I have reviewed the site plan for the Canning Storage facility project located at 49251 NC 12 Highway in Buxton and have the following comments:

- The road leading into the site must be 20-feet wide with 13-foot 6-inch high clearance with an all-weather driving surface capable of supporting the weight of fire apparatus at 75,000 pounds. This road must be maintained at all times in this condition.
- The closest fire hydrant is approximately 150-feet west of the access drive and is more than 400-feet from the structures along the apparatus travel path. A fire hydrant will need to be added to the entrance of the access road. The hydrant will be required to have impact protection installed meeting the requirements of NCFC 312.
- With the information provided, the needed fire flow requirement for this site based on type V wood frame construction is 2,250 gallons per minute. This can be reduced to 1,000 gallons per minute if using type IIB non-combustible construction. This must be addressed prior to the issuance of a building permit for the project.
- The applicant must provide details regarding gate access and location which is not depicted on the current site plan.
- The structure must be built and maintain in accordance with the NC Building and Fire Codes.

If you have any questions please don't hesitate to contact me to discuss.

*\* 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.*



- NOTES:**
- This survey is subject to any facts that may be disclosed by a full and accurate title search.
  - Minimum Building Lines (MBL) shown hereon must be verified. The surveyor makes no certification as to zoning and/or restrictive covenant setbacks.
  - This lot is located in the Wind-Borne Debris Region.
  - Some portions of some lots in this subdivision are located in Areas of Environmental Concern. Individual permits may be required before development may take place in these areas.
  - This property, or portions of this property, are located within a special flood hazard area as designated on Flood Insurance Rate Maps for Dare County. Location in a special flood hazard area represents a one percent (1%) or greater chance of being flooded in any given year. Flood Insurance may be required by lending institutions for structures constructed on property located in special flood hazard areas.
  - Impervious lot coverage is 6,928.20 sq. ft. (15.5%).
  - Any lighting shall be arranged so as to directed light and glare away from streets and adjacent property.
  - Surfacing of lot shall be provided with dust proof surface for all vehicular traffic ways.
  - The road leading into the site must be 20-foot wide with 13-foot clearance with an all weather driving surface capable of supporting the weight of the fire apparatus at 75,000 pounds. This road must be maintained at all times in this condition.

**CURVE DATA**

ID	Data	Radius	Chord	Ch. Bear.
C1	32°24'28"	61.58'	45.52'	S 16°01'07" E
C2	14°47'11"	81.58'	20.99'	S 39°36'58" E
C3	46°50'16"	82.74'	65.77'	S 23°35'29" E

SITE PLAN 11/2022  
 SITE PLAN REVISED: 02/02/2023  
 CHANGED LOCATION OF ACCESS ROAD AND GATE.

Unofficial Copy

Eric J. Harmon, PLS.  
 40187 Carflay Ct., PO Box 348  
 Avon, NC 27915  
 (252) 995-4405

SURVEY / PRELIMINARY SITE PLAN FOR:  
**JOHN P. CANNING JR.**  
**LEE ANN QUIDLEY-CANNING**  
 49251 NC 12 HIGHWAY  
 BUXTON, NC 27920



I, Eric J. Harmon, Professional Land Surveyor, certify that this plat was drawn from an actual field land survey and that the error of closure as calculated by latitudes and departures is at least 1:10,000.  
 Witness my hand and seal this 18th day of November, A.D. 2022.  
 Eric J. Harmon, PLS., L-5363

Township	County	State
HATTERAS	DARE	NORTH CAROLINA
Date: 11/18/22	File Number: 4550-L5	F.I.R.M. Zone: AE & X
Scale: 1" = 40'	FB/Pg: 185/26	Base Flood Elevation: 8.0
Recorded Reference: PC: J, SL: 324	Community Panel/Subject: 3730 0526 00 K	Average Ground Elevation: 031013001
		Zoning: C-3

I, Eric J. Harmon, PLS., certify that this survey is of an existing parcel or existing parcels of land and does not create a new street or change an existing street.  
 Eric J. Harmon, PLS., L-5363

**PRELIMINARY PLAT:  
 NOT FOR RECORDATION,  
 CONVEYANCES OR SALES**





**Special Use Permit No. #1-2023**

Dare County Sections 22-25, 22-26, 22-31, 22-65, & 22-70

**Application of:** High and Dry LLC Group Development for Storage Warehouses

On March 06, 2023 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 Department as required by Section 22-65 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 special use permit under the Code subject to the quasi-judicial procedures set forth in Section 22-70, including; Storage Warehouses and Group Developments
3. The subject property is zoned C-3. This property is identified on the Dare County tax records as PARCEL 031013001 and located in the Buxton Tax District.
4. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to approve special uses and apply reasonable and appropriate conditions;
5. That the notice procedures of Section 22-72 of the Code have been implemented in the review of this Special Use Permit;
6. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Special Use Permit according to the following terms and conditions:

**SPECIAL USE:** A Group Development consisting of 2 Storage warehouses divided into self-storage units and a commercial storage yard. A site plan depicting the proposed improvements identified as Appendix B is included as part of this permit.

**CONDITIONS:**

1. The group development shall operate as prescribed in the definition set forth in Section 22-31 of the Dare County Zoning Ordinance. All buildings shall be separated by 20'ft. The structures shall be constructed as depicted on the Appendix B.
2. The Existing 1500 sqft building on site will have a 4,263 sqft addition installed that will be divided into climate controlled and non-climate controlled self-storage units. A second 939 sqft building will be constructed consisting of non-climate controlled storage units.
3. The structures shall be located on the parcel in conformance with the setbacks of Section 22-26 and Section 22-31 of the Zoning Ordinance and the Dare County Flood Damage Prevention Ordinance.
4. The recorded 20'ft easement shall be improved and maintained to a 20ft width with 13.6ft high clearance for its entire length. The easement shall be improved with a dust free surface capable of supporting the weight of emergency vehicle apparatus.
5. Building permits for the structures shall be secured within 36 months from date of Board of Commissioners approval. An as-built survey for the property shall be submitted to the Planning Department upon the completion of all of the structures to confirm compliance with the terms of the Dare County Zoning Ordinance. If the developer chooses to construct the structures at different times, then individual as-built surveys for each structure shall be required before any structure is certified for occupancy.
6. All structures and improvements shall be constructed in compliance with the requirements of the Dare County Fire Marshal and North Carolina Fire Code.
7. All lighting improvements installed on the property shall be adjusted and/or shielded to prevent glare on adjacent right-of-ways, and adjoining properties.
8. There shall be no staging of equipment or materials in or along the right-of-way of NC 12 HWY
9. Parking for the individual storage units shall be allowed immediately adjacent to the storage buildings to facilitate the loading and unloading of individual units.

- 10. The storage units shall not be used or occupied for residential or commercial purposes. No recreational vehicles, travel trailers, or campers stored on site shall be occupied or used for habitation while being stored. A copy of the rental agreement with this prohibition shall be submitted to the Dare County Planning Department prior to issuance of Certificate of Occupancy.
- 11. Tenants of the storage building shall be allowed access to the site between the hours of 6:00a.m. and 10:00p.m. daily.
- 12. Security fencing at least 6ft in height not exceeding 10ft shall be installed around the perimeter of the storage area.
- 13. No changes or deviation from the terms and conditions of the special use approval shall be made until written approval of the proposed changes or deviations has been obtained from Dare County. The quasi-judicial procedures set forth in the Code shall be followed for the review and approval of major modifications. Minor modifications as established in Section 22-70 of the Code may be authorized administratively by the Planning Director.
- 14. A violation of this Permit shall be a violation of the Code and the special use may be revoked by the Board of Commissioners. Special use approval shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of any development regulation or any State law delegated to Dare County for enforcement purposes; or for false statements or misrepresentations made in securing special use approval. The same process for approval of a special use permit, including notice and hearing, shall be followed in the revocation of a special use permit.
- 15. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This 06th day of March 2023

SEAL:

COUNTY OF DARE

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

ATTEST:

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

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

By: \_\_\_\_\_  
John Canning  
High and Dry LLC

APPROVED AS TO LEGAL FORM

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



*The U.S. Motto Action Committee*

**Description**

The U.S. Motto Action Committee proposes to display "In God We Trust" on selected county buildings or county vehicles. See following background material and proposed resolution.

**Board Action Requested**

Adopt resolution presented

**Item Presenter**

Rick Lanier, Vice Chair/Field Director, U.S. Motto Action Committee



Dear Honorable Elected Officials,

This is an invitation to join the growing list of cities and counties that are "Voting Yes" to proudly and prominently display our national motto, *IN GOD WE TRUST*, in and on their governmental buildings and on law enforcement vehicles.

My name is Rick Lanier and I am the Co-Founder and Field Director of the *US MOTTO ACTION COMMITTEE* was founded in December 2002. Its sole purpose is to promote patriotism by encouraging elected officials to "Vote Yes" to display *IN GOD WE TRUST* in and on their governmental Buildings and on law enforcement vehicles.

Displaying the Motto gives ceremonial honor to public occasions and expresses confidence in our society. These words have been used on US Currency since 1864. This inspiring slogan is engraved above the entrance of the US Senate Chamber as well as above the Speaker's Seat in the US House of Representatives. On July 30, 1956, during the Dwight D. Eisenhower administration, the U.S. Congress adopted *IN GOD WE TRUST* as the official National Motto of the United States of America. Thus, displaying our Motto is a legal right, protected by the first amendment.

On November 1, 2011 the U.S. House of Representatives voted overwhelmingly, 396 - 9, to reaffirm *IN GOD WE TRUST* as our nation's motto. Congressman Randy Forbes, of Virginia, sponsored the resolution, in part, because some have mistakenly stated that "E Pluribus Unum" is our national motto. Most importantly, the resolution specifically encourages the placement of the motto in and on all government buildings from courthouses to school classrooms. A recent survey shows that 87% of all Americans still support the display of our National Motto.

In times of both war and peace, these words have been a profound source of strength and guidance to many generations of Americans.

As a grassroots patriotic movement, the *US MOTTO ACTION COMMITTEE* stands on solid legal ground. Since Davidson County, North Carolina paved the way, not one legal challenge has been raised against any city or county that has "Voted Yes." This effort is legal and there is nothing to challenge!

We are very pleased to announce that we are having an overwhelming success with the counties and cities that are readily voting "Yes" to display *IN GOD WE TRUST*, in or on their Government Building and law enforcement vehicles.

Elected officials like you, are showing a commitment to the values that our country was founded upon.

The purpose of this letter is to urge you to place us on your next possible meeting agenda. It would be our pleasure to incur the full cost of these displays.

Finally, we welcome you to call or contact us personally with any questions or encouragement we can provide.

Thank you,

**Please distribute this "Letter of Invitation"  
to your Elected Officials and other appropriate staff members via their in box or e-mail  
Thank You.**

US MOTTO ACTION COMMITTEE  
MISSION STATEMENT

TO DEFEND, PROMOTE,  
AND ASSIST  
IN THE AWARENESS  
AND FURTHERANCE OF OUR  
US MOTTO,  
"IN GOD WE TRUST,"  
ON PUBLIC BUILDINGS,  
STRUCTURES, MONUMENTS,  
THE PRINTED PAGE,  
AND TO ENCOURAGE  
OUR GODLY HERITAGE  
IN VARIOUS OTHER ASPECTS.

USMAC  
PO Box 1351  
Lexington, NC 27293  
E-mail [usmotto02@gmail.com](mailto:usmotto02@gmail.com)

EXECUTIVE BOARD MEMBERS

DAVID WHITE- Chairman	336-239-0473	<a href="mailto:davidmwhite7@aol.com">davidmwhite7@aol.com</a>
RICK LANIER- Field Director	336-225-9030	<a href="mailto:7thheaven@windstream.net">7thheaven@windstream.net</a>
FRED MCCLURE- Treasurer	336-249-9269	<a href="mailto:fred@fredmcclure.com">fred@fredmcclure.com</a>
PASTOR RON BAITY- Chaplain	336-785-0529	<a href="mailto:rbaity4520@aol.com">rbaity4520@aol.com</a>
MARK SMITH- Secretary	336-306-6476	<a href="mailto:MSDKSmith@icloud.com">MSDKSmith@icloud.com</a>

THE US MOTTO ACTION COMMITTEE  
Established  
DECEMBER 30, 2002

## BIOGRAPHY

We are delighted to report to you that one hundred and twenty-one (121) entities have voted “yes” to display “In God We Trust” in and on their government buildings. Thus far over 250 plus displays have been permanently installed in 68 NC counties and 50 town halls. In addition to providing these permanent displays on public buildings, some 60 plus N.C. sheriff departments, 40 plus police departments, and 30 plus fire department fleets have installed over 3500 “In God We Trust” reflective decals on their vehicles. All of this is a result of the efforts by the US Motto Action Committee, which after procuring the approvals by the government bodies, pays for all the cost of these displays.

It all began on November 26, 2002, when with a desire to promote patriotism; Rick Lanier led the Davidson County Board of Commissioners to publicly display “In God We Trust” on the exterior of the Davidson County Governmental Center, on which the installation was completed December 29, 2002. December 30, 2002, Rick co-founded the US Motto Action Committee.

On June 24, 2003, two ACLU funded attorneys filed a Federal lawsuit against Davidson County citing that the motto violated the “Separation of Church and State”. Due to the proactive efforts of the USMAC the Davidson County Board of Commissioners unanimously decided to accept the assistance of the NC Association of County Commissioners and fight the lawsuit, all agreeing that it was worth the fight. In May 2004, U.S. District Court Judge William Osteen, Sr. dismissed the lawsuit, citing no church/state conflict. On May 13, 2005, the U.S. 4<sup>th</sup> Circuit Court of Appeals affirmed Judge Osteen’s opinion. Then in finality, on November 14, 2005, the U.S. Supreme Court refused to hear the case, thus making the 4<sup>th</sup> Circuit Court of Appeals ruling case law. (Ref. 407F 3d 266 Lambeth v. The Board of Commissioners of Davidson County, North Carolina, Case No. 04-1753 4<sup>th</sup> Circuit Court of Appeals).

The mission statement of the USMAC is *To defend, promote and assist in the awareness and furtherance of our U.S. motto, “In God We Trust” on public buildings, structures, monuments, the printed page, and to encourage our Godly Heritage in various other aspects.* The immediate goal of the USMAC is to reach all 100 NC counties and as many town halls as possible with a request to prominently and proudly display our great motto.

For the last 7 years we have made it our goal to tirelessly contribute many hours of our time in making this effort a reality. We do all this with a deeply held conviction that our Nation’s identity and spiritual heritage are worth the effort. Many county and city leaders have shared the same conviction, which has resulted in this organization’s overwhelming success.

December 31<sup>st</sup>, 2022

**RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE COUNTY  
OF \_\_\_\_\_, IN THE STATE OF NORTH CAROLINA,  
SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO  
“IN GOD WE TRUST” IN A PROMINENT LOCATION AT \_\_\_\_\_,  
\_\_\_\_\_, NORTH CAROLINA**

**WHEREAS**, “In God We Trust” became the United States national motto on July 30, 1956, shortly after our nation led the world through the trauma of World War II and

**WHEREAS**, “In God We Trust” has been used on United States currency since 1864: and

**WHEREAS**, this inspiring motto has been an integral part of United States society since it’s founding; and

**WHEREAS**, the same inspiring slogan is engraved above the entrance to the Senate Chamber as well as above the Speaker’s dais in the House of Representatives: and

**WHEREAS**, in both war and peace, these words have been a profound source of strength and guidance to many generations of Americans; and

**WHEREAS**, the National Anthem of the United States says, “... and this be our motto: in God is our trust;” and

**WHEREAS**, the Declaration of independence recognizes God, our Creator, as the source of our rights; and

**WHEREAS**, in 2011, the United States House of Representatives passed House Concurrent Resolution 13, which reaffirmed ‘In God We Trust’ as the official motto of the United States and supported and encouraged the display of the national motto; and

**WHEREAS**, a number of our presidents have written or spoken about religion and God, with President John F. Kennedy stating, “The guiding principle and prayer of this Nation has been, is now, and shall ever be “In God We Trust”

**WHEREAS**, the County desires to display this patriotic motto in a way to solemnize public occasions and express confidence in our society.

**NOW THEREFORE, LET IT BE RESOLVED THAT**, the \_\_\_\_\_  
County Board of Commissioners of does hereby order that the historic and patriotic words of our national motto, “In God We Trust” shall be permanently and prominently displayed

**Section 1.** That the Board of Commissioners of the County of \_\_\_\_\_,  
North Carolina, does hereby determine that the historic and patriotic words of our national motto, “In God We Trust” shall be permanently and prominently displayed  
on \_\_\_\_\_ at \_\_\_\_\_,  
\_\_\_\_\_, North Carolina, and to remain there in perpetuity.

**Section 2.** The County Clerk shall certify to the passage and adoption of this resolution and enter it into the book of resolutions.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Board of Commissioners of the  
County of \_\_\_\_\_, North Carolina, held on the  
\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

*Add names and signatures of Clerk to the Board and Chairman*

## US MOTTO ALL NC LOCATIONS APPROVED

	STATE	LOCATION	COUNTY	APPROVAL DATE	INSTALLATION PROGRESS
1	North Carolina	Alamance County	Alamance	4/6/2015	<b>Complete</b>
2	North Carolina	Alexander County	Alexander	4/13/2015	<b>Complete</b>
3	North Carolina	Alleghany County	Alleghany	8/17/2015	<b>Complete</b>
4	North Carolina	Anson County	Anson	9/12/2022	Confirmation
5	North Carolina	Ashe County	Ashe	1/20/2015	<b>Complete</b>
6	North Carolina	Avery County	Avery	7/6/2015	<b>Complete</b>
7	North Carolina	Beaufort County	Beaufort	9/6/2022	Confirmation
8	North Carolina	Bertie County	Bertie	10/17/2022	Confirmation
9	North Carolina	Bladen County	Bladen	6/5/2017	<b>Phase 1 Complete</b>
10	North Carolina	Brunswick County	Brunswick	1/13/2015	<b>Complete</b>
11	North Carolina	Burke County	Burke	3/7/2015	<b>Complete</b>
12	North Carolina	Caldwell County	Caldwell	6/15/2015	<b>Complete</b>
13	North Carolina	Carteret County	Carteret	9/21/2020	<b>Complete</b>
14	North Carolina	Caswell County	Caswell	3/16/2015	<b>Complete</b>
15	North Carolina	Chatham County *	Chatham	5/16/2016	Confirmation
16	North Carolina	Cherokee County	Cherokee	2/1/2015	<b>Complete</b>
17	North Carolina	Clay County	Clay	9/3/2015	<b>Complete</b>
18	North Carolina	Cleveland County	Cleveland	2/11/2015	<b>Complete</b>
19	North Carolina	Columbus County	Columbus	8/15/2016	<b>Complete</b>
20	North Carolina	Craven County	Craven	3/21/2022	<b>Complete</b>
21	North Carolina	Currituck County	Currituck	10/17/2022	Confirmation
22	North Carolina	Davidson County	Davidson	11/26/2002	<b>Complete</b>
23	North Carolina	Davie County	Davie	8/7/2006	<b>Complete</b>
24	North Carolina	Duplin County	Duplin	7/18/2022	<b>Complete</b>
25	North Carolina	Gaston County	Gaston	2/10/2015	<b>Complete</b>
26	North Carolina	Graham County	Graham	8/4/2015	<b>Complete</b>
27	North Carolina	Granville County	Granville	8/1/2016	<b>Complete</b>
28	North Carolina	Greene County	Greene	3/7/2022	<b>Complete</b>
29	North Carolina	Halifax County	Halifax	3/2/2015	<b>Complete</b>
30	North Carolina	Harnett County	Harnett	8/1/2016	<b>Complete</b>
31	North Carolina	Henderson County	Henderson	9/16/2015	<b>Complete</b>
32	North Carolina	Iredell County	Iredell	4/19/2006	<b>Complete</b>
33	North Carolina	Johnston County	Johnston	12/4/2017	<b>Complete</b>
34	North Carolina	Lee County	Lee	1/20/2021	<b>Complete</b>
35	North Carolina	Lenior County	Lenior	10/19/2020	<b>Complete</b>
36	North Carolina	Lincoln County	Lincoln	3/16/2015	<b>Complete</b>
37	North Carolina	Macon County	Macon	10/13/2015	<b>Complete</b>
38	North Carolina	Martin County	Martin	3/18/2015	<b>Complete</b>
39	North Carolina	McDowell County	McDowell	4/13/2015	<b>Complete</b>
40	North Carolina	Mitchell County	Mitchell	7/13/2015	<b>Complete</b>
41	North Carolina	Montgomery County	Montgomery	5/19/2015	<b>Complete</b>

42	North Carolina	Moore County	Moore	3/17/2015	Complete
43	North Carolina	Nash County	Nash	3/18/2018	Complete
44	North Carolina	Pamlico County	Pamlico	3/21/2022	Confirmation
45	North Carolina	Pasquotank County	Pasquotank	10/17/2022	Confirmation
46	North Carolina	Pender County	Pender	1/5/2015	Complete
47	North Carolina	Person County	Person	7/18/2016	Complete
48	North Carolina	Polk County	Polk	7/20/2015	Complete
49	North Carolina	Randolph County	Randolph	4/6/2015	Complete
50	North Carolina	Richmond County	Richmond	8/2/2016	Phase 1 Complete
51	North Carolina	Robeson County	Robeson	1/21/2015	Complete
52	North Carolina	Rockingham County	Rockingham	5/4/2015	Complete
53	North Carolina	Rowan County	Rowan	4/3/2006	Complete
54	North Carolina	Rutherford County	Rutherford	7/6/2015	Complete
55	North Carolina	Scotland County	Scotland	5/2/2016	Complete
56	North Carolina	Stanly County	Stanly	2/19/2015	Complete
57	North Carolina	Stokes County	Stokes	4/13/2015	Complete
58	North Carolina	Surry County	Surry	5/18/2015	Complete
59	North Carolina	Swain County	Swain	8/27/2015	Complete
60	North Carolina	Tyrrell County	Tyrrell	3/3/2015	Complete
61	North Carolina	Union County	Union	2/16/2015	Complete
62	North Carolina	Vance County	Vance	10/3/2016	Complete
63	North Carolina	Washington County	Washington	8/2/2022	Complete
64	North Carolina	Watauga County	Watauga	5/5/2015	Complete
65	North Carolina	Wayne County	Wayne	12/4/2018	Complete
66	North Carolina	Wilkes County	Wilkes	5/5/2015	Complete
67	North Carolina	Yadkin County	Yadkin	3/2/2006	Complete
68	North Carolina	Yancey County	Yancey	8/10/2015	Complete

	STATE	LOCATION	COUNTY	APPROVAL DATE	INSTALLATION PROGRESS
1	North Carolina	Angier/Town	Harnett	9/6/2016	Complete
2	North Carolina	Badin/Town	Stanly	9/8/2015	Complete
3	North Carolina	Belville/Town	Brunswick	1/26/2015	Complete
4	North Carolina	Broadway/Town	Lee	3/22/2021	Complete
5	North Carolina	Cajah's Mtn/Town	Caldwell	4/5/2016	Complete
6	North Carolina	Casar/Town	Cleveland	6/6/2016	Complete
7	North Carolina	China Grove/Town	Rowan	5/5/2015	Complete
8	North Carolina	Crossnore/Town	Avery	9/8/2015	Complete
9	North Carolina	Denton/Town	Davidson	2/2/2015	Complete
10	North Carolina	Dillsboro/Town	Jackson	10/12/2015	Complete
11	North Carolina	Elkin/City	Surry	8/10/2015	Complete
12	North Carolina	Elk Park/Town	Avery	8/3/2015	Complete
13	North Carolina	Erwin/Town	Harnett	6/7/2018	Phase 1 Complete
14	North Carolina	Faith/Town	Rowan	6/4/2019	Complete
15	North Carolina	Forest City/Town *	Rutherford	9/18/2017	Ready To order
16	North Carolina	Granite Falls/Town	Caldwell	9/21/2015	Complete
17	North Carolina	Grover/Town	Cleveland	4/9/2018	Complete
18	North Carolina	Harmony/Town	Iredell	3/2/2015	Complete
19	North Carolina	Havelock/City	Craven		Confirmation
20	North Carolina	Hildebran/Town	Burke	8/24/2015	Complete
21	North Carolina	King/City	Stokes	6/6/2016	Complete
22	North Carolina	King's Mountain/City	Cleveland	4/28/2015	Complete
23	North Carolina	Lake Lure/Town	Rutherford	2/9/2016	Complete
24	North Carolina	Lattimore/Town	Cleveland	3/10/2015	Complete
25	North Carolina	Madison/Town	Rockingham	4/9/2015	Complete
26	North Carolina	Maiden/Town	Catawba	8/11/2020	Complete
27	North Carolina	Mayodan/Town	Rockingham	5/11/2015	Complete
28	North Carolina	Midway/Town	Davidson	4/6/2015	Complete
29	North Carolina	Mocksville/Town	Davie	3/5/2019	Complete
30	North Carolina	Morehead City/Town	Carteret	4/12/2022	Complete
31	North Carolina	Murphy/City	Cherokee	4/4/2016	Complete
32	North Carolina	Newland/Town	Avery	9/1/2015	Complete
33	North Carolina	Ocean Isle Beach/Town	Brunswick	6/14/2022	Complete
34	North Carolina	Ramseur/Town	Randolph	8/16/2022	Complete
35	North Carolina	Randleman/City	Randolph	1/5/2016	Complete
36	North Carolina	Rhodhiss/Town	Burke	7/1/2015	Complete
37	North Carolina	Robbins/Town	Moore	3/12/2015	Complete
38	North Carolina	Rockwell/Town	Rowan	3/9/2020	Complete
39	North Carolina	Ronda/Town	Wilkes		Complete
40	North Carolina	Sawmills/Town	Caldwell	2/16/2016	Complete
41	North Carolina	Seagrove/Town	Randolph	5/3/2017	Confirmation
42	North Carolina	Shelby/City	Cleveland	6/6/2016	Complete
43	North Carolina	Stokesdale/Town	Guilford	4/14/2016	Complete

44	North Carolina	Stoneville/Town	Rockingham	4/7/2015	<b>Complete</b>
45	North Carolina	Thomasville/City	Davidson	7/17/2004	<b>Complete</b>
46	North Carolina	Trinity/City	Randolph	2/28/2015	<b>Complete</b>
47	North Carolina	Troutman/City	Iredell	5/14/2015	<b>Complete</b>
48	North Carolina	Wallace/Town	Duplin	1/7/2015	<b>Complete</b>
49	North Carolina	Wallburg/Town	Davidson	12/9/2014	<b>Complete</b>
50	North Carolina	Walnut Cove/Town	Stokes	1/12/2016	<b>Complete</b>





## **Resolution Supporting the Display of the National Motto “In God We Trust” in a Prominent Location to Be Determined**

**WHEREAS**, “In God We Trust” became the United States national motto on July 30, 1956, shortly after our nation led the world through the trauma of World Warr, II; and

**WHEREAS**, “In God We Trust” has been used on United States currency since 1864; and

**WHEREAS**, this inspiring motto has been an integral part of United States society since it’s founding; and

**WHEREAS**, the same inspiring slogan is engraved above the entrance to the Senate Chamber as well as above the Speaker’s dais in the House of Representatives; and

**WHEREAS**, in both war and peace, these words have been a profound source of strength and guidance to many generations of Americans; and

**WHEREAS**, the National Anthem of the United States says, “... and this be our motto: in God is our trust;” and

**WHEREAS**, the Declaration of Independence recognizes God, our Creator, as the source of our rights; and

**WHEREAS**, in 2011, the United States House of Representatives passed House Concurrent Resolution 13, which reaffirmed “In God We Trust” as the official motto of the United States and supported and encouraged the display of the national motto; and

**WHEREAS**, a number of our presidents have written or spoken about religion and God, with President John F. Kennedy stating, “The guiding principle and prayer of this Nation has been, is now, and shall every be “In God We Trust; and

**WHEREAS**, the County desires to display this patriotic motto in a way to solemnize public occasions and express confidence in our society.

**THEREFORE, BE IT RESOLVED**, that the Dare County Board of Commissioners does hereby declare that the historic and patriotic words of our national motto, "In God We Trust" shall be permanently and prominently displayed in a location to be determined.

This the 6<sup>th</sup> day of March, 2023.

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Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board



*Proclamation for March 2023 as the 51st Anniversary of the National Senior Nutrition Program*

**Description**

A proclamation presented by the Albemarle Commission Area Agency on Aging and Senior Nutrition Program to observe March 2023 as March for Meals Month. Congregate meals are provided at the Dare County Center Monday through Friday, except holidays. Meals are also provided for homebound older adults who are at least sixty years of age and unable to prepare meals or participate in a congregate meal program. Dare County's recognition and involvement in the national March for Meals celebration can enrich our entire community.

**Board Action Requested**

Approve

**Item Presenter**

Albemarle Commission Area Agency on Aging & Senior Nutrition Program



## **A PROCLAMATION PROCLAIMING MARCH 2023 AS THE 51<sup>st</sup> ANNUAL MARCH FOR MEALS MONTH**

**WHEREAS**, on March 22, 1972, President Nixon signed into law a measure that amended the Older Americans Act of 1965 to include a national nutrition program for individuals 60 years and older; and

**WHEREAS**, for more than five decades, this landmark law has helped to fund community-based organizations like Meals on Wheels and it is still the only federal program designed specifically to meet the nutritional and social needs of older adults; and

**WHEREAS**, this year, Meals on Wheels programs from across the country are joining together for the March for Meals awareness campaign to celebrate its success and garner the support needed to ensure these critical programs can continue to address food insecurity and malnutrition, combat social isolation, enable independence and improve health for years to come; and

**WHEREAS**, Meals on Wheels programs, both congregate and home-delivered, have served our communities admirably for 51 years in North Carolina; and

**WHEREAS**, volunteers for Meals on Wheels programs in Dare County are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

**WHEREAS**, Meals on Wheels programs in North Carolina provide nutritious meals to seniors throughout Dare County that help them maintain their health and independence, thereby helping to prevent unnecessary falls, hospitalizations and/or premature institutionalization; and

**WHEREAS**, Meals on Wheels programs in North Carolina provide a powerful opportunity for social connection for hundreds of seniors to help combat the negative health effects and economic consequences of loneliness and isolation; and

**WHEREAS**, Meals on Wheels programs in North Carolina deserve recognition for the heroic contributions and essential services they have provided amid the COVID-19 pandemic, inclement weather and other emergencies; and

**WHEREAS**, the senior population is increasing substantially, and action is needed now to support local Meals on Wheels programs through federal, state and local funding; volunteering; donations; and raising awareness to ensure these vital services can continue to be delivered for years to come.

**NOW, THEREFORE, DARE COUNTY**, does hereby proclaim March 2023 as a month celebrating Meals on Wheels and urges every community member to take this month to honor our senior nutrition programs, the individuals they serve and the volunteers who care for them. Our recognition of, and involvement in, the national March for Meals celebration can enrich our entire community and help combat senior hunger and isolation in America.

Dated this 6<sup>th</sup> day of March, 2023

SEAL

\_\_\_\_\_  
Robert Woodard, Sr., Chairman

Attest:

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





*Proclamation  
Community for Hope - Sexual Assault Awareness Month*

**Description**

An awareness campaign will begin April 1 and run through the month of April. "Community for Hope" will include fundraising and activities to help educate the community on the topic of safe dating, setting relationship and physical boundaries, and what to do if you or someone you know is assaulted.

**Board Action Requested**

Adopt Proclamation

**Item Presenter**

Bronwyn Thornton and Stephanie Baker  
The Outer Banks Hotline



**A PROCLAMATION**  
**Community for Hope – Sexual Assault Awareness Month**

**WHEREAS**, every 68 seconds an American is sexually assaulted; every 9 minutes that American is a child and the primary motive for sexual assault is for someone to establish and maintain power and control over another; and

**WHEREAS**, on average, there are 463,634 victims (age 12 or older) of rape and sexual assault each year in the United States; and

**WHEREAS**, 1 out of every 6 American females and 1 in 33 American males have experienced an attempted or completed rape in their lifetime; and

**WHEREAS**, sexual violence can have long-term effects on victims such as increased suicidal or depressive thoughts; increased drug use, as compared to non-victims; and increased problems with interpersonal relationships with family, friends, and co-workers; and

**WHEREAS**, the North Carolina Coalition Against Sexual Assault (NCCASA) is an inclusive, statewide alliance working to end sexual violence through education, advocacy, and legislation and Outer Banks Hotline is a member of the NCCASA; and

**WHEREAS**, Outer Banks Hotline is Dare County's only interpersonal violence crisis intervention and prevention agency, and seeks not only to support victims and survivors but also to educate the community on ways to encourage positive and healthy relationships.

**NOW, THEREFORE**, Dare County does hereby proclaim April 2023 be recognized as Sexual Assault Awareness Month.

This the 6<sup>th</sup> day of March, 2023.

SEAL

Attest:

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Robert Woodard, Sr., Chairman

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Cheryl C. Anby, Clerk to the Board



*Older Adult Services Advisory Council  
Annual Report*

**Description**

The purpose of the Advisory Council is to review the work of the Centers providing services for older adults in its efforts to promote, organize, plan and coordinate services and programs for residents and visitors of Dare County who are 55 years of age or older.

**Board Action Requested**

Report presented

**Item Presenter**

Mary Pendill, Chairperson



TO: Dare County Commissioners

Date: February 13, 2023

Tim White, Department of Public Services

In December of 2022, the Older Adult Advisory Council, with input from the community centers, a survey was created to poll the constituents of the Thomas A. Baum Senior Center, herein referred to as the Baum Center, and we are pleased to share the results.

REASON: It has been an ongoing discussion, over the years, as to why the Baum Center, was not afforded day trip transportation, like the Virginia Tillett Community Center and the Fessenden Center, with their own vehicle.

This brief 4 question survey was promoted by email, website and onsite at the Centers for the month of January 2023. Though the survey was created in response to the Northern Beach seniors request for transportation to enjoy day trips; it include all 3 centers, The Baum Center, The Virginia Tillett Community Center, and the Fessenden for response.

Survey Monkey was used to facilitate the process. We received 342 responses, where an over whelming 84.88% want a van dedicated for use at the Baum Center; so seniors would not have to drive themselves to an event or outing location.

The questions and response percentages are as follows:

**1) Which Senior Center do you frequent most?**

Virginia Tillett Community Center 13.74 %

Fessenden Center 1.75%

Thomas A. Baum Senior Center -75.73 %

None – 8.77%

**2) Would you be interested in a group monthly day trip? (It was noted that a cost maybe associated with trips)**

YES – 84.88%

NO – 15.12%

**3) If a van was available for the trip would you be more likely to participate in a day trip?**

YES – 83.98%

NO- 16.02%

**4) If Yes, what types of group trips/events would you be interested in? (310 responses)**

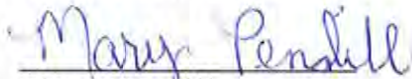
Here are the top choices

Theater/plays 52.26 %	Museums 46.77%	All choices – 40.32%
Festivals 44.52%	Out of town shopping 37.2%	Farmers Markets – 29.68%
None – 1.94%		

As you can see, there is a definite want and need for a van at the Baum Center.

On behalf of the Older Adult Advisory Council, we are submitting these findings as a request for a van for the Thomas A. Baum Senior Center. We ask that an allocation of a van, be included into the upcoming 2023-2024 budget. The citizens of Dare County deserve it.

With Warm Regards,



Mary Pendill  
Chairperson



Maggie Dennis  
Vice Chairperson



*Public Hearing on the Approval of the Execution and Delivery of the Contract  
and the County's Financing of the 2023A Projects*

**Description**

A public hearing will be conducting concerning the approval of the execution and delivery of the contract and the County's financing of the 2023A Projects. As part of its plan to finance the Projects, the Board of Commissioners adopted a resolution at its February 6, 2023 meeting which authorized the County to (1) finance a portion of the Projects, including the KDH Facility, a County EMS Station in Southern Shores, and the Hangar (collectively, the "2023A Projects") pursuant to the Contract in a principal amount not to exceed \$49,250,000, and (2) grant a security interest in the KDH Facility pursuant to the Deed of Trust for the benefit of the entity, or its assigns, providing the funds to the County under the Contract.

**Board Action Requested**

Conduct the Public Hearing

**Item Presenter**

David Clawson, Finance Director

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

The County of Dare (the "*County*") is considering entering into an installment financing contract (as may be amended or supplemented from time to time, the "*Contract*") 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 in the Town of Kill Devil Hills and a fire station on behalf of the Town of Kill Devil Hills (the "*KDH Facility*"), (c) the construction, renovation, and improvements to various EMS stations throughout the County (collectively, 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 Facility, and the EMS Stations, the "*Projects*").

The County, as grantor, will secure its obligations under the Contract by entering into 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*") will be mortgaged by the County to create a lien thereon for the benefit of the entities, or its assigns, providing the funds to the County under the Contract.

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 KDH Facility will be located at 1630 North Croatan Highway Kill Devil Hills NC 27948. The Hangar will be located at 410 Airport Road Manteo NC 27954.

As part of its plan to finance the Projects, the Board of Commissioners of the County adopted a resolution at its February 6, 2023 meeting which authorized the County to (1) finance a portion of the Projects, including the KDH Facility, a County EMS Station in Southern Shores, and the Hangar (collectively, the "*2023A Projects*") pursuant to the Contract in a principal amount not to exceed \$49,250,000, and (2) grant a security interest in the KDH Facility pursuant to the Deed of Trust for the benefit of the entity, or its assigns, providing the funds to the County under the Contract.

The Contract and the Deed of Trust permit the County to enter into amendments to finance the remainder of the Projects or other 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. The County currently plans to finance the remainder of the Projects pursuant to the Contract and the Deed of Trust at a later time. On the County's payment of all installment payments due under the Contract, including any future amendments to finance the Projects or other additional projects or refinance projects, the lien created in the Mortgaged Property will terminate and any security interest granted under the Deed of Trust will be released.

*NOTICE IS HEREBY GIVEN*, pursuant to Sections 160A-20 of the General Statutes of North Carolina, that on March 6, 2023 at 9:00 a.m., or as soon thereafter as practicable, 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 2023A Projects. All interested parties are invited to present comments at the public hearing regarding the execution and delivery of the Contract and the 2023A Projects to be financed thereby. Any person wishing to comment in writing should do so between the date of publication of this notice and the start of the public hearing by submitting comments to the County of Dare, Dare County Administration Building, 954 Marshall C. Collins Drive, Manteo, North Carolina 27954, Attention: Clerk to the Board of Commissioners, or [cheryl.anby@darenc.com](mailto:cheryl.anby@darenc.com).



***RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS***

**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, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**

The attached Resolution is the final action to be taken by the Board to approve the issuance of the Series 2023A Limited Obligation Bonds for the financing of the Dare MedFlight Hangar, the Southern Shores EMS Station and the Dare County EMS Kill Devil Hills Fire Station.

Electronic copies of the documents have been previously provided to the Board, Clerk and Manager, as well as to the Dare County Public Facilities Corporation Board and Officers.

The Resolution makes findings and statements of fact, including:

- The Board has previously determined to finance the projects and others in the County's capital improvements plan and to grant a deed of trust on real property.
- It is in the best interests of the County to enter into an Installment Purchase Contract with the Dare County Public Facilities Corporation and into the Deed of Trust which pledges as collateral the County owned Kill Devil Hills building, project and site.
- The County will execute a Contract of Purchase and a Letter of Representations between Piper Sandler, underwriter, and the Dare County Public Facilities Corporation.
- Copies of the documents have been made available to the Board and the Board approves:
  - the Contract;
  - the Deed of Trust;
  - the Indenture of Trust; and
  - the Purchase Contract and the Letter of Representations (Exhibit A to the Purchase Contract).
- A draft of the Preliminary Official Statement has been presented to the Board and that the POS is in an appropriate form.
- The Board held a public hearing on March 6, 2023.
- The County has filed an application with the Local Government Commission for approval.

The Resolution resolves:

1. That all actions of the Clerk, the Manager, the Deputy County Manager/Finance Director and their respective designees are approved, ratified and authorized.
2. That the form, terms and content of the POS and final Offering Statement are authorized, approved and confirmed; the Underwriter may use both documents; and the County's Authorized Officers are authorized to deliver both documents with such changes which shall to them seem necessary.

3. That the Contract is approved and that the Manager, the Deputy County Manager/Finance Director, the Clerk and their designees are authorized and directed to execute and deliver the Contract with any changes which shall to them seem necessary. That the Authorized Officers are authorized to do all such acts and things necessary to comply with the provisions of the Contract.
4. That the Deed of Trust is approved and that the Manager, the Deputy County Manager/Finance Director, the Clerk and their designees are authorized to execute and deliver the Deed of Trust with any changes which shall to them seem necessary. That the County's Authorized Officers are authorized to do all such acts and things necessary to comply with the provisions of the Deed of Trust.
5. That the form and content of the Purchase Contract and Letter of Representations is approved and that the Manager or Deputy County Manager/Finance Director and their respective designees are authorized to execute the Letter of Representations with any changes which shall to them seem necessary. That the County's Authorized Officers are authorized to do all such acts and things necessary to comply with the provisions of the Letter of Representations.
6. That each of the Authorized Officers are designated as the County's Representatives to act on behalf of the County with the transaction; that the same are authorized to obtain an opinion from the County Attorney and other attorneys for the documents; that the Authorized Officers are authorized to supply all information for the Preliminary Official Statement and the final Official Statement; that the Authorized Officers are authorized and empowered to do any and all acts and to execute other documents which they deem necessary and appropriate to complete the transaction.

The Dare County Public Facilities Corporation adopted its necessary Corporate Resolution by unanimous consent.

The application is on the Local Government Commission's agenda for 4/4/2023. The LGC has assigned a sale date of 4/20/2023.

Following this Item Summary are:

- The Resolution;
- The latest debt service numbers run; and
- The Financing Calendar.

Board Action: The Board is requested to adopt the Approving Resolution.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**

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

*WHEREAS*, the Board of Commissioners of the County (the “*Board*”) has previously determined that it is in the best interest of the County to engage in a long-term plan 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 in the Town of Kill Devil Hills and a fire station on behalf of the Town of Kill Devil Hills (the “*KDH Facility*”), (c) the construction, renovation, and improvements to various EMS stations throughout the County (collectively, the “*EMS Stations*”), (d) the construction of a new airport hangar for Dare MedFlight, including crew quarters (the “*Hangar*”), and (e) other projects that may be identified as part of the County’s future capital improvement plans (collectively, the “*Projects*”);

*WHEREAS*, as part of its plan to finance the Projects, the Board has previously determined that it is in the best interest of the County to finance a portion of the Projects by entering into an Installment Financing Contract (the “*Contract*”) with Dare County Public Facilities Corporation (the “*Corporation*”) in order to finance (a) the capital costs of the KDH Facility, the County EMS Station in the Town of Southern Shores, and the Hangar (collectively, the “*2023A Projects*”), and (b) the costs related to the execution and delivery of the Contract;

*WHEREAS*, in order to secure the County’s obligations under the Contract, the County will enter into a Deed of Trust, Security Agreement and Fixture Filing (the “*Deed of Trust*”) granting a lien on the real property on which the KDH Facility will be located and the improvements thereon;

*WHEREAS*, the Corporation will execute and deliver its Limited Obligation Bonds (County of Dare, North Carolina), Series 2023A (the “*Bonds*”) in an aggregate principal amount not to exceed \$49,250,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

*WHEREAS*, in connection with the sale of the Bonds to Piper Sandler & Co. (the “*Underwriter*”), the Corporation will enter into a Contract of Purchase (the “*Purchase Contract*”) between the Corporation and the Underwriter relating to the Bonds, and the County will execute a Letter of Representation to the Underwriter (the “*Letter of Representation*”);

*WHEREAS*, there have been described to the Board the forms of the following documents (collectively, the “*Instruments*”), copies of which have been made available to the Board, which the Board proposes to approve, enter into, and deliver, as applicable, to effectuate the proposed installment financing:

- (1) the Contract;
- (2) the Deed of Trust;



(3) an Indenture of Trust dated as of May 1, 2023 (the “*Indenture*”) between the Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee, including the form of the Bonds; and

(4) the Purchase Contract and the Letter of Representation.

*WHEREAS*, to make an offering and sale of the Bonds, there will be prepared a Preliminary Official Statement with respect to the Bonds (the “*Preliminary Official Statement*”), a draft thereof having been made available to the Board, and a final Official Statement relating to the Bonds (together with the Preliminary Official Statement, the “*Official Statement*”), which Official Statement will contain certain information regarding the County and the Bonds;

*WHEREAS*, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

*WHEREAS*, a public hearing on the Contract and the 2023A Projects to be financed thereby after publication of a notice with respect to such public hearing must be held and the Board conducted such public hearing at this meeting; and

*WHEREAS*, the County has filed an application to the Local Government Commission of North Carolina (the “*LGC*”) for approval of the Contract and will receive the approval of the LGC before executing and delivering the Contract;

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

Section 1. ***Ratification of Instruments.*** All actions of the County Manager, the Deputy County Manager/Finance Director, the Clerk to the Board of Commissioners, the County Attorney, and their respective designees (individually and collectively, the “*Authorized Officers*”), whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. ***Authorization of the Official Statement.*** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the Underwriter’s use of the Preliminary Official Statement and the final Official Statement in connection with the offering and sale of the Bonds is hereby in all respects authorized, approved and confirmed. The Authorized Officers are hereby authorized and directed to deliver, on behalf of the County, the Official Statement in substantially such form, with such changes, insertions and omissions as they may approve.

Section 3. ***Authorization to Execute the Contract.*** The County hereby approves the financing in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and content of the Contract are hereby in all respects authorized, approved and confirmed, and the Authorized Officers are hereby authorized, empowered and directed to execute and deliver the Contract, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County’s approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract presented to the Board. From and after the execution and delivery of the Contract, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 4. ***Authorization to Execute the Deed of Trust.*** The County approves the form and content of the Deed of Trust, and the Deed of Trust is in all respects authorized, approved and confirmed. The Authorized Officers are hereby authorized, empowered and directed to execute and deliver the Deed of Trust, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate. Execution by the Authorized Officers constitutes conclusive evidence of the County's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Deed of Trust presented to the Board, and from and after the execution and delivery of the Deed of Trust, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Deed of Trust as executed.

Section 5. ***Authorization to Execute the Purchase Contract and Letter of Representation.*** The form and content of the Purchase Contract are hereby approved in all respects. The Authorized Officers are authorized to execute the Letter of Representation for the purposes stated therein, including necessary counterparts, in substantially the form and content of the Letter of Representation presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Letter of Representation presented to the Board. From and after the execution and delivery of the Letter of Representation, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Letter of Representation as executed.

Section 6. ***County Representative.*** The Authorized Officers are each hereby designated as the County's representative to act on behalf of the County in connection with the transactions contemplated by the Instruments and the Official Statement, and the Authorized Officers are authorized to proceed with the financing in accordance with the Instruments and to seek opinions as a matter of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The County's representative and/or designee or designees are in all respects authorized on behalf of the County to supply all information pertaining to the County for use in the Official Statement and the transactions contemplated by the Instruments or the Official Statement. The County's representatives or their respective designees are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or the Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Instruments. Any provision in this Resolution that authorizes more than one officer of the County to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively and any action authorized may be taken by anyone designated to act on their behalf.

Section 7. ***Severability.*** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 8. ***Repealer.*** All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 9. ***Effective Date.*** This Resolution is effective on the date of its adoption.

Adopted this 6th day of March, 2023.

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Robert Woodard, Chairman

Attest:

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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, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” duly adopted by the Board of Commissioners of the County of Dare, North Carolina at a meeting held on the 6th day of March, 2023.

*WITNESS* my hand and the corporate seal of the County of Dare, North Carolina, this the \_\_\_ day of March, 2023.

(SEAL)

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

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SOURCES AND USES OF FUNDS

County of Dare, North Carolina  
Limited Obligation Bonds, Series 2023A  
Dare County EMS Projects Phase I

Dated Date           04/01/2023  
Delivery Date       04/01/2023

Sources:

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Bond Proceeds:	
Par Amount	38,775,000.00
Premium	4,637,246.05
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	43,412,246.05

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Uses:

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Project Fund Deposits:	
Station #1 Kill Devil Hills	24,652,537.98
Station #4 Southern Shores	8,753,325.02
Station #7 Dare MedFlight	9,561,088.94
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	42,966,951.94
Delivery Date Expenses:	
Cost of Issuance	250,000.00
Underwriter's Discount	193,875.00
	<hr/>
	443,875.00
Other Uses of Funds:	
Additional Proceeds	1,419.11
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	43,412,246.05

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BOND PRICING

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Dare County EMS Projects Phase I

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bond:									
	06/01/2025	2,045,000	5.000%	3.040%	104.075				83,333.75
	06/01/2026	2,045,000	5.000%	2.850%	106.462				132,147.90
	06/01/2027	2,045,000	5.000%	2.790%	108.632				176,524.40
	06/01/2028	2,040,000	5.000%	2.770%	110.662				217,504.80
	06/01/2029	2,040,000	5.000%	2.770%	112.557				256,162.80
	06/01/2030	2,040,000	5.000%	2.770%	114.401				293,780.40
	06/01/2031	2,040,000	5.000%	2.810%	115.878				323,911.20
	06/01/2032	2,040,000	5.000%	2.840%	117.321				353,348.40
	06/01/2033	2,040,000	5.000%	2.900%	118.372				374,788.80
	06/01/2034	2,040,000	5.000%	3.010%	117.313	3.149%	06/01/2033	100.000	353,185.20
	06/01/2035	2,040,000	5.000%	3.180%	115.700	3.412%	06/01/2033	100.000	320,280.00
	06/01/2036	2,040,000	5.000%	3.390%	113.743	3.674%	06/01/2033	100.000	280,357.20
	06/01/2037	2,040,000	5.000%	3.560%	112.188	3.874%	06/01/2033	100.000	248,635.20
	06/01/2038	2,040,000	5.000%	3.680%	111.106	4.015%	06/01/2033	100.000	226,562.40
	06/01/2039	2,040,000	5.000%	3.740%	110.569	4.099%	06/01/2033	100.000	215,607.60
	06/01/2040	2,040,000	5.000%	3.800%	110.036	4.175%	06/01/2033	100.000	204,734.40
	06/01/2041	2,040,000	5.000%	3.840%	109.682	4.230%	06/01/2033	100.000	197,512.80
	06/01/2042	2,040,000	5.000%	3.870%	109.418	4.275%	06/01/2033	100.000	192,127.20
	06/01/2043	2,040,000	5.000%	3.900%	109.154	4.315%	06/01/2033	100.000	186,741.60
		38,775,000							4,637,246.05

Dated Date	04/01/2023	
Delivery Date	04/01/2023	
First Coupon	12/01/2023	
Par Amount	38,775,000.00	
Premium	4,637,246.05	
Production	43,412,246.05	111.959371%
Underwriter's Discount	-193,875.00	-0.500000%
Purchase Price	43,218,371.05	111.459371%
Accrued Interest		
Net Proceeds	43,218,371.05	

BOND SUMMARY STATISTICS

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Dare County EMS Projects Phase 1

Dated Date	04/01/2023
Delivery Date	04/01/2023
Last Maturity	06/01/2043
Arbitrage Yield	3.312103%
True Interest Cost (TIC)	3.684944%
Net Interest Cost (NIC)	3.973503%
All-In TIC	3.753528%
Average Coupon	5.000000%
Average Life (years)	11.164
Weighted Average Maturity (years)	11.177
Duration of Issue (years)	8.626
Par Amount	38,775,000.00
Bond Proceeds	43,412,246.05
Total Interest	21,643,375.00
Net Interest	17,200,003.95
Total Debt Service	60,418,375.00
Maximum Annual Debt Service	3,983,750.00
Average Annual Debt Service	2,995,952.48

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Serial Bond	38,775,000.00	111.959	5.000%	11.164	8.641	29,401.05
	38,775,000.00			11.164		29,401.05

	TIC	All-In TIC	Arbitrage Yield
Par Value	38,775,000.00	38,775,000.00	38,775,000.00
+ Accrued Interest			
+ Premium (Discount)	4,637,246.05	4,637,246.05	4,637,246.05
- Underwriter's Discount	-193,875.00	-193,875.00	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts			
Target Value	43,218,371.05	42,968,371.05	43,412,246.05
Target Date	04/01/2023	04/01/2023	04/01/2023
Yield	3.684944%	3.753528%	3.312103%

BOND DEBT SERVICE

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Dare County EMS Projects Phase 1

Dated Date 04/01/2023  
 Delivery Date 04/01/2023

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2024			2,261,875	2,261,875
06/30/2025	2,045,000	5.000%	1,938,750	3,983,750
06/30/2026	2,045,000	5.000%	1,836,500	3,881,500
06/30/2027	2,045,000	5.000%	1,734,250	3,779,250
06/30/2028	2,040,000	5.000%	1,632,000	3,672,000
06/30/2029	2,040,000	5.000%	1,530,000	3,570,000
06/30/2030	2,040,000	5.000%	1,428,000	3,468,000
06/30/2031	2,040,000	5.000%	1,326,000	3,366,000
06/30/2032	2,040,000	5.000%	1,224,000	3,264,000
06/30/2033	2,040,000	5.000%	1,122,000	3,162,000
06/30/2034	2,040,000	5.000%	1,020,000	3,060,000
06/30/2035	2,040,000	5.000%	918,000	2,958,000
06/30/2036	2,040,000	5.000%	816,000	2,856,000
06/30/2037	2,040,000	5.000%	714,000	2,754,000
06/30/2038	2,040,000	5.000%	612,000	2,652,000
06/30/2039	2,040,000	5.000%	510,000	2,550,000
06/30/2040	2,040,000	5.000%	408,000	2,448,000
06/30/2041	2,040,000	5.000%	306,000	2,346,000
06/30/2042	2,040,000	5.000%	204,000	2,244,000
06/30/2043	2,040,000	5.000%	102,000	2,142,000
	38,775,000		21,643,375	60,418,375



BOND DEBT SERVICE

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Dare County EMS Projects Phase 1

Dated Date 04/01/2023  
 Delivery Date 04/01/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2023			1,292,500	1,292,500	
06/01/2024			969,375	969,375	
06/30/2024					2,261,875
12/01/2024			969,375	969,375	
06/01/2025	2,045,000	5.000%	969,375	3,014,375	
06/30/2025					3,983,750
12/01/2025			918,250	918,250	
06/01/2026	2,045,000	5.000%	918,250	2,963,250	
06/30/2026					3,881,500
12/01/2026			867,125	867,125	
06/01/2027	2,045,000	5.000%	867,125	2,912,125	
06/30/2027					3,779,250
12/01/2027			816,000	816,000	
06/01/2028	2,040,000	5.000%	816,000	2,856,000	
06/30/2028					3,672,000
12/01/2028			765,000	765,000	
06/01/2029	2,040,000	5.000%	765,000	2,805,000	
06/30/2029					3,570,000
12/01/2029			714,000	714,000	
06/01/2030	2,040,000	5.000%	714,000	2,754,000	
06/30/2030					3,468,000
12/01/2030			663,000	663,000	
06/01/2031	2,040,000	5.000%	663,000	2,703,000	
06/30/2031					3,366,000
12/01/2031			612,000	612,000	
06/01/2032	2,040,000	5.000%	612,000	2,652,000	
06/30/2032					3,264,000
12/01/2032			561,000	561,000	
06/01/2033	2,040,000	5.000%	561,000	2,601,000	
06/30/2033					3,162,000
12/01/2033			510,000	510,000	
06/01/2034	2,040,000	5.000%	510,000	2,550,000	
06/30/2034					3,060,000
12/01/2034			459,000	459,000	
06/01/2035	2,040,000	5.000%	459,000	2,499,000	
06/30/2035					2,958,000
12/01/2035			408,000	408,000	
06/01/2036	2,040,000	5.000%	408,000	2,448,000	
06/30/2036					2,856,000
12/01/2036			357,000	357,000	
06/01/2037	2,040,000	5.000%	357,000	2,397,000	
06/30/2037					2,754,000
12/01/2037			306,000	306,000	
06/01/2038	2,040,000	5.000%	306,000	2,346,000	
06/30/2038					2,652,000
12/01/2038			255,000	255,000	
06/01/2039	2,040,000	5.000%	255,000	2,295,000	
06/30/2039					2,550,000
12/01/2039			204,000	204,000	
06/01/2040	2,040,000	5.000%	204,000	2,244,000	
06/30/2040					2,448,000
12/01/2040			153,000	153,000	
06/01/2041	2,040,000	5.000%	153,000	2,193,000	
06/30/2041					2,346,000
12/01/2041			102,000	102,000	
06/01/2042	2,040,000	5.000%	102,000	2,142,000	
06/30/2042					2,244,000
12/01/2042			51,000	51,000	
06/01/2043	2,040,000	5.000%	51,000	2,091,000	
06/30/2043					2,142,000
	38,775,000		21,643,375	60,418,375	60,418,375

PROJECT FUND

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Dare County EMS Projects Phase 1

Station #1 Kill Devil Hills

Date	Deposit	Interest @ 4.5%	Principal	Scheduled Draws	Balance
04/01/2023	24,652,537.98				24,652,537.98
04/09/2023		24,652.54			24,652,537.98
05/09/2023		92,447.02	1,760,895.57	1,760,895.57	22,891,642.41
06/09/2023		85,843.66	1,760,895.57	1,760,895.57	21,130,746.84
07/09/2023		79,240.30	1,760,895.57	1,760,895.57	19,369,851.27
08/09/2023		72,636.94	1,760,895.57	1,760,895.57	17,608,955.70
09/09/2023		66,033.58	1,760,895.57	1,760,895.57	15,848,060.13
10/09/2023		59,430.23	1,760,895.57	1,760,895.57	14,087,164.56
11/09/2023		52,826.87	1,760,895.57	1,760,895.57	12,326,268.99
12/09/2023		46,223.51	1,760,895.57	1,760,895.57	10,565,373.42
01/09/2024		39,620.15	1,760,895.57	1,760,895.57	8,804,477.85
02/09/2024		33,016.79	1,760,895.57	1,760,895.57	7,043,582.28
03/09/2024		26,413.43	1,760,895.57	1,760,895.57	5,282,686.71
04/09/2024		19,810.08	1,760,895.57	1,760,895.57	3,521,791.14
05/09/2024		13,206.72	1,760,895.57	1,760,895.57	1,760,895.57
06/09/2024		6,603.36	1,760,895.57	1,760,895.57	
	24,652,537.98	718,005.18	24,652,537.98	24,652,537.98	

Yield To Receipt Date: 4.5426193%  
 Arbitrage Yield: 3.3121026%  
 Value of Positive Arbitrage: 190,330.79

PROJECT FUND

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Dare County EMS Projects Phase 1

Station #4 Southern Shores

Date	Deposit	Interest @ 4.5%	Principal	Scheduled Draws	Balance
04/01/2023	8,753,325.02				8,753,325.02
04/12/2023		12,035.82			8,753,325.02
05/12/2023		32,824.97	795,756.82	795,756.82	7,957,568.20
06/12/2023		29,840.88	795,756.82	795,756.82	7,161,811.38
07/12/2023		26,856.79	795,756.82	795,756.82	6,366,054.56
08/12/2023		23,872.70	795,756.82	795,756.82	5,570,297.74
09/12/2023		20,888.62	795,756.82	795,756.82	4,774,540.92
10/12/2023		17,904.53	795,756.82	795,756.82	3,978,784.10
11/12/2023		14,920.44	795,756.82	795,756.82	3,183,027.28
12/12/2023		11,936.35	795,756.82	795,756.82	2,387,270.46
01/12/2024		8,952.26	795,756.82	795,756.82	1,591,513.64
02/12/2024		5,968.18	795,756.82	795,756.82	795,756.82
03/12/2024		2,984.09	795,756.82	795,756.82	
	8,753,325.02	208,985.63	8,753,325.02	8,753,325.02	

Yield To Receipt Date: 4.5427167%  
 Arbitrage Yield: 3.3121026%  
 Value of Positive Arbitrage: 55,546.69

PROJECT FUND

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Dare County EMS Projects Phase 1

Station #7 Dare MedFlight

Date	Deposit	Interest @ 4.5%	Principal	Scheduled Draws	Balance
04/01/2023	9,561,088.94				9,561,088.94
04/09/2023		9,561.09			9,561,088.94
05/09/2023		35,854.08			9,561,088.94
06/09/2023		35,854.08	735,468.38	735,468.38	8,825,620.56
07/09/2023		33,096.08	735,468.38	735,468.38	8,090,152.18
08/09/2023		30,338.07	735,468.38	735,468.38	7,354,683.80
09/09/2023		27,580.06	735,468.38	735,468.38	6,619,215.42
10/09/2023		24,822.06	735,468.38	735,468.38	5,883,747.04
11/09/2023		22,064.05	735,468.38	735,468.38	5,148,278.66
12/09/2023		19,306.04	735,468.38	735,468.38	4,412,810.28
01/09/2024		16,548.04	735,468.38	735,468.38	3,677,341.90
02/09/2024		13,790.03	735,468.38	735,468.38	2,941,873.52
03/09/2024		11,032.03	735,468.38	735,468.38	2,206,405.14
04/09/2024		8,274.02	735,468.38	735,468.38	1,470,936.76
05/09/2024		5,516.01	735,468.38	735,468.38	735,468.38
06/09/2024		2,758.01	735,468.38	735,468.38	
	9,561,088.94	296,393.75	9,561,088.94	9,561,088.94	

Yield To Receipt Date: 4.5426058%  
 Arbitrage Yield: 3.3121026%  
 Value of Positive Arbitrage: 78,557.33

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REQUIRED REGULATORY DISCLAIMER

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**DARE COUNTY PUBLIC FACILITIES CORPORATION**  
**DARE COUNTY, NORTH CAROLINA**  
**Limited Obligation Bonds, Series 2023**  
**(Various County EMS Projects)**

**Financing Timetable**

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

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

<u>DATE</u>	<u>EVENT</u>	<u>RESPONSIBILITY</u>
	<i><b>DEVELOP DOCUMENTS AND FORMALIZE FINANCE PLAN FOR LOBS ISSUE</b></i>	
Sep 30	Kick-off Call with County and LGC	All Parties
Oct 21	Receive First Draft of Bond Documents	BC, UC
Oct 28	Receive initial first draft of POS	UC
Nov 4	Review First Draft of All Documents and Finance Plan (Conference Call – 10:00 am)	All Parties
Dec 2	Receive Second Draft of All Documents	BC, UC
Dec 8	Test Private Placement Market vs Public Offering	U
Dec 9	Provide comments Second Draft of All Documents	All Parties
Dec 16	Receive Substantially Final (Third Draft) of All Documents Third Draft of Documents	BC, UC
Feb 6	Board of Commissioners Adopts Findings Resolution and calls Public Hearing	CTY, BC
Feb 15	County Receives GMP for Kill Devil Hills	CTY

<u>DATE</u>	<u>EVENT</u>	<u>RESPONSIBILITY</u>
NLT Feb 17	Submit Joint Legislative Notice	CTY, BC
Feb 21	Send Pertinent Documents, POS and Finance Plan to Rating Agencies	CTY, FA
NLT Feb 22	Publish Notice of Public Hearing	CTY, BC
NLT Feb 27	LGC Application Due for Approval of Documents and Plan of Finance	CTY
Mar 7-10	Rating Agency Presentations (Telephone meetings)	CTY, FA, U
Mar 6	Board of Commissioners hold Public Hearing and Adopts Resolution Approving Financing	CTY, BC
Mar 6	Corporation Adopts Resolution Approving Financing Documents	NPC, CTY, BC
NLT Mar 15	Receive Title Insurance Commitment	CTY, BC
Mar 24	Receive LOBs Underlying Ratings From Rating Agencies	CTY, FA
Apr 4	LGC Approves Financing Structure and Financing Documents	LGC
Apr 10	POS to Printer	U, UC
Apr 11	Mail POS	U
<b><i>SALE AND CLOSING OF LOBs ISSUE</i></b>		
Apr 20	LOBs Sale Date	CTY, U
Apr 20	Execute Purchase Agreement	CTY, U
NLT Apr 24	Mail Final OS	U
May 4, 5	Pre-Closing and Closing	Designated Parties

Key:  
CTY = Dare County, North Carolina  
BC = Bond Counsel: Parker Poe  
U = Underwriter/Placement Agent: Piper Sandler  
UC = Underwriter's Counsel: Pope Flynn  
FA = Financial Advisor: DEC Associates  
LGC = Local Government Commission  
NPC = Non-Profit Corporation Counsel: Parker Poe  
TBD = To Be Determined  
NLT = Not Later Than



*Dare MedFlight and Southern Shores EMS Budget Update, Kill Devil Hills Fire & EMS Station Approval of Guaranteed Maximum Price, and Adoption of Capital Project Ordinance*

**Description**

Please see the following Item Summary.

**Board Action Requested**

Adopt amendment to capital Project ordinance.  
Authorize County Manager to execute Barnhill Change Order #2.

**Item Presenter**

David Clawson, Finance Director



Item Summary: Dare MedFlight and Southern Shores EMS Budget Update, Kill Devil Hills Fire & EMS Station Approval of Guaranteed Maximum Price, and Adoption of Capital Project Ordinance.

The total amount shown for all three projects is \$150,357 less than what was approved by the Board on February 6. The preconstruction fee was mistakenly omitted on February 6, so comparable numbers are \$404,006 less.

Attached in order are:

1. Budget update for Dare MedFlight, Station #7. The total increased by \$107,507.
  - a. Increases are from fees, propane tanks, signage and network wiring.
2. Budget update for Southern Shores, Station #4. The total increased by \$186,793.
  - a. Increases are from fees, propane tanks, signage, network wiring and permanent power installation.
3. GMP and budget for the Kill Devil Hills Fire & EMS Station at \$24,652,538 which is \$444,657 less than the 2/6 estimate.
  - a. The GMP, with recommended value engineering items, is \$1,297,657 less than the Barnhill January estimate.
  - b. Increases are from station alerting system installation, the Fire station alerting system, water & sewer fees, propane tanks and signage.
4. Barnhill Contracting letter on sub-bid results and value engineering options for Kill Devil Hills (4 pages).
5. Oakley Collier recommendations for value engineering options to reject or select.
6. AIA Document #133 for the GMP for the Kill Devil Hills project (X pages).
7. Capital Project Ordinance (budget) amendment for all of the above.

Schedule:

- Barnhill preconstruction meeting is 3/7.
- Kill Devil Hills approves lease on 3/12.
- Local Government approval of bond issue is 4/4.
- Bond sale date is 4/20.
- Bond closing is 5/6.

Actions Requested:

- Adopt amendment to capital project ordinance.
- Authorize County Manager to execute the Barnhill contract amendment #2 for the GMP for the Kill Devil Hills project.

Dare County 2022 & 2023 Projects  
 Station #7 - Dare Medflight  
 60380/98734

2/15/2023

= estimate

14,351 Square Feet

	Barnhill 30% Design Estimate	Barnhill GMP & Approved 2/6/2023	Barnhill GMP & Requested 3/6/2023
Building demo/abatement	\$ -		
Building renovations/new construction	5,342,824		
Sitework	616,212		
Subguard bonding	83,427		
Construction contingency	181,274		
Preconstruction contingency	120,849		
Escalation	181,274		
CM at Risk General Conditions	595,903		
CM fees	383,303		
Insurance & bonds	160,987		
Subtotal construction	7,666,053	7,834,370	7,834,370
Preconstruction fee allocated	-	-	55,524 x
Design fees	667,964	667,964	667,964
Survey & geotechnical	32,197	32,197	32,197
Special inspections & construction testing	85,000	85,000	85,000
FF&E	153,500	156,750	133,995 x
	8,604,714	8,776,281	8,809,050
Barnhill did not include builders risk	15,000	15,000	15,000
Owner costs	35,000	35,000	25,000 x
Sales tax refunds at 1%	(78,196)	(79,911)	(79,684) x
Fiber to building	72,000	72,000	72,000
Station alerting system	23,910	23,173	35,000 x
Card reader & security system	27,000	63,751	65,000 x
Water & other fees	-	-	15,430 x
Propane & other tanks	-	-	12,000 x
Interior & exterior signage	-	-	35,214 x
Network & other wiring	23,500	23,500	53,012 x
Dominion permanent power	35,000	35,000	35,000
Move fuel farm & pumps - County contrac	226,500	226,500	226,500
Owner's contingency @ 3%	258,141	263,288	242,567 x
	\$ 9,242,570	\$ 9,453,582	\$ 9,561,089
Over 30% CM estimate		\$ 211,012	\$ 318,519
Over 30% CM estimate - %		2.28%	3.45%
			\$ 107,507

Dare County 2022 & 2023 Projects  
 Station #4 - Southern Shores  
 60381/98734

2/15/2023

= estimate

8,758 Square Feet

	Barnhill 30% Design Estimate	Barnhill GMP & Approved 2/6/2023	Barnhill GMP & Requested 3/6/2023
Building demo/abatement	\$ 50,510		
Building renovations/new construction	4,322,109		
Sitework	349,632		
Subguard bonding	66,112		
Construction contingency	143,651		
Preconstruction contingency	95,767		
Escalation	143,651		
CM at Risk General Conditions	472,225		
CM fees	303,749		
Insurance & bonds	127,575		
Subtotal construction	6,074,981	7,342,647	7,342,647
Preconstruction fee allocated	-	-	52,039 x
Design fees	577,191	577,191	577,191
Survey & geotechnical	27,339	27,339	27,339
Special inspections & construction testin	50,000	50,000	50,000
FF&E	121,500	147,000	158,118 x
	6,851,011	8,144,177	8,207,334
Barnhill did not include builders risk	15,000	15,000	15,000
Owner costs	25,000	25,000	25,000
Sales tax refunds at 1%	(61,965)	(74,896)	(75,008) x
Station alerting system	25,711	25,465	35,000 x
Card reader/security system	27,000	57,397	50,000 x
Water & other fees	-	-	15,430 x
Propane & other tanks	-	-	10,000 x
Interior & exterior signage	-	-	31,549 x
Network & other wiring	23,500	23,500	70,112 x
Dominion permanent power	15,000	15,000	50,000 x
Southern Shores town storage building	-	91,565	91,565
Owner's contingency @ 3%	205,530	244,325	227,343 x
	\$ 7,125,788	\$ 8,566,533	\$ 8,753,325
Over 30% CM estimate		\$ 1,440,745	\$ 1,627,538
Over 30% CM estimate - %		20.22%	22.84%
			\$ 186,793

Dare County 2022 & 2023 Projects  
 Station #1 - Kill Devil Hills  
 61382/98734

2/16/2023

= estimate

36,000 Square Feet

	Barnhill 30% Design Estimate	Barnhill Prebid Estimate Update 1/18/2023	Barnhill GMP & Requested 3/6/2023	
Building demo/abatement	\$ 80,636	\$ 68,700	\$ 68,700	
Building renovations/new construction	13,051,336	15,298,846		
Sitework	2,106,860	1,997,740		
Subguard bonding	213,344	242,572		
Construction contingency	463,566	527,075		
Preconstruction contingency	309,043	312,854		
Escalation	463,566	469,282		
CM at Risk General Conditions	1,523,883	1,542,675		
CM fees	980,206	992,293		
Insurance & bonds	411,686	458,432		
Subtotal construction	19,604,126	21,910,469	20,612,812	x
Preconstruction fee allocated	-	-	146,086	x
Design fees	1,776,274	1,776,274	1,776,274	
Design fees - KDH	-	61,000	61,000	
Architect expenses	-	10,000	10,000	
Survey & geotechnical	39,401	39,401	39,401	
Special inspections & construction testin	100,000	100,000	100,000	
FF&E	392,083	438,209	666,818	x
	21,911,884	24,335,353	23,481,091	
Builders risk	30,000	30,000	-	x
Owner costs	50,000	50,000	35,000	x
Sales tax refunds at 1%	(199,962)	(223,487)	(212,796)	x
Station alerting system	48,897	48,233	176,466	x
Card reader & security system	50,000	90,536	290,536	x
Water fees and sewer impact fee	34,203	34,203	86,833	x
Propane & other tanks	-	-	12,000	x
Interior & exterior signage	-	-	65,897	x
Network & other wiring	50,000	50,000	49,940	x
Dominion permanent power	25,000	25,000	25,000	
Owner's contingency @ 3%	653,557	657,357	642,571	x
	\$22,653,578	\$25,097,195	\$24,652,538	
Over 30% CM estimate		\$ 2,443,617	\$ 1,998,959	
Over 30% CM estimate - %		10.79%	8.82%	
			\$ (444,657)	



800 Tiffany Blvd, Suite 200  
P O Box 7948  
Rocky Mount, NC 27804  
252-823-1021 Fax 252-977-7512  
[www.barnhillcontracting.com](http://www.barnhillcontracting.com)

February 15, 2023

To: Mr. Dustin Peele  
Dare County  
954 Marshall C. Collins Drive  
Manteo, NC 27948

Ref: Dare County – Kill Devil Hills EMS #1

Dear Mr. Peele,

We have completed bidding and scope reviews for EMS #1(Kill Devil Hills) project. We are pleased to notify you the bid results came in at \$21,281,629 which is \$560,140 under our final estimate.

Included with this letter, please find a bid summary with a cost variance and an alternate log for consideration. Please note, the \$21,281,629 proposed base contract price only includes the BDA alternate cost of work. The remaining alternates herein still need Dare County's final decision of acceptance or rejection. Upon final alternate selections, we will provide an Amendment to our current contract via AIA A133.

We have included the following allowances within our GMP:

- LVT Flooring Material: \$15,501.00
- Traffic Signal Control: \$50,000.00
- Builders Risk: \$63,845.00
- F&I Low Voltage (Design TBD): \$150,000.00

We have NOT included the following allowances in our GMP because we understand this is budgeted separately by Dare County:

- Permanent Power by Owner
- Propane Tank and Piping by Owner
- Water/Sewer Tap and Impact Fees by Owner
- Exterior fiber optics by Owner
- Cable TV by Owner
- Permanent dumpsters by Owner
- Radio System by Owner
- Alerting System by Owner
- Security and AV by Owner
- Furniture/Storage Racks/Lockers by Owner
- Appliances by Owner
- Tableware/Cookware/Linens/Towels by Owner
- TV and Mounts by Owner
- Fitness Equipment by Owner

- Laundry Equipment by Owner
- Oxygen Equipment by Owner
- Air compressor by Owner
- Signage by Owner

We appreciate the opportunity to provide Dare County with our GMP statement and if you have any questions, please feel free to contact me at (919)–710-9515.

Sincerely,



Joey Wilkins  
Director of Preconstruction  
Barnhill Contracting Company

Cc: File

Mr. John W. Smith – Vice President, Building Group - BCC  
Mr. Brad Martin - Director of Operations, Building Group – BCC  
Mr. Joey Wilkins – Director of Preconstruction, Building Group - BCC  
Mr. Arthur VanderAa – Senior Project Manager, Building Group - BCC



**TOTAL BID ESTIMATE VARIANCE**  
 February 15, 2023  
**Kill Devil Hills EMS 1 / Fire Station 14**  
 Dare County, NC

Bid Packages	Contractor	Contract Amount (Base Bid No Alt)	Estimate 1.18.23	Variance to Est
CM Reimbursible Allowance	Barnhill Contracting Company	\$ 30,000	\$ -	\$ 30,000
LVT Flooring Material Allowance	Barnhill Contracting Company	\$ 15,501	\$ -	\$ 15,501
OWNER ALLOWANCE - Traffic Control Allowance	Barnhill Contracting Company	\$ 50,000	\$ -	\$ 50,000
OWNER ALLOWANCE - Builders Risk(.3% Total Cost)	Barnhill Contracting Company	\$ 63,845	\$ -	\$ 63,845
OWNER ALLOWANCE - F&I Low Voltage Allowance	Barnhill Contracting Company	\$ 150,000	\$ -	\$ 150,000
OWNER ALLOWANCE - F&I Signage(Owner Provided)	Barnhill Contracting Company	\$ -	\$ 28,253	\$ (28,253)
BP100 - GENERAL TRADES	CB&H	\$ 249,600	\$ 269,010	\$ (19,410)
BP105 - FINAL CLEANING	CB&H	\$ 19,600	\$ 25,500	\$ (5,900)
BP390 - TURNKEY CONCRETE	Hatchell Concrete	\$ 603,960	\$ 636,292	\$ (32,332)
BP400 - TURNKEY MASONRY	Manning Masonry	\$ 1,418,000	\$ 965,325	\$ 452,675
BP500 - TURNKEY STRUCTURAL AND MISC.	North State Steel	\$ 362,589	\$ 281,270	\$ 81,319
BP505 - LIGHT GAUGE METAL TRUSSES	Lamp Metal Trusses	\$ 750,000	\$ 937,856	\$ (187,856)
BP740 - ROOFING	Grieme Roofing	\$ 1,030,000	\$ 1,148,816	\$ (118,816)
BP750 - EXTERIOR SIDING	Mueller Builders LLC	\$ 172,250	\$ -	\$ 172,250
BP790 - CAULKING AND WATERPROOFING	Foxhill	\$ 269,360	\$ 126,198	\$ 143,162
BP800 - TURNKEY DOORS/FRAMES/HARDWARE	East Coast Access	\$ 322,900	\$ 463,175	\$ (140,275)
BP833 - OVERHEAD DOORS	International Door Inc.	\$ 980,400	\$ 1,081,230	\$ (100,830)
BP840 - GLASS & GLAZING	A-1 Glass	\$ 470,632	\$ 375,101	\$ 95,531
BP925 - DRYWALL AND FRAMING	Precision Walls	\$ 1,706,265	\$ 1,736,210	\$ (29,945)
BP930 - CERAMIC TILE	Tilesetters of Raleigh	\$ 87,047	\$ 152,907	\$ (65,860)
BP960 - RESILIENT FLOORING / CARPET / BASE	Southeastern Interiors	\$ 299,470	\$ 270,240	\$ 29,230
BP980 - ACOUSTICAL CEILINGS	Southeastern Interiors	\$ 87,271	\$ 190,798	\$ (103,527)
BP990 - PAINTING AND WALLCOVERINGS	E. Caligari & Son	\$ 135,240	\$ 186,500	\$ (51,260)
BP1005 -TOILET SPECIALTIES / ACCESSORIES	Martin Architectural Products	\$ 24,000	\$ 45,000	\$ (21,000)
BP1230 - FINISH CARPENTRY AND CASEWORK	Basepoint	\$ 124,880	\$ 149,025	\$ (24,145)
BP1250 - WINDOW TREATMENT	Commonwealth Blinds & Shades	\$ 19,377	\$ 26,817	\$ (7,440)
BP2100 - FIRE PROTECTION	J&D Sprinkler	\$ 198,300	\$ 188,744	\$ 9,556
BP2200 - PLUMBING	ZBZ & Associates Inc.	\$ 620,000	\$ 1,019,054	\$ (399,054)
BP2300 - HVAC SYSTEMS	ZBZ & Associates	\$ 1,470,000	\$ 2,079,176	\$ (609,176)
BP2600 - TURNKEY ELECTRICAL	Pitt Electric	\$ 2,635,000	\$ 2,066,347	\$ 568,653
BP3100 - TURNKEY SITE	Fred Smith Company	\$ 2,040,000	\$ 1,762,934	\$ 277,066
BP3213 - SITE CONCRETE	Hatchell Concrete	\$ 523,920	\$ 988,158	\$ (464,238)
BP3290 - LANDSCAPING	Twin Oaks Nursery	\$ 564,806	\$ 96,649	\$ 468,157
<b>Bid Day Total</b>		<b>\$ 17,494,213</b>	<b>\$ 17,296,585</b>	<b>\$ 197,628</b>
Construction Contingency		\$ 524,826	\$ 527,075	\$ (2,249)
Project Subguard		\$ 244,919	\$ 242,572	\$ 2,347
Preconstruction Contingency		\$ -	\$ 312,855	\$ (312,855)
Escalation		\$ -	\$ 469,282	\$ (469,282)
<b>Total Cost of Work Total</b>		<b>\$ 18,263,958</b>	<b>\$ 18,848,369</b>	<b>\$ (584,411)</b>
CM Bonds/Insurance		\$ 446,914	\$ 458,432	\$ (11,518)
CM General Conditions		\$ 1,506,675	\$ 1,542,675	\$ (36,000)
CM Fee		\$ 1,064,081	\$ 992,293	\$ 71,788
<b>Project Grand Total</b>		<b>\$ 21,281,629</b>	<b>\$ 21,841,769</b>	<b>\$ (560,140)</b>

sqft 35,500



**FINAL GMP ALTERNATES SUMMARY**

February 15, 2023

Kill Devil Hills EMS 1 / Fire Station 14

Dare County, NC

Alternate No.	Alternate Description	Packages Affected	Alternate Total	Status (A/R)	Oakley Collier Recommendation
G-1	Building Wrap	BP790, BP925	\$ 36,239.54		No
G-2	HM Doors ilo Fiberglass Doors	BP800	\$ (15,525.00)		Yes
G-3	Four-Fold Doors	BP833	\$ (581,210.00)		Yes
G-4	Storefront Finish	BP840	\$ -		
G-5	Exterior Wall Furring	BP925, BP2600, BP990	\$ (72,082.00)		Yes
PB1-A	King Hardware	BP800, BP840	\$ -		
PB1-B	Mechanical Locks and Latching Devised	BP800, BP840	\$ -		
PB1-C	Auxiliary Locks	BP800, BP840	\$ -		
<b>Alternates Bid Day Subtotal</b>			<b>\$ (632,577.47)</b>		
<b>ACCEPTED Alternates Subtotal</b>					

- \$668,817  
Deduct



## Oakley Collier & Associates Kill Devil Hills Value Engineering Recommendations

1. G-1 – Building Wrap. Base bid was to use a Fluid Applied Air Barrier System on the building exterior walls. This alternate was to change this system to a single ply building wrap "Tyvek" style system. – **ADD: \$36,239.54 OCA does not recommend accepting this alternate. There is no economic benefit to the owner nor the facility.**
2. G-2 – Hollow Metal Doors instead of Fiberglass Doors. Base bid was to use Fiberglass Doors and frames at the exterior personnel entrances. This alternate is to change to Painted Hollow Metal Doors and Frames at these locations. – **DEDUCT: \$15,525.00 OCA recommends accepting this alternate. The overall life expectancy of the Metal doors is slightly shorter than the Fiberglass doors if routine maintenance is performed. The fiberglass doors also have metal hinges that would require maintenance.**
3. G-3 – Overhead Rollup Doors instead of Four-Fold Doors for Bays. Base bid was to provide Four-Fold Doors at the bay door areas. Alternate price is to use aluminum sectional overhead doors at the same locations. – **DEDUCT: \$581,210.00 OCA recommends accepting this alternate. There has been issues in the past with overhead doors when emergency vehicles attempt to leave the bay before the doors have fully opened. The folding doors do have a rapid opening time and are more visible for the exiting vehicle.**  
However:
  - The overhead doors have basically the same life expectancy as the folding doors.
  - The doors are all powered by the emergency generator. The process of opening one manually is more difficult with the overhead door due to the weight but can be done.
  - The doors are full glass like the four-fold doors and the aluminum frame insulation is the same.
  - An exit light alert system can be added to the overhead doors.
  - The doors all have the same master openers that Dare County currently uses.
  - The doors can be added to the alert system if desired. This would allow the doors to all open when the station is alerted. This is not currently in the Locution system but the capability exists.
  - The overhead door opens in 14 seconds versus 7 seconds for the four-fold door.
  - Remote door openers are located at the exit point from the living area of the station.
  - The doors should be fully deployed by the time staff gets in the truck unless they forget to hit the button.
4. G-5 – Exterior Wall Furring. Base bid was to provide metal wall furring and painted drywall at the interior face of the exterior wall locations throughout the building. This alternate is to remove the furring and drywall and paint the interior face of the CMU exterior walls. This change would not affect the structural integrity of the exterior walls. – **DEDUCT: \$72,082.00 OCA recommends accepting this alternate. This change would remove the drywall on the interior side of the exterior walls. The exposed finish surface would be painted concrete block. While the drywall provides a more finished appearance, the block offers greater durability.**

### Oakley Collier & Associates Value Engineering Recommendations Explanation for DMF and Southern Shores

The change from gravel under the floor slabs to sand is recommended. This change has been reviewed by the Geotechnical Engineer and the Structural Engineer for the projects and they have no reservations about the change. The sand will be placed and compacted as per the structural engineer's design criteria. The sand is also covered with a high-performance vapor barrier with all seams taped and sealed.

**County of Dare, North Carolina  
Capital Project Ordinance  
for  
Series 2023A LOBs**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, for the Series 2023A LOBs, (formerly 2022C) originally adopted on 9/7/2021 and amended on 1/18/2022, 7/18/2022, 1/3/2023 and 2/6/2023, is hereby amended:

Section 1 This amendment is to eliminate the remaining original project budgets in Phase 1 and establish the project budget with the guaranteed maximum price for the Dare EMS & Kill Devil Hills Fire Station (#1), to amend the budgets for the Dare MedFlight (#7) and Southern Shores EMS (#4) stations, and to budget for bond costs of issuance.

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

Section 3 The following existing appropriations are reduced by the amounts indicated:

EMS Facilities – architectural services	615531-710900-60360	\$1,837,274	decrease
EMS Facilities – architect expenses	615531-710912-60360	\$10,000	decrease
EMS Facilities – surveys & geotechnical	615531-710101-60360	\$39,401	decrease
EMS Facilities – CM preconstruction fee	615531-737500-60360	\$40,584	decrease

Section 4 The following revenues are anticipated to be available to complete the projects are increased as indicated:

Debt Proceeds S2022C LOBs	613090-470318-98734	\$18,758,926	increase
Reoffering premium	613090-471005-98734	\$4,637,246	increase

Section 5 The following appropriations for **Dare MedFlight Station #7** are changed as indicated:

FF&E	615535-737406-60380	(\$22,755)	decrease
Station alerting & card security systems	615535-737409-60380	\$42,588	increase
Owner’s costs	615535-737002-60380	(\$10,000)	decrease
Owner’s contingency	615535-750000-60380	(\$20,721)	decrease
Sales tax refunds	615535-737001-60380	\$227	increase
Water, sewer & other fees	615535-750001-60380	\$15,430	increase
Propane & other	615535-737509-60380	\$12,000	increase
Signage	615535-757451-60380	\$35,214	increase
Preconstruction fee allocated	615535-737500-60380	\$55,524	increase

Section 6 The following appropriations for **Southern Shores Station #7** are changed as indicated:

FF&E	615531-737406-60381	\$11,118	increase
Station alerting & card security systems	615531-737409-60381	\$48,750	increase
Utilities installation	615531-737517-60381	\$35,000	increase
Owner’s contingency	615531-750000-60381	(\$16,982)	decrease
Sales tax refunds	615531-737001-60381	(\$112)	decrease
Water, sewer & other fees	615531-750001-60381	\$15,430	increase
Propane & other	615531-737509-60381	\$10,000	increase
Signage	615531-757451-60381	\$31,549	increase
Preconstruction fee allocated	615531-737500-60381	\$52,039	increase

Section 7 The following amounts are appropriated for **Kill Devil Hills Station #1**:

Architectural services	615531-710900-60382	\$1,837,274
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Architect expense	615531-710912-60382	\$10,000
Surveys & geotechnical	615531-710101-60382	\$39,401
Inspections & construction testing	615531-710911-60382	\$100,000
FF&E	615531-737406-60382	\$666,818
Wiring, station alerting, card security systems	615531-737409-60382	\$516,942
Utilities installation	615531-737517-60382	\$25,000
Owner's costs	615531-737002-60382	\$35,000
Owner's contingency	615531-750000-60382	\$642,571
GMP – guaranteed maximum price	615531-737504-60382	\$20,612,812
Sales tax refunds	615531-737001-60382	(\$212,796)
Water, sewer & other fees	615531-750001-60382	\$86,833
Propane & other	615531-737509-60382	\$12,000
Signage	615531-757451-60382	\$65,897
Preconstruction fee allocated	615531-737500-60382	\$146,086

Section 8 The following amounts are appropriated for costs of issuance, underwriter's discount (\$6 per bond), and additional proceeds (rounding):

Costs of issuance, underwriter's discount, etc..	615490-545300-98734	\$445,294
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Section 9 The legal level of budget control for EMS Phase 1, #'s 60380, 60381, and 60382, is the total budgeted for all projects. Per the bond documents, to close in May 2023, all borrowed funds and non-arbitrage interest earnings may be used for any Phase 1 project or for EMS Phase 2 projects. Per the annual budget ordinance, the County Manager is authorized to execute change orders and/or amendments to construction contracts in amounts up to \$50,000, and to amend the related capital project ordinance using the project or owner's contingency or budget amounts available from other project line items. For EMS Phase 1 projects that authority is extended to budget movement between projects/project numbers.

Section 10 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

Section 11 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, and to the Clerk to the Board of Commissioners.

Adopted this 6<sup>th</sup> day of March, 2023.

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

COPY

\_\_\_\_\_  
Cheryl Anby, Clerk to the Board of Commissioners

[SEAL]

# AIA<sup>®</sup> Document A133<sup>®</sup> – 2019 Exhibit A

## **Guaranteed Maximum Price Amendment**

This Amendment dated the 28th day of February in the year 2023, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 28th day of February in the year 2023 (the "Agreement")  
(In words, indicate day, month, and year.)

for the following PROJECT:  
(Name and address or location)

Dare County EMS Stations (EMS Station 1 / Fire Station 14 Kill Devil Hills)  
1630 North Croatan Hwy  
Kill Devil Hills, NC 27948

**THE OWNER:**  
(Name, legal status, and address)

Dare County  
954 Marshall C. Collins Drive  
Manteo, NC 27948

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

Barnhill Contracting Company  
800 Tiffany Blvd., Suite 200  
Rocky Mount, NC 27804

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirty-Six Million, Two Hundred Ninety-Seven Thousand, One Hundred Eighty-One

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1197097585)

Dollars (\$ 36,297,181.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

Contract Total Includes the Following Cost:

1. Preconstruction Contract - \$507,298.00
2. EMS Station 4 (Southern Shores) and EMS Station 7 (Med Flight) – GMP Summary \$15,177,071.00
3. EMS Station 1 / Fire Station 14 Kill Devil Hills – GMP Summary \$20,612,812.00

\*\*\* Any Changes made to how payment is received must be done via official change order. Payment for Pay Application #1 will be issued by Dare County to Barnhill Contracting Company via check. Payment for remaining apps will be issued by ACH.\*\*\*

\*\*\* Due to the project locations, the CM shall vet out costs associated with Builder’s Risk and reconcile these costs with the owner via change order to the GMP once formal quotations have been received\*\*\*

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Attached KDH GMP Statement Dated 2.27.23

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
1. Alternate P-1 A,B,C – Best Hardware	\$0.00
2. Alternate CMR-1 – BDA System	\$81,000.00
3. Alternate G-2 – Provide HM Doors in Lieu of Fiberglass Doors	-\$15,525.00
4. Alternate G-3 – Provide hurricane rated, impact resistant full glass aluminum overhead sectional doors in lieu of Four-Fold Overhead Doors	-\$581,210.00
5. Alternate G-5 – Deletion of interior furring and gypsum board finish at wall type: E1, E3 and E9.	-\$72,082.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
1. Alternate G-1 – Provide and install Tyvek building wrap in lieu of fluid applied air barrier	\$36,239.54	

Int.

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
BP2600		
1. Transformer Feeder	LF	\$456.00
2. Generator Feeder and Control Wiring	LF	\$456.00
BP390		
1. 1. Undercut / Trench Excavation	CY	\$30.00
2. Demo and Dispose of Undercut / Trench Excavation	CY	\$30.00
BP3100		
3. Undercut / Trench Excavation	CY	\$160.00
4. Demo and Dispose of Undercut / Trench Excavation	CY	\$60.00
1.		
BP3213		
1. Demo and Dispose of Damaged Sidewalk	SF	\$8.00

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

April 2023 (Pending Permit Approvals)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than ( 425 ) calendar days from the date of commencement of the Work. Pending Permit Approvals

By the following date:

Other identifying information:

(Paragraph deleted)  
 (Table deleted)  
 (Paragraphs deleted)  
 (Table deleted)  
 (Paragraphs deleted)  
 (Table deleted)  
 (Paragraphs deleted)  
 (Table deleted)  
 (Paragraphs deleted)  
 (Table deleted)  
 (Paragraph deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
 (Identify each allowance.)

Item	Price
BP3100	
1. Trench Excavation – 100CY	\$16,000.00
2. Open Excavation – 650CY	\$39,000.00
3. Liquid Asphalt Escalation	\$5,000.00
BP390	
1. Trench Excavation – 50CY	\$1,500.00

(Paragraphs deleted)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
 (List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Dare County KDH Bid Manual (Includes Drawings and Specification Log) – 1/9/23,  
 Addendum #1 – 1/12/23,  
 Addendum #2 – 1/19/23,  
 Addendum #3 – 1/24/23,

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
 OWNER (Signature)

\_\_\_\_\_  
 (Printed name and title)

\_\_\_\_\_  
 CONSTRUCTION MANAGER (Signature)

John Smith Jr. Vice President Building Group  
 \_\_\_\_\_  
 (Printed name and title)

Init.

## **Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:33:37 ET on 02/27/2023.

### **PAGE 1**

This Amendment dated the 28th day of February in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 28th day of February in the year 2023 (the "Agreement")

...

Dare County EMS Stations (EMS Station 1 / Fire Station 14 Kill Devil Hills)  
1630 North Croatan Hwy  
Kill Devil Hills, NC 27948

...

Dare County  
954 Marshall C. Collins Drive  
Manteo, NC 27948

...

Barnhill Contracting Company  
800 Tiffany Blvd., Suite 200  
Rocky Mount, NC 27804

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirty-Six Million, Two Hundred Ninety-Seven Thousand, One Hundred Eighty-One Dollars (\$ 36,297,181.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

#### Contract Total Includes the Following Cost:

1. Preconstruction Contract - \$507,298.00
2. EMS Station 4 (Southern Shores) and EMS Station 7 (Med Flight) – GMP Summary \$15,177,071.00
3. EMS Station 1 / Fire Station 14 Kill Devil Hills – GMP Summary \$20,612,812.00

\*\*\* Any Changes made to how payment is received must be done via official change order. Payment for Pay Application #1 will be issued by Dare County to Barnhill Contracting Company via check. Payment for remaining apps will be issued by ACH.\*\*\*

\*\*\* Due to the project locations, the CM shall vet out costs associated with Builder's Risk and reconcile these costs with the owner via change order to the GMP once formal quotations have been received\*\*\*

### **PAGE 2**

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User Notes:

(1197097585)



See Attached KDH GMP Statement Dated 2.27.23

...

- 1. Alternate P-1 A,B,C – Best Hardware \$0.00
- 2. Alternate CMR-1 – BDA System \$81,000.00
- 3. Alternate G-2 – Provide HM Doors in Lieu of Fiberglass Doors -\$15,525.00
- 4. Alternate G-3 – Provide hurricane rated, impact resistant full glass aluminum overhead sectional doors in lieu of Four-Fold Overhead Doors -\$581,210.00
- 5. Alternate G-5 – Deletion of interior furring and gypsum board finish at wall type: E1, E3 and E9. -\$72,082.00

...

- 1. Alternate G-1 – Provide and install Tyvek building wrap in lieu of fluid applied air barrier \$36,239.54

PAGE 3

BP2600

- 1. Transformer Feeder LF \$456.00
- 2. Generator Feeder and Control Wiring LF \$456.00

BP390

- 1. 1. Undercut / Trench Excavation CY \$30.00
- 2. Demo and Dispose of Undercut / Trench Excavation CY \$30.00

BP3100

- 3. Undercut / Trench Excavation CY \$160.00
- 4. Demo and Dispose of Undercut / Trench Excavation CY \$60.00

1.

BP3213

- 1. Demo and Dispose of Damaged Sidewalk SF \$8.00

...

[ X ] Established as follows:

...

April 2023 (Pending Permit Approvals)

...

[ X ] Not later than ( 425 ) calendar days from the date of commencement of the Work. Pending Permit Approvals

[ ] By the following date:

Other identifying information:

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 User Notes: (1197097585)

~~§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:~~

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

~~§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.~~

**ARTICLE A.3 — INFORMATION UPON WHICH AMENDMENT IS BASED**

~~§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:~~

~~§ A.3.1.1 The following Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
----------	-------	------	-------

~~§ A.3.1.2 The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)~~

Section	Title	Date	Pages
---------	-------	------	-------

~~§ A.3.1.3 The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)~~

Number	Title	Date
--------	-------	------

~~§ A.3.1.4 The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)~~

Title	Date	Pages
-------	------	-------

Other identifying information:

**PAGE 4**

<u>BP3100</u>		
1.	Trench Excavation – 100CY	\$16,000.00
2.	Open Excavation – 650CY	\$39,000.00
3.	Liquid Asphalt Escalation	\$5,000.00
<u>BP390</u>		
1.	Trench Excavation – 50CY	\$1,500.00

~~§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)~~

...

Dare County KDH Bid Manual (Includes Drawings and Specification Log) – 1/9/23,  
Addendum #1 – 1/12/23,  
Addendum #2 – 1/19/23,  
Addendum #3 – 1/24/23,

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
*OWNER (Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*OWNER (Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*CONSTRUCTION MANAGER (Signature)*

John Smith Jr. Vice President Building Group  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*CONSTRUCTION MANAGER (Signature)*

\_\_\_\_\_  
*(Printed name and title)*

**ARTICLE A.4 — CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

~~§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:~~

~~(List name, discipline, address, and other information.)~~

This Amendment to the Agreement entered into as of the day and year first written above.

## **Certification of Document's Authenticity**

*AIA® Document D401™ – 2003*

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:33:37 ET on 02/27/2023 under Order No. 2114281398 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



***Resolutions Approving Financing Terms:  
\$1,823,834 for three years at 3.75% for vehicles and equipment  
\$2,265,094 for five years at 3.75% for Public Works equipment***

**Description**

On February 17, 2023, Finance received proposals for financing in the amount of \$1,823,834 for the acquisition of County vehicles and equipment as approved in the fiscal year 2022-2023 operating budget and for financing in the amount of \$2,265,094 for the acquisition of Public Works equipment as approved in the fiscal year 2022-2023 operating budget and capital improvements plan. Proposals were received from seven financial institutions. The lowest total cost proposal for each financing was submitted by Truist Bank. A proposal summary is attached.

**Board Action Requested**

Adopt the attached resolutions to award the financings to Truist Bank and authorize the County Manager and Finance staff to execute all necessary financing documents.

**Item Presenter**

David Clawson

**Resolution Approving Financing Terms**

**WHEREAS:** The County of Dare (“Borrower”) has previously determined to undertake a project for the financing of an installment financing agreement (the “Project”), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated February 16, 2023. The amount financed shall not exceed \$1,823,834.00 the quarterly interest rate (in the absence of default or change in tax status) shall not exceed 3.75% and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document’s final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower’s official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower’s general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 6th day of March, 2023

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

Title: Clerk to the Board of Commissioners

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

Title: Chairman, Board of Commissioners

SEAL

**Resolution Approving Financing Terms**

**WHEREAS:** The County of Dare, NC (“Borrower”) has previously determined to undertake a project for the financing of an installment financing agreement (the “Project”), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated February 16, 2023. The amount financed shall not exceed \$2,265,094.00 the semi-annual interest rate (in the absence of default or change in tax status) shall not exceed 3.75% and the financing term shall not exceed five (5) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document’s final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower’s official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower’s general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 6th day of March, 2023

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

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

Title: Clerk to the Board of Commissioners

Title: Chairman, Board of Commissioners

SEAL

County of Dare- RFP-2023 Proposal Summary

Project: 2023 Equipment \$1,823,834

Bank	Rate	Payment Amount	Total Cost of Loan	Final Maturity	Fees	Prepayment	Notes:
Banc of America Public Capital Corp	4.1047%	\$ 162,313.56	\$ 1,947,762.72	3/20/2026	\$ -	At par on any payment date after 1/2 term has elapsed	
BankFunding LLC	4.5900%	\$ 163,559.49	\$ 1,962,713.88	3/20/2026	\$ -	101% of remaining balance after first anniversary	
Baystone Government Finance	5.0100%	\$ 164,642.00	\$ 1,975,704.00	3/20/2026	\$ -	Payable anytime without penalty	
Huntington Public Capital Corp	4.9100%	\$ 213,589.20	\$ 1,922,302.80	4/20/2025	NTE \$3,000	102% before 10/20/2023; 101% before Oct 2024; 100% after 10/1/2024	Only 9 quarterly payments; RFP specified 12
PNC Bank	4.5300%				\$5,000-\$7,500	"Cost of Prepayment" may be applied	Amortization schedule not provided
Signature Public Funding Corp	5.1780%	\$ 165,076.10	\$ 1,980,913.17	3/20/2026	\$ -	101% of par	
Truist Bank	3.7500%	\$ 148,746.79	\$ 1,933,708.25	4/20/2026	\$ 5,900	Noncallable	
Truist Bank	4.7500%	\$ 151,041.14	\$ 1,963,534.86	4/20/2026	\$ 5,900	Prepayable without penalty anytime	

Project: 2023 Public Works Equipment \$2,265,094

Bank	Rate	Payment Amount	Total Cost of Loan	Final Maturity	Fees	Prepayment	Notes:
Banc of America Public Capital Corp	3.8494%	\$ 248,801.09	\$ 2,488,010.90	12/20/2027	\$ -	At par on any payment date after 1/2 term has elapsed	
BankFunding LLC	4.2600%	\$ 251,235.79	\$ 2,512,357.90	12/20/2027	\$ -	101% of remaining balance after first anniversary	
Baystone Government Finance	4.8800%	\$ 255,000.68	\$ 2,550,006.80	12/20/2027	\$ -	Payable anytime without penalty	
PNC Bank	4.6300%				\$5,000-\$7,500	"Cost of Prepayment" may be applied	Amortization schedule not provided
Signature Public Funding Corp	5.1020%	\$ 256,261.89	\$ 2,562,618.91	12/20/2027	\$ -	101% of par	
Truist Bank	3.7500%	\$ 248,213.30	\$ 2,482,133.00	12/20/2027	\$ -	Noncallable	
Truist Bank	4.7500%	\$ 254,155.29	\$ 2,541,552.93	12/20/2027	\$ -	Prepayable without penalty anytime	





*Capital Project Ordinance Amendment to Close 2016 Buxton Beach Nourishment Capital Project*

**Description**

The following amendment to the capital project ordinance for the 2016 Buxton beach nourishment project allows for the project to be closed on the County's books. The project ordinance was kept open to serve as the budget source for the five years of required project monitoring.

During that period interest income was earned and \$221,825 is available to transfer to the Beach Nourishment Fund to increase funds available for future projects. Arbitrage calculations have been completed and there is no liability.

**Board Action Requested**

Adopt the amendment to the capital project ordinance.

**Item Presenter**

David Clawson, Finance Director

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

**for  
Beach Nourishment Project for Buxton**

BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, originally adopted on May 16, 2016, is hereby amended:

Section 1        The project was the 2016 beach nourishment project for Buxton and this amendment is to establish a budget to transfer eligible investment income from the project proceeds to the County beach nourishment fund. The 2016 project was under budget and those amounts were used for the 2022 project.

Section 2        The following budget shall be conducted within the Capital Projects Funds (#61) for the beach nourishment project. The project numbers are 60325 for Buxton beach nourishment and 98722 for the Series 2016B LOBs.

Section 3        The following amounts are additionally appropriated for the school project:

Transfer to Beach Nourishment Fund	615490-592200-98722	\$221,825
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Section 4        The following revenues are additionally anticipated to be available for the project:

Investment income	613090-450100-98722	\$221,825
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Section 5        The Finance Officer is directed to report, on a monthly basis, as a part of the normal monthly financial reporting process currently in place, the financial status of the project.

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

Adopted this 6<sup>th</sup> day of March 2023.

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

[SEAL]

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



*Dare County Schools Budget Amendment and Amendment to CIP Capital Project Ordinance for FFHS Cooling Tower and CHSS Air Handler*

**Description**

The 2023 CIP contained \$800,000 for the replacement of a cooling tower at FFHS and an air handler at CHSS. After DCS procurement the total price is \$1,158,000, \$358,000 over budget. The County's CIF Model and budget did not include a draw from the State Lottery Fund for this fiscal year. It is recommended to draw the additional \$358,000 from the Lottery Fund and use to complete these projects. The estimated Lottery Fund balance at June 30, after this draw, is \$371,979.

**Board Action Requested**

Adopt the budget amendment for the Capital Investment Fund and the amendment to the capital project ordinance for the capital improvements plan.

**Item Presenter**

David Clawson, Finance Director

**County of Dare, North Carolina**  
**Lottery Money**

Tuesday, February 07, 2023

Version 11.4c

Growth Assumptions	
Lottery	0.50%
Interest	1.25%
Draw increment	\$ -

FY Ending	Actual		County estimate		State estimate	
	Beginning Balance	Lottery Revenue	Interest	Withdrawals	Ending Balance	
June-19	\$ 123,556	\$ 278,011	\$ 4,591	\$ 300,000	\$ 106,158	
June-20	\$ 106,158	\$ 387,820	\$ 6,183	\$ 325,000	\$ 175,161	
June-21	\$ 175,161	\$ 496,642	\$ 1,319	\$ 325,000	\$ 348,122	
June-22	\$ 348,122	\$ 337,209	\$ 925	\$ 300,000	\$ 386,256	
June-23	\$ 386,256	\$ 338,895	\$ 4,828	\$ 358,000	\$ 371,979	
June-24	\$ 371,979	\$ 340,590	\$ 4,650	\$ -	\$ 717,219	
June-25	\$ 717,219	\$ 342,292	\$ 8,965	\$ -	\$ 1,068,476	
June-26	\$ 1,068,476	\$ 344,004	\$ 13,356	\$ -	\$ 1,425,836	
June-27	\$ 1,425,836	\$ 345,724	\$ 17,823	\$ -	\$ 1,789,383	
June-28	\$ 1,789,383	\$ 347,453	\$ 22,367	\$ -	\$ 2,159,203	

→ did application for \$325,000, instead of \$350k  
 → did application for \$300,000, instead of \$325k

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Capital Investment Fund					
<u>Revenues:</u>					
Lottery Money	113025	422005		\$358,000	
<u>Expenditures:</u>					
Transfer to School Capital Projects Fund	114925	596300	98430	\$358,000	

Explanation:

FFHS cooling tower and CHSS air handler replacements.

**Approved by:**

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

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

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

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

*Finance only:*

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

**County of Dare, North Carolina  
Capital Project Ordinance - Schools  
for  
Fiscal Year 2023 Projects in the Adopted Capital Improvements Plan**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, originally adopted on May 16, 2022, is hereby amended:

Section 1 This ordinance is to increase the budget for the Dare County Schools CIP in order to perform replacement of a cooling tower at FFHS and an air handler at CHSS.

Section 2 The following budget shall be conducted within the School Capital Projects Fund (fund #63).

Section 3 The following amounts are additionally appropriated for the projects:

DCS Capital Improvements Plan	635675-711500-71023	\$358,000
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Section 4 The following revenues are additionally anticipated to be available to complete the projects:

Transfers from Capital Investment Fund FY 2023	633090-491100-71023	\$358,000
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Section 5 The Finance Officer is directed to report the financial status of the project as a part of the normal monthly reporting process.

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

Adopted this 6<sup>th</sup> day of March, 2023.

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

[SEAL]

\_\_\_\_\_  
Cheryl Anby, Clerk to the Board of Commissioners



*Lease - TowneBank to Dare County*

**Description**

TowneBank to lease to Dare County approximately 4,047 total square feet (second floor) of its building located at 6 Juniper Trail, Southern Shores, North Carolina.

**Board Action Requested**

Approve attached lease and authorize the County Manager to execute lease.

**Item Presenter**

Robert Outten, County Manager

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is made and entered into as of the \_\_<sup>th</sup> day of March , 2023, by and between **TOWNEBANK**, a Virginia corporation (“Landlord”), and **Dare County**, (“Tenant”).

### RECITALS

A. Landlord is the owner of certain real property and related improvements located at 6 Juniper Trail, Southern Shores, North Carolina consisting of approximately 4,047 total square feet (the “Property”).

B. Landlord has agreed to lease to Tenant, and Tenant has agreed to lease in as-is condition from Landlord, a portion of the Property consisting of the entire 2<sup>nd</sup> floor and exterior stairways (the “Office Space”), together with the permitted use of the Common Area, as defined later herein (collectively, the “Premises”), as further described on Exhibit A attached hereto and incorporated herein by reference.

**NOW THEREFORE**, in consideration of the rents hereinafter agreed to be paid and in consideration of the mutual covenants and agreements hereinafter recited, the parties hereby agree as follows:

### AGREEMENT

1. GRANT OF LEASE; TERM; TERMINATION. Landlord does hereby lease to Tenant and Tenant does hereby lease and take as tenant from Landlord the Premises, TO HAVE AND TO HOLD the Premises unto Tenant upon the terms and conditions set forth in this Lease. Unless sooner terminated in accordance with the terms hereof, the term of this Lease shall be one (1) year beginning on March 6, 2023 (“Commencement Date”) and ending at 11:59 P.M. (Eastern Time) on March 5, 2024; provided, Tenant may at its option terminate this Lease with or without cause prior to the expiration of the term of this Lease by giving Landlord ten (10) days’ prior written notice; provided, further, Landlord may at its option terminate this Lease with or without cause prior to the expiration of the term of this Lease by giving Tenant one hundred twenty (120) days’ prior written notice. Following termination, neither party shall have any continuing obligation to the other party, except for such obligations, duties or liabilities that by the terms of this Lease survive the expiration or termination of this Lease (including, without limitation, Tenant’s obligation to pay all due but unpaid Rent).

2. RENT. The term “Rent” shall be defined as “Base Rent” and “Additional Rent” as set forth below:

(a) Base Rent. Tenant shall pay to Landlord base rent (“Base Rent”) in the amount of One Dollar and 00/100 Dollars (\$1.00).

(b) Additional Rent. All sums of money and other payments to be made by Tenant pursuant to this Lease other than Base Rent (“Additional Rent”).

(c) Payment. Tenant shall pay all Rent to Landlord at the address Landlord set forth in Section 18 of this Lease without Landlord making any demand; provided



however, Landlord shall forward Tenant such invoices for Additional Rent (where applicable), in which case Additional Rent shall be due and payable to Landlord within thirty (30) days of such invoice.

3. POSSESSION; "AS IS" PREMISES. Possession of the Premises shall be delivered upon execution of this Lease. Landlord shall not be responsible for any upfit or alterations to the Premises in connection with Tenant's use hereunder. If Tenant desires to make any alterations or improvements to the Premises, it shall do so at its own expense and it shall first obtain Landlord's prior written approval to the plans and the contractor in connection therewith, which approval may be withheld in Landlord's sole discretion. TENANT ACCEPTS THE PREMISES IN ITS "AS IS" CONDITION.

4. DEFAULT. The occurrence of one or more of the following events (herein called "Events of Default") shall constitute a default by Tenant:

(a) If Tenant fails to pay Additional Rent within sixty (60) days of receipt of an invoice for such Additional Rent due;

(b) If Tenant fails to provide Landlord with a copy of insurance policies or certificates of insurance as provided in Section 14(a);

(c) If Tenant fails to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice thereof has been given to Tenant.

5. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT. Landlord shall have the following remedies if Tenant commits an Event of Default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or equity.

(a) Landlord shall have the right to terminate this Lease and Tenant's rights to possession and use of the Premises and to reenter the Premises, and Landlord shall have the right to pursue its remedies at law or in equity to recover of Tenant all amounts of Additional Rent then due or thereafter and other damages as are caused by Tenant's default.

No course of dealing between Landlord and Tenant or any delay on the part of Landlord in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of Landlord hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Landlord's remedies hereunder are cumulative.

6. END OF TERM, HOLDING OVER. Upon the expiration of the term or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, broom clean, in as good an order and condition as existed at the beginning of the term of this Lease, ordinary wear and tear excepted, and Tenant shall remove from the Premises all of its property.

7. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises or any part thereof to any non-affiliate without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Consent by Landlord to one assignment or subletting shall not operate as a waiver as to future assignments or subleases. If this Lease shall be assigned or the Premises or any portion thereof sublet by Tenant at a rental that exceeds all rentals to be paid to Landlord hereunder then and in such event any such excess shall be paid to Landlord.

8. UTILITIES AND OTHER SERVICES.

(a) From and after the Commencement Date, Tenant covenants and agrees to pay directly to the Landlord as Additional Rent, charges and rates for all utility services related to Tenant's use of the Office Space and pro-rated assessments for the Common Area, including, without limitation, gas, electricity, water, sewer, telephone and the like, including all utilities necessary for heating and air conditioning for the Office Space and Tenant's pro-rated use of the Common Area.

(b) Tenant shall be solely responsible for any janitorial, trash or garbage services and for all other services required by Tenant in connection with its use of the Office Space.

(c) Landlord shall have no liability to Tenant for disruption, interruption or curtailment of any utility service to the Premises regardless of cause, and in no event shall such disruption, interruption or curtailment constitute constructive eviction or entitle Tenant to an abatement of Rent or other charges.

9. PROPERTY TAXES AND ASSESSMENTS. Tenant shall pay and discharge all taxes, assessments, impositions, levies, charges, excises, fees, licenses and other sums levied, assessed, charged, or imposed by any governmental authority or other taxing authority, or which accrue on Tenant's inventory, equipment, trade fixtures, leasehold improvements and other personal property located in the Premises ("Tax Rent"). Tenant shall have no responsibility for payment of real property taxes, levied or assessed, and which become payable on the Office Space ("Real Estate Taxes"), all of which shall be considered part of Base Rent.

10. RESPONSIBILITY FOR REPAIRS AND MAINTENANCE.

(a) Tenant, at its sole cost and expense, throughout the term of this Lease, covenants and agrees to take good care of the Premises and all improvements, fixtures, and systems located thereon, and shall keep the same in good order, condition and repair, and safe for human occupancy and use. Tenant shall make and perform all maintenance, repairs and replacements of and to the Office Space including, without limitation, exterior stairways, interior painting, heating, ventilating and air conditioning for the Office Space. When used in this Section 10, "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be at least equal in quality and cost to the original work and shall be made by Tenant in accordance with all laws, ordinances and regulations, whether heretofore or hereafter enacted. The necessity for or adequacy of maintenance and repairs shall be measured by the standards which are appropriate for improvements of similar construction and class, provided that Tenant shall in any event make all repairs necessary to avoid any structural damage or other damage or injury to the Office Space.

(b) Tenant, at its own cost and expense, covenants and agrees to enter into regularly scheduled preventive maintenance and service contracts with maintenance contractors for servicing any supplemental heating, ventilating and air conditioning systems and equipment servicing only the Office Space.

(c) [Intentionally Omitted.]

(d) If Tenant should fail to perform any of its obligations under this Section 10, then Landlord may, if it so elects, in addition to any other remedies provided herein, effect such repairs and maintenance. Any sums expended by Landlord in effecting such repairs and maintenance shall be due and payable, on demand, which shall be part of the Additional Rent.

(e) Tenant shall not commit or allow to be committed any waste or damage to any

portion of the Premises nor permit or suffer any overloading of the floors or other use of the improvements that would place an undue stress on the same or any portion thereof beyond that for which the same was designed, and, at the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver up the Premises to Landlord in as good a condition as existed on the Commencement Date, ordinary wear and tear excepted. Tenant acknowledges that the Premises, including all mechanical systems, are in good condition as of the Commencement Date. Upon such expiration or earlier termination of this Lease, Landlord shall have the right to re-enter and resume possession of the Premises.

(f) Tenant covenants not to use, suffer or permit the Premises, or any portion thereof, to be used by Tenant, any third party or the public in such manner as might reasonably tend to impair Landlord's title to the Premises, or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or third persons, or of implied dedication of the Premises, or any portion thereof. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises for any claim in favor of any person dealing with Tenant including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the interest of Tenant in the Premises. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Office Space, and that it will save and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the Office Space or Tenant's or Landlord's interest therein.

(g) It is the intention of Landlord and Tenant that, all costs, expenses and obligations of every kind relating directly or indirectly in any way, foreseen or unforeseen, to Tenant's use, occupancy, possession, maintenance, repair and replacement of the Office Space, or any part thereof, which may arise or become due during the term of this Lease (including, without limitation, the cost of all non-real property taxes and assessments; utilities; and all hazard, liability and other insurance required to be carried by Tenant hereunder; all repairs and maintenance to the Office Space, but specifically excluding Real Estate Taxes, shall be paid directly by Tenant and that Landlord shall be indemnified by Tenant therefrom. Landlord shall have no obligation hereunder to undertake or perform any maintenance, repairs or replacements with respect to the Office Space.

#### 11. PROPERTY OF TENANT; LANDLORD PERSONAL PROPERTY.

(a) All property placed in or on the Premises by, at the direction of, or with the consent of Tenant, its employees, agents, licensees or invitees, shall be at the risk of Tenant or the owner thereof and Landlord shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of the Landlord's fraud or willful misconduct, or that of its agents, employees, independent contractors, invitees or licensees. All such property shall belong to Tenant and, provided Tenant is not in default of this Lease, may be removed from the Premises at any time during the term by Tenant.

(b) Tenant acknowledges and agrees that all personal property located in the Premises as of the Commencement Date, including all of Landlord's furniture, fixtures, equipment and supplies, is the property of Landlord (the "Landlord Personal Property"); provided, Tenant shall have the right to use the Landlord Personal Property during the term of this Lease; and provided, further upon the expiration or termination of this Lease for any reason, the Landlord Personal Property shall be surrendered in at least the same order, condition and repair as existed on the Commencement Date (ordinary wear and tear excepted).

12. LANDLORD'S RIGHT OF ENTRY. Upon prior notice to Tenant, Landlord shall have the right to enter the Premises during reasonable times and in a reasonable manner to inspect the Premises or for any purpose necessary for the operation and maintenance of the building, the Premises, or the general

welfare and comfort of Tenant.

13. INDEMNIFICATION. To the extent authorized by law and without waiving any defenses, Tenant agrees to indemnify and defend Landlord and to save harmless Landlord, and the members, officers, tenants, licensees, invitees, agents, servants and employees of Landlord, against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to person or property (a) occurring on the Office Space, (b) occurring in the building or on Landlord's property caused directly by any negligent act or omission or willful misconduct on the part of Tenant or any employee, agent, independent contractors, invitee or licensee of Tenant, (c) by reason of any unlawful use of the Premises by Tenant, or (d) by reason of any breach, violation or non-performance of any covenant in this Lease on the part of Tenant to be observed or performed.

Landlord agrees to indemnify and defend Tenant and to save harmless Tenant, and the members, officers, tenants, licensees, invitees, agents, servants and employees of Tenant, against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to person or property (a) occurring on the Property outside of the Office Space, (b) occurring in the building or on Landlord's property occasioned directly by any negligent act or omission or willful misconduct on the part of Landlord or any employee, agent, independent contractors, invitee or licensee of Landlord, (c) by reason of any unlawful use of the Premises by Landlord, or (d) by reason of any breach, violation or non-performance of any covenant in this Lease on the part of Landlord to be observed or performed.

14. INSURANCE AND INSURANCE RATES.

(a) Tenant shall maintain, at its expense, a policy or policies of comprehensive general liability insurance, such insurance to afford minimum protection (which may be effected by primary and/or excess coverage) of not less than \$2,000,000.00 for personal injury or death in any one occurrence and of not less than \$2,000,000.00 for property damage in any one occurrence; and a policy or policies against rent loss for the amount Base Rent due to Landlord hereunder for a minimum of twelve (12) months. All insurance policies required or elected to be maintained by Tenant shall (a) be issued by and binding upon solvent insurance companies licensed to conduct business in the State of North Carolina, (b) have all premiums fully paid on or before the due dates, Tenant shall deliver to Landlord copies of all policies or, at Landlord's option, certificates of insurance in a form satisfactory to Landlord upon five (5) days notice to Tenant and upon the expiration of current policies.

(b) Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives, to the extent that such waiver will not invalidate any insurance policy maintained by Landlord or Tenant nor increase any premiums thereon, any and all rights of recovery, claims, actions or causes of action, against the other, its agents, servants, partners, members, managers, shareholders, officers and employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, and any other cause which is insured against under the terms of the standard fire and extended coverage insurance policies referred to above, to the extent that such loss or damage is recovered under said insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers, partners, members, managers, shareholders, servants or employees, and covenants that no insurer shall hold any right of subrogation against such other party. If the insurer of Tenant does not permit such a waiver without an appropriate endorsement to such party's insurance policy, Tenant covenants and agrees to notify the insurer(s) of the waiver set forth herein and to secure from each such insurer an appropriate endorsement to its respective insurance policies concerning such waiver.

15. (Intentionally Omitted)

16. CONDEMNATION. In the event the whole or any material part of the building shall be taken by eminent domain or in any manner for a public use, Landlord or Tenant may at its option, respectively, terminate this Lease. Tenant shall not be entitled to any part of any award or payment which may be paid to Landlord or made for Landlord's benefit in connection with such public use or taking.

17. QUIET ENJOYMENT. Landlord agrees that Tenant on paying the Rent and performing all the terms and conditions of this Lease shall quietly have, hold and enjoy the Premises for the term aforesaid without interference from anyone claiming by or through Landlord.

18. NOTICES. Any notice or demand which by any provision of this Lease is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and delivered by hand, by PDF file via electronic mail, or by a nationally recognized overnight delivery service, and addressed as described below; notices shall be deemed effective only upon receipt or refusal of delivery or, if by PDF file via electronic mail sent after 5:00 p.m. (Eastern Time) on the next business day after transmission.

**Tenant:** Dare County  
PO Box 1000  
Manteo, NC 27954  
Attention: Robert Outten  
Email: [outten@darenc.gov](mailto:outten@darenc.gov)

**Landlord:** TowneBank  
6001 Harbour View Boulevard  
Suffolk, Virginia 23435  
Attention: Jim Smith  
Email: [james.smith@townebank.net](mailto:james.smith@townebank.net)

**Copies:** TowneBank  
6001 Harbour View Boulevard  
Suffolk, Virginia 23435  
Attention: Keith Horton  
Email: [keith.horton@townebank.net](mailto:keith.horton@townebank.net)

19. SUCCESSORS AND ASSIGNS. The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective affiliates, successors, legal representatives and permitted assigns. It is understood and agreed, however, that the term "Landlord", as used in this Lease, means only the owner or the Landlord of the Premises for the period of time that the Landlord is the legal owner of the Premises, or has the legal right to lease the Premises, so that in the event of any sale or sales (including, without limitation, any judicial sale, any sale in foreclosure and any sale pursuant to a power of sale contained in a mortgage or deed of trust affecting all or any part of the building or the land or a leasehold interest in the land or the building) of said property or of any lease thereof, Landlord named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing thereafter, and it shall be deemed without further agreement that the purchaser or Tenant, as the case may be, has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder during the period such other party has possession of the Premises.

20. INTEGRATION AND BINDING EFFECT. The entire agreement, intent and understanding between Landlord and Tenant with respect to the subject matter hereof is contained in the provisions of this Lease and any stipulations, representations, promises or agreements, written or oral, made

prior to or contemporaneously with this Lease shall have no legal or equitable effect or consequence unless reduced to writing herein. This Lease may only be modified in writing signed by all parties hereto. This Lease shall be governed by and construed pursuant to the laws of the State of North Carolina.

21. PERMITTED USE; COMPLIANCE BY TENANT WITH GOVERNMENTAL REGULATIONS; NUISANCE; INTERFERENCE.

(a) The Premises shall be used only as an EMS facility and other related purposes. In its use and occupancy of the Premises the Tenant shall at all times obey and comply with all lawful requirements, rules, regulations, and ordinances of all legally constituted authorities, existing at any time and in any way affecting the Premises or the use of the Premises by Tenant. Such compliance shall include, without limitation, compliance by Tenant with requirements of the Americans with Disabilities Act of 1990, as amended, and all amendments thereto, as the same applies to the Tenant's use of the Premises.

(b) Tenant further covenants not to introduce any Hazardous Materials (as defined in Section 21(c) below) onto the Premises and to keep and maintain the Premises in compliance with all applicable federal, state and local laws or ordinances pertaining to or regulating the transportation, storage, use or disposal of Hazardous Materials, including but not limited to obtaining proper permits ("Environmental Laws"). If during the Term Hazardous Materials shall contaminate the Premises or the soil or surface or ground water thereof or thereunder or there shall be any related loss or damage to person(s) or property, then Tenant shall: (i) notify Landlord immediately of any release, contamination, claim of contamination, loss or damage, (ii) after consultation with the Landlord, clean up such release or contamination in full compliance with all applicable statutes, regulations and standards and to Landlord's satisfaction, and (iii) indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, loss, damage, costs and fees, including attorneys' and other professionals' and engineering fees and costs, arising from or connected in any way with any such release or contamination, claim of contamination, clean up of such release or contamination or other loss or damage, including, without limitation, the costs and expenses of environmental assessment and testing. This provision shall survive termination of this Lease.

(c) As used herein, the term "Hazardous Material(s)" shall mean any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property, including without limitation asbestos, petroleum products, biological and medical wastes, samples or substances, and all of those materials and substances designated as hazardous or toxic by the city in which the Premises are located, the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the Food and Drug Administration, and any federal agencies that have overlapping jurisdiction with such state agencies, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

22. SUBORDINATION; ESTOPPEL CERTIFICATES. Tenant shall execute such subordination agreements as may be reasonably requested by Landlord and such estoppel certificates as may be reasonably requested by Landlord within ten (10) days upon receipt thereof. Tenant shall not be obligated to execute any such agreement or certificate that modifies any material term of this Lease.

23. MEMORANDUM OF LEASE. This Lease (or any memorandum of lease) may not be recorded without Landlord's express written consent, which may be withheld in its reasonable discretion. If Landlord approves Tenant's request to record a memorandum of lease with respect to the Premises, Tenant shall bear the cost and expense of recording.

24. SIGNAGE. Landlord and Tenant acknowledge signage located on the Property (the

“Signage”) is owned by Landlord. During the term of this Lease, Tenant’s name may be included in the Signage, subject to Landlord approval (which shall not be unreasonably withheld, conditioned or delayed); provided, Tenant shall keep the Signage installed, freshly painted, and in good repair and operation condition at all times during the term of this Lease. Any damage to the Signage shall be promptly restored to its original condition at Tenant’s sole cost and expense and to the reasonable satisfaction of Landlord. Within ninety (90) days following the expiration or earlier termination of this Lease, Landlord and Tenant shall use commercially reasonable efforts to have any references to Tenant’s name removed from the Signage.

25. MISCELLANEOUS. The singular shall include the plural, and the masculine or neuter includes the other. Each party hereto which is a limited liability company (hereafter an “Organization”) warrants and represents to the other party hereto that the Organization is a valid and existing legal entity, in good standing (if applicable) in the Commonwealth of Virginia, and such Organization is duly authorized to transact business in the State of North Carolina; and that all persons executing this Lease on behalf of an Organization have been duly authorized to do so. Further, the execution of this Lease has been duly authorized by all appropriate action of each Organization. The Premises are leased subject to all recorded easements, restrictions, and rights of way legally affecting the same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have each caused this Lease Agreement to be executed by its duly authorized representatives as of the date first above written.

**TENANT:**

Dare County

By: \_\_\_\_\_ (SEAL)

Robert L. Outten  
County Manager

**LANDLORD:**

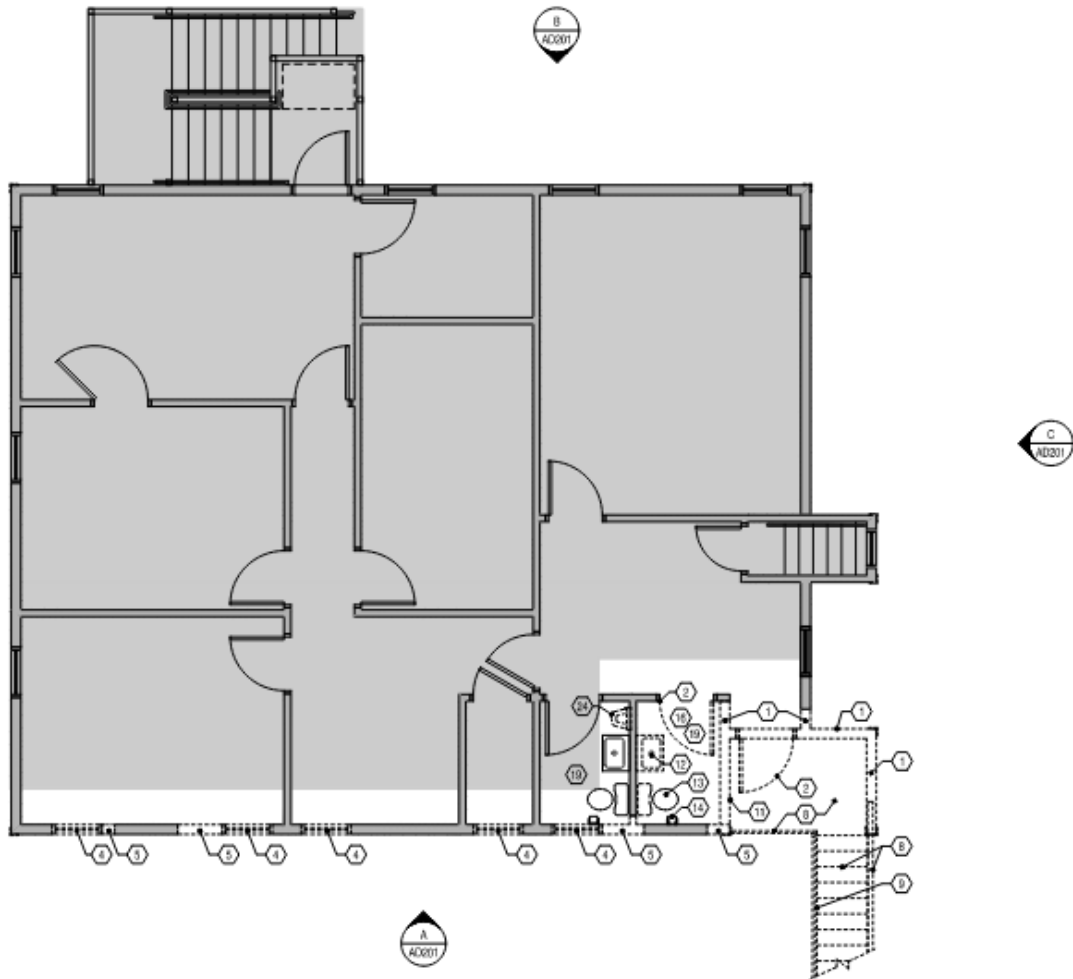
**TOWNEBANK,**  
a Virginia corporation

By: \_\_\_\_\_ (SEAL)

Keith D. Horton  
Senior Executive Vice President



**Exhibit A**



2<sup>nd</sup> Floor Space, including both exterior stairways



*Lease Agreement  
County of Dare to Town of Kill Devil Hills*

**Description**

Lease Agreement for construction of Kill Devil Hills EMS Station #1.

**Board Action Requested**

Approve Lease for Chairman's Signature

**Item Presenter**

Robert Outten, County Manager

NORTH CAROLINA  
DARE COUNTY

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** made and entered unto this the \_\_\_ day of \_\_\_\_\_, 2023, by and between **COUNTY OF DARE**, hereinafter referred to as the Lessor, and the **TOWN OF KILL DEVIL HILLS**, hereinafter referred to as Lessee:

### WITNESSETH

The Lessor owns a parcel of land in the Town of Kill Devil Hills more particularly described below. The parties have agreed to operate a joint EMS and fire department facility upon the property described below, with Lessor operating the EMS station and Lessee operating the fire department. Each have agreed that Lessor will construct the joint facility and lease the fire department portion of the facility to KDH upon the terms of this lease.

Now therefore, and in consideration of the premises recited herein and the rents to be paid, Lessor demises and leases to the Lessee and the Lessee rents from the Lessor the demised premises on the following terms and conditions:

1. **LEASED PREMISES:** The portion of the property designated as the Kill Devil Hills Fire Department as shown on the site plan entitled \_\_\_\_\_ which is attached, together with the associated drive aisles, parking to be used in common with Lessor (KDH portion), upon the property located at \_\_\_\_\_, Kill Devil Hills, and described in that certain deed recorded in Book 2575, Page 224 of the Dare County Registry.
2. **USE OF PREMISES:** Lessor expects to finance the facilities with tax-exempt debt obligations. Lessee shall not violate any of Lessor's obligations on such debt, shall use the premises for fire department and Town of Kill Devil Hills uses only and shall not allow its use for any other purposes.
3. **LEASE TERM:** This lease shall commence upon the issuance the certificate occupancy for the facility to be constructed. Lessee shall have and hold the demised premises for an initial term of twenty (20) years which term shall automatically renew for three (3) additional ten year terms unless Lessee provides written notice 90 days in advance of the expiration of any term that it does not intend to renew this lease.
4. **RENT AMOUNT:** Lessee agrees to pay to the Lessor, without deductions or setoff, a sum equal to Lessor's cost of improvements (including interest costs and cost of debt issuance) for the KDH portion of the property, amortized over the initial 20-year term, together with other expenses (utilities, maintenance, and insurance) set forth below. The project architect shall apportion the costs of the KDH portion of the project on a percentage basis without including in the calculation the costs associated with the changes made by KDH in December 2022. The costs associated with the KDH changes shall be apportioned over the 20-year initial terms and added to the annual rent payment. The "cost of improvements" portion of the rental amount and the "costs associated with

“changes made by KDH” shall be paid in 40 semiannual payments to be paid on the 15<sup>th</sup> day of November and the 15<sup>th</sup> day of April beginning on the first November or April that occurs following the issuance of debt for the project by Lessor. The “cost of improvements” portion of the rental amount and the “costs associated with “changes made by KDH” shall end upon payment of the 40<sup>th</sup> payment. The “other expenses” portion of the rent shall be paid annually on the 1<sup>st</sup> day of October beginning the first October following the issuance of the occupancy permit.

5. **ALTERATIONS OR IMPROVEMENTS:** Lessee shall not be authorized to make alterations or improvements to premises without the consent of Lessor.
6. **UTILITIES:** All utilities including, water, electricity, gas, and sewer shall be connected in the name of Lessor and the costs there of apportioned between the parties based upon the square footage of the improvements used by each party. Lessee’s share shall be paid in arrears annually on the first day of October each year for the preceding calendar year portion thereof.
7. **MAINTENANCE:** Lessor shall keep and maintain the premises and the structures thereon. The annual maintenance cost shall be prorated between the parties based upon the square footage of the building improvements used by each party. Lessee’s share shall be paid in arrears annually on the first day of October each year for the preceding calendar year or portion thereof.
8. **INSURANCE AND INDEMNIFICATION:** To the extent authorized by law and without waiving any defenses, including but not limited to the defense of sovereign immunity, Lessee will indemnify Lessor and its agents, and save them harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence in, upon the portion of the demised premises in the occupancy or use by the Lessee, if caused by any act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires.

Lessor shall insure the entire premises with replacement value coverage and carry liability insurance in an amount not less than \$1 million per occurrence and \$3 million in the aggregate. The annual insurance cost shall be prorated between the parties based upon the square footage of the building improvements used by each party. Lessee’s share shall be paid in arrears annually on the first day of October each year for the preceding calendar year or portion thereof.

Lessor and Lessee shall each insure its own contents in such amount as it deems appropriate.

9. **RIGHT TO INSPECT PREMISES:** After reasonable notice to Lessor or its agent shall have access to the demised premises for the purpose of examining and inspecting the condition of the same.

10. **CONDEMNATION:** If the whole of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public purpose or use, then the terms of this lease shall cease and terminate as of the date of title vesting in such proceeding and all sums paid as a part of the condemnation proceeding shall be paid to Lessor.
11. **RECONSTRUCTION:** If the premises shall be partially damaged by fire or other casualty during the term of this lease, or any extension thereof, Lessor at its option may reconstruct the premises without further consent of Lessee and Lessee shall continue to be bound by the terms of this lease. If Lessor notifies Lessee in writing of its election not to reconstruct, this lease shall terminate.
12. **ASSIGNMENT:** Neither party, without the written consent of the other, shall have the right to sublet the premises in whole or in part to any non-governmental agency or entity, it being the purpose of this lease to provide facilities for Dare EMS and for the fire department use of Lessee.
13. **LICENSES:** Lessee shall obtain in its name all licenses and permits necessary to construct the contemplated improvements and to operate its business.
14. **RECORDING:** Lessee may record this lease without the written consent of the Lessor.
15. **BINDING NATURE:** The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, representatives, successors, grantees and assigns, of the parties hereto.
16. **SUBORDINATION:** The Lessor has executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of May 1, 2023, which may be amended from time to time (the "Deed of Trust"), for the benefit of Dare County Public Facilities Corporation that places a lien on the Leased Premises referred to in Section 1 to secure the Lessor's obligations under an Installment Financing Contract dated as of May 1, 2023, as may be amended from time to time (the "Installment Financing Contract") between the Lessor and the Corporation under which the Lessor has financed improvements on the Leased Premises. This lease is expressly subordinate to the Deed of Trust and any future deed of trust executed and delivered by the County for the purpose of refinancing its obligations under the installment financing contract referred.
17. **COMPLIANCE WITH INSTALLMENT FINANCING CONTRACT:** The Lessee understands that under the Contract and Deed of Trust the Lessor has undertaken certain responsibilities for the Leased Premises, including among other things for its care, use, operation, insurance, and made certain agreements related to the Leased Premises, including among other things related to circumstances upon the damage, destruction and condemnation of the Leased Premises. Notwithstanding anything else in this lease to the contrary, the Lessee agrees to fulfill the Lessor's responsibilities under the Contract and Deed of Trust related to the Leased Premises and that in the event of any conflict between the Contract or the Deed of Trust and this lease, the terms of the Contract and the Deed of Trust will control.

Entered the day and year first above written.

**LESSOR:**

County Dare

By: \_\_\_\_\_  
Chairman or the Board of Commissioners

Attest: \_\_\_\_\_  
Clerk to the Board

SEAL

**LESSEE:**

Town of Kill Devil Hills

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

Attest: \_\_\_\_\_  
Clerk to the Board

SEAL

**(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)**

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, a notary public for the aforesaid state and county certify that Ben Sproul came before me this day and acknowledged that he is the Mayor of the Town of Kill Devil Hills, a body politic, and by the authority duly given and as the act of the Kill Devil Hills Board of Commissioners, the forgoing instrument was duly signed in its name by himself as its Mayor, sealed with its corporate seal and attested by the Clerk to the Board.

Witness my hand and seal this the \_\_\_ day of \_\_\_\_\_, 2023.

SEAL \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF DARE

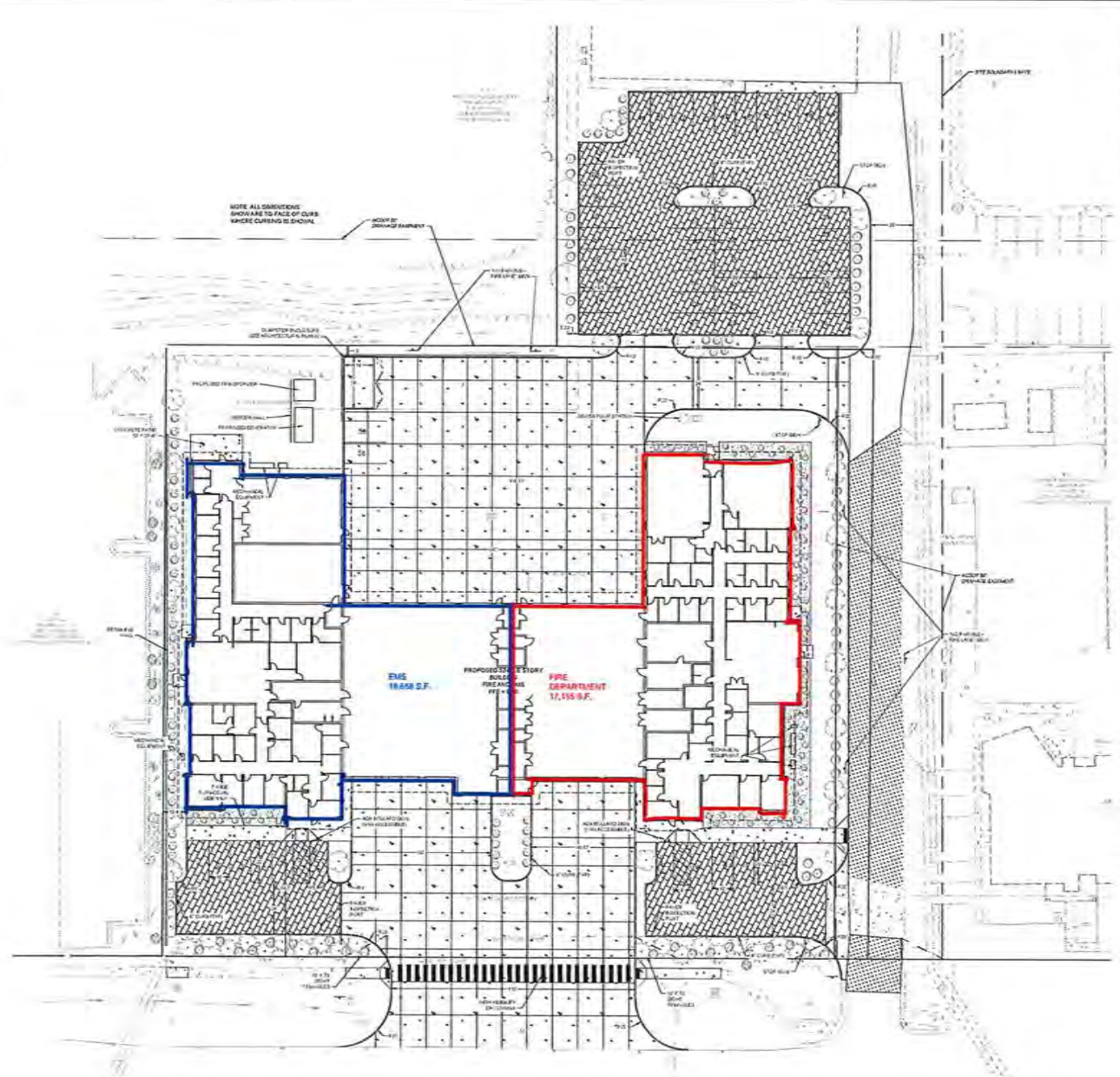
I \_\_\_\_\_, a notary public for the aforesaid state and county certify that Robert L. Woodard, Sr. came before me this day and acknowledged that he is the Chairman of the Dare County Board of Commissioners, a body politic, and by the authority duly given and as the act of the Dare County Board of Commissioners, the forgoing instrument was duly signed in its name by himself as its Chairman, sealed with its corporate seal and attested by the Clerk to the Board.

Witness my hand and seal this the \_\_\_ day of \_\_\_\_\_, 2023.

SEAL \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

- 1. NOTES**
1. OWNER: DARE COUNTY
  2. PROJECT: DARE COUNTY EMS STATION
  3. DESIGNER: OAKLEY COLLIER ARCHITECTS
  4. CONTRACT NO.: 1509 N. CROATAN HWY
  5. PROJECT NO.: 1509 N. CROATAN HWY
  6. SHEET NO.: 1509 N. CROATAN HWY - 001
  7. DATE: 08/14/2015
  8. SCALE: AS SHOWN
  9. THIS SET INCLUDES ALL DRAWINGS AND SPECIFICATIONS NECESSARY FOR THE CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE DRAWINGS. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
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CROATAN HIGHWAY (US HWY 158 BYPASS - 150' R/W - 68' PAVEMENT WIDTH)



**OAKLEY COLLIER ARCHITECTS**  
**OCA ARCHITECTS**  
 1111 SOUTH HERRING ROAD, SUITE 100, WARRINGTON, NC 27884  
 TEL: 919.855.1111 FAX: 919.855.1112

**TINNONS GROUP**  
 1111 SOUTH HERRING ROAD, SUITE 100, WARRINGTON, NC 27884  
 TEL: 919.855.1111 FAX: 919.855.1112

**NEW BUILDING FOR**  
**DARE COUNTY**  
**EMS STATION 1 / FIRE STATION 14**  
 1509 N. CROATAN HWY  
 KILL DEVIL HILLS, NORTH CAROLINA

**BID DRAWINGS NOT FOR CONSTRUCTION**

**GENERAL NOTE:**  
 Read in conjunction with all other drawings. Contractor shall verify all dimensions and quantities for all drawings.

DATE	08/14/2015
PROJECT NO.	1509 N. CROATAN HWY
SHEET NO.	001
SCALE	C2.0
SITE PLAN	





*Ground Lease Agreement  
Southern Shores Volunteer Fire Dept. to County of Dare*

**Description**

Ground Lease Agreement for 28 E. Dogwood Trail, Southern Shores for the construction of EMS station.

**Board Action Requested**

Approve Lease for Chairman's signature

**Item Presenter**

Robert Outten, County Manager

Prepared by and return to:  
Robert L. Outten  
Dare County Attorney  
PO Box 1000  
Manteo, NC 27954

NORTH CAROLINA  
DARE COUNTY

### GROUND LEASE AGREEMENT

**THIS GROUND LEASE AGREEMENT** made and entered unto the date of last signature by the parties, by and between **FIRE SERVICES REAL ESTATE, INC.**, hereinafter referred to as the "Lessor" (whether one or more persons or entities), and the **COUNTY OF DARE**, a body politic, hereinafter referred to as "Lessee" (whether one or more persons or entities):

#### WITNESSETH

For and in consideration of the premises recited herein and the rents paid and to be paid, Lessor demises and leases to the Lessee and the Lessee rents from the Lessor the demised premises on the following terms and conditions:

- 1. LEASED PREMISES:** All of the property located at 28 E. Dogwood Trail, Southern Shores NC (Dare County Parcel Number 022110000) and being all of the property described as Parcel Three in that certain deed recorded in Book 1790, Page 153 of the Dare County Registry.
- 2. LEASE TERM:** Lessee shall have and hold the demised premises for an initial term of 30 years which term shall automatically renew for ten additional five-year terms unless Lessee provides written notice 90 days in advance of the expiration of any term that it intends terminate this lease.
- 3. RENT AMOUNT:** Lessee agrees to pay to the Lessor, without deductions or setoff, the sum of \$1.00 per year for the lease period, said sum to be paid in full in advance for the full initial term upon receipt of an invoice from Lessor not earlier than the first day of the month following the issuance of a certificate of occupancy for the structures to be constructed upon the premises.
- 4. ALTERATIONS OR IMPROVEMENTS:** Lessee shall be authorized, at its expense, to demolish all existing structures and pavement upon the premises and to construct a new structure in conformance with the drawings attached as Exhibit A, as well as future alterations that do not change or obstruct Lessor's use of the premises. All structures constructed upon the premises shall be owned by Lessee until termination of the lease at which time such structures shall be owned by Lessor. All of the premises and structures constructed by Lessee shall be for the use of Lessee, except, Lessor shall be authorized to use and occupy, without rent, the portion of the structure labeled Fire Bays and Ocean Rescue on Exhibit A. Lessor shall also be authorized, at Lessors cost, to make improvements to the area designated as Future and to use those improvements for Lessor's purposes. Notwithstanding the foregoing, any improvements made by Lessor shall meet all then existing local, state and federal ordinances, statutes, rules, regulations and any other governmental requirements and shall not impede, limit, diminish or otherwise negatively affect Lessee's use of the premises.

4. **PERMITTED USE.** Lessee shall use the premises for Emergency Services Purposes (EMS) only. Except for Lessee's failure to use the premises because of events or conditions not within Lessee's control, if Lessee fails to use the premises for EMS purposes for a period of 365 consecutive days, Lessee may terminate this lease. Any change in Lessor's use of the property from its current use as a storage facility for rehab vehicles used by the fire department auxiliary to day-to-day fire department or ocean rescue functions shall require Lessor to pay for utilities and maintenance as provided in Paragraphs 5 and 6 below.
5. **UTILITIES:** All utilities, water, electricity and gas, shall be in the name of the Lessee and shall be timely paid by Lessee. In the event the area designated as Future Fire Bay and Ocean Rescue on Exhibit A is improved by Lessor, the cost of utilities for that portion of the premises labeled Future, Fire Bay and Ocean Rescue shall be borne by Lessor, with Lessor's cost being the overall utility cost for all areas used by Lessor prorated based upon the total square footage of areas used by Lessor. This sum shall be paid by Lessor to Lessee within 15 days from the receipt of Lessee's invoice for utility cost. Lessor's improvements for the purpose of this paragraph and any other paragraph in this lease shall mean any improvement that changes Lessor's current use as a storage facility for rehab vehicles used by the fire department auxiliary to day to day fire department or ocean rescue functions.
6. **MAINTENANCE:** Lessee shall keep and maintain the premises and the structures thereon at its expense except in the event the area designated as Future on Exhibit A is improved by Lessor, the cost to keep and maintain the portion of the premises used by Lessor, including the Fire Bays, shall be borne by Lessor, with Lessor's cost being the cost of maintenance of all structures upon the premises prorated based upon the total square footage of the area used by Lessor. Lessor's share of the maintenance costs shall be paid by Lessor annually within 15 days form the receipt of Lessee's invoice for maintenance.
7. **INSURANCE AND INDEMNIFICATION:** To the extent authorized by law and without waiving any defenses, including but not limited to the defense of sovereign immunity, Lessee will indemnify Lessor and its agents, and same them harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence in, upon the portion of the demised premises in the occupancy or use by the Lessee, if caused by any act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires. Lessee shall insure the entire premises for its replacement value. In the event of a loss during the initial terms all insurance proceeds shall be payable to Lessee. After the initial term such proceeds shall be paid to Lessor unless Lessor has elected to exercise its option to reconstruct as provided in Paragraph 10 below in which case such proceeds shall be paid to Lessee. Lessor and Lessee shall each insure insure its own contents in such amount as it wishes.
8. **ENVIRONMENTAL MATTERS:** Except for materials used in the ordinary course of business, Lessor or Lessee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, discharged, leaked, kept, or used in or about the Premises or the Lessee, its agents, employees, contractors, or invitees. As used herein, the term "Hazardous Materials" means (i) any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended from time to time, and the regulations promulgated thereunder; (ii) any "hazardous substance" as

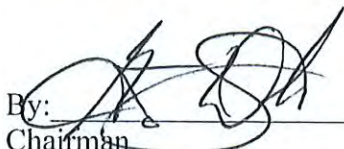
defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (iii) any oil, petroleum products, and their byproducts; and (iv) any substance that is or becomes regulated by any federal, state, or local governmental authority. To the extent allowed by law and without waiving any defenses, Lessor and Lessee shall each defend, indemnify, and hold harmless the other and their agents, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release, or threatened release of any such Hazardous Material by Lessee; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that Hazardous Material; (c) any lawsuit brought or threatened, settlement reached, or government order relating to that Hazardous Material; or (d) any violation of any laws applicable thereto. The provisions of this Paragraph hereof shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease. This indemnity shall only apply to hazardous materials placed upon the property by the indemnifying party.

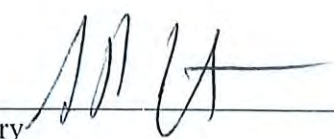
9. **RIGHT TO INSPECT PREMISES:** After reasonable notice, Lessor or its agent shall have access to the demised premises for the purpose of examining and inspecting the condition of the same.
10. **CONDEMNATION:** If the whole of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public purpose or use, then the terms of this lease shall cease and terminate as of the date of title vesting in such proceeding and all sums paid as a part of the condemnation proceeding shall be allocated as follows: Lessor shall receive all compensation related the land value and Lessee shall receive all compensation related to the value of the improvements.
11. **RECONSTRUCTION:** If the premises shall be damaged by fire or other casualty during the term of this lease, or any extension thereof, Lessee at its option may reconstruct the premises without further consent of Lessor. If Lessor has constructed the improvements shown as Future on Exhibit A and to the extent covered by Lessee's insurance, Lessor shall reconstruct the improvements shown as Future on Exhibit A. Any costs associated with the area designated as Future on Exhibit A in excess of Lessee's insurance coverage shall be borne by Lessor. If Lessee notifies Lessor in writing of its election not to reconstruct, this lease shall terminate.
12. **ASSIGNMENT:** Neither party, without the written consent of the other, shall have the right to sublet or to transfer title to the premises in whole or in part to any non-governmental agency or entity, it being the purpose of this lease to provide facilities for Dare EMS and for the fire dept. use of Lessor.
13. **TERMINATION:** In the event this lease is terminated by Lessor for any reason, Lessor shall pay unto the Lessee the fair market value of the improvements and fixtures that Lessee constructed upon the premises. However, the lessee shall pay for all expenses such as, (investigation, survey and appraisal) necessary to return the property to the lessor in marketable condition. If this lease is terminated by Lessee the structures on the premises shall become the property of the Lessor without cost to Lessor.

14. **LICENSES:** Lessee shall obtain in its name all licenses and permits necessary to construct the contemplated improvements and to operate its business.
15. **RECORDNG:** Lessee may record this lease without the written consent of the Lessor.
16. **BINDING NATURE.** The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, representatives, successors, grantees, and assigns, of the parties hereto.
17. **APPLICABLE LAW.** This agreement shall be governed by and construed in accordance with the laws of North Carolina. If any provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each provision of the agreement shall be valid and enforceable to the fullest extent permitted by law.
18. **SEPARATE COUNTERPARTS.** This agreement may be executed in separate counterparts which shall collectively and separately be considered one and the same agreement.
19. **CAPTIONS.** The captions contained in this agreement are for convenience of reference only, and they shall not be interpreted to affect the meaning of this agreement in any way.
20. **ENTIRE AGREEMENT.** This lease shall constitute the entire agreement of the parties hereto and any prior agreement between the parties relating to the Premises, whether written or oral, is merged herein and shall be of no separate force and effect and this lease shall only be changed, modified, or discharged by agreement in writing signed by both parties hereto.
21. **NON-WAIVER OF DEFAULT.** Waiver of any breach of the terms, conditions, or covenants of this lease or the nonperformance of the same for any particular time shall not be construed as a waiver of any succeeding breach of the same or another term, condition, or covenant hereof, and the consent, approval, or acquiescence by Lessor or Lessee to any breach shall not waive or render unnecessary such consent or approval to or of any subsequent similar breach.
22. **DISPUTE RESOLUTION.** Prior to instituting any legal proceeding, any dispute, controversy or claim arising out of or relating to this contract, will be subject to non-binding arbitration in accordance with the provisions of the American Arbitration Association. The place of arbitration will be in Dare County North Carolina. If such controversy shall not be resolved by arbitration or arbitration has not been completed within 180 days of the date of the occurrence giving rise to arbitration, either party may proceed with legal actions in the courts of North Carolina.
23. **EFFECTIVE DATE.** This agreement shall be effective as of the date of last signature by the parties.

**LESSOR:**

**FIRE SERVICE REAL ESTATE, INC**

By:   
Chairman

Attest:   
Secretary

SEAL

**LESSEE:**

**COUNTY OF DARE**

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

Attest: \_\_\_\_\_  
Clerk to the Board

SEAL

**(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)**

STATE OF North Carolina  
COUNTY OF Dare

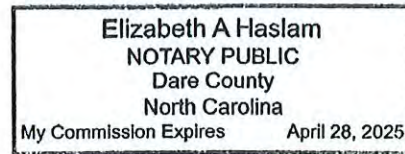
I, Elizabeth A Haslam, a notary public for the aforesaid state and county certify, certify that Grant Dick came before me this day and acknowledged that he/she is the President of the Fire Service Real Estate, Inc., a nonprofit corporation, and he/she as the President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and seal this the 1<sup>st</sup> day of March, 2023.

SEAL

Elizabeth A. Haslam Notary Public

My commission expires: April 28, 2025



STATE OF NORTH CAROLINA  
COUNTY OF DARE

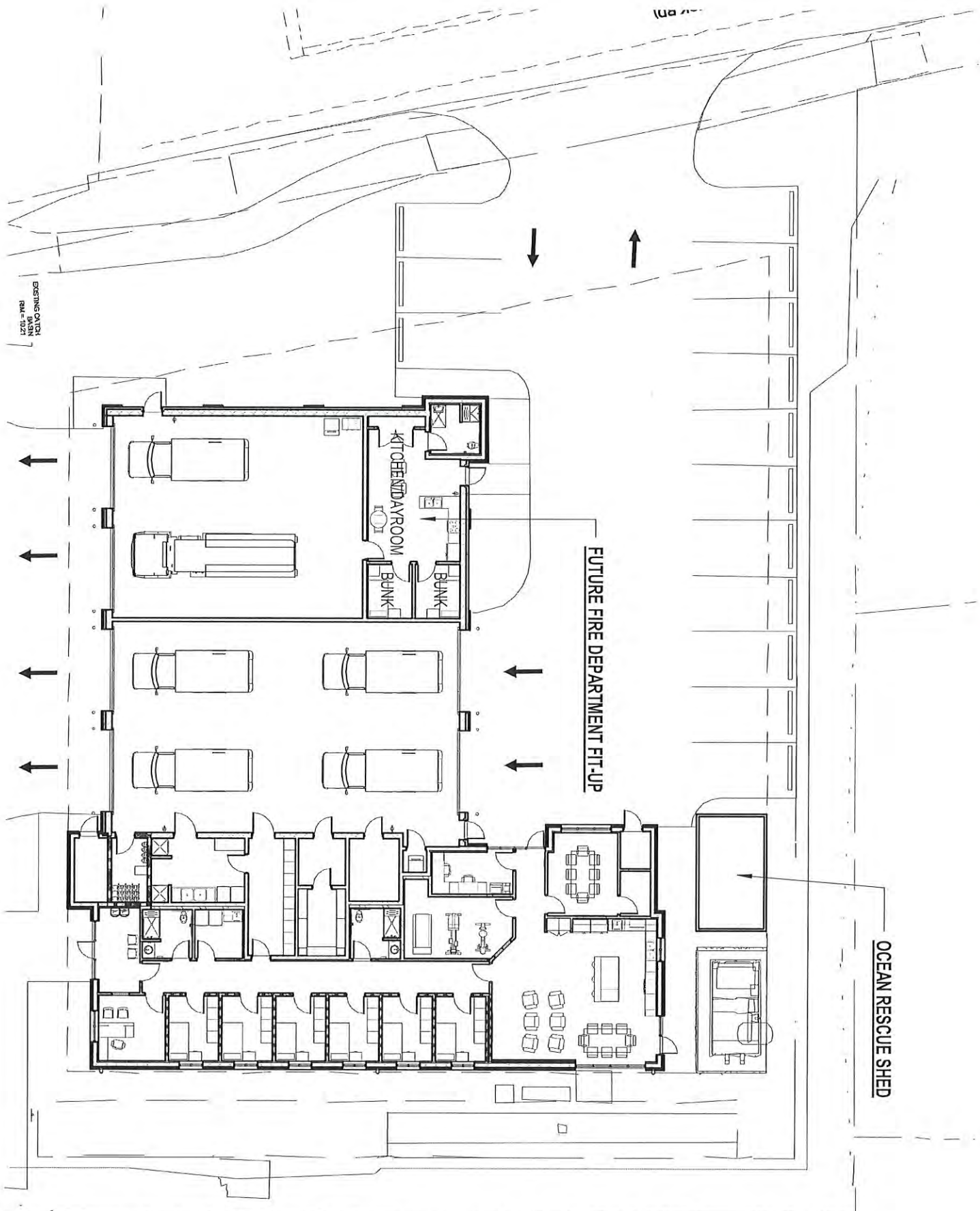
I \_\_\_\_\_, a notary public for the aforesaid state and county certify, certify that Robert L. Woodard, Sr. came before me this day and acknowledged that he is the Chairman of the Dare County Board of Commissioners, a body politic, and he as the Chairman, by the authority duly given and as the act of the Dare County Board of Commissioners, the forgoing instrument was duly signed in its name by himself as its Chairman, sealed with its corporate seal and attested by the Clerk to the Board.

Witness my hand and seal this the \_\_\_ day of \_\_\_\_\_, 2023.

SEAL

\_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_







***Resolution Authorizing Execution of Opioid Settlements and Approving the Supplemental Agreement for Additional Funds from Additional Settlements***

**Description**

Wave Two Settlements with CVS, Walgreens, Walmart, Allergan and Teva have been negotiated. A supplement to the NC Memorandum of Agreement on the allocation, use, and reporting of funds from the Wave One settlements needs to be executed. The supplement to the MOA is called the "Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation" or "SAAF" for short.

**Board Action Requested**

Adopt Resolution and authorize the County Manager to execute all documents necessary to enter into opioid settlement agreements, to execute the SAAF, and to provide documents to Rubris, Implementation Admin.

**Item Presenter**

Robert Outten, County Manager



**RESOLUTION BY THE COUNTY OF DARE, NORTH CAROLINA  
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE  
SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF  
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE  
SETTLEMENT OF OPIOID LITIGATION**

**WHEREAS**, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021); and

**WHEREAS**, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

**WHEREAS**, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

**WHEREAS**, Dare County's emergency room visits for overdose and overdose death rates are high related to other counties; and

**WHEREAS**, the opioid crisis unreasonably interferes with rights common to the general public of Dare County; involves a significant interference with the public health, safety, peace, comfort, and convenience of citizens and residents of Dare County; and

**WHEREAS**, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

**WHEREAS**, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in these Settlements; and

**WHEREAS**, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

**WHEREAS**, it is advantageous to all North Carolinians for local governments, including Dare County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and in Dare County to help abate the harm; and

**WHEREAS**, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis.

**THEREFORE, BE IT RESOLVED**, that the Dare County Board of Commissioners hereby authorizes the County Manager to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 6<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
Robert Woodard, Sr., Chairman

Attest:

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



*Consent Agenda*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

## **Consent Summary**

1. Approval of Minutes (02.06.23)
2. Government Education Access Channels Committee 2023-2024 Proposed Budget
3. Cenero EOC AV Maintenance Contract
4. Kitty Hawk Elementary Field Use
5. Dare County DHHS – Public Health – Opioid Settlement Funds Resolution
6. Resolution to Name NCDOT Ferries
7. Request for Addition to State Maintained Secondary Road System Swan View Drive, Colington
8. Cyclomedia Technology, Inc. – Street Level Imagery and LiDAR
9. Emergency Medical Helicopter – SkyTrac Systems Ltd.
10. Motorola Solutions Service Agreement
11. Southern Disaster Recovery, LLC – Household Bulk Item/Large Item Pick Up
12. Budget Amendment – Dredge Account Interest



*Approval of Minutes*

**Description**

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

**Board Action Requested**

Approve Previous Minutes

**Item Presenter**

Robert Outten, County Manager



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**9:00 a.m., February 6, 2023**

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

Commissioners absent: Jim Tobin - excused

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

**A full and complete account of the entire meeting is archived on a video available for viewing on the Dare County website [www.darenc.gov](http://www.darenc.gov).**

At 9:03 a.m. Chairman Woodard called to order the regularly scheduled meeting. He invited Rev. Gaye Morris to share an invocation, and then he led the Pledge of Allegiance to the flag.

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

Following is a brief outline of the items mentioned by Chairman Woodard:

- Thanked everyone for attending the sold-out State of the County address.
- NC 12 Task Force would be meeting with the subcommittee tomorrow to receive the final reporting on the eight identified NC 12 Hot Spots.

#### **ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS**

- 1) Radcliff Hester, Transportation, received a ten-year pin.
- 2) April Farence, Tax Appraisal, received a fifteen-year pin.
- 3) Melissa Turnage, Social Worker, received a twenty-year pin.

#### **ITEM 3 – EMPLOYEE OF THE MONTH – FEBRUARY, 2023**

Jackie Tillett received the Employee of the Month award from County Manager Bobby Outten. Ms. Tillett became the Elections Department Director during a difficult and highly publicized election year.

#### **ITEM 4 – EMPLOYEE OF THE YEAR - 2022**

Amy Elkins, telecommunications shift supervisor for Dare County’s 911 Center, received the Employee of the Year Award introduced by Elizabeth Reilly, Dare’s Human Resources Director. She stated Dare County employees “are our number one asset”. Captain Jack

Scarborough presented the award and stated Amy was “steady, dependable and calm” as she received and responded to calls at the center.

### **ITEM 5 – PUBLIC COMMENTS**

At 9:28 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. The following is a summary of citizen remarks: (See website video for complete comments)

1. Ralph Barile, a Wanchese resident, opposed the proposed cluster housing development. He stated no one knew about an ordinance change and felt the community outreach was missed. He asked the Board to revisit the ordinance so the Wanchese community could give input. He also asked for a permit moratorium.
2. Lorraine Tillett, a Wanchese resident, spoke about the community and concern to preserve the family fishing atmosphere. They had drafted a community plan which had been submitted to the Planning Department. The plan was approved in 2006. She asked the Board for a moratorium of construction of the cluster home development.
3. Bill Wilson, a Wanchese resident, said no one knew about the proposed cluster homes development. He referenced the Wanchese mission statement to preserve the fishing atmosphere, single family residential land use, and traditional village businesses while protecting the coastal wetlands. He read the scope and intent of Section 22-27.7 of the Wanchese Plan.
4. Sandra Barile, a Wanchese resident for 45 years, presented a petition with 545 signatures and several letters from citizens opposed to the cluster development.
5. Danny Sawyer, OBX Baseball Association president, thanked the Board for the recent maintenance, improvements and repairs to the fields. He stated the season would be starting and more work needs to be done. They expected a full registration of participants and would soon have to turn kids away for lack of playing fields.

*No comments were made in Buxton and the Manager closed Public Comments at 9:48 a.m.*

### **ITEM 6 – PET CREMATORY ACCESSORY USE – SPECIAL USE PERMIT APPLICATION #2-2023**

Planner, Savannah Newbern, outlined a Special Use Permit (SUP) application from Pamela Anderson for a pet crematory as an accessory use to the existing pet grooming and animal kennel facility located at 208 Williams Drive in Colington. The Ocean Sands K9 Resort was currently zoned R-2B and pet crematories were permitted subject to a special use permit review. The applicant and Savannah Newbern were placed under oath by the Clerk. The County Manager asked the applicant if she agreed to the admission into evidence of the material submitted by Planner Savannah Newbern, which was on file in the Planning Department, the facts presented by the planner, and the terms and conditions outlined in the SUP. Ms. Anderson indicated her agreement. Chairman Woodard stated he had been at the site and area neighbors, including the nearby church were agreeable to the pet crematory.



**MOTION**

Vice-Chairman Overman motioned to approve SUP #2-2023 for the proposed pet crematory at Ocean Sands K9 Resort.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 7 – COMMUNITY CARE CLINIC OF DARE - UPDATE**

Lyn Jenkins, the Executive Director of the clinic, provided the Board with an update. The clinic serves residents who are uninsured. In the spring of 2023, they will be adding a dental clinic. The clinic offers vivitrol, a 30-day injectable medication that suppresses the craving for opioids and alcohol. She stated the patient volume had tripled and they requested an increase from Dare County's support from \$67,500 to \$100,000. They had served 766 patients for primary care last year and expected 1,500 to be served in the dental clinic. They had a new pharmacy. Senator Sanderson and Representative Kidwell had been invited to the clinic. The clinic hoped for their support for recurring funding through the General Assembly. The pharmacist was only there two days a week due to funding. Medications were free and there was a small admin fee of \$5 for generic, low-cost medication and \$10 for others. They had a nurse practitioner trained with dispensing vivitrol. The Board discussed the process of new patients and those requesting vivitrol. Commissioner Ross noted not all area towns were supporting the clinic, although the clinic served all of Dare. Commissioner Couch asked about the proposed dental clinic. The clinic had received a \$423,000 grant to be used solely to renovate and purchase dental equipment. The dental clinic hoped to operate four days a week with rotating volunteer dentists on Friday. Commissioner Couch suggested the ECU School of Dental Medicine may be of some help.

**ITEM 8 – DC DHHS/PUBLIC HEALTH DIVISION –T-21 RESOLUTION (Att. #1)**

Sheila Davies presented a resolution to request the NC General Assembly to pass legislation to establish a tobacco retailer permitting system, raise the minimum age of sales from 18 to 21, and adopt other provisions which match federal law to restrict sales of tobacco and vaping products to minors. Theresa Beardsley, the region's tobacco prevention manager, shared information about the increase in e-cig use by youth. After her December presentation to the Board of Health and Human Services, they unanimously adopted the resolution being presented today. It proposed to raise the legal age of vaping and cigarette use to 21, matching the federal requirement passed in 2019. Beardsley stated 95% of all tobacco users started before the age of 21. If underage sales increase above 20%, the state could forfeit millions of federal substance abuse prevention grant funds. Discussion followed with opposition concerns voiced by Commissioner Ross due to inconsistencies in the laws across the states. (See website video for full Board discussion and comments).

**MOTION**

Commissioner Bateman motioned to adopt the resolution.

Commissioner House seconded the motion.

VOTE: Commissioners House, Couch, Bateman, Vice-Chairman Overman and Chairman Woodard – Aye  
Commissioner Ross – Nay

Motion carried in a 5-1 vote.

**ITEM 9 – DARE COUNTY REGIONAL AIRPORT – DRIFTWOOD DRIVE (Item Removed)**

**ITEM 10 – ISLAND H MODIFICATIONS PROJECT (Att.#2)**

Barton Grover stated Island H was before them for two reasons: (1) to take advantage of the cost share change from 66% to 75% (2) to make improvements to the island to remedy stability and erosion issues. An estimated \$500,000 is needed for the improvements, of which Dare County would be responsible for \$125,000. The County would need a new location moving forward for dredging spoils.

**MOTION**

Commissioner House motioned to adopt the resolution and authorize the County Manager to execute the budget amendment for the project upon award.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 11- AVON HARBOR DREDGING PROJECT (Att.#3)**

Barton Grover explained the Army Corps of Engineers had allocated \$1.6 million for dredging Avon Harbor and Channel. Vibracore sampling and the trucking costs to place the dredged material near the Haulover and Kite Point area were estimated at \$160,000. A Shallow Draft Navigation application would be submitted to receive a 75% state match. This would essentially be a soundside beach nourishment project and would serve to protect powerlines, waterlines and that portion of N.C. 12 from erosion issues.

**MOTION**

Commissioner Couch motioned to adopt the resolution and authorize the County Manager to execute the necessary budget amendment upon award.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**MEETING RECESSED at 10:49 a.m. and RECONVENED at 11:02 a.m.**

**ITEM 12 – FIRST FLIGHT ELEMENTARY AND MIDDLE SCHOOL FIELD USE**

A memorandum of understanding between the Board of Education and the County was presented for Board approval. Mr. Outten explained there were funds for lighting the field and that process was moving forward. The MOU, approved by the school board, provided the County with agreement to use the fields. A schedule of field use by the school was still needed to give them use priority. Mr. Outten reviewed some future needed improvements such as bleachers, fence repair (and soon replacement), concessions and bathrooms depending upon the demand and use of the fields. Commissioner Bateman questioned whether Hatteras had similar field concerns. Mr. Outten suggested a meeting be scheduled with the Hatteras schools to review the field areas there. Mr. Outten advised a similar agreement would be soon presented to the Board for the Kitty Hawk elementary school fields and with the area ball league.

**MOTION**

Commissioner Ross motioned to approve the Memorandum of Understanding and authorize the County Manager to sign the agreement.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 13 – AUDIT CONTRACT FOR FISCAL YEAR 2023**

Dave Clawson presented the contract for audit accounts from Potter & Company, P.A. The four-year contract renewal began at a cost of \$72,100, which was a 3.0% increase from fiscal year 2022. The Audit Committee’s recommendation was to enter into a new four-year agreement with Potter & Company. Mr. Clawson provided a listing indicating Dare was 36<sup>th</sup> out of 100 of counties for what was paid for their audit costs.

**MOTION**

Commissioner Couch motioned to approve the audit contract and authorize the Board Chairman and the Audit Committee Chairman to execute the contract.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

**ITEM 14 – EMS PROJECTS CAPITAL PROJECT AMENDMENT TO SPLIT BUDGET INTO THREE PHASES (Att. #4)**

Mr. Clawson explained Oakley Collier had been designing the EMS projects and the budget adopted for the EMS projects was done in whole. The CIP Board approved splitting the projects into three phases and the capital project ordinance amendment established budgets in three phases for the projects. The original budget was reduced by \$713,602 since the Manteo Youth Center architect fees had been paid from the renovations budget center.

**MOTION**

Commissioner Ross motioned to adopt the amendment to the capital project ordinance.

Vice Chairman Overman and Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 15 – CAPITAL IMPROVEMENTS PLANNING COMMITTEE REPORT**

The County Manager reviewed the CIP Committee’s recommendations regarding three projects: Southern Shores EMS, Dare MedFlight hangar and Kill Devil Hills Station 1. The KDH bidding process had been postponed partly due to the Town’s additional changes. The County was ready to move forward with the Southern Shores EMS station and Dare MedFlight projects. Mr. Outten advised construction costs had significantly increased from when we started. The cost of the Southern Shores EMS was at \$8.5 million and the Dare MedFlight hangar cost had increased 23%, and had come in at \$9.4 million. He explained these were two priority projects. When other projects in the CIP are discussed during budget meetings, it may be necessary to revisit the availability of funds and reprioritize projects. Commissioner House asked if prices increased because bids were only on two projects instead of the original three. Mr. Outten stated there was not much local participation in the bidding. The lack of bidders and a busy economy was adding to the cost. Board discussion followed with Commissioner House questioning several line items from the estimates; i.e. fiber exterior doors versus metal. Mr. Outten and staff would have conversations with the architect and builder concerning the cost of several items raised by Commissioner House.

**Commissioner Ross left the boardroom at 11:32 a.m. and returned at 11:34**

**MOTION**

Commissioner House motioned to move forward with Southern Shores EMS, the Dare MedFlight hangar, adopt amendment to Capital Project Ordinance, and authorize the County Manager to sign the Barnhill contract amendment for GMP (Guaranteed Maximum Price).

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

Mr. Outten added there was another item which came up at the CIPC meeting. The Tourism Board desired to move forward with an event center at Nags Head. Dare County would have to help them financially, as they could not outright borrow funds. Dare would have to be the passthrough if the Board approved. Rent could be charged; however, Mr. Outten explained it would take the Tourism Board approximately thirty years to pay off the rough estimate of a \$30 million-dollar debt. There was no request for the Board to decide today. The CIP committee had not made a recommendation during their meeting. Chairman Woodard did not want the timeline for the three current projects to be interrupted. The Tourism Board would be asked to provide more current cost estimates. Finance would work them into the current budget so the CIPC and the Board would have updated information to review. Chairman Woodard noted the Tourism Board's Impact Grants would not be possible with an event center project. Dustin Peele provided an update on other projects. The closing on Bernice Avenue for affordable housing was ongoing. There was property in Kitty Hawk which was still under discussion for housing. The Kitty Hawk ballfields would be complete in time for the season. The roof on Manteo Youth Center was changed, which added \$6,000 to the project cost. Walker Park in Wanchese and the ball dugout would receive some maintenance. Roanoke Island drainage project was on schedule. Commissioner Ross questioned the completion of a waterline at the animal shelter fence enclosure and a bridge over the swale in the back. Mr. Peele would follow up with Mr. Coleman and provide an update.

**ITEM 16 – DARE MEDFLIGHT AND SOUTHERN SHORES EMS STATIONS – APPROVAL OF GMP AND CAPITAL PROJECT ORDINANCE; UPDATE FOR KILL DEVIL HILLS STATION ESTIMATE (Att. #5)**

This item was combined with Item 15 and unanimously approved.

**ITEM 17 – RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NC, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO (Att.#6)**

Dave Clawson's summary explained the presented resolution was the first step to issuance of the Series 2023A Limited Obligation Bonds to provide financing for new construction of a Dare EMS and Kill Devil Hills first station, Southern Shores EMS station, as well as a Dare MedFlight hangar and crew quarters. The financed amount would not exceed \$49,250,000 with County Manager and Finance Director given authority to negotiate. Mr. Clawson reviewed the highlights of the resolution which included the setting of a required public hearing be scheduled for March 6, 2023. The Kill Devil Hills property will be pledged as collateral on the deed of trust. Mr. Outten stated he expected the Kill Devil Hills lease to be returned soon. The Southern Shore's fire department lease was still outstanding and Mr. Outten had asked for an in-person meeting to resolve the lease issues.

**MOTION**

Vice-Chairman Overman motioned to adopt the resolution to include scheduling a March 6, 2023 public hearing.

Commissioners Bateman and Ross seconded the motion.

VOTE: AYES unanimous

**ITEM 18 – RESOLUTION SUPPORTING STEP PAY & COMPRESSION INCREASES FOR DIVISION OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION SECURE DETENTION, YOUTH DEVELOPMENT CENTER, NC COURT SERVICES STAFF (Att.#7)**

Commissioner House stated the juvenile justice program in North Carolina was desperately underfunded. With the division of adult and juvenile corrections, the juvenile side had suffered with funding gaps. There was a critical shortage of employees with a 52% staff vacancy across the state in the juvenile justice system. The shortage and retention problem was partly a result of position requirements and pay structure.

**MOTION**

Commissioner House motioned to adopt the resolution.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 19– 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 (01.03.23 and 01.18.23) **(Att. #8 and 8a)**
- 2) Monarch Beach Club of Dare Lease Renewal **(Att.#9)**
- 3) DHHS – Community Child Protection Team and Child Fatality Prevention Team (CCPT/CFPT) Annual Report
- 4) Dare County Older Adult Fire Alarm Proposal
- 5) Water Dept. NCDOT Three Party Right of Way Encroachment Agreement – Airport Rd
- 6) Tax Collector’s Report
- 7) Updates to County Financial Policies and Travel Policy
- 8) Capital Project Ordinance for Frisco-Buxton Pathway **(Att.#10)**
- 9) Capital Proj. Ordinance for the Soundside Boardwalk Improvements Project **(Att.#11)**
- 10) Use and Occupancy Permit – NCDOT Slash Bridge Project – Water Line Agreement

Commissioner Ross and Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 20 – BOARD APPOINTMENTS**

1) Senior Tar Heel Legislative Delegates

Vice-Chairman Overman motioned to reappoint Kaye White and Susanne Kelly.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

2) Aging Advisory Council for the Albemarle Commission

Commissioner House motioned to reappoint Brandi Bohanan and Kaye White.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

3) Community Child Protection Team and Child Fatality Prevention Team

Commissioner Couch motioned to appoint Sara Sampson to replace Nancy Griffin and appoint Stephen Burritt to replace Jeff Mitchell.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

4) A.B.C. Board

Vice-Chairman Overman and Commissioner House motioned to appoint Jimmy Pierce to fill vacancy left by James Clark with an initial term expiration of August, 2023.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

5) Upcoming Board Appointments

The upcoming Board appointments for February, March and April, 2023 were announced.

**ITEM 21 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

Commissioners and the County Manager remarks are summarized below:

Commissioner House

- Stated Colington was often cut off during flooding events and the Colington Fire department made emergency calls when EMS could not get through. A Stryker LUCAS device for the department would be beneficial and have a positive impact.

**MOTION (Att.#12a)**

Commissioner House motioned to fund the purchase of a Stryker LUCAS device for the Colington Fire Department in the amount of \$20,687.39

Chairman Woodard seconded the motion

VOTE: AYES unanimous

- On January 19<sup>th</sup> he went to the Duck Research Pier for the annex building ribbon cutting. Dr. Dave Pittman recalled the area history with interesting remarks.
- Advised Miss Katie dredge had completed a maintenance project on January 26<sup>th</sup>. For the first time in seven years trawling vessels were able to come through Oregon Inlet. He shared a photograph of trawling vessels *Linda Gayle* and the *Shelia Rene*.
- Former Senator Jerry W. Tillman had passed away and he sent family condolences.
- Day in history 1952: Queen Elizabeth took the throne as Queen of the United Kingdom.
- Provided the Pet of the Week video of an adoptable cat named Windy.

Commissioner Ross

- Reminded everyone the March for Meals Initiative would begin next month. He planned on participating and encouraged others to do the same.
- The Theater of Dare would host music and readings on February 12 from 2-5:00 p.m. to bring awareness and raise funds for dementia care.
- The Chamber of Commerce would host an Economic Summit on February 23<sup>rd</sup>.
- Reminded everyone of the Special Olympics’ fund raiser on February 25<sup>th</sup> with a polar plunge at Jennette’s Pier.
- Congratulated the pin recipients, employee of the month and employee of the year.

Commissioner Couch had no additional business to share.

Commissioner Bateman

- Enjoyed the annual Hatteras oyster roast this past weekend although it was cold.
- The 25<sup>th</sup> annual Polar Plunge for the Dare Special Olympics was extending a challenge of participation to all Dare employees. The event would be held on February 25<sup>th</sup>.

Vice-Chairman Overman

- He congratulated the service pin recipients and 2022 employee of the year. He thanked Jackie Tillett, employee of the month recipient, for her many years of dedicated service.
- Presented a resolution for revision of the Good Samaritan Law in North Carolina.

**MOTION (Att.#12b)**

Vice-Chairman Overman motioned to adopt the resolution as presented to the Board. Commissioner Bateman seconded the motion

VOTE: AYES - unanimous

- In November, there were plans to have The Wall that Heals in Dare County. The three-quarter scale replica wall would be displayed at the Soundside event site. Chairman Woodard stated he understood the Veterans Advisory Committee was approximately \$5,000 short of needed funding to bring it to Dare.

**MOTION (Att.#12c)**

Chairman Woodard motioned for Dare County to provide \$5,000 for The Wall that Heals. Commissioner House seconded the motion

VOTE: AYES – unanimous

**MANAGER’S/ATTORNEY’S BUSINESS**

Mr. Outten advised that in a few weeks there would be a resolution presented relative to the most recent opioid settlement. There would be a deadline with the state. He did not know how the funds would be divided yet and proposed it may be the same 85/15 split as in the previous award. A special board meeting may be noticed, if the decision deadline did not coincide with the regular Board meeting schedule.

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

**MOTION**

Commissioner House motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 12:32 p.m., the Board of Commissioners adjourned until 9:00 a.m., March 6, 2023.

Respectfully submitted,

[SEAL]

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

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



*Government Education Access Channels Committee 2023-2024 Proposed Budget*

**Description**

See attached summary

**Board Action Requested**

Approve the proposed 2023-2024 budget

**Item Presenter**

Dorothy Hester, Public Information Director



The Government and Education Access Channels Committee (GEACC) has reviewed and approved the proposed 2023-2024 budget for the operation of CURRENTtv. The proposed budget, which would take effect July 1, 2023, must be approved by every participating member entity, including the towns of Duck, Southern Shores, Kitty Hawk, Kill Devil Hills, Nags Head, Manteo, Dare County, Dare County Schools, College of The Albemarle, and ECU Coastal Studies Institute.

The budget as proposed requires no additional funding from the participating entities above the current annual \$1,000 membership fee. The budget is primarily funded from the North Carolina Video Distribution proceeds, which are disbursed quarterly by the state to certified members. These funds must be used for operations of the two CURRENTtv channels and no other purpose. Additionally, the legislation that originally established the video distribution funding required that the proceeds not supplant current funding. Accordingly, the annual \$1,000 membership fee that was in place when the program began must remain or the channels would lose all video distribution funding from the state.

The GEACC recommends the budget, which includes, in part, the following: continued funding for two full-time staff positions and a Local Programming Development Initiative to assist members in the development of programming for CURRENTtv. The funding also includes the continued funding of two regular news magazine shows that highlight each of the participating members.

<b>INCOME</b>	<b>CURRENT 2022-2023</b>	<b>PROPOSED 2023-2024</b>
NC PEG Supplemental Video Disbursement (from the state NCDOR) <sup>1</sup>	255,000.00	247,000.00
Member Fees (annual fee paid by participating entities) <sup>2</sup>	10,000.00	10,000.00
Interest Income (interest from fund balance)	1,000.00	5,000.00
<b>TOTAL INCOME</b>	<b>266,000.00</b>	262,000
<b>APPROPRIATED FUND BALANCE<sup>3</sup></b>	54,920.00	63,626.00
<b>TOTAL REVENUE</b>	<b>320,920.00</b>	<b>325,626.00</b>
<b>EXPENDITURES</b>		
Salaries (2 Full time employees) <sup>4</sup>	(116,404.00)	(128,422.00)
Merit Pay <sup>5</sup>	(2,255.00)	(2,568.00)
FICA	(8,904.00)	(9,825.00)
Retirement	(14,562.00)	(16,579.00)
Health Insurance <sup>6</sup>	(41,256.00)	(37,781.00)
Life Insurance	(210.00)	(210.00)
Retiree Health	(204.00)	(231.00)
Contractual Services (Production of Destination Dare/Ed Awareness) <sup>7</sup>	(34,000.00)	(40,000.00)
Professional Services <sup>8</sup>	(2,000.00)	(2,000.00)
Equipment - Repair, Replacement, Purchase <sup>9</sup>	(12,000.00)	(5,000.00)
Supplies <sup>10</sup>	(2,000.00)	(3,500.00)
Music Library	(350.00)	(350.00)
Training	(1,000.00)	(1,000.00)
Travel	(1,000.00)	(1,000.00)
Professional Memberships	(500.00)	(500.00)
Channel Operations <sup>11</sup>	(7,600.00)	(11285.00)
Marketing	(1,000.00)	(1,000.00)
Miscellaneous	(500.00)	(500.00)
Capital Outlay	(0.00)	(0.00)
Contingency (Reserve for unexpected expenses)	(15,000.00)	(5,000.00)

Emergency Contingency (Storm related overtime during activations)	(2,500.00)	(2,500.00)
Vehicle Maintenance	(1,000.00)	(1,000.00)
Vehicle Fuel	(2,000.00)	(2,000.00)
Insurance and Bonds	(3,425.00)	(2,975.00)
Uniforms	(500.00)	(400.00)
Verizon Wireless <sup>12</sup>	(750.00)	(750.00)
<b>TOTAL OPERATING EXPENDITURES</b>	<b>-270,920.00</b>	<b>-275,626.00</b>
<b>Local Program Development Initiative</b>		
This is money set aside in the budget to foster development of program content by the member entities. Money is awarded on an application and grant basis to participating entities by the Government and Education Access Channel Committee. The money can be used to produce programs, improve the quality of existing programs, or purchase equipment to provide for increased production and/or quality of programs.		
LPDI 1 - Coastal Studies Institute	(5,000.00)	(5,000.00)
LPDI 2 - College of The Albemarle	(5,000.00)	(5,000.00)
LPDI 3 - Dare County Government	(5,000.00)	(5,000.00)
LPDI 4 - Dare County Schools	(5,000.00)	(5,000.00)
LPDI 5 - Duck	(5,000.00)	(5,000.00)
LPDI 6 - Kill Devil Hills	(5,000.00)	(5,000.00)
LPDI 7 - Kitty Hawk	(5,000.00)	(5,000.00)
LPDI 8 - Manteo	(5,000.00)	(5,000.00)
LPDI 9 - Nags Head	(5,000.00)	(5,000.00)
LPDI 10 - Southern Shores	(5,000.00)	(5,000.00)
<b>TOTAL LPDI</b>	<b>(50,000.00)</b>	<b>(50,000.00)</b>
<b>TOTAL LPDI AND OPERATING EXPENDITURES</b>	<b>-320,920.00</b>	<b>-325,626.00</b>

Continue to footnotes on next page.

**Government and Education Access Channel  
Draft Budget Notes for 2021-2022**

Goals and Objectives to be achieved with this budget.

1. Continue to fund the operation of the channel at a level that provides a professional, reliable and quality service to the citizens of Dare County.

<sup>1</sup> **NC PEG Supplemental Video Disbursement** - this is revenue that is collected by the state in the form of a use tax on cable and satellite providers. The money is pooled and disbursed to qualifying PEG operations within the state. PEG stands for Public, Education, and Government Access. Dare County has 10 qualifying PEG entities, each is a member of the Government and Education Access Channel Committee. Each quarter, this money is disbursed to the entities by the state, and then the Government and Education Access Channels invoices the entities for this money. These state funds are the main source of funding for the Government and Education Access Channels. There has been a slight decrease in NC PEG revenue disbursements so the budget has been adjusted accordingly.

<sup>2</sup> **Member Fees** - Each entity member pays an annual membership fee to participate in the Government and Education Channel Access. This money must remain in place in order for each entity to receive the PEG Supplement from the state. There is no change to this amount from last year, so impact on each entity's budget is unchanged.

<sup>3</sup> **Appropriated Fund Balance** -The appropriated fund balance is the amount pulled from the unappropriated fund balance to meet the obligations of the budget. The unappropriated fund balance is currently \$319,229.23 and with the appropriation for the current fiscal year (\$54,920.00) subtracted, the total is anticipated to be \$264,309.23 on June 30, 2023.

<sup>4</sup> **Salaries** - This budget currently funds two full-time positions that are Dare County employees, and includes a 2.5% COLA increase as recommended by Dare County Finance for planning purposes.

<sup>5</sup> **Merit Pay** - awarded on performance. Dare County Finance has advised that \$2,568 be included for FY 2024.

<sup>6</sup> **Health Insurance** - Includes health insurance coverage for both employees.

<sup>7</sup> **Contractual Services** - This is for the production of Destination Dare and Dare Education Awareness, our two main programming initiatives that highlight interesting aspects of government and education in Dare County. Each entity contributes one segment to each episode. Destination Dare is produced every other month, and Dare Education Awareness is produced in the alternate months. Last year, we deducted \$6000 from this line item in an effort

to reduce the amount of contracted hours. However, rates have increased this year, which brings this line item back up to \$40,000.

<sup>8</sup> **Professional Services** - Item to pay for costs associated with professional services such as professional voiceover work, acting, and potential production support.

<sup>9</sup> **Equipment** - Monies set aside for the purchase and repair of large item video production equipment, such as cameras, editing computers, and lighting equipment.

<sup>10</sup> **Supplies** - This supports the purchase of supplies such as batteries, gaffers tape, lighting gels, accessories, and small equipment items that do not qualify as Capital Outlay or Equipment.

<sup>11</sup> **Channel Operations** - Expenses that support the day to day operation of the channels. This includes:

- \$4,200.00 - OBX Media: for website hosting and maintenance
- \$2,400.00 - Reflect: Streaming Video/VOD for online video streaming service
- \$3,700.00 - Cablecast: Closed captioning service (500 hours)
- \$600.00 - Adobe: Creative Cloud subscription for professional non-linear editing tools
- \$385.00 - Storyblocks: Digital asset and stock footage library

<sup>12</sup> **Verizon Wireless** - Line item dedicated to Verizon Wireless fee for use in mobile live broadcasting with Cradlepoint device.



*Cenero EOC AV Maintenance Contract*

**Description**

Three-year maintenance contract for EOC AV equipment

**Board Action Requested**

Approve and authorize County Manager to execute

**Item Presenter**

Matthew Hester, IT Director



# Constant Connect

*powered by Cenero*

## Service Agreement for Dare County Government

954 Marshall C. Collins Drive  
Manteo, NC 27954

Prepared by:  
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(252) 475-5891

Submitted February 7, 2023  
*Pricing valid for 45 days from above*

Opportunity # OP22-58942 (Cenero)





## Service and Maintenance Coverage Options



Constant Connect is a suite of managed services that provides the ultimate in support for all of your audio visual and video conferencing systems. Whether your system was created using Cenero’s world-class design and installation services or was installed by another AV integrator, Constant Connect can monitor, test, diagnose, repair, and confirm “room readiness” on an on-going basis across your entire enterprise. The suite includes **Proactive Services, UC Proactive Services and Reactive Services** – all available separately or as a combined solution. All services can include **Cenero Analytics**, an online dashboard of detailed information on system performance, room usage, inventory management and service calls. Our AV **Staffing** solution manages all aspects of acquiring, hiring, and training technical experts to support complex conferencing technology.

It is critical that all of your systems function flawlessly for each and every meeting. We also recognize that each company has different support needs based on system types, internal support structure and usage patterns. Therefore, we offer various levels of maintenance and support to meet the specific needs of your organization.

### The Constant Connect Advantage

- **Managed Services with Closed-Loop Testing:** Many services claim to monitor and manage all aspects of audio visual and conferencing systems, but really only monitor video conferencing endpoints. Only Constant Connect can truly monitor, manage, test and re-commission the entire audio visual and conferencing enterprise. Remote closed-loop tests turn on and exercise every device in every room for increased room uptime, so every meeting can start on time without issues.
- **Detailed Analytics:** A comprehensive online database details system performance, user trends and service calls. This helps you plan for future requirements, easily alleviate frequent issues and clearly understand how your employees are using the technology.
- **Tier Three Service Engineers at a Touch of a Button:** Quickly get help with any issue from tier three service engineers – available immediately via phone or video at the touch of a button. Meeting delays equate to lost productivity. Our “on-demand” technical support engineers are skilled and certified in all major areas of audio, video, and conferencing products and systems.
- **Experience and Commitment:** We have extensive experience designing, installing, managing, programming, and supporting audio visual and conferencing systems for corporate enterprises. Constant Connect Managed Services have been successfully deployed worldwide for a variety of companies, universities and healthcare facilities.





## Reactive Services

- **Dedicated Live Support:** Dedicated 24-hour help desk support provided by tier three certified engineers via phone or video.
- **Service Ticket Tracking:** Summary reports of all service calls provided via a web-based portal helps with infrastructure purchasing decisions.
- **Preventative Maintenance Visits:** One preventative maintenance visit per contract calendar year term to perform general maintenance and testing.
- **Critical Product Loaner:** Loaner product will be supplied while the original equipment is being repaired if available.
- **Expedited On-Site Support:** A technician will be dispatched to the Client site within eight (8) business-hours of determining that a high-priority service site visit is required.
- **Constant Connect Dashboard:** Access to dashboard with all project, system and product related information including inventory, control code, drawings and schematics.
- **Product Warranties:** Comprehensive product warranties as defined by the manufacturers.

## Manufacturer Warranty Support

- **Advanced Replacement:** Manufacturer warranties entitle you to next day advanced replacement for failure of any component to the system/kit including but not limited to: codecs, cameras, microphones, phones and remote controls.
- **Firmware and Software Upgrades:** All applicable equipment is upgraded to the latest major revision and is carried out by a certified technician through remote or on-site access
  - Manufacturers typically put out one major revision/update per year.
  - The upgrade will be tested in house by a certified technician before dispatched to the customer.

## Proactive Services

- **System and Network Monitoring:** Real-time, facility-wide monitoring of all AV systems and networks.
- **Nightly Remote System Testing:** Remote closed-loop testing turns on and exercises each device to ensure room uptime.
- **Real-Time Diagnosis and Repair:** Diagnosis and repair of all problems to keep systems operational.
- **Remote Systems Re-Commissioning:** Remote testing and re-commissioning of the audio visual system on a periodic basis.
- **Video Conferencing Device Registration:** Each video endpoint is registered to the Cenero monitoring system and tested.
- **System Certification:** Cenero will certify or recertify the functionality of the audio visual system, verify the accuracy of the system drawings and review the functionality of the Control Code.
- **Cenero Managed Meetings:** A Cenero technician will be onsite to manage up to two (2) critical meetings, during normal business hours in four-hour increments (either 8am-12pm or 12pm-4pm local time) each year of the coverage term.
- **Remote Meeting Management:** Cenero will remotely manage meetings, with "On Demand" live technical support. Example services include launching and monitoring video & audio conference calls, monitoring and proactively fixing user related or technical issues, and pre-meeting testing and setup of audio, video and AV equipment.
- **Call/Resource Scheduling:** Online or live assistance with scheduling point-to-point and multi-point calls.
- **Pre-Test Call:** 15 Minutes prior to a scheduled call, an engineer performs a pre-call connection to verify video and audio connectivity and quality (*must be scheduled prior to call*).
- **Constant Connect Concierge:** Access to a high-touch personal service that provides technical and end user assistance at the touch of a button.



## UC Proactive Services

- **PC Monitoring:** Continuous monitoring of Systems using a custom built Windows software service that communicates with Constant Connect.
- **Peripheral Monitoring:** All USB peripherals such as cameras, microphones, speakers and the content input monitored in real time then remotely diagnosed by a technician.
- **Application Monitoring:** Monitors the running and registration status of the application.
- **Remote Assistance:** Cenero can connect to the system and assist users by seeing the active screen on the touch panel.

## Analytics Portal

- **Room Usage and Analysis:** Detailed reports on room usage and function, including information on usage across all rooms, room usage comparisons, usage per room and usage by system.
- **System Performance Reports:** Nightly test results for every device in every room to prevent problems ahead of time.
- **Inventory Tracking:** Tracking of all AV equipment for improved cost of ownership.
- **Service Call Monitoring:** Online submittal, monitoring and tracking of service calls to manage issues and provide information for future infrastructure decisions.
- **Detailed Room Information:** Comprehensive data on AV function, firmware versions, lamp life and equipment documentation to help you make better business decisions.

## Staffing

- **Managed Personnel:** We manage all aspects of the recruitment, screening and hiring, human resources, management, replacement, training and certification of personnel. We train technicians to work directly at a client facility providing meeting support, preventative maintenance, service and AV help desk support.
- **Industry Knowledge:** On-site staff will be proficient in all audio visual and conferencing technologies. You do not need to incur costs to have your staff acquire certifications for your AV equipment, Cenero experts already have the knowledge to support your entire complex infrastructure.
- **Targeted Expertise:** Your IT team needs to focus on all aspects of your business –from computers to phone systems to network availability. Complimenting your IT team with technicians who specialize in AV means you no longer have to make service calls and wait for problems to be resolved. Your important meetings will be up and running right away, providing a high degree of adoption, system availability and an improved user experience.
- **Global Team:** Our AV technicians, operators and meeting support specialists are an extension of the entire Cenero team. Backed by a global knowledge base, corporate training program and the skill set of multiple teams, our on-site staff can readily tap into any Cenero skill set globally – from engineering through to quality control – to ensure you receive superior support.

## Training

- **Virtual Training Sessions:** Real-time virtual training by a dedicated instructor for both end users and technical teams, instruction includes how to use the technology, FAQs, and real world examples.
- **Quick Start Guides:** Step-by-step instructions specific to each room type detailing specific ways to use the technology such as how to start a meeting, conduct a video or audio call, connect a laptop, share content, and more.
- **Training Videos:** Easy-to-follow training videos illustrate how to use the technology to help drive usage, includes library of pre-produced product training videos, or creation of custom live or animated videos for an additional fee.
- **Ongoing Training:** Includes 1 additional training session, any necessary updates to Quick Start Guides.
- **Additional Training Services:** Additional services include on-site training, train the trainer sessions and facilitator guides, eLearning modules, multilingual documentation, and training and adoption consulting services.



## Room Types

Pricing for Constant Connect can be assigned per room/system and is based on two key factors:

- 1 - The level of Constant Connect services you need.
- 2 - The type of room being supported.

BASIC PRESENTATION	PRESENTATION SYSTEM ONLY
BYOD	PRESENTATION SYSTEM WITHIN-ROOM USB MICS, SPEAKERS AND CAMERAS FOR CONFERENCING USING YOUR OWN DEVICE
ROOM SYSTEM	BASIC SOFTWARE-BASED SYSTEM THE PROVIDES PRESENTATION AND CONFERENCING CONTROLLED THROUGH A TOUCH PANEL
ROOM SYSTEM W/ INTEGRATION	ADVANCED SOFTWARE-BASED SYSTEM THAT PROVIDES PRESENTATION AND CONFERENCING CONTROLLED THROUGH TOUCH PANEL. INCLUDES AT LEAST ONE OF THE FOLLOWING: CONTROL, MULTI-CAMERA TRACKING, OR IN-ROOM MICS/SPEAKERS
FULLY INTEGRATED SYSTEM	PRESENTATION & CONFERENCING SYSTEM REQUIRING CUSTOM DESIGN, ENGINEERING, CODING, UI DEVELOPMENT AND TRAINING
TOWN HALL	SYSTEM IN A LARGE COMMUNAL SPACE OCCASIONALLY USED FOR ORGANIZATION WIDE MEETINGS
AUDITORIUM/THEATER	SYSTEM DESIGNED FOR LIVE EVENT STREAMING AND RECORDING
DIGITAL SIGNAGE	SYSTEM OR DEVICE INTENDED FOR DIGITAL SIGNAGE ONLY
VIDEOWALL	VIDEOWALL
CUSTOM	CUSTOM SYSTEM

***\*Lift and supplies/personal needed for lifts are not included in service contract pricing a separate T&M quote will be provided when required***



<u>Room Name/Number</u>	<u>Room Type</u>	<u>Reactive</u>	<u>Proactive</u>	<u>Reactive &amp; Proactive</u>
Amateur Radio Emergency Service 147	BYOD Room	\$55	--	\$55
Call Center 150	BYOD Room	\$55	--	\$55
Command Staff 146	BYOD Room	\$55	--	\$55
Conference Room 143	BYOD Room	\$55	--	\$55
Control Group 142	Room System with Integration	\$115	\$300	\$415
Dining 121	BYOD Room	\$55	--	\$55
Dispatch 153	BYOD Room	\$55	\$175	\$230
Emergency Communications Center 151	BYOD Room	\$55	--	\$55
Emergency Management 104	BYOD Room	\$55	--	\$55
Joint Information Center Section 139	BYOD Room	\$55	--	\$55
Public Information Officer 140	BYOD Room	\$55	--	\$55
Quiet Room 152	BYOD Room	\$55	--	\$55
Support Group 141	Custom	\$225	\$500	\$725
Video Production 138	BYOD Room	\$55	--	\$55
<b>Total Monthly</b>		<b>\$1,000</b>	<b>\$975</b>	<b>\$1,975</b>

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### Service Order Agreement

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Cenero will provide all of the services as defined in this Service Order Agreement, per the Master Service Terms and Conditions, for Dare County Government, the "Client", located at Manteo, NC.

#### 1 Year Option:

Service Contract Term: 2/28/2023 – 2/27/2024

Investment for Reactive and Proactive Services \$23,700

**Total Investment for Services \$23,700**

Client to Select Billing Option Total 1 Year Option\_\_\_

#### 3 Year Option:

Service Contract Term: 2/28/2023 – 2/27/2024

Investment for Reactive Services \$71,100  
 15% Multi-year Discount -\$10,665

**Total Investment for Services \$60,435**

**Client to Select Billing Option Yearly\_\_\_ Total 3 Year Option\_\_\_**

Payment to be made as follows: Balance Due Net 30 Days

**\*\*Applicable Sales Tax is NOT included.**



IN WITNESS WHEREOF, having read and understood all provisions and terms contained herein, Client and Cenero acknowledge their acceptance and agreement hereto, and to the [Cenero Terms and Conditions](#). Furthermore, both parties represent that they have the full authority to sign this Agreement.

**Client: Dustin Peele**

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

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

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

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

**Billing Contact:**

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

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

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is a binding agreement effective on the last date of signatures herein (the "**Effective Date**") by and between Cenero LLC, a Limited Liability Company with an office at 1150 Atwater Drive, Malvern, PA 19355 ("**Cenero**") and County of Dare, a body politic with an office at 954 Marshall Collins Drive, Manteo, NC 27954 ("**Customer**"). Cenero and Customer may be referred to in this Agreement each as a "**Party**" and collectively as the "**Parties**."

### 1. Services.

1.1 Statements of Work. Subject to the terms and conditions set forth in this Agreement, Cenero will provide the services described in the Statement of Work ("**SOW**") attached to this Agreement ("**Services**"), and such additional SOWs as the parties may execute from time to time, in each case on the schedule set forth in the applicable SOW and otherwise in accordance with the provisions of such SOW. Each SOW executed by the parties will constitute a separate contract between the parties, each of which shall be governed in all respects by this Agreement.

### 1.2 Access to Customer Site; Condition.

(a) Generally. Cenero's performance of the services is dependent upon Customer's obligation to timely provide products, services, personnel, technical data and other information, and/or access to facilities as may be deemed necessary by Cenero for performance of the services set forth in the SOW. Customer hereby grants Cenero reasonable access to Customer's premises and equipment for the purpose of performing the Services. To the extent applicable, Customer hereby certifies that there is a minimum of ten (10) inches of clearance above any ceiling and that all walls are "fishable," as that term is generally accepted within the construction industry, where audio visual work is to be performed. Customer agrees to pay additional fees if these conditions are not satisfied.

(b) Allocation of Time. Customer agrees to allocate continuous periods of time, to provide access to Customer's computer network, and to make Customer's network administration staff or consultant available, as estimated and defined in the SOW, to allow for the performance of the services by Cenero. In the event that Customer fails to allocate time, or provide the required network access or administration staff required per the SOW, or if Customer's other agents, contractors or consultants providing services to the Customer, outside of Cenero's scope of responsibility, cause delays or additional visits to the service location as required for the performance of the services, and such failure causes a delay in the performance of the services by Cenero hereunder, or results in additional costs to Cenero, then Cenero shall take such action as it deems reasonably prudent and shall provide Customer with a written description of such delay and the resultant costs. Customer shall pay Cenero for all such additional costs and agrees to extend the schedule for performance, if any, set forth in the SOW by the time period of such delay or such additional time as required as a result of such delay.

(c) Hazardous Materials. Cenero shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form in connection with the Project, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead-based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

### 1.3 Construction Administration Services as Part of Cenero's Design Services.

(a) Periodic Site Visits. If included as part of Cenero's services set forth in the SOW, Cenero shall visit the site at intervals, appropriate to the stage of construction, or as otherwise agreed with Customer in writing. The purpose of the periodic site visits is to become generally familiar with the progress and quality of the work designed by Cenero and to determine in general if such work is proceeding in accordance with any contract documents as part of the contract for construction. Cenero shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work designed by Cenero. Based on such on-site observations, Cenero shall keep Customer informed of the progress and quality of the work designed by Cenero and shall endeavor to guard the Customer against defects and deficiencies in such work of the contractor.

(b) Means and Methods. Except as specifically set forth in a SOW, Cenero shall not have control or charge of, and shall not be responsible for: (i) construction means, methods, techniques, sequences or procedures, (ii) safety precautions and programs in connection with the work, (iii) the acts or omissions of any construction contractor, subcontractors or any other persons performing any of the construction work; or the failure of any of them to carry out the work in accordance with any contract documents that are part of the contract for construction. In the event that Cenero is performing any installation services, Cenero shall have responsibility for the safety of its employees only, but shall not be responsible for overall site safety, which shall be the responsibility of other parties.

(c) Contractor Submittals. Review of any construction contractor submittals (for example, shop drawings), if included as part of Cenero's services set forth in the SOW, is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in any contract documents prepared by Cenero, but such review is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor to the extent required by any contract documents as part of the contract for construction. Cenero's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Cenero's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by any contract documents as part of the contract for construction, Cenero shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by any contract documents as part of the contract for construction.

1.4 Design without Construction Administration Services. If Cenero provides design services under the SOW, but Customer has determined to forgo any project observation or review of the contractor's performance or other construction administration phase services, then, the Customer assumes all responsibility for interpretation of the any contract documents prepared by Cenero and for construction observation and supervision and waives any and all claims against Cenero that may be in any way connected thereto. Customer shall indemnify, defend and hold harmless Cenero and its officers, directors, owners, agents, employees, successors and assigns from and against any and all claims, damages, losses, judgments, payments, awards and expenses (including reasonable attorneys' fees and litigation costs) arising out of or resulting from the performance of such services by any persons or entities other than Cenero and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents prepared by Cenero to reflect changed field or other conditions, unless such claims arise directly from the sole negligence or willful misconduct of Cenero. If Customer requests that Cenero provide any specific and/or limited construction administration phase services, and if Cenero agrees to provide such services, then Cenero shall be compensated for said services as additional services and said services shall be performed in accordance with the terms and conditions of the SOW, this Agreement and/or any amendments to such agreements.

## 1.5 Support Services.

(a) Coverage Term. If Customer obtains support and maintenance services as part of any Service Support Program ("**Support Services**"), the Coverage Term for the Support Service Program is defined in the SOW and initiates upon either (as specified): (i) the execution of this Agreement, (ii) the receipt by Cenero of either full or initial payment per the applicable payment terms or (iii) the installation of a Communications Link (if applicable) and shall continue for the period specified in the applicable SOW (the "**Coverage Term**"). Upon completion of any Coverage Term, this Agreement will automatically renew for a successive one (1) year period unless either party provides written notification of its intent not to renew at least sixty (60) days prior to the renewal date. Renewal of any expired Support Service Program may be subject to additional charges including, but not limited to, any charges for re-inspection or certification of the Products or system. Notwithstanding the foregoing, in the event any Cenero product, device, equipment, or Support Service Program is discontinued, or any third-party software, product, device, or equipment covered under the Support Services Program is discontinued, sunset, updated, or the manufacturer's support for any such items are discontinued, then such Support Service Program shall not be renewed. Renewals to extend any Support Service Program may be subject to price increases by Cenero, which shall be indicated on the invoice delivered for any such renewal.

(b) Business Hours. Cenero's Support Center and related telephone support services as part of the Support Service Program are available 24 hours per day from 12:00 a.m. on Mondays to 8:00 p.m. on Fridays, Eastern Standard Time, excluding Cenero-observed holidays (as defined at www.cenero.com). Work or services performed at the Customer's facility is conducted between 7:30 a.m. and 5:30 p.m. Monday through Friday, excluding Cenero-observed holidays ("Cenero's Regular Business Hours"), including all travel time. Work requested by Customer outside of Cenero's Regular Business Hours will be quoted by Cenero separately. Portal access is available on a 24-hour, seven-days-a-week, basis.

(c) Exclusions. The following services are not provided under the Cenero Support Service Program: (i); repair or replacement of flat panel displays due to burn-in as a result of normal usage; (ii) repair or replacement of consumables; (iii) replacement of components not available from original manufacturer; (iv) repair or replacement of equipment damaged due to: disaster, accident, neglect or misuse by Customer, failure or defect of electrical power, failure or defect of external electrical circuitry, failure or defect of air conditioning or humidity control, (v) the use of Cenero-supplied products with items not provided or approved by Cenero; or (vi) compatibility issues caused by Customer-provided equipment or products or services provided by a third party.

1.6 Customer Responsibilities. Customer shall perform those tasks and assume those responsibilities specified in the SOW and this Agreement ("**Customer Responsibilities**"). Customer will designate for each SOW a project manager, or similar Customer representative, acceptable to Cenero, who will be both responsible and authorized to: (i) make all decisions and give all approvals required by Cenero, and (ii) provide, on a timely basis, Cenero personnel with all information, data, and support required for Cenero's performance of the services under the SOW. The SOW shall also contain assumptions related to the Services, if any. Customer understands that Cenero's performance is dependent on Customer's timely and effective satisfaction of Customer Responsibilities. Customer will comply with all government import and export control laws and procedures applicable to any products, hardware or equipment, and will obtain permits and licenses required for the operation and performance thereof. Customer will obtain all regulatory, governmental, and other approvals and consents necessary or deemed appropriate by Cenero for any products, hardware or equipment or for the services provided under the SOW.

1.7 Changes. If Customer changes its requirements in a manner requiring modifications to the Services or Customer's procedures, systems or operations, Customer shall submit to Contractor a request ("**Change Request**"). Change Requests will be submitted in writing and will describe in reasonable detail the nature of the proposed modification and the reasons therefor. Contractor will promptly provide Customer with an estimate of the impact of the Change Request on feasibility and likely effect on the cost of performing Services. The parties in good faith will consider any proposed changes, including equitable adjustments to costs and schedules for the performance of Services, provided that no Change Request shall take effect until the parties agree in writing. Cenero will provide no additional services until Customer and Cenero sign such change control document. In addition, where products Cenero has already purchased are no longer required due to Customer-driven changes, a restocking and handling charge will apply. Customer is responsible to pay all actual restocking and associated handling charges.

## 2. Compensation.

2.1 Fees; Payment. Customer will pay Cenero the compensation specified in the SOW. Customer will be invoiced as set forth in the SOW. If a Communications Link is required and must be established between Cenero and Customer, then Cenero shall specify such additional costs, which are payable by Customer. All invoices are due and payable in full upon receipt by Customer. All payments to Cenero shall be in U.S. dollars and Cenero's preferred method of payment is by company check or Electronic Funds Transfer (EFT). If Customer chooses a method of payment which results in an additional charge to Cenero, such as a credit card transaction with related fees, then Cenero reserves the right to invoice Customer for those additional charges and fees and Customer agrees to pay said additional charges and fees, if any. All payments must be received prior to initiating any Support Service Program. When advanced replacement parts exchange is provided by Cenero, Customer will return the defective component to Cenero within ten (10) days of receiving the replacement component, or the Customer will pay for the replacement part at Cenero's standard list price. Cenero reserves the right to invoice Customer for stored equipment if services are delayed for issues beyond Cenero's reasonable control. Cenero shall be entitled to additional compensation, equal to the cost difference between the actual and budgeted equipment costs, when the total equipment cost used in a SOW increases two percent (2.0%) or more between the time a SOW is executed and the time equipment is purchased.

2.2 Late Payments; Billing Disputes. Customer agrees to pay Cenero on demand for all costs and expenses, including reasonable attorneys' fees and court costs, which may be incurred in the collection of any unpaid invoices. If Customer does not pay an invoice pursuant to the SOW, the amount due will be subject to interest charges of 1½% per month. This interest will begin to accrue on the 31<sup>st</sup> day following presentment of the applicable invoice and will compound on a daily basis thereafter. Customer agrees to provide Cenero with a written explanation of any disputed amounts within fifteen (15) days of receipt of invoice, to pay all undisputed amounts of the invoice when due and to cooperate in good faith with Cenero to resolve disputed amounts within thirty (30) days of receipt of the written explanation of the disputed item(s). Any item invoiced and not disputed by Customer within fifteen (15) days following receipt of invoice shall be considered accepted in all respects.

2.3 Taxes. Pricing set forth in the SOW does not include taxes, including sales, use, value-added or other excise, duties and similar fees, nor does it include shipping costs, insurance or related fees and costs. Customer will pay the aforementioned taxes and costs arising out of or in connection with this Agreement, except tax based on Cenero's net income. Unless Customer provides valid tax exemption certificates, Customer shall be responsible for all taxes as set forth herein.

2.4 Suspension of Services. In the event that Customer fails to render payment for such services and such payment remains overdue fifteen (15) days after the invoice is due, then Cenero has the right to suspend performance of the Services until such time that all outstanding monies are paid. Cenero will be relieved of all obligations to provide Services during any period in which any payments are delinquent. Any such suspension of the services shall be without liability to Cenero, including any delay or disruption damages. Any suspension of Support Services shall not extend the applicable Coverage Term. The timing of examination periods, fieldwork and the delivery of draft and final deliverables will be revised at Cenero's sole

discretion based upon the nature of the delinquent payment(s) and Cenero's availability as of the date the delinquency is resolved. Cenero's resumption of its obligations after payment has been made will be based on availability of personnel and will not be unreasonably delayed.

### 3. Software License.

3.1 Hosted Services. During the Coverage Term, and upon Customer's payment of all applicable fees, Cenero may enable Customer to access and utilize remotely hosted services (collectively, the "**Hosted Services**") subscribed to hereunder pursuant to and in accordance with the provisions of the SOW and this Agreement. Customer shall be solely responsible for any and all content transferred by Customer or any other party in connection with Customer's access and/or use of the Hosted Services, including all visual, written and/or audible communications. Customer shall not access and/or use the Hosted Services (i) to send unsolicited commercial email in violation of applicable law; (ii) to request, collect and/or store sensitive data (such as credit card numbers or social security numbers); (iii) to communicate any message or material that is deemed harassing, threatening, indecent, obscene, libelous, slanderous, or otherwise unlawful; (iv) in a manner which violates the intellectual property rights of any party; or (v) in a manner which constitutes or encourages conduct that could be a criminal or civil offense under any applicable law or regulation. Although Cenero is not responsible for any such content or communications, Cenero reserves the right to take any action it deems necessary or appropriate in its sole discretion, with respect to any such content or communications of which Cenero may become aware, at any time and without notice to Customer.

3.2 Software. To the extent Cenero delivers any software to Customer for installation on the servers, devices or other equipment of Customer ("**System Control Software**"), Cenero hereby grants Customer a worldwide, perpetual (except with respect to software used in connection with the Cenero Support Services), non-exclusive, non-sublicensable, non-transferable right and license to use the software in object code format and solely in connection with the establishment, use, maintenance, service and modification of the system implemented by Cenero. Such license terms will also apply to any and all software updates and enhancements provided by Cenero, its licensors, or third-party vendors in connection with this Agreement. Notwithstanding anything to the contrary in this Agreement, with respect to software used in connection with the Cenero Support Services, Customer's license shall be limited to the Term of the applicable SOW. The foregoing System Control Software license will automatically terminate upon the disassembly of the audio visual system provided by Cenero, unless the system is reassembled by Cenero in its original configuration in another location. Cenero may terminate this license upon notice for failure to comply with any of terms set forth in this Agreement. Upon termination, Customer agrees to immediately destroy the software, including all copies and back-ups thereof and modifications thereto.

3.3 Intellectual Property. The Hosted Services and System Control Software (collectively, "**Software**") contain material that is protected by United States copyright and trade secret law, and by international treaty provisions. All rights not expressly granted to Customer under this Agreement are expressly reserved by Cenero and its licensors. Licensee shall not modify, remove or destroy any proprietary markings or confidential legends placed upon or contained within the Software or any related materials. The Software is licensed, not sold, and Customer acquires no rights or title to the Software under this Agreement. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights and other intellectual property and proprietary rights in the Software shall remain the sole and exclusive property of Cenero or its licensors, as applicable.

3.4 Third Party Software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the Customer system shall be delivered to Customer for the sole benefit of Customer and, except as expressly provided to the contrary herein, Customer shall retain no further rights therein or thereto after the Coverage Term, except as provided by the vendor of any such hardware or software to the Customer, independent of any responsibilities or actions required by Cenero. Customer's use of the third party software and services, in connection with the use of the system provided by Cenero, is subject to the terms and conditions contained in the license agreements issued by the third party providers of such software and services ("**Third-Party Licenses**"), the terms and conditions of which are binding upon Customer.

3.5 Restrictions. Customer may not reverse engineer, decompile or otherwise attempt to decipher any software code in connection with the services, Software or any other aspect of the technology of Cenero, its partners, or licensors, except as specifically permitted herein or in the SOW. Customer may reassign Hosted Services authorized users without incurring additional fees. Customer may not resell, distribute, or otherwise use any of the services or systems provided under the SOW on a timeshare or service bureau basis. Customer shall not access and/or use any of the Hosted Services or systems provided under the SOW in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Cenero Web sites, services for other customers or clients, or any networks or security systems of Cenero. Customer further agrees to secure and protect each computer, workstation or terminal which allows direct access to the System Control Software as well as the software itself, documentation related to the software, and copies thereof and all related intellectual property in a manner consistent with the maintenance of Cenero's rights therein and the confidential and/or proprietary nature thereof. Customer shall take appropriate action, including by instruction or agreement with any of Customer's employees or consultants who are permitted access to the System Control Software, in order to assume and satisfy the obligations hereunder.

4. Title and Delivery of Equipment. Title to any product or equipment manufactured by a third-party and supplied by Cenero and purchased by Customer as part of the SOW shall pass to Customer upon delivery to common carrier for shipment to Customer, which shall be shipped F.O.B. origin. Title to any product or equipment manufactured by a third-party and merely supplied by Cenero on a rental or loaner basis ("**Loaner Equipment**") shall remain with and be the property of Cenero at all times. Customer shall be responsible for all Loaner Equipment in its possession or control pursuant to the terms of this Agreement and the SOW, and Customer expressly agrees that it is responsible for any Loaner Equipment that is damaged, lost or stolen (whether by use, misuse, accident or neglect) after such Loaner Equipment is delivered to Customer, unless such losses are caused by Cenero, its employees, or its contractors. In addition to amounts due to Cenero in connection with this Agreement, Customer agrees to pay Cenero upon demand for all losses incurred by Cenero on account of lost, damaged, inaccessible and/or stolen Loaner Equipment, based upon repair costs for reparable equipment or full replacement cost for lost, stolen or irreparable Loaner Equipment. In addition, Customer shall be responsible for rental fees while Loaner Equipment is inaccessible or while being repaired and/or replaced, as the case may be.

### 5. Term and Termination.

5.1 Term. This Agreement will be effective during the "**Term**", which means the one-year period starting on the Effective Date and any extension of that period as provided herein. Following the expiration of the initial one-year Term, the Agreement will automatically renew for additional one-year periods unless a Party provides notice of termination at least 90 days before the expiration of the then-current Term; provided that, following any expiration of the Term, the terms of this Agreement will survive and apply to each SOW still outstanding until the expiration of the applicable term of the SOW Term (as defined below) unless the SOW is terminated earlier in accordance with the terms of this Agreement or the applicable SOW. The term of an SOW begins on the SOW effective date and, unless earlier terminated pursuant to this Agreement or the terms of the SOW, continues for the period set forth in the applicable SOW (the "**SOW Term**").

5.2 Termination. Either Party may terminate this Agreement or any SOW for material breach and where such material breach is not cured within thirty (30) days of receipt of written notice of such breach. If such breach is due to Cenero's failure to perform and cannot be cured within such thirty (30) day period, then such period shall be extended, provided that, Cenero, within such thirty (30) day period, commences to cure such breach. Either Party may immediately terminate this Agreement or any SOW if the other Party ceases doing business in the ordinary course, becomes



insolvent, has a receivers appointed for its assets, or becomes the subject of bankruptcy proceedings. Except as provide for under Section 2.4, for the Support Services, the SOW is non-cancelable. Should the Customer terminate the SOW before completion, all fees set forth in the SOW are due in full to Cenero, unless Customer properly terminates this Agreement or the applicable SOW for Cenero's material breach, in which case Customer shall pay for all Services properly rendered and products delivered prior to the effective date of termination. When this Agreement terminates, both parties will continue to comply with all of the terms of this Agreement that call for performance subsequent to the termination date, including payment by Customer for Services rendered and products by Cenero through the date of termination, and all related expenses due. The sections of this Agreement which by their essential purpose shall survive any expiration or termination, which sections shall include, without limitation Sections 2, 3.3, 3.5, 6, 7, 8, 9, 10, 11 and 12 will survive such expiration or termination.

6. Confidentiality. Either Party may receive from the other Confidential Information (as defined below). Each Party agrees to protect and neither shall disclose nor use any of the other Party's Confidential Information, except to the extent required in connection with the performance of the services set forth in the SOW. The term "**Confidential Information**" shall mean any and all non-public, proprietary or other non-publicly available information, materials, documents, data, plans, technical information, specifications, inventions, know-how, formulae, business information, and other information in whatever form held by the disclosing party, which the disclosing party has designated and specifically marked as confidential, or which should be reasonably deemed to confidential based on the type of information or context of its disclosure. The Confidential Information of Cenero includes the Software. Confidential information does not include any information: (i) that is part of the public domain or has become, after disclosure, part of the public domain through no fault of the receiving Party; (ii) that was known to the receiving Party without an obligation to keep such information confidential prior to its receipt of such information; (iii) that has been legally and properly received from a third party through no breach of any agreement and without any obligation to keep it confidential; (iv) that was learned, developed or obtained by the receiving Party independently of the disclosing party's Confidential Information; or, (v) that is required to be disclosed by a court of competent jurisdiction or other legal or governmental authority or proceeding, provided that, the receiving Party has notified the disclosing Party and the disclosing Party has been provided the opportunity to seek any necessary limitation on the disclosure of such Confidential Information at the disclosing Party's sole cost and expense.

7. Limited Warranty and Disclaimer. Cenero warrants that (i) it will perform the Services in a professional and workmanlike manner consistent with prevailing industry standards and that the deliverables and results of the Services shall be free from defects in workmanship for a period of thirty (30) days following completion of the Services ("**Warranty Period**"); and (ii) during the applicable Coverage Term, the Software will perform substantially in accordance with the requirements set forth in the applicable SOW. Customer shall advise Cenero of any warranty claims relating to the Services arising during the Warranty Period within ten (10) days of finding that any warranty-covered service, service item or product does not conform to the foregoing limited warranty. As Customer's sole and exclusive remedy and Cenero's sole and exclusive liability for any breach of the foregoing warranties, Cenero, at its option, shall correct or re-perform a Service that is determined to be defective in workmanship during the Service Warranty Period or use commercially reasonable efforts to correct any defect in the Software during the applicable Coverage Term. **THE FOREGOING LIMITED WARRANTY SHALL NOT APPLY TO NORMAL WEAR OR TEAR OR TO ANY DEFECT RESULTING FROM (I) TAMPERING, ALTERATION, OR REPAIR BY ANYONE OTHER THAN CENERO; (II) LIGHTNING, FIRE OR OTHER ACTS OF GOD OR OTHER ACTS BEYOND THE REASONALBE CONTROL OF EITHER PARTY; (III) USE OF ANY SERVICE, SERVICE ITEM OR PRODUCT IN A MANNER THAT FAILS TO COMPLY WITH THE INTENDED USE, APPLICABLE SPECIFICATIONS AND/OR CARE AND HANDLING INSTRUCTIONS (IF APPLICABLE) OR OTHER STANDARDS FOR REASONABLE USE, CARE OR HANDLING; (V) COMPLIANCE BY CENERO WITH THE CUSTOMER'S REQUESTS OR SPECIFICATIONS; OR (VI) ANY FAILURE OF CUSTOMER TO PERFORM ANY CUSTOMER RESPONSIBILITIES. CENERO DOES NOT WARRANT THAT CUSTOMER'S USE OF ANY SERVICE OR ACCOMPANYING SERVICE ITEM OR PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. CENERO'S WARRANTY OBLIGATIONS ARE EXPRESSLY LIMITED TO THE CORRECTION OF A SERVICE AS DESCRIBED ABOVE, OR THE REPLACEMENT OF ANY PRODUCT PER THE MANUFACTURER'S WARRANTY. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO WARRANTY OF ANY TYPE OR NATURE IS PROVIDED FOR THE SYSTEM CONTROL SOFTWARE, WHICH IS DELIVERED "AS IS", "WHERE IS" AND "WITH ALL FAULTS." CENERO DOES NOT MAKE ANY REPRESENTATIONS OR PROVIDE ANY WARRANTIES, EXPRESSED OR IMPLIED, REGARDING ANY THIRD PARTY SOFTWARE OR SERVICES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, CENERO PROVIDES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY SERVICES OR ACCOMPANYING SERVICES ITEMS OR PRODUCTS, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES REGARDING NON-INFRINGEMENT OR QUALITY OR PERFORMANCE OF ANY THIRD PARTY SOFTWARE, OR OTHER PRODUCTS OR OTHER PROCESSES USED BY CENERO IN CONNECTION WITH ITS PERFORMANCE HEREUNDER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THESE DISCLAIMERS AND LIMITATIONS SHALL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

8. ~~Indemnification.~~

8.1 ~~By Cenero.~~ Subject to Section 9, Cenero shall Customer from any claims, losses, damages, or expenses for personal injury or property damage brought against Customer by any third party resulting from Cenero's performance hereunder on Customer's premises, but only to the extent (i) caused by Cenero's gross negligence and, provided that, (a) Cenero has sole control of the defense, if it so chooses, and all related settlement negotiations, and (b) such indemnification is limited in the case of real or tangible property to the reduction in value or replacement cost of such property.

8.2 ~~By Customer.~~ Client hereby agrees, at its sole cost and expense, to indemnify, defend and hold Cenero harmless from and against any loss, cost, damages, liability or expense arising out of or relating to: (i) a third-party claim, suit, proceeding, action or allegation of infringement based on information, data, files or other content submitted by Customer or otherwise related to Customer's access to and/or use of the services; (ii) any fraud or manipulation, or other breach of this Agreement by Customer; and/or (iii) Customer's violation of any of the prohibitions under Section 3.5, above or other infringement or misappropriation of any Cenero or third party intellectual property rights by Customer.

9. Limitation of Liability. **CENERO SHALL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE, OR IN ANY OTHER THEORY OF RECOVERY, FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID AND RECEIVED BY CENERO IN CONNECTION WITH THE SOW UNDER WHICH THE LIABILITY SPECIFICALLY ARISES. FURTHER, IN NO EVENT SHALL CENERO BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR LOSS OF REVENUE OR PROFITS, EVEN IF THE POSSIBILITY OF SUCH DAMAGES OR LOSS HAD BEEN DISCLOSED OR WAS REASONABLY FORESEEABLE. THESE LIMITATIONS SHALL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.** No lawsuit, claim, arbitration or other proceeding, regardless of form, arising out of this Agreement may be brought by either party more than one year after the existence of the cause of action has become known to the party injured; except that, proceedings related to violation of any duty to protect Confidential Information may be brought during the applicable statute of limitations.

10. Dispute Resolution. In the event of a dispute, the Parties will first seek to resolve the issues between the principals of each respective Party. The principals will meet within thirty (30) days following demand by one of the Parties. If the principals are unable to reach resolution within sixty (60) days following demand by one of the Parties, then the Parties agree such unresolved disputes shall be settled exclusively jury trial, by binding arbitration conducted in Montgomery County, Pennsylvania under the auspices of JAMS in accordance with its then current rules; provided that either Party may seek injunctive relief from any court of competent jurisdiction. The award rendered in such arbitration shall be final, non-appealable and bind the Parties,

and any court having jurisdiction with respect thereto can enter judgment upon the award. Without detracting from the generality of the foregoing, the following specific provisions shall also apply: (i) the proceedings shall be held before a single arbitrator; (ii) the law specified in Section 12.8 shall apply; (iii) the prevailing Party shall be entitled to recover, in addition to any other amounts awarded, an amount for legal and other related costs and expenses, including attorneys' fees, incurred thereby that is reasonable and equitable in relation to the award; (iv) the costs of the arbitration (other than the Parties' costs and expenses) will be allocated among the Parties in the discretion of the arbitrator; and (v) the decision of the arbitrator shall be in a writing stating the facts and law upon which the decision rests and shall be given no later than ten (10) days following the conclusion of the necessary hearings. No arbitration proceeding or legal action, regardless of its form, related to or arising out of this Agreement may be brought by either party more than one (1) year after the cause of action first accrued.

11. Notice. All notices, requests, claims, demands, waivers and other communications required or permitted hereunder must be in writing and shall be deemed to have been duly given: (i) when delivered by hand or confirmed email transmission; (ii) one (1) day after delivery by receipted overnight delivery; or (iii) three (3) days after being mailed by registered or certified mail, return receipt requested. Notices to Cenero must be sent to Cenero LLC, 1150 Atwater Drive, Malvern, PA 19355, Attn: CEO, or such other address as Cenero may specify in writing from time to time pursuant to this Section 11. Notices to Customer must be sent to County Manager's Office, PO BOX 1000, Manteo, NC 27954, or such other address Customer may specify in writing from time to time pursuant to this Section 11.

12. General Provisions.

12.1 Force Majeure. Neither Party shall have any liability for delay or non-fulfillment of any obligations contained in this Agreement caused by any cause not within such Party's direct control (but excluding financial inability) such as act of God, force majeure, war, terrorism, pandemic, riots or civil disturbance, strikes, accident, fire, transportation conditions, labor and/or material shortages, governmental controls, regulations and permits and/or embargoes.

12.2 Relationship of Parties. Customer and Cenero will at all times perform their respective obligations pursuant to this Agreement as independent contractors. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent, master and servant, or employer and employee between Customer and Cenero. Both Customer and Cenero specifically disclaim any intent to create through this Agreement the relationship of franchisor and franchisee. Neither Party shall act or represent itself, directly or by implication, as an agent of the other Party.

12.3 Waiver. A waiver by either Party of any default or of any of the terms and conditions of this Agreement shall not be deemed to be a waiver of any other default or of any other term or condition. No waiver shall be effective unless in writing by the waiving Party. Either Party's exercise of any right or remedy provided in this Agreement shall be without prejudice to its right to exercise any other right or remedy.

12.4 Assignment and Subcontracting. Customer agrees that Cenero may use subcontractors to provide all or a part of the services set forth in the SOW. If Cenero is required to use or work with any union personnel to provide any of the services set forth in the SOW, then Customer shall be responsible for the payment of any additional costs incurred by Cenero to comply with union rules, regulations or union activities. Customer may not assign or otherwise transfer this Agreement or any rights or obligations provided hereunder without the prior written consent of Cenero, which such consent shall not be unreasonably withheld. This Agreement shall bind and inure to the benefit each party and their respective permitted successors and assigns. Without limiting Section 7, Cenero hereby expressly disclaims any express or implied warranty of fitness for such purposes

12.5 High-Risk Activities. Customer hereby acknowledges that the Services are not designed or intended for access and/or use in or during high-risk activities including, but not limited to, medical procedures; online control of aircraft, air traffic, aircraft navigation or aircraft communications; or the design, construction, operation or maintenance of any nuclear facility.

12.6 Entire Agreement; Severability. This Agreement, all SOWs, and all exhibits, schedules, attachments and appendices to this Agreement or any SOW constitute the complete integrated agreement between the Parties concerning the subject matter hereof and supersedes any and all prior oral and written communications and agreements relating to the subject matter herein and the applicable SOWs. In the event any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the obligations of the Parties shall remain in full force and effect and enforceable and the rights of the Parties shall not in any way be affected or impaired thereby.

12.7 Non-Solicitation. Both Parties agree that during the term of the agreement, including any applicable renewal periods, and for a period of one (1) year after termination of the agreement, neither Party shall, directly or indirectly (for instance, through another person or entity): (i) solicit for employment, or employ or otherwise hire, on a full-time, part-time or other basis, any employee of the other party, or directly or indirectly provide assistance which enables or assists others to do so; or (ii) influence or attempt to influence any employee to terminate or modify his or her relationship with that party, or directly or indirectly provide assistance which enables or assists others to do so. If both Parties agree to allow the other Party to hire one of their employees, the Party that hires the employee shall pay the other Party 30% of the employee's first year compensation.

12.8 Governing Law. This Agreement reached by the Parties is exclusively jurisdiction of Dare County, North Carolina ~~subject to the laws of the Commonwealth of Pennsylvania~~, without giving effect to conflict of laws principles. The provisions of private international law as well as the applicability of the United Nations Convention on the International Sale of Goods (CISG) as well as international regulations that are applied in case of conflict of laws are all explicitly barred.

12.9 Title; Counterparts. The titles of the Sections of this Agreement are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Cenero, LLC  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

County of Dare  
By: \_\_\_\_\_  
Printed Name: Robert Outten  
Title: County Manager  
Date: \_\_\_\_\_



*Kitty Hawk Elementary Field Use*

**Description**

There are two baseball fields located at Kitty Hawk Elementary School. The attached Memorandum of Understanding outlines the agreement between the Board of Education, the County, and Outer Banks Babe Ruth Baseball.

**Board Action Requested**

Approve Memorandum of Understanding and Authorize the County Manager to sign the MOU

**Item Presenter**

Robert Outten, County Manager

## Memorandum of Understanding

This Memorandum of Understanding (MOU) made and entered the date of last execution by the parties, by and between The County of Dare (County), Dare County Board of Education (BOE), and Outer Banks Babe Ruth Baseball (OBXB).

### WITNESSETH:

Whereas, there are two baseball fields located at Kitty Hawk Elementary School (KHES) with the front field being designated as Field #1 and the back field being designated as Field #2; and

Whereas, the fields are currently used by KHES, OBXB and County through its Recreation Department; and

Whereas, the parties desire to enter a MOU setting for the responsibilities of each.

Now therefore, as a condition of using the fields, the parties desire to set forth the rights and responsibilities of the parties as follows:

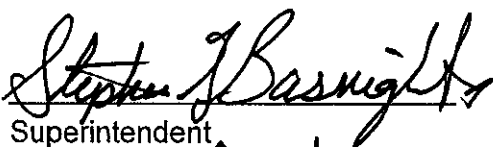
1. KHES shall have to first priority in the use of the fields, parking areas, batting cages, concession stands etc. OBXB and County shall schedule their uses of the fields and the supporting facilities around the scheduled uses by KHES.
2. At the beginning of each school year and prior to the start of school, KHES shall provide County with a schedule of events to allow OBXB and County to schedule their activities at times that are not in conflict with KHES activities. Once scheduled, no changes may be made without the approval of the County Parks and Recreation Director and the Principal of the respective school impacted by the change. The parties will work together in good faith to accommodate the needs of each.
3. DC will coordinate with OBXB to schedule baseball activities. All contact concerning the use or maintenance of the fields shall be between County and BOE and County and OBXB.
4. County will keep and maintain: (a) fields #1 and #2 inside the fenced area including all of the playing areas, dugouts, and irrigation; (b) the fences and fence lines, scoreboards, lighting, press boxes, restrooms, fence cap, bleachers, dugouts and concession stands; (c) the grass outside of the fenced areas from the home plate area down to the foul pole areas.

5. The BOE will be responsible for cutting the grass area outside of the outfield fence on both fields, the grass area on the first base side on field 1, and all other KHES property not maintained by County.
6. OBXB shall: (a) after each game, practice or other use remove all trash and debris from the dugouts, bleacher area and areas adjacent to fences such that these areas are clear of all trash and debris; (b) after each game or practice sweep all dugouts and remove all equipment from dugouts; (c) insure that when not in use, all equipment shall be placed in it proper storage area and not left outside, in a dugout, bathroom or concession stand; (d) maintain all batting cages, which includes all supporting poles, ground cover, netting, and lighting (e) turn off the field lights after the completion of games, practices or other OBXB activities.
7. OBXB SHALL NOT: (a) put fertilizer, grass seed or chemicals on any of the fields; (b) put lime or any other markings on any of the grassed base lines (c) open the sprinkler control box or otherwise adjust, turn on or turn off, or otherwise change the programming of the irrigation system; (d) apply "Turfus" or any other materials to the infields; (e) perform any maintenance on the fields.
8. This agreement sets forth all of the understandings of the parties and supersedes all other agreements or understandings, written or oral. This agreement may only be amended in writing with the consent of all parties.
9. This agreement may be terminated by any party, for any reason or no reason, upon 180 days written notice to the other parties.

In witness whereof, the parties have executed this agreement the date set forth below.

Dare County Board of Education

Dare County

  
 Superintendent

Date: 2/13/23

\_\_\_\_\_

County Manager

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

Outer Banks Babe Ruth Baseball

\_\_\_\_\_  
 President

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



*Dare County DHHS - Public Health  
Opioid Settlement Funds Resolution*

**Description**

A Resolution by the County of Dare to direct the expenditure of opioid settlement funds.

**Board Action Requested**

Adopt the MOA and Grant Ordinance

A handwritten signature in blue ink, appearing to be "SN", is written over the "Board Action Requested" section.

**Item Presenter**

N/A

**A RESOLUTION BY THE COUNTY OF DARE  
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

**WHEREAS** Dare County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

**WHEREAS** the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”);

**WHEREAS** Dare County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

**WHEREAS** section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

**NOW, THEREFORE BE IT RESOLVED**, in alignment with the NC MOA, Dare County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
  - a. Name of strategy: Evidenced Based Addiction Treatment
  - b. Strategy is included in Exhibit A ([Exhibit A](#), [Exhibit B](#))
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #2
  - d. Amounted authorized for this strategy: \$ \$24,000
  - e. Period of time during which expenditure may take place:  
Start date Oct 1 2022 through End date June 30 2023
  - f. Description of the program, project, or activity: Tuition for treatment costs
  - g. Provider: Changing Tides Addiction Center
2. Second strategy authorized
  - a. Name of strategy: Evidenced Based Addiction Treatment
  - b. Strategy is included in Exhibit A ([Exhibit A](#), [Exhibit B](#))

- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: \_\_\_\_#2\_\_\_\_
  - d. Amounted authorized for this strategy: \$ \_\_\_\_\$25,000\_\_\_\_
  - e. Period of time during which expenditure may take place:  
Start date \_\_Oct 1 2022\_\_ through End date June 30 2023\_\_
  - f. Description of the program, project, or activity: \_Support Capacity for Implementation of Vivitrol-MAT\_\_
  - g. Provider: \_\_Community Care Clinic of Dare\_\_
3. Third authorized strategy
- a. Name of strategy: \_Recovery Support Services
  - b. Strategy is included in Exhibit \_\_A\_ ([Exhibit A](#), [Exhibit B](#))
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #3\_
  - d. Amounted authorized for this strategy: \$ \_\_2,000\_\_
  - e. Period of time during which expenditure may take place:  
Start date \_\_\_\_Oct 1 2022 through End date June 30 2023\_\_\_\_\_
  - f. Description of the program, project, or activity: Implementation of Yoga recovery classes EBS.\_\_\_\_
  - g. Provider: \_OBX Yoga\_\_\_\_\_
4. Fourth authorized strategy
- a. Name of strategy: \_Recovery Support Services
  - b. Strategy is included in Exhibit \_\_A\_ ([Exhibit A](#), [Exhibit B](#))
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #3\_
  - d. Amounted authorized for this strategy: \$ \_\_4,000\_\_
  - e. Period of time during which expenditure may take place:  
Start date \_\_Feb 1 2023\_ through End date June 30 2023\_\_
  - f. Description of the program, project, or activity: \_Peer Support Specialist to support recovery Court and womens programs in Dare county Jail\_\_\_\_\_
  - g. Provider: Jessica Urbano\_\_\_\_\_
5. Fifth authorized strategy
- a. Name of strategy: \_Recovery Support Services
  - b. Strategy is included in Exhibit A\_\_\_\_ ([Exhibit A](#), [Exhibit B](#))
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #3\_
  - d. Amounted authorized for this strategy: \$12,500\_\_\_\_\_
  - e. Period of time during which expenditure may take place:  
Start date \_Oct 1 2022\_\_\_\_\_ through End date \_June 30 2023\_\_\_\_\_
  - f. Description of the program, project, or activity: Support Capacity for organization to provide SUD services to include Rehab/detox, transportation, support, shelter\_\_
  - g. Provider: \_OBX Crossroads\_\_\_\_\_
6. Sixth authorized strategy
- a. Name of strategy: \_Recovery Support Services
  - b. Strategy is included in Exhibit \_A\_ ([Exhibit A](#), [Exhibit B](#))
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #3\_
  - d. Amounted authorized for this strategy: \$ \_\_69,116\_\_
  - e. Period of time during which expenditure may take place:  
Start date \_Oct 1 2022\_ through End date \_June 30 2023\_\_



- f. Description of the program, project, or activity: Post Overdose response  
Coordinator \_\_\_\_\_
- g. Provider: Dare cty HHS\_\_\_\_\_
7. Seventh authorized strategy
- a. Name of strategy: Recovery Housing Support
- b. Strategy is included in Exhibit A ([Exhibit A](#), [Exhibit B](#))
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #4
- d. Amounted authorized for this strategy: \$ 5,000
- e. Period of time during which expenditure may take place:  
Start date Oct 1 2022 through End date June 30 2023
- f. Description of the program, project, or activity: To assist SUD population with Rent, Deposits, and end of life funeral expenses.
- g. Provider: Interfaith Community Outreach, Inc\_\_\_\_\_
8. Eighth authorized strategy
- a. Name of strategy: Employment Related Services
- b. Strategy is included in Exhibit A ([Exhibit A](#), [Exhibit B](#))
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #5
- d. Amounted authorized for this strategy: \$ 15,000
- e. Period of time during which expenditure may take place:  
Start date Oct 1 2022 through End date June 30 2023
- f. Description of the program, project, or activity: To obtain supplies and tools in partnership with College of the Albemarle for those in recovery the skills to gain employment upon completion of the recovery program
- g. Provider: Dare Challenge SUD residential program\_\_\_\_\_
9. Ninth authorized strategy
- a. Name of strategy: Early Intervention
- b. Strategy is included in Exhibit A ([Exhibit A](#), [Exhibit B](#))
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #6
- d. Amounted authorized for this strategy: \$ 10,000
- e. Period of time during which expenditure may take place:  
Start date Oct 1 2022 through End date June 30 2023
- f. Description of the program, project, or activity: Send 3 people to MHFA instructor training
- g. Provider: OBX Room In The Inn
10. Tenth authorized strategy
- a. Name of strategy: Naloxone Distribution
- b. Strategy is included in Exhibit A ([Exhibit A](#), [Exhibit B](#))
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #7
- d. Amounted authorized for this strategy: \$ 2,500
- e. Period of time during which expenditure may take place:  
Start date Oct 1 2022 through End date June 30 2023
- f. Description of the program, project, or activity: Purchase Naloxone Vending Machine for community
- g. Provider: Just Inn Case

11. Eleventh authorized strategy
  - a. Name of strategy: Naloxone Distribution\_
  - b. Strategy is included in Exhibit   A   ([Exhibit A](#), [Exhibit B](#))
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA:   #7
  - d. Amounted authorized for this strategy: \$  42,000
  - e. Period of time during which expenditure may take place:  
Start date  Oct 1 2022  through End date  June 30 2023
  - f. Description of the program, project, or activity: Harm Reduction supplies-Naloxone and Fentanyl strips\_
  - g. Provider:  Dare cty HHS
  
12. twelfth authorized strategy
  - a. Name of strategy: Criminal Justice Diversion\_
  - b. Strategy is included in Exhibit   A   ([Exhibit A](#), [Exhibit B](#))
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA:  #10
  - d. Amounted authorized for this strategy: \$  25,000
  - e. Period of time during which expenditure may take place:  
Start date  Oct 1 2022  through End date  June 30 2023
  - f. Description of the program, project, or activity: To provide counseling services, co pays, transportation to recovery programs, probation meetings to support recovery upon integration back into the community \_\_\_\_\_
  - g. Provider:  Dare cty Recovery Court program
  
13. Thirteenth authorized strategy
  - a. Name of strategy: Criminal Justice Diversion\_
  - b. Strategy is included in Exhibit   A   ([Exhibit A](#), [Exhibit B](#))
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA:  #10
  - d. Amounted authorized for this strategy: \$  100,000
  - e. Period of time during which expenditure may take place:  
Start date  Oct 1 2022  through End date  June 30 2023
  - f. Description of the program, project, or activity:  Need dedicated Probation officer for Recovery Court
  - g. Provider:  Dare cty
  
14. Fourteenth authorized strategy
  - a. Name of strategy: Criminal Justice Diversion\_
  - b. Strategy is included in Exhibit   A   ([Exhibit A](#), [Exhibit B](#))
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA:  #10
  - d. Amounted authorized for this strategy: \$  25,000
  - e. Period of time during which expenditure may take place:  
Start date  Oct 1 2022  through End date  June 30 2023
  - f. Description of the program, project, or activity: Link Jail population to resources needed, Rehab, Transportation, clothing, Med assistance, healthcare. SDOH \_\_\_\_\_
  - g. Provider:  Dare county HHS and Sheriff's Office
  
15. Fifteenth authorized strategy
  - a. Name of strategy: Prevent the misuse of Opioids\_
  - b. Strategy is included in Exhibit   B   ([Exhibit A](#), [Exhibit B](#))

- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Item G \_
- d. Amounted authorized for this strategy: \$ \_40,000\_
- e. Period of time during which expenditure may take place:  
     Start date \_\_Oct 1 2022\_\_ through End date June 30 2023\_\_
- f. Description of the program, project, or activity: \_Education & Awareness to the  
     community on the dangers of Fentanyl\_
- g. Provider: \_Dare county HHS\_

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$401,116.

Adopted this the 6<sup>th</sup> day of March, 2023.

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Chairman,  
 County Board of Commissioners

ATTEST:

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Clerk to the Board

**COUNTY SEAL**

**County of Dare, North Carolina**  
**Grant Project Ordinance**  
**for**  
**Opioid Settlement Funds**

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

Section 1 This ordinance is to establish a budget for Opioid Settlement activities funded by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation.

Section 2 The following budget shall be conducted within the Opioid Settlement Fund (fund #31). This Ordinance replaces the budget established in the original fiscal year 2023 budget and the budget amendment adopted August 1, 2022 and those annual budget amounts are hereby reversed and eliminated.

Section 3 The following amounts are appropriated for the projects with project number 56011 for NC Opioid Settlement funds:

Salaries	314600-500200-56011	\$38,921
FICA	314600-500300-56011	\$2,977
Retirement	314600-500400-56011	\$4,733
Health	314600-500500-56011	\$21,317
401k	314600-500601-56011	\$1,168
Contracted services	314600-510700-56011	\$125,000
Professional services – court	314600-510900-56011	\$100,000
Supplies	314600-513300-56011	\$42,000
Awareness & education	314600-525500-56011	\$40,000
Linkage	314600-525722-56011	\$25,000

Section 4 The following revenues are anticipated to be available to complete the projects:

NC Opioid Settlement funds	143025-460100-56011	\$401,116
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Section 5 The Finance Officer is directed to report the financial status of the project as a part of the normal monthly and annual reporting processes.

Section 6 The Opioid Settlement Fund is a multi-year special revenue fund for non-recurring activities. All funds are appropriated pursuant to section 13.2 of Chapter 159 of the NCGS, therefore, appropriations do not lapse at the end of the fiscal year.

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

Adopted this 6<sup>th</sup> day of March, 2023

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Chairman, Board of Commissioners

[SEAL]

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Cheryl Anby, Clerk to the Board of Commissioners

Opioid Settlement Funds  
 Exhibit C  
 Collaborative Strategic Planning Process  
 Option B Strategy- Item G. Prevent the Misuse of Opioids: Fentanyl Education and Awareness

A 1-10	Engage Diverse Stakeholders	<p><b>A special public meeting of the Saving Lives Task Force</b> was held on June 30, 2022 to discuss Opioid Settlement Funds. The meeting was open to the public. Invited were the Dare County Board of Commissioners, All town managers and police chiefs were invited to attend. Other stakeholders invited were the OBX Hospital, EMS Chief, The Sheriff, Dare county schools, Trillium Health and those involved in treatment and Recovery for SUD and local media were present. A public announcement was also released to the the community to promote this open public meeting. Total of 29 people were in attendance. Discussion with this group was focused on having treatment available for residents in Dare and supporting current initiatives taking place. The group was supportive of the funds use as presented.</p> <p><b>Healthy Carolinians of the Outer Banks Executive Committee</b> meeting was held on June 28 2022 to present Opioid settlement Funds and to obtain feedback from the group of stakeholders. Included in this meeting are the OBX Hospital, Sheriff's office, HHS Director, HHS PIO, Chair of the Dementia Task Force, Co Chair of the Saving Lives Task Force, Chair of the Breaking through Task Force, Community leader of the Be Resilient OBX, Executive Director of the Children &amp; Youth Partnership for Dare County. Discussions on funding and uses of funding dominated.</p> <p><b>Breaking Through Task Force</b> meeting held June 14, 2022. In attendance were The OBX Hospital, HHS director, a Private LCSW, A Peer Support Specialist, Trillium Health, Children &amp; Youth Partnership. Discussion was positive with support of the uses presented for the funds.</p> <p><b>Dare County Board of Commissioners</b> meeting on August 1 2022 where the proposed use of funds presentation was on the agenda and unanimously approved. Discussion among BOCs ensued with total support.</p>
B	Designate Facilitator	Dr. Sheila Davies, Health & Human Services Director was the facilitator at all the above meetings
C	Build upon any related planning	The Settlement funds will further enhance and support activities and initiatives already in process with the Health & Human Services agency and Saving Lives Task Force.
D	Agree on Shared Vision	The Saving Lives Task Force is a team of professionals and community members working towards the prevention of substance use disorders, increasing access, and the availability of effective treatment for all in need of help, and raising public awareness regarding issues with substance use disorders.

E	Identify Key Indicators	NC Opioid Dashboard Metric for Dare county: Track progress (MI) deaths. Deaths in Dare The rate of overdose deaths among residents of Dare in 2021(Annual)was 45.9. (Rate per 100,000esidents.Number of deaths:17)
F	Explore Root Causes	Increase of Fentanyl and associated analogues in all drugs have increased overdose deaths. COVID exacerbated the crisis by reduced access to treatment interventions, isolation, changes in delivery of treatment for SUD and Mental Healthcare.
G	Identify Potential Strategies	Option B Strategy- Item G. Prevent the Misuse of Opioids: Fentanyl Education and Awareness Campaign
H	Identify Gaps	Meetings with groups and stakeholders and those directly working with the SUD community report on Fentanyl usage increases as well all local town Law Enforcement and Sheriff's Office. Dare county has never had a specific campaign to educate and bring awareness regarding the dangers of Fentanyl. Most overdoses reported contain Fentanyl as a cause of death as indicated on the NC OD Dashboard and anecdotal information from the SUD population and Law Enforcement.
I	Strategies	This 1 strategy was selected specifically for this 1 topic.
J	Identify Goals, Measures, eval Plan	Goal- Provide specific tools to Restaurants, Businesses, agencies, and target all ages regarding the dangers of Fentanyl. Measures- (1) Number of restaurants, businesses, agencies, youth groups that have engaged and agreed to to promote this awareness campaign. (2) How many modes of communication were used in the fentanyl awareness campaign? (3) Survey restaurants,agencies, business, youth groups on the effectiveness of Fentanyl campaign. (4) Did we have a decrease in OD deaths? Anecdotal feedback from Those in the community and Law enforcement. Obtain Reports from the OCME. Opioid dashbaord data.
K	Ways to Align Strategies	We plan to utilize other funding & partnerships we currently have with the Saving Lives Task Force and HHS and others to augment and support efforts to educate and bring awareness regarding the dangers of Fentanyl to include Dare county schools, church youth groups, Recovery court, Social Services. These strategies will be shared at the NENCPPH regional substance misuse idea exchange group, The Eastern NC Harm Reduction group.
L	Identify Organizations	The Saving Lives Task Force, Health & Human Services . Capacity needed- Health Education and Outreach Director & Supervisor, 2 Peer Support Specialists, Member of Restaurant association and East Carolina Radio, Coastland times \$40,000 has been budgeted for this strategy.

M	Budget and Timeline	Budget- \$40,000 total budget. \$15,000 for Materials/supplies. \$5,000 Billboard messaging, Social Media, \$5,000 PSAs, \$10,000 TV /Theater Ads. Timeline: Survey community groups and Stakeholders first to obtain feedback regarding messaging . Survey what materials they would like to have to promote messaging/awareness. Purchase materials and sign contracts with social media, TV and radio. Distribute materials and install as needed. Spring 2023.
N	Offer recommendations	Will be on the BOC agenda for march 6 2023 for approval.





*Resolution to Name NCDOT Ferries*

**Description**

The North Carolina Department of Transportation has asked the Dare County Board of Commissioners to support the naming of two replacement ferries.

Attached is a resolution requesting that the replacement ferries be named the MV Avon and the MV Salvo.

**Board Action Requested**

Adopt Resolution

**Item Presenter**

Catherine Peele, CPM, NCDOT Ferry Division



**A RESOLUTION  
SUPPORTING THE NAMING OF NORTH CAROLINA FERRIES**

**WHEREAS**, the County of Dare is within the North Carolina Department of Transportation (NCDOT) Division 1; and

**WHEREAS**, the Dare County Board of Commissioners supports the tradition of naming NC Ferries after towns and regions of coastal North Carolina; and

**WHEREAS**, Dare County Board of Commissioners requests that the two new ferry vessels be named MV Avon and the MV Salvo; and

**WHEREAS**, Dare County, as the Birthplace of English-speaking America, also supports the rich Native American heritage and acknowledges the great service the Hatteras-class ferries have provided the citizens and visitors of North Carolina, and

**WHEREAS**, the Dare County Board of Commissioners is proud to uphold this rich heritage and strongly urges the Albemarle RPO and the North Carolina Ferry Division to consider naming future vessels using the Algonquian named areas of our region.

**NOW THEREFORE BE IT RESOLVED** that the Dare County Board of Commissioners requests that the two new ferry vessels be named the MV Avon and the MV Salvo.

ADOPTED this 6<sup>th</sup> day of March, 2023

---

Robert Woodard, Sr., Chairman

Attest:

---

Cheryl C. Anby, Clerk to the Board



*Request for Addition to State Maintained Secondary Road System  
Swan View Drive, Colington*

**Description**

Attached is the petition for Swan View Drive, Colington, to be added to the North Carolina Department of Transportation Division of Highways Secondary Road System.

**Board Action Requested**

Approve the Petition and adopt resolution

**Item Presenter**

Robert Outten, County Manager

**North Carolina Department of Transportation  
Division of Highways  
Request for Addition to State Maintained Secondary Road System**

North Carolina

County: Dare

Road Description: Swan View Drive, Colington, NC (Swan View Shores Subdivision)

1203.56 feet

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Dare requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Dare that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Dare at a meeting on the 6th day of March, 2023.

WITNESS my hand and official seal this the 6th day of March, 2023.

**Official Seal**

Clerk, Board of Commissioners  
County: \_\_\_\_\_

**PLEASE NOTE:**

**Forward direct with request to the Division Engineer, Division of Highways**

**North Carolina Department of Transportation  
Division of Highways  
Petition for Road Addition**

**ROADWAY INFORMATION:** (Please Print/Type)

County: DARE Road Name: SWAN VIEW SHORES  
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: SWAN VIEW SHORES Length (miles): 1203.56(ft)

Number of occupied homes having street frontage: 7 Located (miles): .66

miles N  S  E  W  of the intersection of Route 1219 and Route 1491.  
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or ~~developers of~~ SWAN VIEW SHORES in DARE County, do hereby request the Division of Highways to add the above described road.

**CONTACT PERSON:** Name and Address of First Petitioner. (Please Print/Type)

Name: MAGGIE DENNIS Phone Number: 252-489-8394

Street Address: 176 SWAN VIEW DR, COLINGTON, NC

Mailing Address: 176 SWAN VIEW DR, KILL DEVIL HILLS, NC 27948

**PROPERTY OWNERS**

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
VICTOR PUGH Etux	172 Swan View Dr, KDH, NC 27948	252-207-1468 <i>Victor Pugh</i>
NEAL DENNIS Etux	176 Swan View Dr, KDH, NC 27948	252-489-8394 <i>Maggie Dennis</i>
STACY PERRY	180 Swan View Dr, KDH, NC 27948	252.475-0355 <i>Stacy Perry</i>
NICOLE M MIDGETT	184 Swan View Dr, KDH, NC 27948	252-455-1008 <i>Moved out.</i>
PETER J ENDRE Etux	188 Swan View Dr, KDH, NC 27948	252-202-3696 <i>Peter Endre</i>
RANDOLPH SPRINKLE Etux	192 Swan View Dr, KDH, NC 27948	410-570-4274 <i>Randolph Sprinkle</i>
PATRIK SKULTETY Etux	196 Swan View Dr, KDH, NC 27948	252-548-7294 <i>Pat Skultety</i>

**INSTRUCTIONS FOR COMPLETING PETITION:**

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

**FOR NCDOT USE ONLY:** Please check the appropriate block

- Rural Road     Subdivision platted prior to October 1, 1975     Subdivision platted after September 30, 1975

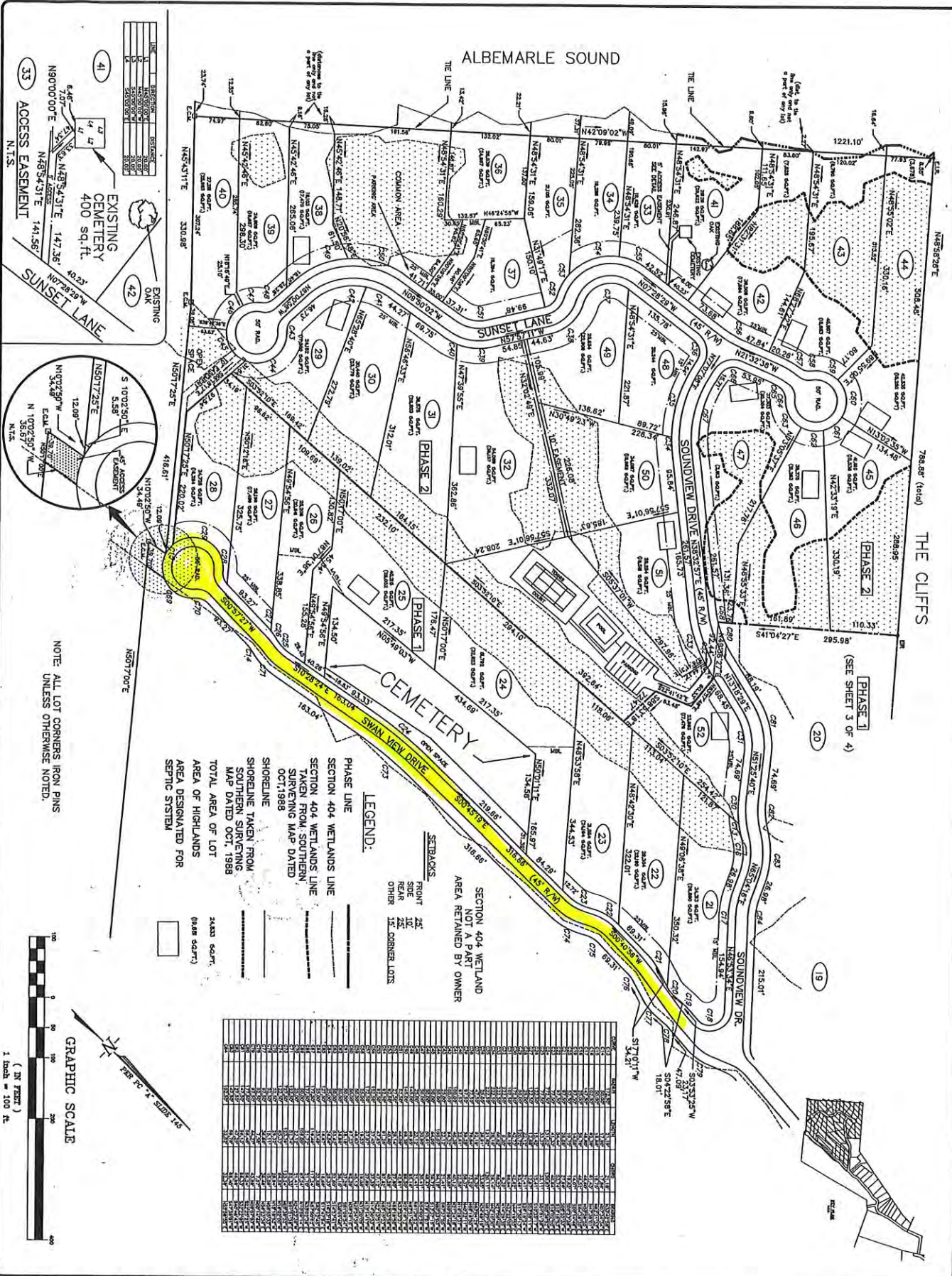
**REQUIREMENTS FOR ADDITION**

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

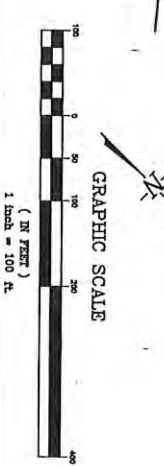
General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>

79E



NOTE: ALL LOT CORNERS, IRON PINS UNLESS OTHERWISE NOTED.



**LEGEND:**

PHASE LINE  
SECTION 404 WETLANDS LINE  
SECTION 404 WETLANDS LINE TAKEN FROM SOUTHERN SURVEYING MAP DATED OCT. 1988  
SHORELINE TAKEN FROM SOUTHERN SURVEYING MAP DATED OCT. 1988  
TOTAL AREA OF LOT  
AREA OF HIGHLANDS  
AREA DESIGNATED FOR SEPTIC SYSTEM

**SEWBACKS:**  
FRONT 24"  
SIDE 12"  
REAR 24"  
OTHER 12" CORNER LOTS

SECTION 404 WETLAND AREA RETAINED BY OWNER

NO.	DATE	DESCRIPTION	BY
1	4-89	REVISED MAP FOR LOTS 24 AND 25	
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<p><b>BA</b></p> <p>DATE: 3-19-88 SCALE: 1"=100' C.A./D.N.: RES. SHEET: 4 OF 4</p> <p>PROJECT NO: 2044</p>	<p>NO. DATE DESCRIPTION BY</p> <p>1 4-89 REVISED MAP FOR LOTS 24 AND 25</p>	<p>PROJECT: SWAN VIEW SHORES PHASE 1 and 2</p> <p>ATLANTIC TWP. DARE CO. NORTH CAROLINA</p> <p>FINAL PLAT</p>	<p><b>BA</b> BISSELL ASSOCIATES ENGINEERS, ARCHITECTS &amp; SURVEYORS</p> <p>KITTY HAWK NORTH CAROLINA</p>
	<p>REVISIONS</p>		<p>79E</p>
	<p>LEGEND</p>		
	<p>GRAPHIC SCALE</p>		



*Cyclomedia Technology, Inc.*

**Description**

Cylomedia Technolgy, Inc. will provide street level photographic imagery capture with LiDAR (light detection and ranging). Street Smart imagery viewer with unlimited concurrent users.

**Board Action Requested**

Approve and authorize County Manager to sign agreement.

**Item Presenter**

Hosea Wilson, Dare County Assessor



## “SCHEDULE B”

This License Agreement ("**Agreement**") is made and entered into as of this 31<sup>st</sup> Day of January, 2023 ("**Effective Date**") by and between Cyclomedia Technology, Inc. ("**Cyclomedia**"), a Delaware corporation with its principal place of business at 8215 Greenway Blvd, Suite 300, Middleton, WI 53562 (USA), and the County of Dare, North Carolina ("**Customer**"), a local government entity with its principal place of business at 962 Marshal C. Collins Drive, Manteo, NC 27954.

### GENERAL TERMS AND CONDITIONS OF CYCLOMEDIA TECHNOLOGY, INC.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY MATERIALLY AFFECT THE PARTIES' OBLIGATIONS. CYCLOMEDIA TECHNOLOGY, INC. WILL ACCEPT ORDERS AND DO BUSINESS ONLY ON THE TERMS AND CONDITIONS BELOW.**

1. **ENTIRE AGREEMENT.** These terms and conditions ("**Terms**"), together with the Service Schedules and Order Form(s), contain all of the terms and conditions of the agreement between Cyclomedia and Customer for the services to be sold or provided to Customer, to the exclusion of any other statements and agreements, and to the exclusion of any terms and conditions incorporated in Customer's order or other documents of Customer. Cyclomedia's acceptance of Customer's order is expressly conditioned on Customer's acceptance of these Terms, and Customer, upon placing an order, accepts these Terms in their entirety without modification. If any of these Terms conflict with any of the terms of any Service Schedule or Order Form, the terms of the Service Schedule will control with respect to the covered Services and the Order Form will take precedence and control solely with respect to the Services covered by that Order Form.

2. **DEFINITIONS.** In addition to terms defined in these Terms, the following terms will have the following meanings.

2.1 **"Authorized Users"** means those individuals authorized by Customer to access the Cyclomedia Offerings, as permitted by the applicable Service Schedule, and who have been supplied user identifications and passwords.

2.2 **"Cyclomedia Data"** means the data collected by the Cyclomedia Offerings, including statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to Cyclomedia Offerings, Image Material, Information Products and configuration settings.

2.3 **"Cyclomedia Offerings"** means the Services as defined in the applicable Service Schedule.

2.4 **"Cyclomedia Property"** means the Cyclomedia Offerings, Documentation, Image Material, Information Products, Cyclomedia Data, Cyclomedia's Marks (including without limitation "Cyclomedia"), Cyclomedia's Confidential Information, all Documentation or data provided by Cyclomedia to Customer under these Terms, and all corresponding intellectual property rights.

2.5 **"Customer Data"** means all data or information provided or submitted by Customer.

2.6 **"Customer Property"** means Customer Data, Customer's Marks, and Customer's Confidential Information and all corresponding intellectual property rights.

2.7 **"Documentation"** means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the Cyclomedia Offerings, in digital or printed form.

2.8 **"Image Material"** means the photographs taken from land, air, or water and digital seamless 360-degree photographs taken at street-level ("**(Geo)Cycloramas**") related

to the Cyclomedia Offerings, in digital or printed form, including the associated metadata, and offered for use with the Software.

2.9 **"Information Products"** means the data, datasets and/or object information and/or change detection data related to the Cyclomedia Offerings in any form, including but not limited to 3D data and data regarding traffic signs, road markings and light poles.

2.10 **"Marks"** means any trademarks, service marks and logos, whether registered or unregistered.

2.11 **"Order Form"** means the form signed by Customer that specifies the Services Customer is purchasing, in the form contained in Exhibit A.

2.12 **"Service(s)"** means the provision of Software, Image Material, Information Products, hosting and maintenance and professional services as described in a Service Schedule and specified in an Order Form.

2.13 **"Software"** means the object code version of the Cyclomedia software, whether such software is accessed remotely over the Internet or is provided on media to Customer for use on computing devices under the control of Customer.

2.14 **"Subscription Term"** means the term during which Services are made available to Customer over the Internet, as defined in an Order Form.

2.15 **"Third Party Technology"** means the object code version of software or other technology that is licensed by Cyclomedia or Customer from third parties, whether such software or technology is accessed remotely over the Internet or is provided on media for use on computing devices under the control of Cyclomedia or Customer, as applicable.

### 3. RESPONSIBILITIES.

3.1 Cyclomedia Responsibilities. Cyclomedia will perform the Services as described in the applicable Service Schedule, beginning on the date identified in each applicable Order Form.

3.2 Customer Responsibilities. Customer (i) will provide or upload sufficient Customer Data, in a suitable format, for Cyclomedia to provide the Services; (ii) will have suitable computing devices to be able to access the Cyclomedia Offerings; (iii) will not use the Cyclomedia Offerings for any inherently dangerous application or for an illegal activity; (iv) is solely responsible for backing up all Customer Data; (v) promptly will report to Cyclomedia any unauthorized use of the Cyclomedia Offerings; and (vi) will comply with all Customer requirements and use guidelines contained in the applicable Service Schedule ("**Use Guidelines**"). Customer shall allow each Authorized User access to the Services on a maximum of three computing devices.

3.3 User Names, Passwords and Compliance. Customer is responsible for keeping its user name(s) and password(s) confidential and secure, and limiting access to the Cyclomedia Offerings to its Authorized Users. Customer is solely responsible and liable for any activity that occurs under its account, including without limitation all actions of Authorized Users. Customer will notify Cyclomedia in writing within 3 days of Customer's discovery of any unauthorized use. CUSTOMER HAS SOLE RESPONSIBILITY FOR (I) ENSURING ITS OWN COMPLIANCE WITH ALL APPLICABLE LAWS OR REGULATIONS, AND (II) THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, AND APPROPRIATENESS OF ALL CUSTOMER DATA AND ACTIVITIES.

3.4 Cyclomedia Data Collection. The Cyclomedia Offerings may collect certain non-personally identifiable information that resides on Customer's computer system or is generated by Customer's use of the Cyclomedia Offerings, including, without limitation to,

statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to the Cyclomedia Offerings, and configuration settings. This information may be used by Cyclomedia without restriction.

3.5 Subcontractors; Third Party Technology. Cyclomedia shall have the right to use or subcontract with third parties to provide the Cyclomedia Offerings; provided, however, that Cyclomedia is not released from responsibility for its obligations under these Terms. Cyclomedia shall have the right to use any Third Party Technology in the Cyclomedia Offerings, and such Third Party Technology incorporated in the Cyclomedia Offerings may be subject to the terms and conditions of the third party.

3.6 Delivery. Any delivery dates set forth in the applicable Order Forms are estimates only and Cyclomedia reserves the right to readjust delivery dates without liability; provided, however, that Cyclomedia shall use commercially reasonable efforts to provide or deliver all Cyclomedia Offerings on or before any applicable delivery dates. Cyclomedia may provide or deliver any Cyclomedia Offerings in whole or in installments.

3.7 Change Orders. If either party wishes to change the scope or performance of the Cyclomedia Offerings, it will submit details of the requested change to the other in writing. Cyclomedia will, within a reasonable time after such request, provide a written estimate to Customer of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Cyclomedia Offerings arising from the change; (c) the likely effect of the change on the Cyclomedia Offerings; and (d) any other impact the change might have on the performance of these Terms. Promptly after receipt of the written estimate, the parties will negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party will be bound by any Change Order unless it is signed in accordance with Section 14.

#### 4. FEES AND PAYMENT.

4.1 Payment. Cyclomedia will invoice Customer for all payments, fees, and other costs due. All fees and costs are due in U.S. dollars and due and payable within thirty (30) days from the date of the invoice, unless the parties otherwise agree in writing. If Customer reasonably and in good faith disputes any invoice, Customer will notify Cyclomedia in writing of its objection within 10 days from the date of Customer's receipt of the invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice that is not in dispute. Any undisputed amounts not paid within the period set forth in the applicable Order Form will bear interest at a rate equal to the lower of [1.5%] per month or the maximum rate of interest under applicable law. All costs incurred for collection and bank charges will be paid by Customer. Customer will be billed all applicable taxes in addition to the fees outlined in applicable Order Form. Customer shall have no right to set off against amounts which may become payable to Customer under these Terms. Cyclomedia will apply all payments first to any unpaid costs and fees, then to any accrued and unpaid interest, and the balance to payments due under any invoices in inverse order of their dates.

4.2 Suspension of Services. If Customer's account is 10 days or more overdue (except with respect to charges then under reasonable and good faith dispute), or if at any time Cyclomedia believes in good faith that the prospect of payment is impaired, in addition to any of its other rights or remedies, Cyclomedia reserves the right to immediately suspend Services and Customer access to the Cyclomedia Offerings, without liability, until Customer pays all overdue amounts in full or in Cyclomedia's sole judgment provides adequate assurance of Customer's ability to fulfill its payment obligations, either then due or thereafter arising. Suspension will not relieve Customer of its obligation to pay the total fees owed.

## 5. TERM; TERMINATION; CHANGES.

5.1 Term. These Terms continue until termination of the later of the last Subscription Term or completion of the Services provided under an Order Form (the "**Term**").

5.2 Termination for Cause. A party may terminate these Terms or any Order Form for cause: (i) 30 days following written notice to the other party of a material breach, provided such breach remains uncured; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. In addition, Cyclomedia may terminate these Terms or any Order Form immediately upon a violation of the applicable Use Guidelines.

5.3 Effect of Termination. Upon termination of these Terms or an Order Form, the parties will return or destroy any Confidential Information disclosed under these Terms. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to Cyclomedia prior to the effective date of termination. Cyclomedia will not refund any pre-paid Subscription fees unless Customer terminates for cause, in which case Cyclomedia will refund pre-paid fees for the remainder of a Subscription Term. The provisions of these Terms that should by their nature survive termination of these Terms will survive any termination.

5.4 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of the Services, the parties will negotiate appropriate changes to these Terms. If the parties cannot reach agreement within 30 days after Cyclomedia's notice requesting renegotiation: (a) Cyclomedia may, on a prospective basis after such 30 day period, pass any increased costs on to Customer; and (b) if Cyclomedia does so, Customer may terminate the affected Service on notice to Cyclomedia delivered within 30 days.

## 6. OWNERSHIP AND GRANT OF RIGHTS.

6.1 Cyclomedia Property. Title to and ownership of all intellectual property rights relating to the Cyclomedia Property will at all times remain with Cyclomedia, including all adaptations, modifications, derivative works, additions, or extensions, whether made by Cyclomedia, Customer, or a third party.

6.2 Customer Data. As between Cyclomedia and Customer, all Customer Data is owned by Customer. Customer grants Cyclomedia a limited, non-exclusive right to use, access, duplicate, sublicense, and modify the Customer Data solely to perform its responsibilities under these Terms.

6.3 Grant of Rights. During each Subscription Term, Cyclomedia grants to Customer limited, non-exclusive, non-transferable, non-sub-licensable rights to access and use the Cyclomedia Offerings identified in the applicable Order Form. Each Service Schedule will specify any additional license rights granted to Customer. All other rights are reserved by Cyclomedia.

## 7. CONFIDENTIAL INFORMATION.

7.1 Definition of Confidential and Proprietary Information. "**Confidential Information**" means trade secret other non-public information of or concerning a party or its business, suppliers, customers, products, or services, disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"). Without limitation, the Cyclomedia Offerings and Cyclomedia Data are Cyclomedia Confidential Information and Customer Data are Customer Confidential Information. Information will not be considered to be Confidential Information to the extent that it (i) is already known to Receiving Party on a non-confidential basis when first obtained from Disclosing Party, (ii) is or becomes publicly known through no wrongful act of Receiving Party, (iii)

is rightfully received by Receiving Party from a third party without restriction, or (iv) was independently developed by Receiving Party without use of any Confidential Information of Disclosing Party. Neither party will use or disclose any Confidential Information of the other party except as permitted by these Terms. Confidential Information of Disclosing Party will be maintained under secure conditions by Receiving Party using reasonable security measures and, in any event, not less than the same security measures used by Receiving Party for the protection of its own Confidential Information.

7.2 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will, if possible, provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.3 Remedies. If Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in breach of this Section, Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## 8. LIMITED WARRANTY.

8.1 Cyclomedia Offerings. Cyclomedia warrants the Cyclomedia Offerings will operate in substantial conformity with the applicable Service Schedule and Documentation provided by Cyclomedia to Customer. In the event of any breach of the warranty in this Section, which must be reported in writing by Customer within five (5) business days after Customer discovers or reasonably should have discovered such breach, Customer's sole and exclusive remedy, and Cyclomedia's sole obligation, will be for Cyclomedia to correct the reported nonconformity within a commercially reasonable period, as may be further described in the applicable Service Schedule. The media on which Software is delivered is warranted for thirty (30) days following delivery.

8.2 Limitations. Cyclomedia does not make any warranty and is not responsible in any way for Third Party Technology or for loss of Customer Data. Customer acknowledges that communications and transactions conducted on-line may not be absolutely secure, that there may be system or Internet failure that limits Customer's accessibility to the Cyclomedia Offerings, and that on-line services are not guaranteed to be error-free. By using the Cyclomedia Offerings, Customer accepts all responsibility and risk associated with the use of the Cyclomedia Offerings and the Internet generally.

8.3 Disclaimer of All Other Warranties. THE EXPRESS WARRANTIES IN THESE TERMS ARE IN LIEU OF, AND CYCLOMEDIA DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), RELATED TO THESE TERMS, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CYCLOMEDIA OR A THIRD PARTY SOFTWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). CYCLOMEDIA MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER'S USE OF THE CYCLOMEDIA OFFERINGS, OR ANY SERVICE OR THE CYCLOMEDIA SITE, WILL BE IN COMPLIANCE WITH ANY LAW OR REGULATION.

## 9. LIMITATION OF LIABILITY.

9.1 Direct Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE

SAVINGS OR OTHER BENEFITS) RELATED TO THESE TERMS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CYCLOMEDIA FOR ANY BREACH OF THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THESE TERMS.

9.2 Limitation of Action. Except for actions for nonpayment or liability arising from Section 10, no claim, suit, action or proceeding relating to these Terms may be brought by either party more than 2 years after the cause of action has accrued.

## 10. CUSTOMER REPRESENTATIONS AND WARRANTIES.

10.1 Regulations. Customer represents and warrants that it is currently complying and will continue to comply with all requirements of laws and regulations applicable to Customer's use of the Cyclomedia Offerings, and all other applicable federal, state and local laws, regulations and guidelines, including but not limited to those relating to export control, anti-corruption, and anti-terrorism ("**Regulations**").

10.2 Reliance. In connection with the performance of the Services, the parties agree that Cyclomedia may rely upon the Customer Property. Customer represents and warrants that the Customer Property is complete and accurate. If any error results from incorrect Customer Property supplied by Customer, Customer shall be responsible for discovering and reporting such error, payment of any and all fees and expenses incurred by Cyclomedia due to such error, payment for any additional Services to be performed by Cyclomedia due to such error, and supplying the Customer Property necessary to correct such error by reprocessing at the earliest possible time.

## 11. INDEMNIFICATION.

11.1 Indemnification by Cyclomedia. Cyclomedia will indemnify, defend, and hold harmless Customer, its directors, officers, employees, and agents, against any Action against Customer solely to the extent that the Action is based on a claim that any Software infringes any United States copyright or misappropriates any trade secret. Cyclomedia will pay costs and damages finally awarded against Customer in any such Action, or those costs and damages agreed to in a monetary settlement of an Action. If the Software becomes, or in Cyclomedia's opinion is likely to become, the subject of an infringement or misappropriation claim, Cyclomedia may, at its option and expense, either: (i) procure for Customer the right to continue using the Software as part of the Cyclomedia Offerings, or (ii) replace or modify the Software so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Software's functionality as described in the then-current Documentation). Notwithstanding the foregoing, Cyclomedia will have no obligation with respect to any Third Party Technology or Customer Property or an infringement or misappropriation claim if the Software is being misused, used in violation of these Terms or any Regulations, used in nonconformance with the Documentation, or has been modified by Customer or any third party. Cyclomedia's obligations under this Section will constitute its sole and exclusive obligations and Customer's sole and exclusive remedy in the event that any claim or action is brought against Customer alleging that the Cyclomedia Offerings infringe, misappropriate, or otherwise violate the rights of any third party.

11.2 Notification and Cooperation. The obligations under this Section are conditioned on (a) the indemnified party notifying the indemnifying party promptly in writing of the commencement of any Action, (b) the indemnified party giving the indemnifying party sole control of the defense and any related settlement negotiations, and (c) the indemnified party cooperating with the indemnifying party in the defense.

12. **NON-SOLICITATION.** During the Term and for a period of 6 months following the termination or expiration of these Terms, Customer agrees not to solicit, nor attempt to solicit, the services of any employee or sub-contractor of Cyclomedia who provides services to Customer during the Term without prior written consent. Customer will not be in violation this Section if an employee or subcontractor of Cyclomedia responds to a public advertisement of an open position and is subsequently hired. Violation of this provision will entitle Cyclomedia to assert liquidated damages against Customer equal to fifty percent (50%) of the solicited person's annual compensation and all reasonable legal fees incurred by Cyclomedia in enforcing its rights under this Section.

13. **CHOICE OF LAW; DISPUTE RESOLUTION.** These Terms will be interpreted and construed in accordance with the laws of the State of North Carolina and the United States, excluding conflict of laws provisions. All disputes relating to these Terms will be subject to the exclusive jurisdiction of state and federal courts in North Carolina, and the parties will submit to the personal and exclusive jurisdiction and venue of these courts; provided, however, that the foregoing does not prohibit Cyclomedia from instituting an action in any court of competent jurisdiction to obtain injunctive relief to protect or enforce its intellectual property rights.

14. **RELATIONSHIP OF THE PARTIES.** The parties are independent contractors, and neither party has any power or authority, nor will it represent that it has any power or authority, to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

15. **GENERAL. Assignment.** These Terms binds the parties' representatives, successors, and assigns, except that neither party may assign these Terms without the prior written consent of the other party unless it is: (a) to an affiliate of the party; or (b) to a purchaser of all or substantially all of the business or assets of the party, whether by merger or otherwise, and written notice is provided within 30 days to the other party. **Notices.** Any written notice required to be given to a party will be given by personal delivery to that party, or mailed by registered or certified mail, return receipt requested, postage prepaid, to that party at that party's address on the Order Form. **Force Majeure.** Except for the obligation to make payments, neither party will be liable for delays or breaches in its performance under these Terms due to causes beyond its reasonable control. **Modifications; Severability; Waiver.** Any modification of these Terms will be effective only if in writing and signed by both parties. Any provision of these Terms that is held to be invalid, illegal, or unenforceable will be severed from these Terms, and the remaining provisions will remain in full force and effect. No failure or delay by either party to exercise any right or remedy will be construed as a current or future waiver of such remedy or right. **Counterparts.** These Terms may be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument. Facsimile signatures, or other electronic signatures, are binding and have the same effect as a handwritten signature.

16. **GENERAL.** Customer annually requests from its legislative body or funding authority funds to be paid to be paid to under this Contract or any Schedule and, notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not approve funds to be paid for any further agreement, Customer may, upon prior written notice to Contractor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return any product or equipment to Contractor and thereupon be released of any further obligation to make payments due thereafter.

In Witness Whereof, the parties have executed this Agreement.

<b>Cyclomedia Technology, Inc.</b>	<b>County of Dare, North Carolina</b>
By:	By:
Print Name: Bryan Mueller	Print Name: Robert L. Outten
Title: Chief Administrative Officer	Title: County Manager
Date:	Date:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. 2/23/2023

Sally Detasse





## SERVICE SCHEDULE

### Street Smart Cloud - Software as a Service ("SaaS")

This Service Schedule applies in addition to the General Terms and Conditions ("**Terms**") to the provision of Street Smart Cloud, a secure, scalable service that includes the hosting and provision of Image Material, Information Products and Software.

1. **Definitions.** In addition to terms defined in the Terms, the following terms will have the following meanings:

1.1 "**Cyclomedia Site**" means the website provided by Cyclomedia to Customer so it may access Street Smart, Information Products and Image Material on a remote basis.

1.2 "**Subscription Fee**" means the annual fee for a Street Smart Cloud Subscription.

1.3 "**Subscription Start Date**" means the date that the Order Form is submitted or is otherwise identified on the Order Form.

1.4 "**Subscription Term**" means the period defined in the applicable Order Form.

1.5 "**System**" means the computers, servers and related equipment used by or on behalf of Cyclomedia to provide access to the Services.

2. **Cyclomedia Responsibilities.** Cyclomedia will provide access to the Cyclomedia Site as of the Subscription Start Date, respond to Service incidents, and host and maintain the Cyclomedia Site and Customer Data as set forth in this Schedule and the Terms. Cyclomedia will make reasonable efforts to make the Cyclomedia Site available to the Customer twenty-four hours a day, seven days a week.

3. **Customer Responsibilities.** Customer (i) will upload sufficient Customer Data, in a suitable format, for Cyclomedia to provide the Services; (ii) will have suitable computing devices to access the Cyclomedia Offerings; (iii) is solely responsible for providing adequate security of Customer's internal systems, Customer Data and for all third-party fees associated with provision of the Services; and (iv) will comply with all third party acceptable use policies related to Third Party Technology used to view the Image Material.

4. **Use Guidelines.** Customer will use the Services solely for its internal business purposes and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Services; (ii) attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, or other measures relating to the Cyclomedia Offerings; (iii) attempt to reverse engineer or decompile any component or element of the Cyclomedia Offerings, (iv) transfer to third parties or permit third parties to use Customer's user name and password or Cyclomedia Property, (v) use the System or the Services for any acts that are contrary to any applicable Regulations, or (vi) copy any Documentation other than is necessary for the purposes permitted under these Terms and for backup purposes, provided that Customer shall not remove any of Cyclomedia's Marks when copying such Documentation. Cyclomedia may immediately suspend all access to the Cyclomedia Site and disable all Authorized User logins in the event Cyclomedia reasonably suspects a misuse of the Services.

5. Management of Services. Cyclomedia is at all times entitled to make changes in the log-in procedure. Cyclomedia will notify Customer about such changes as soon as possible. Without prior notice being required, Cyclomedia is entitled to discontinue the operation of the System and/or the Services temporarily or to restrict use to the extent this is reasonably necessary for maintenance purposes or for necessary adjustments to or improvements in the System and/or Services without the Customer or an Authorized User being entitled to claim any compensation from Cyclomedia.

6. Payment. Customer shall pay the agreed-upon Subscription Fee in advance. Cyclomedia may change its fees from time to time; provided, however, that Cyclomedia shall provide 30 days written notice of any change in fees. In the event that Cyclomedia shall increase its fees pursuant to this Section, Customer shall have the right to terminate its current Order Form effective the date of such change in fees. Customer's obligation to payment of fees remains in full force and effect during any periods when the Services are inoperable.

7. Suspension of Service. Cyclomedia has the right to suspend, terminate, or otherwise restrict the Customer's use of the Services or the Software if such use (a) results in a failure or delay of any network or system of Cyclomedia or a third party, (b) is in violation of the Use Guidelines, or (c) if necessary or desirable for maintenance or improvement purposes. Cyclomedia is not liable for any Action arising from the suspension, termination, or restriction of the Services or access to the Services pursuant to this Section.

8. Effect of Termination. Customer has (30) days after the effective date of termination of this Agreement, or after the termination of an Order Form, to return or destroy any Confidential Information of Cyclomedia. Further, if Customer terminates the Service before the end of the Subscription Term, Customer will not be entitled to any refund of prepaid fees and any fees by owed by Customer are immediately due and payable.

9. Warranty. Cyclomedia warrants that the Cyclomedia Offerings will operate in substantial conformity with the Documentation. Cyclomedia does not guarantee that Customer's access to or use of the Cyclomedia Offerings will be uninterrupted or error-free.

*Confidentiality Notice: The contents of this Statement of Work, and any associated schedules or attachments, are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this quotation or their agent, or if this quotation has been addressed to you in error, please immediately alert the sender by reply email and then delete this quotation and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.*



*Emergency Medical Helicopter  
SkyTrac Systems Ltd.*

**Description**

Attached is an update to our current subscription with SkyTrac, to add to the current flight following capability of the helicopter and add flight data monitoring.

**Board Action Requested**

Approve and authorize County Manager to execute

**Item Presenter**

Jennie Collins, EMS Director



**SKYTRAC  
INTEGRATED SERVICES AGREEMENT**

<b>Client:</b>	<b>Dare Med Flight</b>
<b>Address:</b>	<b>1025 Driftwood Dr, Manteo, NC 27954, United States</b>
<b>Telephone:</b>	<b>+1 252 475 9122</b>
<b>Effective Start Date:</b>	<b>March 1, 2023</b>
<b>Payment Method:</b>	<b>Wire transfer (pending credit application)</b>
<b>Term (months):</b>	<b>60</b>

SKYTRAC agrees to provide the following Services to the Client as below, including any statement of work or compliance matrix attached hereto.

**RATES OF COMPENSATION**

**MONTHLY SERVICE FEES**

MONTHLY SERVICE FEES	QTY	UNIT	UNIT PRICE	SUBTOTAL
Flight Data Monitoring (SAFR ESSENTIALS)	1	Per Aircraft	\$ 205.00	\$ 205.00

ONE TIME FEES	QTY	UNIT	UNIT PRICE	SUBTOTAL
FDM SET UP FEE	1	Per Aircraft TYPE	\$ 8,000.00	\$ 8,000.00

**ONE TIME FDM SETUP FEE TO BE PAID WHEN HELIONIX CONNECTION IS AVAILABLE FROM SKYTRAC**

**Notes:**

- Prices are in USD and are exclusive of any applicable taxes.
- SKYTRAC will invoice the Client monthly for the Services, plus any applicable taxes, and are due net 30 days.
- Pricing is based on the set rate for the qty of aircraft contracted. Any reduction in the number of contracted aircraft may result in an increase in the rate for the remaining aircraft.
- Additional aircraft may be added under this Agreement at any time as per the monthly fee per aircraft provided utilization is the same of contracted aircraft. Activations during any service month will be charged at the full monthly rate.
- Additional supplemental SkyWeb or Training services will be charged at SKYTRAC’s standard rates (which are subject to change with 30 days’ written notice).
- An annual escalation of five percent (5.0%) will be applied to the monthly fees and charges on each anniversary date of this Agreement.



- SKYTRAC will review usage on a regular basis to ensure the system is being operated within reasonable parameters and not being misused. Unlimited usage assumes that the Client is utilizing the system correctly and the transceiver is switched off when not in operation.
- Client acknowledges that SKYTRAC requires two (2) business days' notice to activate or re-start FDM Services.
- All FDM Services suspended by SKYTRAC due to overdue accounts are subject to a reactivation fee of \$100 per aircraft/unit.
- Iridium's and SKYTRAC Systems' products, services, hardware, software, and technical data may NOT be EXPORTED or RE-EXPORTED, either DIRECTLY or INDIRECTLY, to U.S. or Canadian embargoed or restricted destinations, or to companies or citizens/nationals of those listed on the US and Canadian Embargo and Sanctioned Lists without prior authorization from the applicable U.S. Government agency (BIS and/or OFAC) and Iridium's Export Compliance Department or Canadian Government.

**Program Management**

The Client agrees to designate the following representative as its program manager who will be responsible and authorized to coordinate and execute the functions related to the management of the Services.

**Program Manager:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Accounting/Billing Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**SKYTRAC Contact details**

**Client Services**

[clientservices@skytrac.ca](mailto:clientservices@skytrac.ca)

+1.250.765.2393

**Accounting**

[ar@skytrac.ca](mailto:ar@skytrac.ca)

+1.250.765.2393

**Schedule**

SKYTRAC will provide the Services on a timely basis in accordance with the scope of work/compliance matrix set out in the Attachment 1 and will notify the Client in writing if any of the Services should for any reason be delayed which will not, in any event, relieve the Client from the performance of its contractual obligations hereunder.

**Authorization**

The Client’s use of the service is subject to SKYTRAC’s Service Terms (the “SKYTRAC Terms”), which may be viewed at [www.skytrac.ca](http://www.skytrac.ca). The SKYTRAC Terms include important legal rights, obligations and limitations. The Client hereby consents to the terms of this Agreement and understands that by using the Services, it accepts the SKYTRAC Terms.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A manually signed copy of the Agreement delivered by email or other means of electronic transmission, including digital signatures using a system such as DocuSign, is deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

This Agreement has been pre-signed by SKYTRAC Systems Ltd. Any changes or modifications to this Agreement made without the express written consent of SKYTRAC shall render it void and unenforceable.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Start Date.

DARE MEDFLIGHT	
Name: _____	Authorized Signature: _____
_____	

SKYTRAC	
Name: _____	Authorized Signature: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. 2/23/2023

*Sally DeRose*



**ATTACHMENT 1**

**COMPLIANCE MATRIX**

<b>CUSTOMER:</b>	<b>RFP, PROPOSAL#:</b>	<b>PREPARED BY:</b>	<b>DATE PREPARED:</b>
DARE MED FLIGHT	SAFR ESSENTIALS PROGRAM- EC145	Luke Billington	FEB 08, 2023

<b>ITEM #</b>	<b>RFP, PROPOSAL REFERENCE</b>	<b>DESCRIPTION</b>	<b>METHOD OF COMPLIANCE</b>	<b>COMPLIANCE ARTEFACT</b>						
1.0	SKYTRAC FDM Program;	Flight Data Monitoring Program Implementation	SKYTRAC Systems is AS9100 certified and all customer FDM programs will follow the latest released version of document P412-2 – FDM Services Delivery Process	P412-2 Artefacts Integrated Services Agreement						
2.0	SKYTRAC FDM Program;	Flight Data Acquisition	The final Event Set will be agreed upon once the flight data files have been provided to SKYTRAC for analysis.	P412-2 Artefacts Integrated Services Agreement FDM Event Specifications						
3.0	SKYTRAC FDM Program;	Data Integrity and Validation	A Flight Data Verification test plan will be provided to the client. SKYTRAC anticipates validation activity to take approximately 3 days. Multiple flight tests may be required to complete the validation process.	P412-2 Artefacts						
4.0	SKYTRAC FDM Program;	Manual Data Offloading	Client will upload the data to SKYTRAC for analysis.	N/A						
5.0	SKYTRAC FDM Program;	Flight Data Analysis	SKYTRAC will provide an online analysis platform for viewing the recorded flight data. A one-time 60-minute online SAFR training to be provided SKYTRAC FDM team to Dare Medflight  SKYTRAC will provide access to the client designated “Gatekeeper”. The Gatekeeper can then provide access internally as desired. Designated users will have visibility of both safety and maintenance information.	P412-2 Artefacts Approved FDM Event Specifications						
6.0	SKYTRAC FDM Program;	Event Verification	Data will be available in our online analysis software within 24 hours of flight data being received by SKYTRAC. Events will be auto verified by the FDM software.	P412-2 Artefacts						
7.0	Implied	<table border="1"> <tr> <td colspan="2">All above services for Aircraft list</td> </tr> <tr> <td>TAIL #</td> <td>MODEL</td> </tr> <tr> <td>N401MF</td> <td>H145</td> </tr> </table>	All above services for Aircraft list		TAIL #	MODEL	N401MF	H145	Once available (FAA approval) SKYTRAC will provide the instructions to interface between the ISAT-200A and Airbus Helionix for improved aircraft parameters for your FDM system. The one time set up fee will be charged at this time.	Applicable STC data package
All above services for Aircraft list										
TAIL #	MODEL									
N401MF	H145									
8.0	SKYTRAC FDM Program	Event Set changes	Any additional Event set changes outside what is listed above will be charged on a case-by-case basis	N/A						



*Motorola Solutions Service Agreement*

**Description**

This is a multi-year service agreement for radio system planned and required upgrade.

**Board Action Requested**

Approve and authorize County Manager to execute

**Item Presenter**

Captain Jack Scarborough





# SERVICE AGREEMENT

500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

Quote Number : QUOTE-2027828  
 Contract Number: USC000008490  
 Contract Modifier: R27-JAN-23 17:39:23

Date:01/27/2023

Company Name: DARE COUNTY NORTH CAROLINA
Attn:
Billing Address: PO BOX 1000
City, State, Zip: MANTEO , NC, 27954
Customer Contact: Capt. Jack Scarborough
Phone: 252-475-0597

Required P.O. :  
 PO # :  
 Customer # :1011696286  
 Bill to Tag # :  
 Contract Start Date :01-Jul-2023  
 Contract End Date :30-Jun-2028  
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$245,475.79
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$72,396.16
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$16,186.84
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$1,492,449.80
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$219,859.07
		Subtotal - Recurring Services	\$34,106.13
		Subtotal - One-Time Event Services	\$0.00
		Total	\$2,046,367.66
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

**SPECIAL INSTRUCTIONS:**

Year 1 = \$384,089.16  
 Year 2 - \$396,137.30  
 Year 3 - \$408,717.48  
 Year 4 - \$421,853.50  
 Year 5 - \$435,570.22

500 W Monroe Street  
 Chicago, IL 60661  
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Quote Number : QUOTE-2027828  
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**cyber Service / In-A knowledge Section:**

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	In: Service Included in the contract?	*Service to-out?	** Not Available (add reason code)
Security Update Service (SUS)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>3</u>
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>3</u>
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>3</u>

\* Service to-out - I have received a briefing on the service and choose not to subscribe.

\*\* If selecting "Not Available", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Available Statement of Work which describes the Service and cyber security services provided on the Agreement. Motorola's Terms and Conditions, including the cyber security online Terms A knowledge, are attached hereto and incorporate the cyber Addendum (available at [http://www.motorola.com/en\\_us/managed-security-services/cyber-security.html](http://www.motorola.com/en_us/managed-security-services/cyber-security.html)) by reference. By signing below, customer acknowledges the terms and conditions govern all Service under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
<i>Richard Lawson</i>	CSM	2/8/2023
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. 2/23/2023

*Sally Detesse*



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2027828  
Contract Number: USC000008490  
Contract Modifier: R27-JAN-23 17:39:23

Richard a o

85-497-9222

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MOTORO A REPRESENTATIVE(PRINT NAME

PHONE

Company Name : DARE COUNTY NORTH CAROLINA  
Contract Number : USC000008490  
Contract Modifier : R27-JAN-23 17:39:23  
Contract Start Date : 01-Jul-202  
Contract End Date : 0-Ju -2028

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2027828  
Contract Number: USC000008490  
Contract Modifier: R27-JAN-23 17:39:23

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street  
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Contract Modifier: R27-JAN-23 17:39:23

**Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

**Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

**Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

**Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 10. DEFAULT/TERMINATION**

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. **The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval.** If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

**Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2027828  
Contract Number: USC000008490  
Contract Modifier: R27-JAN-23 17:39:23

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2027828  
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2027828  
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## Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022





*Southern Disaster Recovery, LLC  
Household Bulk Item/Large Item Pick Up*

**Description**

Southern Disaster Recovery, LLC has responded to Dare County's request for household bulk item/large item pick up. Debris to be collected will include: household items such as furniture, appliances, mattresses and box springs, automobile tires, used motor oil in spill proof containers, auto radiators, assorted other metal, and water-based paint if dried out.

**Board Action Requested**

Approve and authorize contract to be signed by the County Manager

**Item Presenter**

Shanna Fullmer, Public Works Director

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of March, 2023, by and between **DARE COUNTY, NORTH CAROLINA** hereinafter termed the "Owner", and **SOUTHERN DISASTER RECOVERY, LLC**, hereinafter termed the "Contractor".

### WITNESSETH

**WHEREAS**, the Owner procures a qualified contractor to perform household bulk item/large item pick up in the County; and

**WHEREAS**, the Owner has determined that the household bulk item/large item pick up services will be needed in Mar/April 2023 and therefore approved in its 2023 budget funds for such services, and

**WHEREAS**, the Owner has procured through a competitive bid process the Contractor to perform these services.

**NOW, THEREFORE**, the parties have agreed and do hereby agree, the Owner for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

### ATTACHMENT 1 – SCOPE OF SERVICES

This attachment will include the detailed Scope of Work for household bulk item/large item removal services. The Scope of Services between the Owner and Contractor can be modified by addendum as agreed by both parties.

### ATTACHMENT 2 – COMPENSATION FOR SERVICES

The Contractor shall be compensated for services provided to the Owner under the terms of this contract and in accordance to the attached Price Proposal Form. The Contractor shall provide to the Owner or the Owner's authorized representatives, access to any books, documents, papers, and records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Agreement for three years after termination and all other pending matters are closed. Attachment 2 contains the fee schedule for the Scope of Services.

### TERMS AND CONDITIONS

- **Permit Assistance:** To the extent applicable, the Owner shall assist the Contractor in obtaining all necessary governmental permits required for

the performance of the Services. The Owner shall comply with all County, State, and Federal ordinances, rules and laws pertaining to the Contractor's work.

- **Insurance:** The Contractor shall maintain all insurance requirements as required by the Owner throughout the term of this Agreement.
- **Standard of Care, Hold Harmless, and Indemnity:** The Services shall be conducted by the Contractor consistent with the level of care and skill ordinarily exercised by providers of the same services acting under similar circumstances and conditions. The Contractor shall indemnify and hold the Owner harmless from all damages or suits or actions brought against the Owner as a result of any act or failure to act by the Contractor, its agents, servants, or employees.
- **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss, unavailability of labor, material, fuel, services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Service may be continued.
- **Not to Exceed Amount:** The Owner has set a not to exceed amount for this initial household bulk item/large item activation at **Two hundred and ninety eight thousand, six hundred fifty dollars (\$298,650.00)**
- **Term:** The initial term of this Agreement shall become effective on the date signed and expire on June 30, 2025. After the initial 3 year contract, there is two additional one year optional renewal periods. Both parties can agree to modify the term of this

agreement with future addendums.

- **Payment Terms:** The Owner shall pay the Contractor Net 30 upon receipt of an invoice from the Contractor. Invoices not paid within 30 days from receipt may be subject to a 1.5% per month charge.
  
- **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The Owner reserves the right to terminate this Agreement for either cause or convenience. Irrespective of which party terminates, or the cause thereof, the Owner shall, within thirty (30) days of termination, compensate the Contractor for services provided, if any, up to the time of termination.
  
- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. The contract documents which comprise and supplement the Contract between the County and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:
  - This Contract;
  - Scope of Services (Attachment 1);
  - Contractor's Quoted Fees (Attachment 2);
  - Contractor's Insurance certifications;

This agreement may be amended only by written instrument signed by both parties.

- **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.
  
- **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability

between the Owner and the Contractor shall survive the completion of Services hereunder and the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first written.

**DARE COUNTY, NORTH CAROLINA  
RECOVERY**

**SOUTHERN DISASTER**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name: Robert L. Outten

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

Title: County Manager

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

Date: 3/ 123

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

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

Sally DeFosse 2/27/23



*Budget Amendment-Dredge Account Interest*

**Description**

Budget amendment to appropriate \$12,780 of interest revenues earned from June 2019 to January 2023 to be reverted to the Shallow Draft Navigation Fund per NCDEQ contract.

**Board Action Requested**

Adopt budget amendment.

**Item Presenter**

None.

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Inlet Maintenance					
<u>Revenues:</u>					
Appropriated fund balance	253571	499900		\$12,780	
<u>Expenditures:</u>					
Interest revenues reversion-NCDEQ	254572	550012	00775	\$12,780	

Explanation:

Per NCDEQ Contract No. 7770 Section 5.m., all interest revenues on the \$15,000,000 funds allocated under N.C. Session Law 2018-5, Section 13.7 for the shallow draft hopper dredge must revert to the Shallow Draft Navigation Fund via transfer or via offsets to the State cost-share requirements for use of the shallow draft hopper dredge. This budget amendment appropriates the \$12,780 of interest revenues earned from June 2019 to January 2023 which will be reverted via offsets. Full reversion is anticipated prior to fiscal year end of 6/30/2023.

**Approved by:**

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

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

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

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

*Finance only:*

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



*Board Appointments*

**Description**

The following Boards have appointments or actions this month:

1. Older Adult Services Advisory Council - Amended Bylaws
2. Virginia S. Tillett Community Center Advisory Board
3. A.B.C. Board
4. Upcoming Board Appointments

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager





*Older Adult Services Advisory Council  
Amended Bylaws*

**Description**

Older Adult Services Advisory Council has reviewed and revised their bylaws. Attached are the revised bylaws and the current bylaws with redline notations.

**Board Action Requested**

Approve revised Older Adult Services Advisory Council Bylaws

**Item Presenter**

Mary Pendill, Chairperson

## **BYLAWS**

### **DARE COUNTY OLDER ADULT SERVICES ADVISORY COUNCIL**

**(REV. November 2022)**

#### **Article I – Name**

**The name of the organization shall be the Dare County Older Adult Services Advisory Council, herein referred to as the “Advisory Council.” This includes the Thomas A. Baum Senior Center, The Fessenden Center and the Virginia Tillett Community Center, herein referred to as the “Centers”.**

#### **Article II – Location**

**The Advisory Council shall meet at locations throughout Dare County.**

#### **Article III – Purpose and Objectives**

The purpose of the Advisory Council is to review the work of the Centers providing service for the older adults in its efforts to promote, organize, plan and coordinate services and programs for residents and visitors of Dare County, who are 55 years of age or older. The overall objective of the Advisory Council is to assess the needs of older adults within the context of the County government services and advise the Centers in the development and implementation of a plan for comprehensive and coordinated services for older adults in Dare County.

#### **Article IV – Duties**

The Advisory Council will advise the Centers in the following areas: Implementation of the Center’s goals and objectives, development of the comprehensive and coordinated service systems; planning and evaluation of activities; advising staff on the night time, weekend and holiday hours in coordination with approval of afterhours groups, coordination with other agencies and pooling of resources; and setting and monitoring of objectives. The advisory Council will also advise the staff in any areas of safety and/or need for improvements, repairs, or renovations to the structure.

Annually, in February of each year, the Advisory Council’s Chairperson or designee shall submit a report of the Centers for the previous year to the Dare County Board of Commissioners.

#### **Article V – Membership**

**Section 1 – Method of Appointment:** The members of the Advisory Council shall be appointed by the Dare County Board of Commissioners.

**Section 2 – Number:** The Advisory Council shall have 11 members. At least one of the members shall be a County Commissioner.

Section 3 – Representation: The Advisory Council shall consist of representatives from the older adult program participants, human service agencies, elected officials, and the general public, which shall include low income and minority residents. There shall be representation from all areas of Dare County, including the Beach area, Hatteras Island, Roanoke Island and the Mainland.

The human service agency representative may designate an alternate to attend and vote, when the representative must be absent. The member shall keep the alternate informed of Council business on a monthly basis, as needed.

Section 4 – Attendance: On an annual basis, members shall be required to attend 75% of the scheduled meetings. In addition, “faithful attendance” includes a good faith effort to attend special and emergency meetings, functions, site visits or other official activities of the Advisory Council. Excused absences shall be allowed for illness, injury and other unavoidable absences if the member calls the Advisory Council Chairperson or Director of a Center in advance of the meeting. The Chairperson, with approval of the majority of the Advisory Council, shall notify the member failing to meet these attendance requirements. The Chairperson shall also notify the Dare County Board of Commissioners of the need to appoint a replacement.

#### **Article VI – Term of Office**

All appointments shall be four years, or for the remainder of the unexpired term of a member who must be replaced.

#### **Article VII – Officers**

##### **Section 1 – Number: The Advisory Council shall have a Chairperson, and a Vice Chairperson. Their duties shall be:**

- A. The Chairperson and Vice Chairperson shall be elected from the Advisory Council and each shall be from a different section of Dare County. The Chairperson shall preside over all meetings, appoint appropriate committees and assist these committees in carrying out their duties.
- B. The Vice Chairperson shall preside in the absence of the Chairperson and perform such duties as are assigned by the Chairperson. If the office of the Chairperson is vacated for any reason, the Vice Chairperson shall fill the unexpired term of that office and the members of the Advisory Council shall elect a new Vice Chairperson.

**Section 2 – Recording of minutes:** The Center that hosts a meeting, will designate a person to record the meeting minutes and submit them to the Chairperson for review. The Thomas A.

Baum Center will assist in the processing, distribution of minutes, meeting notices, and all other records of official transaction.

**Section 3 – Election:** The Chairperson, Vice Chairperson shall be elected annually in May and take office on September 1. These Officers may be reelected to serve an additional term(s). These officers may not serve more than 2 consecutive one year terms.

In September of each year, the Chairperson will appoint a nominating committee reflecting the geographic balance of the County. This Committee, at any time during the year, may make recommendations for Advisory Council membership, which is to be submitted to the Dare County Board of Commissioners. Such nominations shall be submitted 30 days prior to expiration of the current members' term or as soon as practical, after a seat is vacated for any reason. This Committee shall present a recommended slate of Officers at the May meeting prior to elections.

#### **Article VIII – Meetings**

**Section 1 – Frequency:** The Advisory Council will determine its own schedule of regular meetings. Meeting must be held quarterly, and notices will be sent by mail, e-mail, and fax or by phone at least one week to ten days prior to each meeting.

**Section 2 – Special Meetings:** Special meetings may be called by the Chairperson or at the request of 2/5th of the Council membership. The Chairperson of the Dare County Board of Commissioners may call a meeting of the Advisory Council at any time. All special meetings will require prior notice of a minimum of 24 hours, and the notice shall include the purpose of the meeting.

#### **Article IX –Committees**

The Advisory Council shall establish committees as they are needed. Each committee shall include at least one member from the Beach area, Hatteras Island, and Roanoke Island/Mainland.

#### **Article X – Voting and Quorum**

Half of the current voting members of the Advisory Council shall constitute a quorum at any regular or special meeting.

#### **Article XII – Conducting Business**

All business shall be conducted in accordance with Robert's Rules of Order, as modified from time to time by the Advisory Council.

**Article XIII – Amendments**

These bylaws may be amended, supplemented by an affirmative vote of the majority of the members of the Advisory Council.

These bylaws were adopted by the Dare County Older Adult Service Advisory Council on February 8, 2023, with final approval of the Dare County Board of Commissioners on \_\_\_\_\_, 2023.

Mary F. Pendell  
Chairperson  
Dare County Older Adult Services Council

2/9/2023  
Date

\_\_\_\_\_  
Chairperson  
Dare County Board of Commissioners

\_\_\_\_\_  
Date

## BYLAWS

### DARE COUNTY OLDER ADULT SERVICES ADVISORY COUNCIL

(REV. November 2022)

#### Article I – Name

The name of the organization shall be the Dare County Older Adult Services Advisory Council, herein referred to as the “Advisory Council.” This includes the Thomas A. Baum Senior Center, The Fessenden Center and the Virginia Tillett Community Center, herein referred to as the “Centers”.

#### Article II – Location

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#### Article IV – Duties

The Advisory Council will advise the Centers in the following areas: Implementation of the Center’s goals and objectives, development of the comprehensive and coordinated service systems; planning and evaluation of activities; advising staff on the night time, weekend and holiday hours in coordination with approval of afterhours groups, coordination with other agencies and pooling of resources; and setting and monitoring of objectives. The advisory Council will also advise the staff in any areas of safety and/or need for improvements, repairs, or renovations to the structure.

Annually (PICK A MONTH??) Advisory Council’s Chair person or designee (program coordinator) shall submit a report of the Centers for the previous year to the Board of Commissioners.

#### Article V – Membership

Section 1 – Method of Appointment: The members of the Advisory Council shall be appointed by the Dare County Board of Commissioners.

Section 2 – Number: The Advisory Council shall have 11 members. At least one of the members shall be a County Commissioner.

Section 3 – Representation: The Advisory Council shall consist of representatives from the older adult program participants, human service agencies, elected officials, and the general public, which shall include low income and minority residents. There shall be representation from all areas of Dare County, including the Beach area, Hatteras Island, Roanoke Island and the Mainland.

The human service agency representative may designate an alternate to attend and vote, when the representative must be absent. The member shall keep the alternate informed of council business on a monthly basis, as needed.

Section 4 – Attendance: On an annual basis, members shall be required to attend 75% of the scheduled meetings. In addition, “faithful attendance” includes a good faith effort to attend special and emergency meetings, functions, site visits or other official activities of the Advisory Council. Excused absences shall be allowed for illness, injury and other unavoidable absences if the member **calls the Advisory Council Chairperson or Director of a Center** in advance of the meeting. The Chairperson, with approval of the majority of the Advisory Council, shall notify the member failing to meet these attendance requirements. The Chairperson shall also notify the Board of Commissioners of the need to appoint a replacement.

#### **Article VI – Term of Office**

All appointments shall be four years, or for the remainder of the unexpired term of a member who must be replaced.

#### **Article VII – Officers**

**Section 1 – Number: The Advisory Council shall have a Chairperson, and a Vice Chairperson. Their duties shall be:**

- A. The Chairperson and Vice Chairperson shall be elected from the Advisory Council and each shall be from a different section of **Dare** County. The Chairperson shall preside over all meetings, appoint appropriate committees and assist these committees in carrying out their duties.
- B. The Vice Chairperson shall preside in the absence of the Chairperson and perform such duties as are assigned by the Chairperson. If the office of the Chairperson is vacated for any reason, the Vice Chairperson shall fill the unexpired term of that office and the members of the Advisory Council shall elect a new Vice Chairperson.
- C. **REMOVED**

Section 2 – Recording of minutes: The Center that hosts a meeting, will designate a person to record the meeting minutes and submit them to the Chairperson for review. The Thomas A. Baum Center will assist in the processing, distribution of minutes, meeting notices, and all other records of official transaction.

Section 3 – Election: The Chairperson, Vice Chairperson shall be elected annually in May and take office on September 1. These Officers may be reelected to serve an additional term(s). These officers may not serve more than 2 consecutive one year terms.

In September of each year, the Chairperson will appoint a nominating committee reflecting the geographic balance of the County. This Committee, at any time during the year, may make recommendations for Advisory Council membership, which is to be submitted to the Dare County Board of Commissioners. Such nominations shall be submitted 30 days prior to expiration of the current members' term or as soon as practical, after a seat is vacated for any reason. This Committee shall present a recommended slate of Officers at the May meeting prior to elections.

## **Article VIII – Meetings**

**Section 1 – Frequency:** The Advisory Council will determine its own schedule of regular meetings. Meeting must be held quarterly, and notices will be sent by mail, e-mail, and fax or by phone at least one week to ten days prior to each meeting.

**Section 2 – Special Meetings:** Special meetings may be called by the Chairperson or at the request of 2/5th of the Council membership. The Chairperson of the Dare County Board of Commissioners may call a meeting of the Advisory Council at any time. All special meetings will require prior notice of a minimum of 24 hours, and the notice shall include the purpose of the meeting.

## **Article IX –Committees**

The Advisory Council shall establish committees as they are needed. Each committee shall include at least one member from the Beach area, Hatteras Island, and Roanoke Island/Mainland.

## **Article X – Voting and Quorum**

Half of the current voting members of the Advisory Council shall constitute a quorum at any regular or special meeting.

## **Article XII – Conducting Business**



All business shall be conducted in accordance with Robert’s Rules of Order, as modified from time to time by the Advisory Council.

**Article XIII – Amendments**

These bylaws may be amended, supplemented by an affirmative vote of the majority of the members of the Advisory Council.

These bylaws were adopted by the Dare County Older Adult Service Advisory Council on \_\_\_\_\_, 2023, with final approval of the Dare County Board of Commissioners on \_\_\_\_\_, 2023.

\_\_\_\_\_  
**Chairperson**  
**Dare County Older Adult Services Council**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Chairperson**  
**Dare County Board of Commissioners**

\_\_\_\_\_  
**Date**



*Virginia S. Tillett Community Center Advisory Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

March, 2023

**VIRGINIA S. TILLET COMMUNITY CENTER ADVISORY BOARD**  
(Staggered/Three Year Term)

**The Virginia S. Tillett Community Center Advisory Board nominating committee recommends Jonathan DeLucia to complete the term of Pam Zafra.**

**Applications were received from Jonathan DeLucia and Joanne Preiser**

Other Members: See attached list

**VIRGINIA S. TILLET COMMUNITY CENTER ADVISORY BOARD**

**(Three Year Term)**

**This Board advises and promotes goals and policies to enhance  
Virginia S. Tillett Community Center operations and community outreach.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Commissioner Rob Ross 105 East Sand Fiddler Court Nags Head, NC 27959 <a href="mailto:Rob.ross@darenc.com">Rob.ross@darenc.com</a> 252-216-6869 (C)	8/23	Apptd. 6/17 Reapptd. 8/20
Teresa Griffin 223 Scuppernong Road. Manteo, NC 27954 <a href="mailto:tgtjames22@gmail.com">tgtjames22@gmail.com</a> 252-475-0173	8/23	Apptd. 7/21
Flossie Tugwell P.O. Box 896 Nags Head, NC 27959 473-5993	8/24	Apptd.8/10 Reapptd. 8/12, 15, 18, 7/21
Mary Pendill 129 Dogwood Circle Manteo, NC 27954 473-3589	8/24	Apptd. 8/14 Reapptd. 8/15, 18, 7/21
<b>Vacant</b>	<b>8/23</b>	<b>Apptd. 8/20</b>
Lynda Hester, CH. P.O. Box 457 Manteo, NC 27954 <a href="mailto:ljo48@gmail.com">ljo48@gmail.com</a> 252-475-1964	8/25	Apptd. 8/10 Reapptd. 8/13, 16, 19, 22
Mitchell Bateman P.O. Box 100 Wanchese, NC 27981 473-3350	8/23	Apptd.8/14 Reapptd. 8/17, 8/20
Jennifer Phillips P.O. Box 1272 Manteo, NC 27954 252-573-0135 <a href="mailto:jenn@islandinsuranceinc.com">jenn@islandinsuranceinc.com</a>	8/23	Apptd. 11/22 to complete term

Sara J. Hester-Smith P.O. Box 762 Manteo, NC 27954 489-6554 <a href="mailto:sjoihester@gmail.com">sjoihester@gmail.com</a>	8/25	Apptd. 12/17 Reapptd. 8/19, 22
Cindy Perry P.O. Box 2441 Kitty Hawk, NC 27949 252-202-3458 (C)	8/25	Apptd. 1/22 Reapptd. 6/22
Reha Otte' 185 The Dogwoods Manteo, NC 27954 473-1883(H), 473-8883 (C)	8/25	Apptd. 8/19 Reapptd. 22
Tiffany Wescott P.O. Box 2148 Manteo, NC 27954 216-6341	8/24	Apptd. 8/15 Reapptd. 8/18, 7/21
Marylou Harris 134 Fearing Place Manteo, NC 27954 252-473-2279 (H) 919-880-7465 © <a href="mailto:mlharris45860@bellsouth.net">mlharris45860@bellsouth.net</a>	8/24	Apptd. 7/21

**NOTES:**

**MEETING INFO:** 2<sup>nd</sup> Tuesday/monthly, at 9 a.m. (except June, July, Aug.)  
Virginia S. Tillett Community Center Meeting Room

**CONTACT INFO:** Lynda Hester, Chairman  
Sandy Pace, Director of Virginia S. Tillett Community Center

**MEMBERS COMPENSATED:** No

Flossie Tugwell filled unexpired term of Betty Blanchard, John Sibunka filled unexpired term of Doris Young and Lynda Hester appointed as an additional member 8/10  
John Robbins filled unexpired term of Jimmie Williams 6/12  
Suzy Barrett filled unexpired term of Catherine McCabe 2/13; Ann Groves replaced James Harris 9/13  
Brooke McCord appointed to fill unexpired term of Malcolm Fearing 9/13  
Mitchell Bateman replaced Isabel Cooper 8/14; Mary Pendill filled unexpired term of Betty Mann and Margarette Umphlett replaced Virginia Tillett 12/14  
Tiffany Wescott replaced Suzy Barrett and Anastacia Davis replaced Fred Brumbach 8/15.  
Jean Council replaced James Brown and Daniel Otte' replaced John Robbins 8/16.  
Samantha Brown filled unexpired term of Brook McCord 12/16.  
Robb Ross replaced Margarette Umphlett 6/17; Paula Oliver replaced Bea Basnight 8/17  
Sarah Hester-Smith appointed to fill unexpired term of Jean Farr Council who resigned 12/17  
Lynda Hester, Sara Hester-Smith and Daniel Otte reapptd. 8/19; Reha Otte' apptd 8/5/19 to replace Rodney Benson who resigned; Emily Hall apptd. to fill unexpired term of Paula Oliver 10/19;  
Pamela Zafra to fill position of John Sibunka 8/20;

Flossie Tugwell, Mary Pendill, and Tiffany Wescott reappointed for another term, Marylou Harris replaced Anastacia Davis, Teresa Griffin filled unexpired term of Emily Hall 7/21  
11/15/21 Dare County Board of Commissioners unanimously adopted a Resolution to rename the Dare County Center the Virginia Tillett Center. 1/18/22 Dare County Board unanimously agreed the name should be the Virginia S. Tillett Community Center. 1/18/22 Cindy Perry appointed to fill the term of David Otte'. Lynda Hester, Cindy Perry, Reha Otte' and Sara L. Hester Smith reappointed for another term.  
11/7/22 Jennifer Phillips to complete term of Samantha Lock. Pam Zaffra removed from Board for attendance issues.

**REVISED 11/22**



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

---

**1st Choice** Virginia S. Tillett Community Center Advisory Board

**2nd Choice**

**3rd Choice**

**Name** Jonathan DeLucia

**Address** 3937 Pineway Dr

**City/State/Zip** Kitty Hawk NC 27949

**Email** deluciajo@gmail.com

**Personal Phone** (252)489-1878

**Business Phone**

**Business Address**

**Occupation** Real Estate Agent

**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** I graduated from First Flight High School in 2010. After high school I attended East Carolina University, and graduated in 2016 earning a Bachelor of Science in Business Administration, Finance.

**Business and civic experience and skills** I am a lifelong Dare County resident and volunteered in different capacities since I was young. As a member of Boy Scouts Troop 117, I earned the rank of Eagle Scout. After college, I was an apartment leasing manager for 3 years. I worked at PRA Health Sciences (now ICON plc) as a project associate within the accounting and finance department. In 2021 I moved home and started my career in real estate with KW. Now I am with Kingdom Real Estate.

**Other boards, Committees, Commissions on which you presently serve** I do not currently serve on any boards, committees or commissions. I do volunteer my time delivering meals for the Meals on Wheels Program out of the Virginia Tillett Community Center.

## REFERENCE #1

**Name** Sara Hester-Smith

**Business** Keller Williams Outer Banks

**Address** 5595 N. Croatan Hwy., Southern Shores, NC 27949

Phone (252)489-6554

**REFERENCE #2**

Name Lauren Lambert

Business Kingdom Real Estate Services Inc.

Address 4039 Caratoke Hwy., Barco, NC 27917

Phone (252)619-7678

**REFERENCE #3**

Name Ted Moseley

Business Outer Banks LP Gas and Appliance Services

Address 414 US-64, Manteo, NC 27954

Phone (252)473-3200

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.

*Jonathan DeLucia*

Date 1/9/2023





# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Virginia S. Tillett Community Center Advisory Board

**2nd Choice** Nursing Home Community Advisory Council/DC Joint Comm. Advisory Committee

**3rd Choice**

**Name** Joanne Preiser

**Address** 24 Bay Tree Drive

**City/State/Zip** Manteo, NC 27954

**Email** jtp62357@gmail.com

**Personal Phone** (252)489-5440

**Business Phone**

**Business Address** 701 Swan Street KDH, NC 27948

**Occupation** Unemployed

**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** Graduated 1976 Manteo HS, Lynchburg College 38 credits, PE Major, University of Hawaii , Maui Campus 20 credit hours, COA Dare Campus 28 credit hours.

**Business and civic experience and skills** Detention Officer Certification, Salemburg, NC, ....DMV, titles, receptionist 5 years Manteo.....Relay for Life of Dare County, Team captain 8 years. Blue Star Military Mother Outer Banks Chapter 11 years, FFHS Booster 2005-2007.

**Other boards, Committees, Commissions on which you presently serve** Blue Star Chaplain...Relay for Life Team Super Striders Captain, Member of Holy Trinity Catholic Church, ..

## REFERENCE #1

**Name** Mike Kelly

**Business** Kellys Hospitality Group

**Address** Kill Devil Hills, NC 27948

**Phone** (252)441-4116

## REFERENCE #2

**Name** Kathy Marshall  
**Business** Hostess Mako Mikes  
**Address** Swan Street KDH, NC 27948  
**Phone** (631)405-9366

**REFERENCE #3**

**Name** Adam F. Preiser  
**Business** BM 1 Surfman, USCG  
**Address** Station Oregon Inlet, Nags Head, NC27959  
**Phone** (252)441-5842

**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.

*Jody Preiser*

**Date** 3/3/2022



*A.B.C. Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

March, 2023

**BOARD APPOINTMENT**

**A.B.C. BOARD**

(Three Year Term)

The A.B.C. Board retains authority to set policy and adopt rules in conformity with A.B.C. laws and Commission rules and can hire and fire local Board personnel.

**The A.B.C. Board recommends the following applicants for consideration to fill a current vacancy:**

**Pat Hudspeth, Don Twyne, Jr., and Michael Andrews**

**The Board requests that the new member's term expire August 2024 and then be considered for reappointment in order to better stagger term limits**

Applications have been received from:

Michael Andrews  
Mark Ballog  
George Carver  
Tod Clissold  
Jeffrey Dowdy  
Pat Hudspeth  
Chris Parker  
Earl Shearin, Jr.  
Olivia Spencer  
Don Twyne, Jr.  
Amber Younce

Other Members:  
See attached list

**A.B.C. BOARD**  
(Three Year Term)

**This Board manages the sale of distilled spirits by promoting excellence in customer service, fiscal responsibility, operational effectiveness and compliance with laws that govern the sale and use of alcoholic beverages in Dare County. They retain authority to set policy and adopt rules in conformity with ABC laws and Commission rules.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Bea Basnight 177 Scuppernong Road Manteo, NC 27954 252-473-3856 <a href="mailto:beabasnight@aol.com">beabasnight@aol.com</a>	8/25	Apptd. 7/18/22
Robert "Bobby" Owens, II P.O. Box 505 Manteo, NC 27954 252-256-0668 (H) <a href="mailto:bowens@manteonc.gov">bowens@manteonc.gov</a>	8/24	Apptd. 6/11 Reapptd. 8/12, 15, 18, 7/21
Fields Scarborough, Sr.CH P.O. Box 1691 Manteo, NC 27954 252-473-0944 <a href="mailto:fscarborough1@gmail.com">fscarborough1@gmail.com</a>	8/23	Apptd. 8/14 Reapptd 8/17, 7/20
Vacant	8/24	
Jimmy Pierce 47 Cypress Lane Southern Shores, NC 27949 252-202-2555 (H) <a href="mailto:jep108@yagoo.com">jep108@yagoo.com</a>	8/23	Apptd. 2/23

**NOTES: MEETING INFO:** 3<sup>rd</sup> Tuesday each month, 9:00 a.m., ABC Store in Manteo  
**MEMBERS COMPENSATED:** Chairman \$400/mo. and members \$300/mo.

**CONTACT INFO:** Fields Scarborough, Sr., Chairman  
Ted Toler, ABC General Manager (252-473-9492 ext. 20)

Rondall Tillett replaced David Mizelle & Aubrey Heath appointed to fill term of Leon Daniels 8/94. Carl Hayes replaced Aubrey Heath 8/98; Guy Midgett replaced Ray White 8/07. Ray White appointed to fill unexpired term of Guy Midgett 5/08. Bobby Owens appointed to fill unexpired term of Rondall Tillett 6/11.



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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**1st Choice**           ABC Board  
**2nd Choice**  
**3rd Choice**  
**Name**                Michael Andrews  
**Address**             P O Box 12  
**City/State/Zip**      Manteo, NC 27954  
**Email**                obxwaterman@yahoo.com  
**Personal Phone**     (252)202-3121  
**Business Phone**     (252)202-3121  
**Business Address**   P O Box 12 Manteo, NC 27954  
**Occupation**         Marine Surveyor / Adjuster  
**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**         I graduated from Manteo High School in 1983. I have completed numerous courses pertaining to my occupation over the last 30 years. I annually submit continuing education for all of my current licenses.

**Business and civic experience and skills**     I am self employed and have owned my own business, Andrews Marine Enterprises, Inc, for roughly 30 years. I work throughout Dare County along with traveling to many different locations throughout the country. I have been active in the past coaching baseball from T Ball to High School. I was Booster President at Manteo for 5 years. I am currently a trustee of Manteo Lodge # 521 and contribute time towards the Dare County Boatbuilders Foundation.

**Other boards, Committees, Commissions on which you presently serve**     I do not serve on any boards or committee's for Dare County. I am a trustee for Manteo Masonic Lodge # 521 and current officer.

REFERENCE #1

**Name**                 Jim Tobin  
**Business**            Owner Pirates Cove Marina  
**Address**             Pirates Cove, Manteo

Phone (252)256-0629

**REFERENCE #2**

Name Michael Glover

Business Doctor

Address Pirates Cove, Manteo

Phone (252)314-9376

**REFERENCE #3**

Name Sammy Midgett

Business Dare County Water Dept

Address Manteo, NC

Phone (252)256-1721

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.

*Michael Andrews*

Date 7/23/2022



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice: ABC Board

2<sup>nd</sup> choice:

3<sup>rd</sup> choice:

**Name:** MARK BALLOG

**Address:** 2625 SOUTH BRIDGE LANE

**City/State/Zip:** NAGS HEAD, NC 27959

**Email Address:** markballog@aol.com

**Telephone:** Home: (252)573-9756 Business: (252)-2555

**Resident of Dare County:** YES

**Occupation:** RESTAURANT OWNER

**Business Address:** 3308 S VIRGINIA DARE TRAIL

**Educational background:**

Bachelor of Science degree in Marketing form Indiana University of Pennsylvania 1994.

**Business and civic experience and skills:**

I have worked in restaurants for the past 32 years here in Dare County. Involved with Outer Banks Restaurant association, served on the Planning board for the town of Nags Head for a 2 year term. Currently own a Lucky 12 Tavern in Nags Head since 2006.

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

I currently serve on the Outer Banks Tourism board representing the the restaurants of Dare and Currituck County.

**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	MICHAEL SIERS
Business/Occupation	OWNER HOWARD HANNAH KILL DEVIL HILLS BRANCH
Address	4638 SOUTH BLUE MARLIN WAY NAGS HEAD, NC 27959
Telephone	(252)489-3861

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APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name JEFFREY DOWDY  
Business/Occupation CPA DOWDY & OSBORNE  
Address 105 WEIR POINT DR, MANTEO NC 27954  
Telephone (252)202-3324

---

Name JASON WAUGHTEL  
Business/Occupation SENIOR VP SOUTHERN BANK  
Address 108 WEIR POINT DR, MANTEO, NC 27954  
Telephone (252)619-6801

---

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.

Signature of applicant:

*Mark Ballog*

Date: 12/27/2022



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Juvenile Crime Prevention Council (JCPC)

**2nd Choice** ABC Board

**3rd Choice** Library Board - East Albemarle Region

**Name** George Carver

**Address** PO Box 2545

**City/State/Zip** Manteo, NC 27954

**Email** domehomes3951@gmail.com

**Personal Phone** (252)564-5140

**Business Phone**

**Business Address**

**Occupation** Executive Director/Business Owner

**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** I completed my secondary education at Manteo High in 1998. I pursued higher education in computer science at North Carolina Central University from 1998 to 2000, and later continued my studies at Piedmont Community College. Additionally, I broadened my academic horizons by studying marine science at the College of the Albemarle. Apart from formal education, I engage in personal research on various subjects in science, economy, and

**Business and civic experience and skills** I possess diverse experiences in business, civic service and social justice activism. As a member of Manteo Rotary and "LOBX" Leadership OBX alumni, I demonstrate a commitment to community service, leadership and personal growth. I am also a founding member and Exe. Dir of "DMC" Dare Minority Coalition. Directed the largest non-violent demonstration against police brutality to George Floyd. My passion for activism, advocacy and event coordination

**Other boards, Committees, Commissions on which you presently serve** I am presently serving on multiple boards in diverse fields. As a member of Dare County Board of Transportation, I have worked towards improving transportation infrastructure and accessibility in the region. Additionally, as the Executive Dir. of "DMC" Dare Minority Coalition Inc. I lead an org. that strives to empower and uplift marginalized communities. CEO/Founder of Georges Dome Homes Inc. specializes in innovative and sustainable housing.

## REFERENCE #1

**Name** Lavarn Brookes

**Business** Retired " Former Utility Billing Specialist for Dare County Water Dept.

**Address** Manteo, NC

**Phone** (252)305-4598

**REFERENCE #2**

**Name** David Shufflebarger

**Business** Senior partner "Alexander Hass" Member of Outer Banks Community Foundation

**Address** Kill Devil Hill, NC

**Phone** (404)451-0256

**REFERENCE #3**

**Name** Al Friedman

**Business** Real Estate broker "Sun Realty Real Estate"

**Address** Nags Head, NC

**Phone** (410)353-3927

**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.



**Date** 2/15/2023



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice: ABC Board

2<sup>nd</sup> choice:

3<sup>rd</sup> choice:

**Name:** TOD CLISSOLD

**Address:** 221 COMPTON ST

**City/State/Zip:** MANTEO

**Email Address:** tod.clissold@gmail.com

**Telephone:** Home: (252)305-4963 Business:

**Resident of Dare County:** YES

**Occupation:** SELF EMPLOYED

**Business Address:** 303 QUEEN ELIZABETH AVE

**Educational background:**

Attended Brevard College and UNC Charlotte

**Business and civic experience and skills:**

Business Owner of Poor Richards's

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

Served Vice Chair or Roanoke Island Commission 2001-2017

Chair of The Friends Of Elizabeth II from 2001 til 2020

Still Serve on the Board of E II

Manteo Health Care Task Force

Manteo Town Commissioner

**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	MALCOLM FEARING
Business/Occupation	SELF EMPLOYED
Address	PO BOX 759 MANTEO 27954
Telephone	(252)305-8596

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APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name                      FIELDS SCARBOURGH  
Business/Occupation    RETIRED  
Address                 MANTEO  
Telephone               (252)473-0944

---

Name                      BOBBY OWENS  
Business/Occupation    RETIRED  
Address                 MANTEO  
Telephone               (252)473-2721

---

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.

Signature of applicant:

*Tod Clissold*

Date: 1/30/2023



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

---

**1st Choice**            ABC Board

**2nd Choice**            Tourism Board

**3rd Choice**

**Name**                    Jeffrey B Dowdy

**Address**                105 Weir Point Dr

**City/State/Zip**        Manteo, NC 27954

**Email**                    dowdy@dowdyosbornecpa.com

**Personal Phone**        (252)202-3324

**Business Phone**        (252)449-4404

**Business Address**     P O Box 9 Nags Head NC 27959

**Occupation**            Accountant/CPA

**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**            I have a Bachelor of Business Administration in Accounting from Campbell University. And I Have had been a Certified Public Accountant since 1990.

**Business and civic experience and skills**    I have owned my own Accounting/Advisory business here on the Outer Banks for over 32 years. In this business I help local businesses with budgeting/cost controls, expansion and management decisions and Tax planning. I have also served as a past board member of the Outer Banks Chamber of Commerce (Treasurer) .

**Other boards, Committees, Commissions on which you presently serve**            I do not current serve on any Town or County Boards or Committees.  
I do current serve on the Nonprofit Board The Dare County Boat Builders Foundation

## REFERENCE #1

**Name**                    Myra Ladd-Bone

**Business**                Realtor / Past owner of Atlantic Realty

**Address**                3053 Creek Road Kitty Hawk NC 27949

**Phone**                    (252)202-5689

## REFERENCE #2

**Name** Teresa Osborne  
**Business** CPA  
**Address** P O Box 1101 Nags Head NC 27949  
**Phone** (252)202-1570

**REFERENCE #3**

**Name** Jason Waughtel  
**Business** Senior V P/Regional Executive Southern Bank  
**Address** 108 Weir Point Dr Manteo NC 27954  
**Phone** (252)619-6801

**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.

*Jeffrey B DOWDY*

**Date** 5/16/2022



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

---

**1st Choice** ABC Board  
**2nd Choice**  
**3rd Choice**

**Name** Pat Hudspeth  
**Address** 8 Ginguite Trail  
**City/State/Zip** Southern Shores, NC 27949  
**Email** phudspeth@twiddy.com  
**Personal Phone** (252)256-0871  
**Business Phone** (252)457-1177  
**Business Address** 1181 Duck Rd., Duck, NC  
**Occupation** Attorney  
**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** I graduated from Manteo High School in 1997. I received a BA in Economics from UNC-Chapel Hill in 2001. I completed law school at UNC-Chapel Hill in 2004.

**Business and civic experience and skills** Aldridge, Seawell, Spence & Hudspeth ('04-'17); Law Office of Pat Hudspeth ('17-'19); Twiddy & Company (in-house General Counsel, '19-present); former Dare Co. DSS attorney; former chair of Dare Co. Juvenile Crime Prevention Counsel; former OB Chamber of Commerce Board member; former Duck Woods Country Club Board member; Dare Co. Emergency Management Advisory Committee member

**Other boards, Committees, Commissions on which you presently serve** OBX Baseball Board of Directors (VP); Southern Bank Local Advisory Board; Community Care Clinic of Dare Board of Directors

## REFERENCE #1

**Name** Bobby Outten  
**Business** Dare County Manager  
**Address** P.O. Box 1000, Manteo, NC 27954  
**Phone** (252)202-9540



**REFERENCE #2**

**Name** Jim Tobin  
**Business** Dare County Board of Commissioners  
**Address** P.O. Box 1000, Manteo, NC 27954  
**Phone** (252)256-0629

**REFERENCE #3**

**Name** Tess Judge  
**Business** Wilbur Wright Associates, Inc.  
**Address**  
**Phone** (252)216-6105

**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.



**Date** 12/22/2022



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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**1st Choice** ABC Board  
**2nd Choice** Northeastern Workforce Development Board  
**3rd Choice** Oregon Inlet Task Force  
**Name** Chris Parker  
**Address** 106 Airport Rd  
**City/State/Zip** 27954  
**Email** cparker@baylissboatworks.com  
**Personal Phone** (757)773-3823  
**Business Phone** (252)473-9797  
**Business Address** Bayliss Boatworks, 600 Harbor Road, Wanchese, NC 27954  
**Occupation** CPA  
**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** I hold a bachelors degree in commerce from the University of Virginia. I held a CPA license in Virginia from 2004 to 2016 and in North Carolina since 2017.

**Business and civic experience and skills** I am a CPA with 10 years of public accounting experience and 10 years of experience working as a Controller and CFO for family owned businesses.

**Other boards, Committees, Commissions on which you presently serve** None

## REFERENCE #1

**Name** Nancy Brown  
**Business** Bayliss Boatworks  
**Address** 600 Harbor Rd, Wanchese, NC 27954  
**Phone** (252)202-6696

## REFERENCE #2

**Name** Judd Beatty  
**Business** Bayliss Boatworks  
**Address** 600 Harbor Rd, Wanchese, NC 27954  
**Phone** (252)455-7011

**REFERENCE #3**

**Name** Kathy Carden  
**Business** Bayliss Boatworks  
**Address** 600 Harbor Road, Wanchese, NC 27981  
**Phone** (252)216-8790

**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.



**Date** 1/2/2023



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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**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**                       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**                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



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** ABC Board  
**2nd Choice** Tourism Board  
**3rd Choice**  
**Name** Olivia Claire Spencer  
**Address** 2900 Raymond Avenue  
**City/State/Zip** Kill Devil Hills, NC, 27948  
**Email** olivia.spencer739@gmail.com  
**Personal Phone** (757)256-5617  
**Business Phone**  
**Business Address** 1184 Duck Road, Duck, NC 27949  
**Occupation** Manager (Bar/Special Projects)  
**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** I graduated with a B.A. in Mathematics and Statistics from Carleton College (Northfield, MN) in 2016, where I played tennis. I was a three-year all-conference player, two-year conference champion, and two-year NCAA competitor. I am also a USPTA-certified tennis professional.

**Business and civic experience and skills** Over the past three years, I have worked in every FOH position at NC Coast/Red Sky – server, bartender, cater lead, FOH manager, bar manager, and any other special projects and events I can work into the schedule. I have also been the tennis pro at WestSide Athletic Club. Before moving here in 2017, I worked in political polling operations/data science for a market research firm in Denver (headquartered in DC).

**Other boards, Committees, Commissions on which you presently serve** I've served on the OBX Tennis Association board for 4 years. I've taught tennis clinics, helped implement Try Tennis, and helped run the tournament that benefitted Dare County Hospice, and now benefits the OBX Dementia Friendly Coalition. I'm involved with the OBX Restaurant Association. I write grant proposals, put together donations for the NCRLA PAC, and attend NCRLA meetings and PAC fundraisers in Raleigh on behalf of Wes (OBRA president).

## REFERENCE #1

**Name** Wes Stepp  
**Business** Red Sky Cafe & Catering/NC Coast

**Address** 1184 Duck Road, Duck, NC 27949

**Phone** (252)489-0766

**REFERENCE #2**

**Name** Doug Tutwiler

**Business** Red Sky Cafe & Catering/NC Coast

**Address** 1184 Duck Road, Duck, NC 27949

**Phone** (252)619-6194

**REFERENCE #3**

**Name** Jimbo Ward

**Business** Beach Realty

**Address** 4826 N Croatan Hwy, Kitty Hawk, NC 27949

**Phone** (252)202-6490

**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.

*Miria Elaine Spencer*

**Date** 2/6/2023

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](mailto:cheryl.anby@darenc.com)

Advisory Board or Committee interested in:

1<sup>st</sup> choice ABC Board

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name Don Twyne Jr.

Address 116 Fort Hugar Way

City/State/Zip Manteo NC 27954

Email Address donovan.twyne@ncdenr.gov

Telephone Home: 252-473-6345

Business: 252-423-0036

Resident of Dare County:  yes  no

Occupation: Law Enforcement - NC Marine Patrol - Captain District 1

Business Address: 1021 Driftwood Drive - Manteo

Educational background:

High School - some college - NC Certified Public Manager  
BL&T Certified.

Business and civic experience and skills:

License Contractor, LE certified, CDL driver



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

n/a

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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>GG Bonner</u>	<u>Retired PostMaster</u>	<u>Manteo</u>	<u>252-473-2379</u>
<u>Jeff Landreft</u>	<u>Retired DoD</u>	<u>Manteo/Raleigh</u>	<u>252-489-9636</u>
<u>Jeff Malorney</u>	<u>Lawyer</u>	<u>Wanchese</u>	<u>252-202-4040</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: 8/27/2020 Signature of applicant: DM Turner Jr

FOR OFFICE USE ONLY:

Date received: 8/27/2020



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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**1st Choice** Juvenile Crime Prevention Council (JCPC)

**2nd Choice** Jury Commission

**3rd Choice** ABC Board

**Name** Amber Younce

**Address** 205 E. Archdale Street

**City/State/Zip** Kill Devil Hills, NC 27849

**Email** amber.l.younce@nccourts.org

**Personal Phone** (252)996-0785

**Business Phone** (252)475-5267

**Business Address**

**Occupation** Assistant District Attorney

**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** I have a Bachelor's Degree from the University of North Carolina at Wilmington in Liberal Arts. I have a Juris Doctorate Degree from Campbell University School of Law.

**Business and civic experience and skills** I took a year-long course in juvenile delinquency in law school. Additionally, I served as a judge for Wake County Teen Court for 3 years.

I am currently the primary ADA for all juvenile matters in Dare County. I also handle juvenile sessions in other counties, such as Currituck and Camden.

**Other boards, Committees, Commissions on which you presently serve** None at this time.

## REFERENCE #1

**Name** Laura Twitchell

**Business** Assistant District Attorney

**Address** PO Box 579, Manteo, NC 27954

**Phone** (252)305-9770

**REFERENCE #2**

**Name** Jeffrey Cruden

**Business**

**Address**

**Phone** (252)475-5266

**REFERENCE #3**

**Name** Lauren Bailey

**Business**

**Address**

**Phone** (252)475-5260

**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.

*Ambet L. Yancey*

**Date** 2/21/2022



*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.***

***There are also several boards with vacancies. Please check the website.***

- April, 2023 -** Airport Authority – 1 term expiring  
Manns Harbor Marina Commission – 4 terms expiring
- May, 2023 -** Veterans Advisory Council – 2 terms expiring  
Zoning Board of Adjustment – Dare County – 2 terms expiring
- June, 2023** Hatteras Community Center Board – 3 terms expiring  
Juvenile Crime Prevention Council – 12 terms expiring  
Land Transfer Tax Appeals Board – 3 terms expiring  
Library Board – Dare – 3 terms expiring  
Manns Harbor Community Center Board – 3 terms expiring  
Roanoke Island Community Center Board – 3 terms expiring  
Transportation Advisory Board – 1 term expiring  
Waterways Commission – 3 terms expiring

### ***~~~~~Instructions for Obtaining and Submitting Applications~~~~~***

An application must be submitted to the Clerk in order for your name to be considered for a board or committee appointment. Applications are kept on file for three years.

The application 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 252-475-5700***



*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