



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, June 19, 2017

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

AGENDA

- 5:00 PM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1 Opening Remarks - Chairman's Update**
- ITEM 2 Public Comments**
- ITEM 3 Dare County Soil and Water Conservation Board Quarterly Report**
- ITEM 4 Financial Report & Grant Project Ordinance for Hurricane Matthew & TS Hermine**
- ITEM 5 Public Hearing 5:30 p.m. – Petition to Request NCDOT to Abandon Portion of SR 1160**
- ITEM 6 Public Hearing 5:30 p.m. – Manager's Proposed Budget**
- ITEM 7 Consent Agenda**
- 1. Approval of Minutes (06.05.17)
 - 2. Debris Management Contract
 - 3. DHHS, Social Services Division, Budget Amendment - Day Care
 - 4. Budget Amendment - Sheriff Department
 - 5. Nags Head Fireworks Display 2017
 - 6. Tax Foreclosure Attorney Contract
 - 7. Tax Collector's Report
- ITEM 8 Commissioners' Business & Manager's/Attorney's Business**

ADJOURN UNTIL 5:00 P.M. ON JULY 17, 2017



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



Public Comments

Description

The Dare County Board of Commissioners will provide time on the agenda for Public Comments.

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Dare County Soil and Water Conservation Board Quarterly Report

Description

Ann Daisy with the Dare County Soil and Water Conservation Board will present a quarterly report to the Board on June 19, 2017.

Board Action Requested

Information item

Item Presenter

Ann Daisey

Dare Soil and Water Conservation District

Quarterly Update



Community Outreach





Nags Head Elementary
Outdoor Classroom Grant



Volunteers weeding garden

Dare Soil & Water Conservation District
2017

It's more valuable than oil, it's our **SOIL!**

by Matte Samson
Kitty Hawk Elementary School

Dare Soil & Water Conservation District
2017

When your dog poops! Take a big Scoop!

by Jaden Rock
First Flight Elementary School

Dare Soil & Water Conservation District
2017

Were not the Only Ones

by Alissa Tolson
Manteo Elementary School

Dare Soil & Water Conservation District
2017

Save our Ocean to They Need it

by Preston Jordan
Nags Head Elementary School

Dare Soil & Water Conservation District
2017

Use Our Limited Fresh Water Wisely

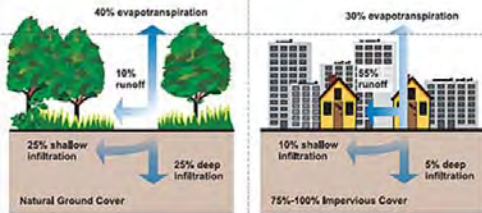
by Anthony Zenteno-Luna
Cape Hatteras Elementary School

11th Annual 5th Grade
Bookmark Contest



First Flight Middle School 6th Grade Field Day at Jockey's Ridge

Pervious vs. Impervious



Stormwater Contaminants

- Sediment
- Nutrients
- Microbes
- Organic materials
- Oil and grease
- Metals

Stormwater's Options

- infiltrate
- held on surface to evaporate
- runoff



Southern Shores Civic Association
Presentation



Rainwater Harvesting: Managing Stormwater at Home
March 25, 2017 Workshop



Watershed Restoration Plan
Nags Head

Stream Debris Funding





Mainland Dare Highway 64



Avon



Stumpy Point

Funds Awarded

- Mainland Dare/Hwy 64: **\$117,500**
- Town of Kitty Hawk: **\$190,050**

2nd Round Submittal: **\$83,696**

- Stumpy Point
- Manns Harbor/Mashoes
- Avon/Rodanthe
- Buxton/Frisco/Hatteras

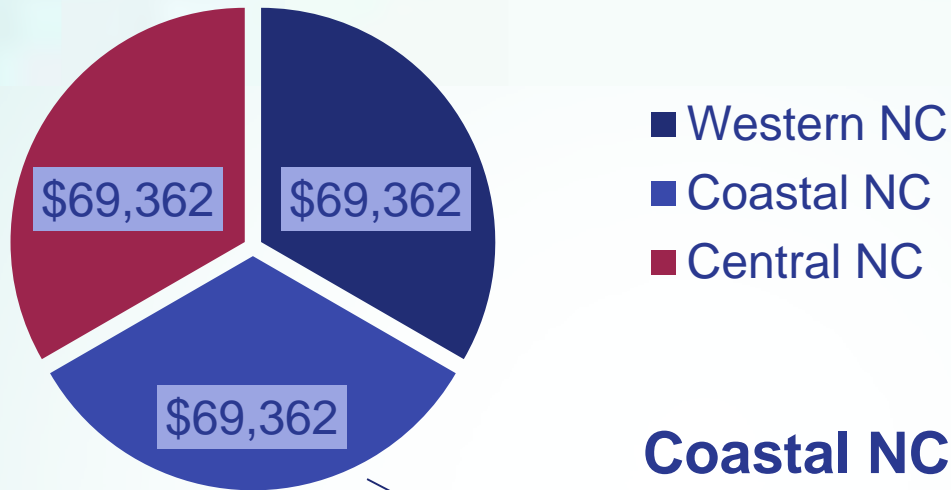
TOTAL for Dare County: \$391, 246

Cost Share Programs

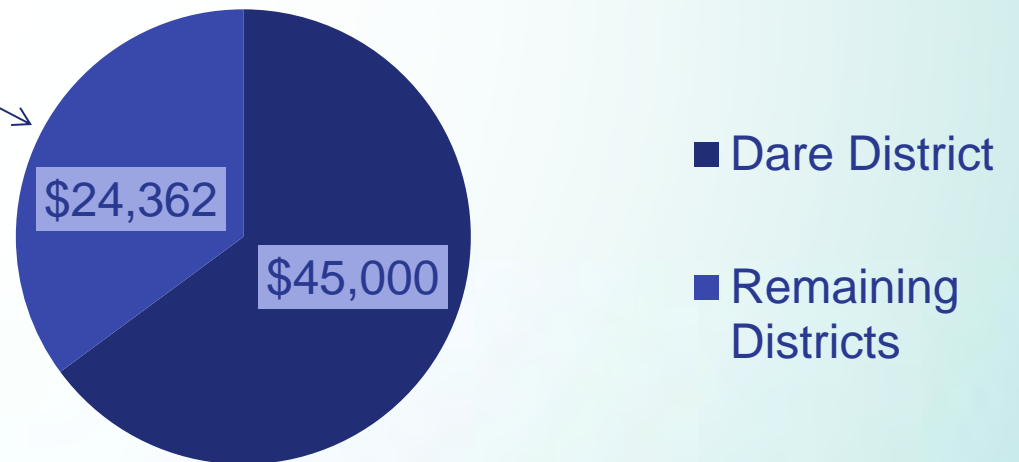




Statewide Cost Share Allocations



Coastal NC Cost Share Allocations



BMP – Marsh Sill

Kitty Hawk – Moor Shore Rd.



Technical Assistance



East Lake Alligator Weed



Southern Shores Pond Algae



Avon Village Flooding



Southern Shores Civic Association – Water Quality



Photo credit: SSCA

County Assistance: Phragmites at Manns Harbor







Financial Report & Grant Project Ordinance for Hurricane Matthew & TS Hermine

Description

A revenue and cost summary for the two storms follows (amounts are estimates as FEMA and insurance are not finalized). Hurricane Matthew resulted in \$2,465,532 of costs and Hermine resulted in \$155,123 of costs. All but \$17,337 should be covered by FEMA & the State and from insurance proceeds.

FEMA began writing Project Worksheets for Hurricane Matthew on May 10. Therefore the process will not be complete by the end of the fiscal year. The attached budget is a Grant Ordinance that does not expire at the end of the fiscal year.

Board Action Requested

Adopt the Grant Ordinance

Item Presenter

David Clawson, Finance Director

**Revenue and Cost Estimates for TS Hermine & Hurricane Matthew
As of June 8, 2017**

Hurricane Matthew

Revenues

State & federal - debris	\$1,981,318
State & federal - EPM	\$ 45,591
State & federal - insurance	\$ 27,667
State & federal - labor/OT	\$ 48,950
Total State & federal	<u>\$2,103,526</u>
Insurance - property & liability	\$ 381,313
	<u>\$2,484,839</u>

Expenditures

Matthew - damage assessment	\$ 1,263
Matthew - debris	\$2,002,408
Matthew - EPM	\$ 7,322
Matthew - insurance	\$ 406,069
Matthew - labor/OT	\$ 48,470
	<u>\$2,465,532</u>

TS Hermine

Revenues

Insurance - property & liability	<u>\$ 118,479</u>
----------------------------------	-------------------

Expenditures

Hermine - debris	\$ 27,394
Hermine - insurance	\$ 118,479
Hermine - labor/OT	\$ 9,250
	<u>\$ 155,123</u>

Total use of local funds from
from Disaster Recovery Fund

	<u>\$ 17,337</u>
--	------------------

County of Dare, North Carolina
Grant Project Ordinance
for
Hurricane Matthew & Tropical Storm Hermine

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 items associated with Hurricane Matthew & TS Hermine in the form of a grant ordinance that will not expire at the end of the current fiscal year.

Section 2 The budget amendment approved by the Board on October 17, 2016 (journal 2017/04-445) is hereby rescinded and reversed.

Section 3 The following budget shall be conducted within the Disaster Recovery Fund (fund #28), a Special Revenue fund.

Section 4 The following amounts are appropriated for the projects, and the existing appropriation shown on the final line is reduced as indicated:

Hurricane Matthew		
Damage assessment	284490-560086-28011	\$1,263
Debris	284490-560086-28015	\$2,002,408
EPM	284490-560086-28016	\$7,322
Property/insurance	284490-560086-28017	\$406,069
Overtime	284490-560086-28038	\$48,470
TS Hermine		
Debris	284490-560085-28015	\$27,394
Property/insurance	284490-560085-28017	\$118,479
Overtime	284490-560085-28038	\$9,250
Emergency operations	284490-550000	(\$17,337)

Section 5 The following revenues are anticipated to be available to complete the projects:

Hurricane Matthew		
State & federal aid	283025-422225	\$2,103,526
Insurance Proceeds	283025-445400	\$381,313
TS Hermine		
Insurance proceeds	283025-445401	\$118,479

Section 6 The Finance Officer is directed to report, on a monthly basis, the financial status of the project as a part of the normal electronic reporting process.

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

Adopted this 19th day of June, 2017.

Chairman, Board of Commissioners

[SEAL]

Gary L. Gross, Clerk to the Board of Commissioners



Public Hearing --Petition to Request NCDOT to Abandon A Portion of SR 1160

Description

Elizabeth Robbins, on behalf of her clients Rand and MaryAnn Hodges, has submitted a petition requesting Dare County to initiate procedures to abandon a portion of Dare Avenue, SR 1160, on Roanoke Island. The request is to abandon the portion of SR 1160 from the end of the paved area to the Roanoke Sound. Since this is a State maintained road, the Board must submit a request to NCDOT. Before submission of the request to NCDOT, a public hearing will be held to solicit input from the community. Following the close of the hearing, the Board can decide if such a request should be submitted to NCDOT. A copy of the letter from Robbins and the applicable statutes outlining the abandonment procedures are included with this cover sheet.

Board Action Requested

Conduct hearing and offer consideration of abandonment request.

Item Presenter


Bobby Outten



016132-000 11-987115-RT-001


10 m
30 ft

Leaflet

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

DARE COUNTY ASSUMES NO LEGAL RESPONSIBILITY FOR THE INFORMATION CONTAINED IN THIS MAP.

Print Date: June 5, 2017

 **215 Dare Ave**
Manteo, NC 27954


Parcel: 016132000
Pin: 987115521864
Tax District: Manteo Out
Subdivision: Fort Raleigh City
Lot-Blk-Sect: Lot: Ptn 1 & Abandoned R/w Blk: 9
Sec:
Property Use: Residential
Building Type: Traditional
Year Built: 1975


Tax Ownership

W Rand Hodges
Mary Ann Hodges

Current Tax Value	
Land	156,100
Building	162,300
Misc	5,400
Total	323,800

Map Legend

Scale: 1:533
Basemap: Aerials(2012)
Parcel Lines
— Property Line
 Selected Parcel

 approximate area to be abandoned



Michael C. Casey
Elizabeth E. Robbins

110 W. Gray Eagle Street, Suite 101
Post Office Box 28 / Nags Head, NC 27959
(252) 441-4125 phone / (252) 441-4126 fax
www.nagsheadlaw.com

May 5, 2017

Dare County Board of Commissioners
ATTN: Robert Outten
P.O. Box 1000
Manteo, NC 27954

Re: Abandonment Petition for the unused portion of State Road 1160 (Dare Ave.)

Dear Mr. Outten:

I write on behalf of my clients, Randy and Mary Ann Hodges of 216 Dare Avenue, Manteo (outside) Fort Raleigh City subdivision. The Hodges have resided at this address for the last fifteen years.

The Hodges request that the Dare County Commissioners abandon the unused, unpaved portion of State Road (SR) 1160 (Dare Avenue) adjoining their property from the end of the paved SR 1160 to the shoreline of Roanoke Sound.

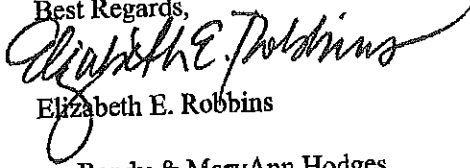
As you are aware, abandonment of a North Carolina Department of Transportation ("NC DOT") road is a two-step process. First, N.C.G.S §136-63 must be followed. In accordance with this statute, I've enclosed the DOT Form SR-3 "Abandonment Petition" signed by the Hodges. On their behalf, the Hodges request the Dare County Board of Commissioners request the NC DOT to abandon the **portion** of SR 1160 adjoining their property from the end of the paved SR 1160 to the shoreline of Roanoke Sound. I've revised the form to meet the specifics of the request.

Second, after the road is abandoned by DOT, such road is then considered a (Dare County) public road and the steps outlined in N.C.G.S. § 153A-241 must be followed. As such, I request that the (1) Board of Commissioners adopt a resolution declaring its intent to close **this** public road and (2) place this matter on the agenda of the Dare County Board of Commissioners public meeting.

Due to unique circumstances involving the Hodges' request, the abandonment of this small, unused and unpaved portion of SR 1160 is in the best interest of the people of Dare County. The abandonment will not affect in any way the public's access to Roanoke Sound and the county will officially be discharged of its duty to maintain this portion of 1160 which is significant due to the erosion and other environmental factors.

Enclosed is a copy of the plat for your review. Please do not hesitate to contact me with any questions or if additional information is needed. Thank you for your attention to my request.

Best Regards,

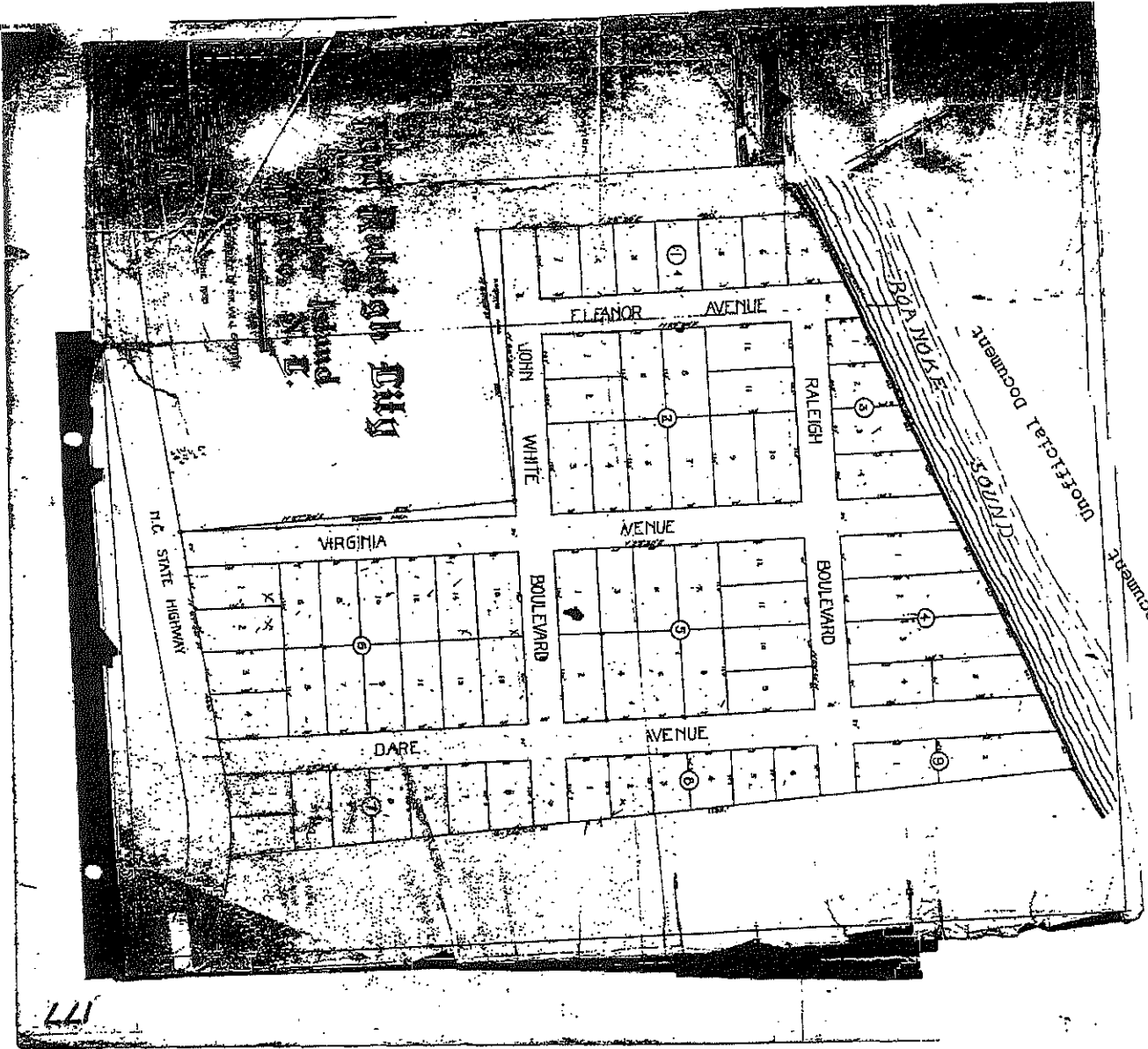


Elizabeth E. Robbins

cc: Randy & MaryAnn Hodges

Gary Lee Gross

Enclosures



44

Unofficial Document

Unofficial Document

Unofficial Document

§ 136-63. Change or abandonment of roads.

(a) The board of county commissioners of any county may, on its own motion or on petition of a group of citizens, request the Board of Transportation to change or abandon any road in the secondary system when the best interest of the people of the county will be served thereby. The Board of Transportation shall thereupon make inquiry into the proposed change or abandonment, and if in its opinion the public interest demands it, shall make such change or abandonment. If the change or abandonment shall affect a road connecting with any street of a city or town, the change or abandonment shall not be made until the street-governing body of the city or town shall have been duly notified and given opportunity to be heard on the question. Any request by a board of county commissioners or street-governing body of a city refused by the Board of Transportation may be presented again upon the expiration of 12 months.

(b) In keeping with its overall zoning scheme and long-range plans regarding the extraterritorial jurisdiction area, a municipality may keep open and assume responsibility for maintenance of a road within one mile of its corporate limits once it is abandoned from the State highway system. (1931, c. 145, s. 15; 1957, c. 65, s. 8; 1965, c. 55, s. 13; 1973, c. 507, s. 22 1/2; 1975, c. 19, s. 45; 1977, c. 464, s. 25; 1993, c. 533, s. 14.)

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

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

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

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

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



Public Hearing - Manager's Proposed Budget

Description

At their June 5, 2017 meeting, the Dare County Board of Commissioners received a presentation on the Manager's Proposed Budget for Fiscal Year 2018 and Planned Budget for Fiscal Year 2019.

Following the Manager's presentation, the Board voted to schedule a Public Hearing on the budget for 5:30 p.m., Monday, June 19, 2017.

The proposed budget is available for public review on the Dare County website at www.darenc.com.

Attached are changes to the Manager's Proposed Budget for FY2018 & FY2019

Board Action Requested

Conduct a Public Hearing on the budget and take appropriate action

Item Presenter

County Manager, Robert Outten

County of Dare
 Budget Change List
 FY2018 & FY2019 Changes to Manager's Proposed Budget

General Fund - Dept	Org	Object	Project	Description	<u>2018</u>	<u>2018</u>	<u>Increase</u>	Cumulative	<u>2019</u>	<u>2019</u>	<u>Increase</u>	Cumulative
					Managers	Adopted	(Decrease)		Managers	Adopted	(Decrease)	
Revenue-building permits	103560	430030		Building permits	(255,000)	(382,700)	(127,700)	(127,700)	(260,000)	(387,700)	(127,700)	(127,700)
Revenue-other financing sources	103090	499900		Appropriated fund balance	-	-	-	(127,700)	(2,787,605)	(2,682,905)	104,700	(23,000)
Planning	104560	537401		Permit system	-	126,700	126,700	(1,000)	-	22,000	22,000	(1,000)
Emergency management	104542	510705		Software as a service	22,900	23,900	1,000	-	22,900	23,900	1,000	-

Water Fund	Org	Object	Project	Description	<u>2018</u>	<u>2018</u>	<u>Increase</u>	Cumulative	<u>2019</u>	<u>2019</u>	<u>Increase</u>	Cumulative
					Managers	Adopted	(Decrease)		Managers	Adopted	(Decrease)	
Water administration	364817	549504		DS interest WRB S09	216,225	84,375	(131,850)	(131,850)	183,600	51,750	(131,850)	(131,850)
Water administration	364817	549505		DS interest WRB S11	1,134,788	106,538	(1,028,250)	(1,160,100)	1,109,038	80,788	(1,028,250)	(1,160,100)
Water administration	364817	548506		DS principal WRB S17	-	395,000	395,000	(765,100)	-	60,000	60,000	(1,100,100)
Water administration	364817	549506		DS interest WRB S17	-	594,207	594,207	(170,893)	-	956,088	956,088	(144,012)
Water distribution	364815	539501		Depreciation E&R	381,450	552,343	170,893	-	435,695	579,707	144,012	-



Consent Agenda

Description

1. Approval of Minutes (06.05.17)
2. Debris Management Contract
3. DHHS, Social Services Division, Budget Amendment - Day Care
4. Budget Amendment - Sheriff Department
5. Nags Head Fireworks Display 2017
6. Tax Foreclosure Attorney Contract
7. Tax Collector's Report

Board Action Requested

Approval

Item Presenter

County Manager, Robert Outten



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

County Manager, Robert Outten



COUNTY OF DARE, NORTH CAROLINA

District 1: Roanoke Island & Mainland; District 2: Nags Head, Colington, Kill Devil Hills; District 3: Kitty Hawk, Southern Shores, Duck; District 4: Chicamacomico, Avon, Buxton, Frisco, Hatteras; District 5: At Large

Regularly scheduled Board meetings are videotaped and can be viewed at www.darenc.com

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., June 5, 2017

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman
Jack Shea, Steve House, Rob Ross, Jim Tobin

Commissioners absent: Danny Couch

Others present: County Manager/Attorney, Robert Outten
Finance Director, David Clawson
Public Information Officer, Dorothy Hester
Clerk to the Board, Gary Gross

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

Chairman Woodard called the meeting to order at 9:00 a.m. He invited Rev. Tom Wilson from All Saints Episcopal Church to share a prayer, and then he led the Pledge of Allegiance to the flag. The Chairman announced that Commissioner Couch had an excused absence due to a previous engagement.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

Chairman Woodard mentioned the following items during his opening remarks –

- He commented on the opening of the 80th season of the Lost Colony production.
- The Chairman complimented Manteo Commissioner Martha Wickre on a wonderful Dare Day celebration and he reported that at the event Malcolm Fearing was named as the Dare County Citizen of Year.
- Gave an update on the North Carolina Attorney General’s investigation into gasoline prices in Dare County. He said the latest report from the Attorney General stated that they found no evidence of criminal wrongdoing or collusion.
- He noted that the County has recently received several positive letters from patients about the excellent care they received from Dare County EMS personnel.
- Details were given about three cleanup events being done by the National Park Service Outer Banks Group in recognition of June being designated as World Oceans Month.
- He congratulated Dare County School Superintendent Sue Burgess on her retirement and thanked her for a job well done.
- Concern was expressed about some jet skiers and boaters ignoring the no-wake zones in Wanchese Harbor. He asked everyone to obey the rules and warned that violators will face law enforcement action.
- Chairman Woodard gave an update on beach nourishment and showed a video.

A video of the Chairman’s update can be seen on the County website www.darenc.com.

ITEM 2 – COLLEGE OF THE ALBEMARLE – INTRODUCTION OF NEW PRESIDENT

Dr. Robert Wynegar, the new President of the College of the Albemarle (COA) was introduced by S. Paul O’Neal, Chairman of the COA Board of Trustees. Dr. Wynegar summarized his background and experience and explained how a degree from COA is an excellent financial investment. He expressed hope that COA’s relationship with Dare County will grow and flourish.

ITEM 3 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Helene Taylor, Transportation, received a 15-year pin.
- 2) Dorothy Hester, Public Relations, received a 20-year pin.
- 3) Nancy Wilkinson, Social Services, received a 20-year pin.
- 4) Sharon Tinnell, Finance Dept., received a 25-year pin.
- 5) Andrian “Sweet Pea” Tillett-Hauck, Planning Dept., received a 25-year pin.
- 6) Elizabeth Edens, 911 Communications, received a 30-year pin.

ITEM 4 – EMPLOYEE OF THE MONTH – JUNE 2017

Talmage Willis received the Employee of the Month award from Trey Piland who described the many ways that Mr. Willis is an asset to the 911 Communications Department.

The County Manager also recognized Skip Wallace, Videographer in the Public Relations Department. Mr. Outten shared correspondence he received from NCDOT Engineer Pablo Hernandez describing the excellent quality and professionalism of the video updates that Mr. Wallace has produced regarding the Bonner Bridge replacement project.

ITEM 5 – PUBLIC COMMENTS

The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. There were no Public Comments.

ITEM 6 – AWARD FOR EXCELLENCE IN FINANCIAL REPORTING

Chairman Woodard recognized the Dare County Finance Department on receiving a Certificate of Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada. He noted that this is the 26th consecutive year that Dare County has received this prestigious award, which was presented to Finance Director David Clawson. An Award of Financial Reporting Achievement was given to Assistant Finance Director Sally DeFosse as the person primarily responsible for preparing the county’s Comprehensive Annual Financial Report (CAFR). The Chairman commended the entire staff of the Finance Department for their professionalism and skill.

ITEM 7 – ROANOKE ISLAND HISTORICAL ASSOCIATION - PRESENTATION

Steve King, Chairman of the Roanoke Island Historical Association (RIHA) and Bill Coleman, Executive Director presented plans to monetize property owned by RIHA to benefit their endowment in order to help ensure the future of the Lost Colony, which is the longest running outdoor drama in the nation. Mr. King explained that the RIHA property known

as the Pearce Tract has been appraised at \$1,000,000. He then outlined a plan whereby the Conservation Fund located in Raleigh and Washington, D.C. would preserve the property as green space with revenue coming from 3 different sources - private donors, a grant from the Clean Water Management Trust Fund (CWMTF), and Dare County. He said \$675,000 would come from private donors and the CWMTF grant and he requested that the balance of \$300,000 come from Dare County in the form of a GOSPL (Green Space – Open Space Preservation of Land Grant) from the Tourism Board. The Board of Commissioners discussed the merits of the arrangement and whether the County would be required to own the property in order to qualify for the GOSPL grant. Mr. Coleman noted that the National Park Service has agreed to manage the 20 acre site.

MOTION

Chairman Woodard motioned to authorize the County to seek a \$300,000 GOSPL Grant (Green Space – Open Space Preservation of Land) from the Tourism Board with no County match as the County’s portion of the approximate \$900,000 purchase of the “Pearce Tract” contingent on title vesting with the County.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 8 – SOUTHERN SHORES CIVIC ASSOCIATION – REQUEST FOR WATER SAMPLING AND REMEDIATION (Att. #1)

Carol Riffin on behalf of the Southern Shores Civic Association (SSCA) asked the Board of Commissioners to support a request that the North Carolina General Assembly provide funds for water sampling, analysis, and remediation in the area of Soundview Park on the Currituck Sound, which is an SSCA property that has experienced ongoing problems with enterococci bacteria levels. She asked the Board to approve a resolution seeking State funding for what needs to be done to properly sample and remediate the problem with the public trust waters. During discussion of the item, it was the consensus of the Board to add language to the resolution calling for the State of North Carolina to allocate State personnel to perform soundside testing, and if staff resources cannot be reallocated for this purpose to contract with a third party to provide the much needed water testing.

MOTION

Commissioner House motioned to adopt the resolution in support of the request for assistance from the State of North Carolina with language added to the resolution as outlined during the Board's discussion.

Vice Chairman Overman and Commissioner Shea seconded the motion.

VOTE: AYES unanimous

RECESS: 10:42 a.m. – 10:54 a.m.

ITEM 9 – KINGS POINT OYSTERS LLC CONDITIONAL USE PERMIT

This agenda item was handled as a quasi-judicial proceeding. Planning Director Donna Creef and the applicant Katherine Stowe were all duly sworn by the Clerk to the Board before offering any testimony. Also sworn was Pat Weston who posed a public question.

Planning Director Donna Creef outlined a Conditional Use Permit (CUP) submitted by Spurgeon and Katherine Stowe d/b/a Kings Point Oysters to operate a fish house for processing oysters at 57193 Olen's Lane in Hatteras. Ms. Stowe provided testimony about the oyster cultivation and harvesting process for the 5 acres she leases in the Pamlico Sound. She described how oysters are transported and said there are no plans to utilize 18-wheel trucks or do retail sales at the site. The Board discussed adding an additional condition that there will be no commercial shucking of oysters on site other than for personal consumption by the applicants. Ms. Weston asked whether the conditions of the CUP stay with the property even if it were to be transferred and was provided an answer by the Chairman. In response to a question from Vice Chairman Overman, the applicant said she understood that any conditions that may be approved by the Board are binding regulations and not merely suggestions. The Manager asked the applicant if she agrees to the findings of fact listed in the CUP, the supporting documents on file, the facts presented by the Planning Director, and whether she agrees to all the terms and conditions that will be in the Conditional Use Permit. Ms. Stowe indicated her agreement.

MOTION

Commissioner Shea motioned to approve the Conditional Use Permit and site plan with an additional condition added that there will be no commercial shucking of oysters on site with the finding that sufficient information documenting compliance with the R2-AH zoning requirements has been submitted by the applicants and reasonable and appropriate conditions have been identified and applied to the proposed facility.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 10 – DEBRIS MANAGEMENT CONTRACT

Results of the Request for Proposal (RFP) that was advertised for Debris Management were presented to the Board. Finance Director David Clawson reviewed how the proposals were scored based on FEMA criteria and asked the Board to authorize the County Manager to move forward with contract negotiations with D&J Enterprises as the primary vendor and Crowder Gulf as the secondary, back-up vendor.

MOTION

Vice Chairman Overman motioned to approve the proposals submitted by D&J Enterprises and Crowder Gulf as outlined and authorize the County Manager to move forward with contract negotiations with both companies.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 11 – BUDGET AMENDMENT FOR SALE OF SERIES 2017 WATER REVENUE REFUNDING BONDS

Finance Director David Clawson reported that the County's financing team is moving forward with the previously authorized refunding (refinancing) of the County's water revenue bonds, which was delayed from last year due to deteriorating savings levels and growing negative arbitrage. He outlined improvements that have occurred in the benchmarks that are used to evaluate refunding and asked the Board to adopt a Budget Amendment in order to proceed with the sale.

MOTION

Vice Chairman Overman motioned to adopt the Budget Amendment as presented.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 12 – PRESENTATION OF MANAGER’S FISCAL YEAR 2018 BUDGET & PLANNED BUDGET FOR FY 2019

The County Manager gave a presentation on the proposed budget for fiscal year 2018 and planned budget for fiscal year 2019. He thanked the Board for participating in four budget workshops and providing unanimous budget guidance. Mr. Outten outlined a total budget of \$158,147,931 with a General Fund of \$110,698,050 which represents a 6.28% increase. He said although the County has been frugal in controlling costs and maximizing the utilization of vehicles and facilities, seven key items represent 79% of the General Fund increase. He provided details about needed expenditures for the EMS Department to meet the increased demand for emergency medical services, funding for the Board of Education, resources for inlet maintenance, 911 Communications and Emergency Management, mandatory retirement supplements, and funding of the salary study and merit pay plan. He pointed out that without these seven items, the budget is basically flat. In order to maintain the current level of County services, provide for the Board priorities, and fund all mandated services, the budget proposes an increase in the property tax rate to \$0.47 from \$0.43 per \$100 of valuation. The Manager reviewed Dare County’s effective property tax rate, and explained how it compares favorably to the rest of the State. Revenues were outlined and a report was given on the County’s Fund Balance, which meets the target range of 19%-21%. Details were given about funding for the Board of Education and deferred maintenance items. Mr. Outten also reviewed other Dare County funds. Following the Manager’s presentation there were no questions from the Board and Chairman Woodard thanked staff for their hard work preparing the proposed budget.

MOTION

Commissioner Shea and Commissioner House motioned to set a Public Hearing on the budget for 5:30 p.m., June 19, 2017.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 13 – CONSENT AGENDA

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

MOTION

Commissioner Shea motioned to approve the Consent Agenda:

- 1) Approval of Minutes (05.15.17 Regularly Scheduled Meeting & Budget Workshop) **(Att. #2)**
- 2) DCDHHS, Public Health Division – Budget Amendment for Hospice Medical Supplies
- 3) Convenience Center Commingled Recycling Collection Grant
- 4) Dare County JCPC Certification & Funding Plan – 2017/2018
- 5) Avon Property Owners Association – Fourth of July Fireworks
- 6) Town of Manteo – Fourth of July Fireworks
- 7) Older Adult Services Budget Amendment
- 8) Homeland Security Exercise Grant
- 9) Tax Collector’s Report

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 14 – BOARD APPOINTMENTS

- 1) College of the Albemarle – Board of Trustees
Vice Chairman Overman motioned to appoint David Reide Corbett.
VOTE: AYES unanimous
- 2) Dare County Transportation Advisory Board
Vice Chairman Overman motioned to reappoint Amy Montgomery (Hospital Rep).
VOTE: AYES unanimous
- 3) Dare County Waterways Commission
Vice Chairman Overman motioned to reappoint David May, Dan Oden, Fletcher Willey.
Commissioner House motioned to appoint Chuck Earley to the vacant At-Large position
VOTE: AYES unanimous
- 4) Hatteras Community Center
Vice Chairman Overman motioned to reappoint George Banks, Dennis Robinson, and Ricki Shepherd.
VOTE: AYES unanimous
- 5) Juvenile Crime Prevention Council
Vice Chairman Overman motioned to –
Reappoint – Robert Trivette, Teresa Twyne, Vance Haskett, Gail Hutchison, Jennifer Karpowicz, LaQreshia Bates-Harley, Keith Letchworth, Bonnie Bennett, Pat Hudspeth, Richard Martin, Laura Twichell, Jay Burrus, Katherine Irby, Ryan Henderson, Nancy Griffin
Appoint – Lionel Ray Robinson to the At-Large seat previously held by Malinda Lathan.
VOTE: AYES unanimous
- 6) Land Transfer Tax Appeals Board
Vice Chairman Overman motioned to –
Reappoint Jacqueline Ricks-Sample as the Town of Kill Devil Hills representative.
Reappoint June Neri as the Town of Manteo representative.
Appoint Lynne McClean as the Town of Kitty Hawk representative.
VOTE: AYES unanimous
- 7) Library Board - Dare
Commissioner House motioned to reappoint Ellen Bryson, Mike Hogan, Janice Willis.
VOTE: AYES unanimous
- 8) Manns Harbor Community Center
Vice Chairman Overman motioned to reappoint Rodney Balance, Bett Beasley, and Vickie Craddock
VOTE: AYES unanimous
- 9) Roanoke Island Community Center Board
Vice Chairman Overman motioned to –
Reappoint – Jonique Lee, Betty Selby, and Allen Moran.
Appoint – Willer Spencer to the seat previously held by David Twiddy.
VOTE: AYES unanimous

10) Upcoming Board Appointments

The upcoming Board appointments for July, August, and September were announced.

ITEM 15 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS

Following is a brief outline of items raised during this segment. Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety on a video archived on the Dare County website www.darenc.com.

Commissioner Shea – congratulated the service pin recipients and the Employee of the Month. He also welcomed summer visitors to Dare County and expressed hope that this season will be a successful one for everybody.

Vice Chairman Overman – expressed gratitude to the EMS providers who were recently named in letters that the County received from patients who had benefitted from their care. He gave an update on dredging of the Connecting Channel at Hatteras Inlet and showed the latest survey results. The Vice Chairman congratulated the service pin recipients and the Employee of the Month.

Commissioner House – spoke of the need for donations to the Scenic Byways initiative. He noted that one of the recent letters complimenting Dare County EMS personnel was from someone who is a national EMS consultant. Commissioner House reported on a conference he attended where he was able to pass along the concerns of our commercial fishing industry.

Commissioner Ross – commended the Nags Head Links Ladies on their “Driving Fore the Cure” charity fundraiser. He described a recent conference he attended at the Dare County Center on the topic of elder abuse, neglect, and fraud. Commissioner Ross noted that the feedback he has received about the dog tethering ordinance has been unanimously favorable.

Commissioner Tobin – reported on a trip he made to Raleigh on behalf of the fishing industry to discuss House Bill 867. He said many of the legislators from non-coastal areas were not aware of the harmful impact that H.B. 867 would have. Commissioner Tobin extended condolences to Vanessa Foreman on death of her husband Allan “Big Al” Foreman. He added that Vanessa and Big Al have been strong supporters of the Friends of Youth program and noted that the group will soon be going on a fishing excursion on the Crystal Dawn.

Chairman Woodard – presented for approval the following Commissioner appointments to various Boards and Committees –

Danny Couch	Fessenden Center & Special Motor Vehicle Valuation Board
Steve House	Juvenile Crime Prevention Council, Dare County Youth Council Advisory Board
Rob Ross	Dare Center Advisory Board, Library Board – Dare, Industrial Bonding Authority
Jim Tobin	Cooperative Extension Advisory Council, Older Adult Services Advisory Council Nursing Home Community Advisory Board

MOTION

Chairman Woodard motioned to approve the list of appointments as presented.

Vice Chairman Overman and Commissioner Shea seconded the motion.

VOTE: AYES unanimous

MANAGER’S/ATTORNEY’S BUSINESS

- 1. The County Manager provided an update on the lawsuit regarding the Southern Flounder Management Plan in which the County participated. He reported that a satisfactory settlement has been reached and asked the Board to approve the settlement agreement.

MOTION

Commissioner House motioned to approve the settlement agreement.
 Vice Chairman Overman and Commissioner Tobin seconded the motion.
 VOTE: AYES unanimous

- 2. Mr. Outten presented an item related to the application and resolution that was previously approved by the Board asking NCDOT to name the new Pea Island Bridge in honor of Captain Richard Etheridge. He said NCDOT requires a \$2,000 administrative fee pending approval of the application and asked the Board to authorize the expense.

MOTION

Vice Chairman Overman motioned to approve the expenditure.
 Commissioner House seconded the motion.
 VOTE: AYES unanimous

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

MOTION

Commissioner Shea motioned to adjourn the meeting.
 Commissioner House seconded the motion.
 VOTE: AYES unanimous

At 1:04 p.m., the Board of Commissioners adjourned until 5:00 p.m., June 19, 2017.

Respectfully submitted,

[SEAL]

By: _____
 Gary Lee Gross, Clerk to the Board

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



Debris Management Contract

Description

On June 5th, 2017 the Dare County Board of Commissioners selected D&J Enterprises as the primary debris contractor and Crowder Gulf as the secondary vendor. The Board authorized the County Manager to negotiate an agreement with each firm.

Attached for Board approval is the contract.

Board Action Requested

Approve Debris Management Contract to be executed by D&J Enterprises and Crowder Gulf and authorize the County Manager to sign on behalf of Dare County.

Item Presenter

Bobby Outten - County Manager

Pre-Event Contract for Disaster Debris Recovery Services

THIS CONTRACT is made this the _____ day of, 2017, by and between **Contractor Name**. (herein referred to as "**Contractor**") and the **County of Dare** a political subdivision of the **State of North Carolina** (herein referred to as "**County**").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The **County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract and advertised RFP. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to

improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **County** as set out in Section 5.1 of this Contract.

1.2 Municipality Participation

The request for proposal issued by the **County** stipulated that all municipalities within the County have the option of participating in an Interlocal Debris Removal Agreement and should be considered as part of the proposal. Should a Town choose to participate pursuant to an Interlocal Debris Removal Contract between the **County** and the Contractor, the Contractor shall:

1. Provide disaster debris management services to the Town under the same terms and conditions of the CONTRACT and with prices per the Contractor's "Price Proposal Form"
2. Coordinate cleanup activity within the Town's jurisdiction directly with the contract personnel as identified by the Town
3. Assist the Town in preparation of any required FEMA and state reports for any potential reimbursement.
4. Submit Applications for Payment for services rendered and accepted within the Town's jurisdiction directly to the Town
5. Provide progress reports directly to the Town on a weekly basis or more frequently as requested by the Town.

1.3 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.4 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.5 Right-of-Entry (ROE) Removal (if implemented by the County):

The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.6 Demolition of Structures (if implemented by the County):

The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

1.7 Private Property Waivers:

The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.8 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to elected and appointed officials within the **County**. This service shall include Debris Program Management Assistance. This is the concept of complete recovery management support where the Contractor would assist a local government applicant on all aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the **County** officials and therefore, these services shall be provided by the Contractor through a consulting firm acceptable to the **County** and in the form of guidance and consultation. If we have to hire a consulting firm, then we will pass through the charges to the **County**.

1.9 Monitoring Of Contract For Debris Removal

The County shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not

limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each evening of the number of work crews and disposal sites that will need assigned monitors, 8 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. County may increase or decrease the number of monitors provided to the Contractor to meet the needs of the debris removal effort. The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site specifically for this project, as described or approved equivalent. The tower shall be of sound construction and of scaffolding, constructed according to USACE specifications and shall comply with standard OSHA requirements and local codes. The tower is for the purpose of a monitor to view and grade loads. FEMA and/or the County may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **County** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **County**.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The Contractor shall supply the names

and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the **County** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **County's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **County**, as additional insured, while working within the boundaries of the **County**.

2.3.4 Worker's Compensation:

Coverage per **County** requirements. See Attachment A

2.3.5 Automobile Liability:

Coverage per **County** requirements. See Attachment A

2.3.6 Comprehensive General Liability:

Coverage per **County** requirements. See Attachment A

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the **County** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **County** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **County's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Performance Bonds:

Prior to beginning work, Contractor agrees to provide the **County** with performance bond payable to, in favor of, or for the protection of the County for the work to be performed under this Contract in an amount not less than 100% of the estimated contract amount, unconditioned for the full and faithful performance of this Contract. All insurance or bonds required under the terms of this Contract and General Conditions shall be issued by company licensed to do business in the State of North Carolina.

3.4 Payment Bonds

Prior to beginning work, Contractor agrees to provide the **County** with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in an amount not less than the estimated contract amount.

3.5 Time to Complete:

Contractor agrees to work diligently to complete this Contract at the earliest possible date; however, in no event shall the time period for Completion of this contract exceed 90 days from Notice to Proceed for complete performance in every respect under this Contract, unless extended by FEMA declaration or unless the County initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein. Both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time

3.6 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.6.1 Extensions:

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the

Contractor for reasons of additional time, additional services and/or additional areas of work.

3.7 Term of Contract:

The term of the Contract shall be for one (1) year beginning on the date of acceptance by and signatures of the **County** and Contractor, whichever comes later.

3.8 Contract Renewal:

This Contract may be renewed for up to four (4) additional one (1) year periods after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **County** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.9 Contract Termination:

The **County** shall have the right to terminate this contract without cause and at its convenience, with immediate notice to the Contractor, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **County** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **County** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof. Municipalities within Dare County may also contract with Contractor at the stated unit pricing shown in 7.1, attached unit pricing from RFP.

4.2 County Obligations:

The **County** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **County** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. The **County**, at its discretion may bring in additional debris contractors to aid in debris removal.

4.6 Ownership of Debris:

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**. In reference to the RFP, the Contractor is responsible for understanding the location of all TDMS Sites as well as the final location of the Bertie Landfill shown in the RFP. The RFP is hence force, considered part of this contract agreement and the contractor is bound to all the requirements set forth in the RFP.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled "*Required Contract Provisions – – Federal-Aid Construction Contracts*" and **FEMA FACT SHEET 9580.214**, "*Debris Removal on Federal-Aid Highways*", shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 Compliance with Federal Laws:

This Contract is subject to Federal and State Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

5.2 Multiple, Scheduled Passes:

The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **County** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of

such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **County**.

5.9.1 Generated Hazardous Waste Abatement

The Contractor will be responsible for the abatement of hazardous waste identified by the **County** in accordance with all applicable federal, state and local laws, standards and regulations.

5.10 Stumps:

All hazardous/eligible stumps identified by the **County** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the **County**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **County** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term “Government” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **County** shall accept the serialized copy of the Contractor’s debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed

at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **County**.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the **County**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 See enclosed RFP Fee Schedule

7.2 Billing Cycle:

The Contractor shall invoice the **County** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:

The **County** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **County** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **County** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:

The Contractor and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads.

7.5 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:

The Contractor may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **County**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: Name

Contractor Address

Contractor Phone #

Authorized Point of Contact

County: Dare County

Bobby Outten, County Manager/Attorney

**954 Marshall C. Collins Drive
P.O. Box 1000
Manteo, NC 27954**

8.2 Applicable Law:

The laws of the **State of North Carolina** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Dare County, North Carolina, and the Contract shall be interpreted by the laws of North Carolina.

8.3 Entire Contract/Amendments:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the

matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **County** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

Contractor ()

Dare County, NC

By: _____

By: _____

Name:

Name:

Title _____

Title _____

ATTEST: _____

ATTEST: _____

Name: _____

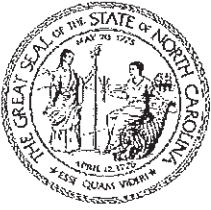
Name: _____

E-VERIFY

Contractor shall comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. **Executed Affidavit of E-Verify Compliance for Employers With Less Than 25 Employees in North Carolina or Affidavit of E-Verify Compliance for Employers With 25 or More Employees in North Carolina, whichever is applicable, must be submitted with the bid** (attached). Parties acknowledge and agree that the matters contained in such affidavit and compliance with provisions of Article 2 of Chapter 64 of the North Carolina General Statutes are a material part of any contract arising from this request for bids. Contractor shall indemnify and hold harmless County from any loss or liability for failure to comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes.

Signature_____

Date_____



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER
STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

JANET COWELL
TREASURER

GREGORY C. GASKINS
DEPUTY TREASURER

Memorandum # 2016-10

TO: All Local Governments, Public Authorities and Their Independent Auditors
FROM: Sharon Edmundson, Director, Fiscal Management Section
SUBJECT: Iran Divestment Act Notice for Local Governments in North Carolina
DATE: February 17, 2016

The North Carolina Department of State Treasurer is providing this letter to Local Government Units to explain new contracting and procurement compliance obligations created by the Iran Divestment Act of 2015 (N.C.G.S. 143C-6A-1 to 6A-9).^{*} Local Government Units should be aware that effective February 26, 2016, this law imposes new obligations on each new bid process, each new contract, and each renewal or assignment of an existing contract. The specific requirements are as follows:

1. **Local Government Units must obtain a one-page mandatory certification under the Act.** (*See sample "Contract Certification" form below for details.*)
2. **Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List.** This list will be posted on the Department of State Treasurer's website on February 26, 2016 and will be updated every 180 days. (*See "Contract Restrictions" below for details.*)

Background

The Iran Divestment Act's requirements applicable to Local Government Units^{**} will become effective on February 26, 2016, at the time the State Treasurer publishes the first list of prohibited companies and individuals (a "Final Divestment List") under the Act.

^{*} The Iran Divestment Act of 2015 can be found online at:

<http://www.ncleg.net/Sessions/2015/Bills/Senate/PDF/S455v5.pdf>

^{**} The Act's requirements use the term "State agency." G.S. 143C-6A-3(7) provides that in the act, the term "State agency" includes not only State departments, boards, and commissions, but also "any political subdivision of the State" such as a Local Government Unit.

Final Divestment List

The Department of State Treasurer develops the Final Divestment List using data from a research vendor, U.S. federal sanctions lists, and other credible information available to the public. It consists of any individual or company, including parent entities and majority owned subsidiaries, that:

- Provided goods or services of \$20,000,000 or more within any 12-month period in the energy sector of Iran during the preceding five years;
- Extended \$20,000,000 or more in credit, under certain circumstances, to another individual or company that will use the credit to provide goods or services in the energy sector in Iran. (G.S. 143C-6A-3(4).)

The Department of State Treasurer will update the Final Divestment List at least every 180 days. The list will be published on the State Treasurer's website at www.nctreasurer.com/Iran and periodically circulated to Local Government Units.

Requirement 1: Contract Certification

For new procurements and new, renewed, or assigned contracts on or after February 26, 2016, each Local Government Unit must obtain a simple certification from each bidder or vendor. The bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at www.nctreasurer.com/Iran as of the date of signature. The certification is due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 143C-6A-5(a).)

We have attached on the next page a short form that can be used for this certification, but Local Government Units are free to instead use their own form or put the required certification in the text of a contract or purchase order. Each Local Government Unit shall maintain its own records demonstrating these certifications.

Requirement 2: Restriction on Contracting

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract's terms. (G.S. 143C-6A-6(c).)

Contracts valued at less than \$1,000.00 are exempt from this restriction. (G.S. 143C-6A-7(a).) In addition, a Local Government Unit may contract with a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that, absent such an exemption, it would be unable to obtain those commodities or services. (G.S. 143C-6A-7(c).) Local Government Units shall enter such exemptions into the procurement record.

Memorandum #2016-10
Iran Divestment Act
February 17, 2016
Page 3

The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer's Final Divestment List. (N.C.G.S. 143C-6A-5(b).) It is each vendor's responsibility to monitor its compliance with this restriction.

Next Steps

The Department of State Treasurer anticipates distributing the first Final Divestment List on February 26, 2016. Once the List has been distributed, all Local Government Units should meet the contract certification requirements.

If you have questions about the Department of State Treasurer's Iran Divestment Policy, please contact Sharon Edmundson at Sharon.Edmundson@nctreasurer.com or 919-814-4289.

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature _____ Date _____

Printed Name _____ Title _____

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

ATTACHMENT A

Type of Coverage

	Minimum Limits
A. Workmen’s Compensation (Including coverage under United States Longshoremen’s and Harbor Workers Act. Where applicable)	Statutory
B. Employer’s Liability	\$100,000
C. Comprehensive General (Public) Liability, Including the following:	
1. XCO coverage covering explosion, collapse, underground damage or blasting hazards where applicable, including underground pipe and cable coverage.	
2. Products – Completed Operations Coverage until two (2) years after substantial completion to be provided by endorsement of issuance of separate policy of insurance in named Owner.	
3. Contract Liability insuring the hold harmless and indemnification of the contract.	
Bodily Injury	\$1,000,000 Combined Single Limit
Property Damage	\$1,000,000 Combined Single Limit
D. Contractors Protective liability (If subcontractors are employed)	\$1,000,000 Combined Single Limit
Bodily Injury	\$1,000,000 Combined Single Limit
E. Automobile Liability Bodily Injury	\$1,000,000 Combined Single Limit
Property Damage	\$250,000 Each Occurrence



DHHS - Social Services Division Budget Amendment - Day Care

Description

This is to budget the actual allocations for both non Smart Start and Smart Start child care subsidy. The budgeted amount was based on the February 15, 2016, state budget estimates. Several reductions in Dare County's allocation have occurred since that time.

Board Action Requested

Approve budget amendment

Item Presenter

n/a

DARE COUNTY

BUDGET AMENDMENT

F/Y 2016/2017

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: DHHS - SSD</u>					
<u>Revenues:</u>					
St & Fed Aid - Day Care	103026	423042			275,302
 <u>Expenditures:</u>					
Day Care	104611	583800			285,823
Smart Start Day Care	104611	583803		10,521	

Explanation:

This is to budget the actual allocations for both non Smart Start and Smart Start day care subsidy. The budgeted amount was based on the February 15, 2016, state budget estimates. Several reductions in Dare County's allocation have occurred since that time.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____

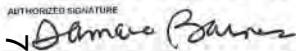
BY 18-17 Substantiated Child Care Allocations
April 28, 2017

County	Revised Non-SS Direct Services		Revised Non-SS Serv Support Allocation		Revised SS Direct Services		Revised SS Serv Support Allocation		Revised Combined Allocations 2/28/2017			Non-SS Direct Services Not For Fund Detection			Non-SS Serv Support Allocation Adjustment			Utilization of 2% Offsets for Non-Resort Start Direct Services			Title II-E Funds Allocated for Non-Resort Start Direct Services			Mandatory Reversions			Reconciliation of Mandatory Reversion			Total Non-SS Adjustment			Revised Non-Resort Start Totals 4/18/2017			Revised Non-Resort Start Totals 4/18/2017			Smart Start Adjustment 4/18/2017			Revised Smart Start 4/18/2017			Revised Combined Allocations 4/18/2017		
	SS Direct Services	SS Serv Support Allocation	SS Direct Services	SS Serv Support Allocation	SS Direct Services	SS Serv Support Allocation	SS Direct Services	SS Serv Support Allocation	Combined Direct Services 2/28/2017	Combined Serv Support 2/28/2017	Total Combined Allocation 2/28/2017	Non-SS Direct Services Adjustment	Non-SS Serv Support Allocation Adjustment	Utilization of 2% Offsets for Non-Resort Start Direct Services	Title II-E Funds Allocated for Non-Resort Start Direct Services	Mandatory Reversions	Reconciliation of Mandatory Reversion	Total Non-SS Adjustment	Revised Non-Resort Start SS Direct Services	Revised Non-Resort Start SS Serv Support Allocation	Revised Non-Resort Start SS Total	SS Direct Services Allocation Adjustment	SS Serv Support Allocation Adjustment	Total SS Adjustment	Revised SS Direct Services	Revised SS Serv Support Allocation	Revised SS Total	Combined Direct Services 2/28/2017	Combined Serv Support 2/28/2017	Total Combined Allocation 2/28/2017	Combined Direct Services 4/18/2017	Combined Serv Support 4/18/2017	Total Combined Allocation 4/18/2017														
Alamogordo	5,617,864	242,515	5,860,383	729,209	6,589,772	1,478,418	8,068,190	5,860,383	1,478,418	7,338,801	-	-	-	-	-	-	-	-	5,860,383	1,478,418	7,338,801	-	-	-	5,860,383	1,478,418	7,338,801	5,860,383	1,478,418	7,338,801	5,860,383	1,478,418	7,338,801	5,860,383	1,478,418	7,338,801											
Alexandria	918,807	80,000	998,807	18,000	1,016,807	18,000	1,034,807	918,807	18,000	936,807	-	-	-	-	-	-	-	-	918,807	18,000	936,807	-	-	-	918,807	18,000	936,807	918,807	18,000	936,807	918,807	18,000	936,807	918,807	18,000	936,807											
Alhambra	314,161	80,000	394,161	18,000	412,161	18,000	430,161	314,161	18,000	332,161	-	-	-	-	-	-	-	-	314,161	18,000	332,161	-	-	-	314,161	18,000	332,161	314,161	18,000	332,161	314,161	18,000	332,161	314,161	18,000	332,161											
Annex	942,752	80,000	1,022,752	18,000	1,102,752	18,000	1,120,752	942,752	18,000	960,752	-	-	-	-	-	-	-	-	942,752	18,000	960,752	-	-	-	942,752	18,000	960,752	942,752	18,000	960,752	942,752	18,000	960,752	942,752	18,000	960,752											
Ashe	381,704	80,000	461,704	18,000	479,704	18,000	497,704	381,704	18,000	399,704	-	-	-	-	-	-	-	-	381,704	18,000	399,704	-	-	-	381,704	18,000	399,704	381,704	18,000	399,704	381,704	18,000	399,704	381,704	18,000	399,704											
Avery	48,324	80,000	128,324	18,000	146,324	18,000	164,324	48,324	18,000	66,324	-	-	-	-	-	-	-	-	48,324	18,000	66,324	-	-	-	48,324	18,000	66,324	48,324	18,000	66,324	48,324	18,000	66,324	48,324	18,000	66,324											
Bailey	2,201,205	99,697	2,300,902	299,555	2,600,457	599,152	3,199,609	2,300,902	599,152	2,900,054	-	-	-	-	-	-	-	-	2,300,902	599,152	2,900,054	-	-	-	2,300,902	599,152	2,900,054	2,300,902	599,152	2,900,054	2,300,902	599,152	2,900,054	2,300,902	599,152	2,900,054											
Bates	626,758	80,000	706,758	18,000	724,758	18,000	742,758	626,758	18,000	644,758	-	-	-	-	-	-	-	-	626,758	18,000	644,758	-	-	-	626,758	18,000	644,758	626,758	18,000	644,758	626,758	18,000	644,758	626,758	18,000	644,758											
Bladen	538,543	80,000	618,543	18,000	636,543	18,000	654,543	538,543	18,000	556,543	-	-	-	-	-	-	-	-	538,543	18,000	556,543	-	-	-	538,543	18,000	556,543	538,543	18,000	556,543	538,543	18,000	556,543	538,543	18,000	556,543											
Burke	3,501,239	147,792	3,649,031	159,811	3,808,842	309,603	4,118,445	3,501,239	309,603	3,810,842	-	-	-	-	-	-	-	-	3,501,239	309,603	3,810,842	-	-	-	3,501,239	309,603	3,810,842	3,501,239	309,603	3,810,842	3,501,239	309,603	3,810,842	3,501,239	309,603	3,810,842											
Buncombe	1,842,430	239,345	2,081,775	1,064,717	3,146,492	1,064,717	4,211,209	1,842,430	1,064,717	2,907,147	-	-	-	-	-	-	-	-	1,842,430	1,064,717	2,907,147	-	-	-	1,842,430	1,064,717	2,907,147	1,842,430	1,064,717	2,907,147	1,842,430	1,064,717	2,907,147	1,842,430	1,064,717	2,907,147											
Camden	4,057,221	222,775	4,280,000	2,489,258	6,769,258	2,489,258	9,258,516	4,057,221	2,489,258	6,546,479	-	-	-	-	-	-	-	-	4,057,221	2,489,258	6,546,479	-	-	-	4,057,221	2,489,258	6,546,479	4,057,221	2,489,258	6,546,479	4,057,221	2,489,258	6,546,479	4,057,221	2,489,258	6,546,479											
Calhoun	2,780,760	97,229	2,877,989	685,345	3,563,334	685,345	4,248,679	2,780,760	685,345	3,466,105	-	-	-	-	-	-	-	-	2,780,760	685,345	3,466,105	-	-	-	2,780,760	685,345	3,466,105	2,780,760	685,345	3,466,105	2,780,760	685,345	3,466,105	2,780,760	685,345	3,466,105											
Carteret	1,703,762	80,000	1,783,762	41,000	1,824,762	41,000	1,865,762	1,703,762	41,000	1,744,762	-	-	-	-	-	-	-	-	1,703,762	41,000	1,744,762	-	-	-	1,703,762	41,000	1,744,762	1,703,762	41,000	1,744,762	1,703,762	41,000	1,744,762	1,703,762	41,000	1,744,762											
Catawba	444,886	80,000	524,886	18,000	542,886	18,000	560,886	444,886	18,000	462,886	-	-	-	-	-	-	-	-	444,886	18,000	462,886	-	-	-	444,886	18,000	462,886	444,886	18,000	462,886	444,886	18,000	462,886	444,886	18,000	462,886											
Catawba	3,547,028	201,876	3,748,904	996,363	4,745,267	996,363	5,741,630	3,547,028	996,363	4,543,391	-	-	-	-	-	-	-	-	3,547,028	996,363	4,543,391	-	-	-	3,547,028	996,363	4,543,391	3,547,028	996,363	4,543,391	3,547,028	996,363	4,543,391	3,547,028	996,363	4,543,391											
Chatham	1,487,176	80,000	1,567,176	232,266	1,800,442	232,266	2,032,708	1,487,176	232,266	1,719,442	-	-	-	-	-	-	-	-	1,487,176	232,266	1,719,442	-	-	-	1,487,176	232,266	1,719,442	1,487,176	232,266	1,719,442	1,487,176	232,266	1,719,442	1,487,176	232,266	1,719,442											
Cherokee	1,174,011	80,000	1,254,011	160,500	1,414,511	160,500	1,575,011	1,174,011	160,500	1,334,511	-	-	-	-	-	-	-	-	1,174,011	160,500	1,334,511	-	-	-	1,174,011	160,500	1,334,511	1,174,011	160,500	1,334,511	1,174,011	160,500	1,334,511	1,174,011	160,500	1,334,511											
Clay	433,863	80,000	513,863	23,000	536,863	23,000	559,863	433,863	23,000	456,863	-	-	-	-	-	-	-	-	433,863	23,000	456,863	-	-	-	433,863	23,000	456,863	433,863	23,000	456,863	433,863	23,000	456,863	433,863	23,000	456,863											
Cleveland	2,077,744	30,222	2,107,966	681,114	2,789,080	681,114	3,470,194	2,077,744	681,114	2,758,858	-	-	-	-	-	-	-	-	2,077,744	681,114	2,758,858	-	-	-	2,077,744	681,114	2,758,858	2,077,744	681,114	2,758,858	2,077,744	681,114	2,758,858	2,077,744	681,114	2,758,858											
Columbia	1,101,412	80,000	1,181,412	316,968	1,498,380	316,968	1,815,348	1,101,412	316,968	1,418,380	-	-	-	-	-	-	-	-	1,101,412	316,968	1,418,380	-	-	-	1,101,412	316,968	1,418,380	1,101,412	316,968	1,418,380	1,101,412	316,968	1,418,380	1,101,412	316,968	1,418,380											
Crawen	4,114,832	198,059	4,312,891	516,362	4,829,253	516,362	5,345,615	4,114,832	516,362	4,631,194	-	-	-	-	-	-	-	-	4,114,832	516,362	4,631,194	-	-	-	4,114,832	516,362	4,631,194	4,114,832	516,362	4,631,194	4,114,832	516,362	4,631,194	4,114,832	516,362	4,631,194											
Cumberland	14,871,948	19,294,228	34,166,176	2,320,306	36,486,482	2,320,306	38,806,788	14,871,948	2,320,306	17,192,254	-	-	-	-	-	-	-	-	14,871,948	2,320,306	17,192,254	-	-	-	14,871,948	2,320,306	17,192,254	14,871,948	2,320,306	17,192,254	14,871,948	2,320,306	17,192,254	14,871,948	2,320,306	17,192,254											
Dalhart	791,714	80,000	871,714	101,502	973,216	101,502	1,074,718	791,714	101,502	893,216	-	-	-	-	-	-	-	-	791,714	101,502	893,216	-	-	-	791,714	101,502	893,216	791,714	101,502	893,216	791,714	101,502	893,216	791,714	101,502	893,216											
Dare	530,240	80,000	610,240	28,236	638,476	28,236	666,712	530,240	28,236	558,476	-	-	-	-	-	-	-	-	530,240	28,236	558,476	-	-	-	530,240	28,236	558,476	530,240	28,236	558,476	530,240	28,236	558,476	530,240	28,236	558,476											
Davidson	1,573,132	238,461	1,811,593	5,885,643	7,697,236	5,885,643	13,582,879	1,573,132	5,885,643	7,458,775	-	-	-	-	-	-	-	-	1,573,132	5,885,643	7,458,775	-	-	-	1,573,132	5,885,643	7,458,775	1,573,132	5,885,643	7,458,775	1,573,132	5,885,643	7,458,775	1,573,132	5,885,643	7,458,775											
Deerfield	97,699	80,000	177,699	183,300	361,000	183,300	544,300	97,699	183,300	280,999	-	-	-	-	-	-	-	-	97,699	183,300	280,999	-	-	-	97,699	183,300	280,999	97,699	183,300	280,999	97,699	183,300	280,999	97,699	183,300	280,999											
Durham	7,467,132	102,29																																													

SFY 16-17 Susacitized Child Care Allocation
April 28, 2017

County	Revised Non-Smart Start Totals 2/28/2017			Revised Smart Start 2/28/2017			Revised Combined Allocations 2/28/2017			Non-Smart Start Adjustment 4/18/2017				Smart Start Adjustment 4/18/2017			Revised Smart Start 4/18/2017			Revised Combined Allocations 4/18/2017								
	Revised Non-SS Direct Services	Revised Non-SS Serv Support Allocation	Revised Non-SS Total	Revised SS Direct Services	Revised SS Serv Support Allocation	Revised SS Total	Combined Direct Services 2/28/2017	Combined Services Support 2/28/2017	Total Combined Allocation 2/28/2017	Non-SS Direct Serv Allocation Adjustment	Non-SS Serv Support Allocation Adjustment	Utilization of 2% Direct Services for Fraud Detection	Title IV-E Funds Allocated for Non-Smart Start Direct Services	Mandatory Reversion	Reallocation of Mandatory Reversion	Total Non-SS Adjustment	Revised Non-SS Direct Services	Revised Non-SS Serv Support Allocation	Revised Non-SS Total	SS Direct Services Allocation Adjustment	SS Services Support Allocation Adjustment	Total SS Adjustment	Revised SS Direct Service	Revised SS Serv Support Allocation	Revised SS Total	Combined Direct Services 4/18/2017	Combined Services Support 4/18/2017	Total Combined Allocation 4/18/2017
Fab	\$ 465,614	\$ 70,000	\$ 535,614	\$ 69,896	\$ -	\$ 69,896	\$ 532,476	\$ 80,000	\$ 652,476	\$ -	\$ -	\$ -	\$ -	\$ (23,694)	\$ -	\$ (23,694)	\$ 408,782	\$ 80,000	\$ 548,782	\$ -	\$ -	\$ -	\$ 408,782	\$ 80,000	\$ 528,782	\$ 528,782	\$ -	\$ 528,782
Fab	\$ 4,423,024	\$ 181,897	\$ 4,604,921	\$ 762,810	\$ 100,000	\$ 862,810	\$ 5,188,614	\$ 284,897	\$ 5,473,511	\$ -	\$ -	\$ -	\$ -	\$ (14,482)	\$ -	\$ (14,482)	\$ 4,348,524	\$ 381,897	\$ 4,730,421	\$ -	\$ -	\$ -	\$ 4,348,524	\$ 381,897	\$ 4,730,421	\$ 4,730,421	\$ -	\$ 4,730,421
Fab	\$ 1,879,812	\$ 80,000	\$ 1,959,812	\$ 162,952	\$ 7,000	\$ 170,952	\$ 2,049,764	\$ 305,471	\$ 2,355,235	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,111	\$ 33,111	\$ 366,222	\$ -	\$ -	\$ -	\$ 366,222	\$ 33,111	\$ 400,333	\$ 400,333	\$ -	\$ 400,333
Fab	\$ 6,296,722	\$ 268,400	\$ 6,565,122	\$ 1,411,952	\$ 92,962	\$ 1,504,914	\$ 7,441,678	\$ 305,471	\$ 7,747,149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,963	\$ 124,863	\$ 139,826	\$ -	\$ -	\$ -	\$ 139,826	\$ 124,863	\$ 264,689	\$ 264,689	\$ -	\$ 264,689
Fab	\$ 3,174,973	\$ 108,351	\$ 3,283,324	\$ 479,889	\$ 19,184	\$ 499,073	\$ 3,849,062	\$ 122,717	\$ 3,971,779	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 55,000	\$ 90,000	\$ -	\$ -	\$ -	\$ 90,000	\$ 55,000	\$ 145,000	\$ 145,000	\$ -	\$ 145,000
Fab	\$ 4,306,261	\$ 164,961	\$ 4,471,222	\$ 60,402	\$ -	\$ 60,402	\$ 4,389,381	\$ 164,961	\$ 4,554,342	\$ -	\$ -	\$ -	\$ -	\$ (71,955)	\$ -	\$ (71,955)	\$ 4,295,173	\$ 85,952	\$ 4,381,125	\$ -	\$ -	\$ -	\$ 4,381,125	\$ 85,952	\$ 4,467,077	\$ 4,467,077	\$ -	\$ 4,467,077
Fab	\$ 3,356,742	\$ 95,381	\$ 3,452,123	\$ 410,844	\$ 49,832	\$ 460,676	\$ 3,919,024	\$ 144,159	\$ 4,063,183	\$ -	\$ -	\$ -	\$ -	\$ (12,145)	\$ -	\$ (12,145)	\$ 3,896,878	\$ 248,613	\$ 4,145,491	\$ -	\$ -	\$ -	\$ 4,145,491	\$ 248,613	\$ 4,394,104	\$ 4,394,104	\$ -	\$ 4,394,104
Fab	\$ 3,452,268	\$ 92,596	\$ 3,544,864	\$ -	\$ -	\$ -	\$ 3,544,864	\$ 92,596	\$ 3,637,460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,539,522	\$ 80,000	\$ 1,619,522	\$ -	\$ -	\$ -	\$ 1,619,522	\$ 80,000	\$ 1,700,522	\$ 1,700,522	\$ -	\$ 1,700,522
Fab	\$ 1,528,522	\$ 80,000	\$ 1,608,522	\$ 210,312	\$ 16,622	\$ 226,934	\$ 1,785,624	\$ 95,000	\$ 1,880,624	\$ -	\$ -	\$ -	\$ -	\$ (18,966)	\$ -	\$ (18,966)	\$ 1,666,658	\$ 142,268	\$ 1,808,926	\$ -	\$ -	\$ -	\$ 1,808,926	\$ 142,268	\$ 1,951,194	\$ 1,951,194	\$ -	\$ 1,951,194
Fab	\$ 1,556,223	\$ 80,000	\$ 1,636,223	\$ 422,482	\$ 15,272	\$ 437,754	\$ 2,074,790	\$ 89,273	\$ 2,164,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 224,336	\$ 224,336	\$ 461,672	\$ -	\$ -	\$ -	\$ 461,672	\$ 224,336	\$ 686,008	\$ 686,008	\$ -	\$ 686,008
Fab	\$ 1,671,501	\$ 80,000	\$ 1,751,501	\$ 293,771	\$ -	\$ 293,771	\$ 2,045,272	\$ 80,000	\$ 2,125,272	\$ -	\$ -	\$ -	\$ -	\$ (10,438)	\$ -	\$ (10,438)	\$ 1,995,834	\$ 193,437	\$ 2,189,271	\$ -	\$ -	\$ -	\$ 2,189,271	\$ 193,437	\$ 2,382,708	\$ 2,382,708	\$ -	\$ 2,382,708
Fab	\$ 1,874,773	\$ 81,124	\$ 1,955,897	\$ 414,888	\$ 30,650	\$ 445,538	\$ 2,381,618	\$ 111,177	\$ 2,492,795	\$ -	\$ -	\$ -	\$ -	\$ (8,107)	\$ -	\$ (8,107)	\$ 2,393,587	\$ 292,431	\$ 2,686,018	\$ -	\$ -	\$ -	\$ 2,686,018	\$ 292,431	\$ 2,978,449	\$ 2,978,449	\$ -	\$ 2,978,449
Fab	\$ 781,448	\$ 80,000	\$ 861,448	\$ 83,448	\$ -	\$ 83,448	\$ 798,000	\$ 80,000	\$ 878,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,899	\$ 3,899	\$ 7,798	\$ -	\$ -	\$ -	\$ 7,798	\$ 3,899	\$ 11,697	\$ 11,697	\$ -	\$ 11,697
Fab	\$ 888,000	\$ 80,000	\$ 968,000	\$ 110,000	\$ -	\$ 110,000	\$ 1,078,000	\$ 80,000	\$ 1,158,000	\$ -	\$ -	\$ -	\$ -	\$ (3,088)	\$ -	\$ (3,088)	\$ 1,074,912	\$ 83,088	\$ 1,158,000	\$ -	\$ -	\$ -	\$ 1,158,000	\$ 83,088	\$ 1,241,088	\$ 1,241,088	\$ -	\$ 1,241,088
Fab	\$ 106,048	\$ 80,000	\$ 186,048	\$ -	\$ -	\$ -	\$ 186,048	\$ 80,000	\$ 266,048	\$ -	\$ -	\$ -	\$ -	\$ (192,459)	\$ -	\$ (192,459)	\$ 4,652,244	\$ 150,546	\$ 4,802,790	\$ -	\$ -	\$ -	\$ 4,802,790	\$ 150,546	\$ 4,953,336	\$ 4,953,336	\$ -	\$ 4,953,336
Fab	\$ 1,844,041	\$ 80,000	\$ 1,924,041	\$ 31,381	\$ 442,379	\$ 473,760	\$ 2,394,969	\$ 124,914	\$ 2,519,883	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,894,041	\$ 91,626	\$ 1,985,667	\$ -	\$ -	\$ -	\$ 1,985,667	\$ 91,626	\$ 2,077,293	\$ 2,077,293	\$ -	\$ 2,077,293
Fab	\$ 30,145,585	\$ 1,285,218	\$ 31,430,803	\$ 4,788,015	\$ 188,267	\$ 4,976,282	\$ 36,361,880	\$ 1,478,478	\$ 37,840,358	\$ -	\$ -	\$ -	\$ -	\$ (150,079)	\$ -	\$ (150,079)	\$ 36,191,279	\$ 3,005,496	\$ 39,196,775	\$ -	\$ -	\$ -	\$ 39,196,775	\$ 3,005,496	\$ 42,202,271	\$ 42,202,271	\$ -	\$ 42,202,271
Fab	\$ 179,180	\$ 60,000	\$ 239,180	\$ 889,180	\$ 10,222	\$ 899,402	\$ 1,788,582	\$ 84,406	\$ 1,872,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,625	\$ 28,625	\$ 57,250	\$ -	\$ -	\$ -	\$ 57,250	\$ 28,625	\$ 85,875	\$ 85,875	\$ -	\$ 85,875
Fab	\$ 495,052	\$ 31,884	\$ 526,936	\$ 111,244	\$ -	\$ 111,244	\$ 415,692	\$ 20,866	\$ 436,558	\$ -	\$ -	\$ -	\$ -	\$ (52,660)	\$ -	\$ (52,660)	\$ 363,898	\$ 82,660	\$ 446,558	\$ -	\$ -	\$ -	\$ 446,558	\$ 82,660	\$ 529,218	\$ 529,218	\$ -	\$ 529,218
Fab	\$ 172,313	\$ 60,000	\$ 232,313	\$ 79,313	\$ 171,776	\$ 251,089	\$ 422,802	\$ 80,000	\$ 502,802	\$ -	\$ -	\$ -	\$ -	\$ (31,892)	\$ -	\$ (31,892)	\$ 470,910	\$ 131,892	\$ 602,802	\$ -	\$ -	\$ -	\$ 602,802	\$ 131,892	\$ 734,694	\$ 734,694	\$ -	\$ 734,694
Fab	\$ 4,325,768	\$ 180,534	\$ 4,506,302	\$ 689,642	\$ 36,000	\$ 725,642	\$ 5,231,944	\$ 226,534	\$ 5,458,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,871,731	\$ 1,871,731	\$ 3,586,747	\$ -	\$ -	\$ -	\$ 3,586,747	\$ 1,871,731	\$ 5,458,478	\$ 5,458,478	\$ -	\$ 5,458,478
Fab	\$ 1,566,913	\$ 80,000	\$ 1,646,913	\$ 426,042	\$ 20,000	\$ 446,042	\$ 2,092,954	\$ 102,000	\$ 2,194,954	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,679	\$ 31,679	\$ 63,358	\$ -	\$ -	\$ -	\$ 63,358	\$ 31,679	\$ 95,037	\$ 95,037	\$ -	\$ 95,037
Fab	\$ 1,629,011	\$ 244,325	\$ 1,873,336	\$ 4,236,496	\$ -	\$ -	\$ 4,236,496	\$ 102,000	\$ 4,338,496	\$ -	\$ -	\$ -	\$ -	\$ (18,015)	\$ -	\$ (18,015)	\$ 4,220,481	\$ 214,325	\$ 4,434,806	\$ -	\$ -	\$ -	\$ 4,434,806	\$ 214,325	\$ 4,649,131	\$ 4,649,131	\$ -	\$ 4,649,131
Fab	\$ 266,626	\$ 80,000	\$ 346,626	\$ 143,844	\$ -	\$ 143,844	\$ 202,782	\$ 80,000	\$ 282,782	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 25,000	\$ 75,000	\$ 75,000	\$ -	\$ 75,000
Fab	\$ 176,076	\$ 80,000	\$ 256,076	\$ 3,130	\$ -	\$ 3,130	\$ 252,946	\$ 80,000	\$ 332,946	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,130	\$ -	\$ -	\$ -	\$ 3,130	\$ -	\$ 3,130	\$ 3,130	\$ -	\$ 3,130
North Carolina	\$ 247,546,798	\$ 16,927,475	\$ 264,474,273	\$ 39,643,392	\$ 2,266,262	\$ 41,909,654	\$ 306,324,768	\$ 19,182,941	\$ 405,507,709	\$ -	\$ -	\$ -	\$ -	\$ (3,843,449)	\$ 3,948,447	\$ (3,843,449)	\$ 342,481,319	\$ 21,927,476	\$ 364,408,795	\$ 88,381	\$ -	\$ -	\$ 364,497,176	\$ 21,927,476	\$ 386,424,652	\$ 386,424,652	\$ -	\$ 386,424,652

Total Non-Smart Start Funding Includes funding from the following sources: CCFP, TANF, IV-E and State appropriations.

AUTHORIZED SIGNATURE

 G. Barnes, Acting Director
 Division of Child Development and Early Education

5-1-17



Budget Amendment - Sheriff Department

Description

To budget additional Sheriff overtime reimbursements from the US Department of Justice and the related expenditures.

Board Action Requested

Adopt budget amendment.

Item Presenter

None

DARE COUNTY

BUDGET AMENDMENT

F/Y **2016/2017**

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Sheriff</u>					
<u>Revenues:</u>					
DOJ Overtime Reimbursements	103510	441045		1,030	
 <u>Expenditures:</u>					
Salaries-Overtime Pay	104510	500207		854	
FICA	104510	500300		65	
Retirement	104510	500400		68	
401K	104510	500600		43	

Explanation:

To budget additional Sheriff overtime reimbursements from the US Department of Justice and the related expenditures. Revenues FYTD through 5/31/17 total \$4,453 of which \$3,425 has previously been budgeted.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



NAGS HEAD FIREWORKS DISPLAY 2017

Description

The Town of Nags Head, Nags Head Fishing Pier, and the Outer Banks Visitors Bureau wish to cosponsor the annual July 4th, 2017 fireworks display at Nags Head Fishing Pier. We request your permission to conduct this activity. All necessary planning documents, diagrams and maps are assembled for your review.

Board Action Requested

Approval of request

Item Presenter

Steve Kovacs, Dare County Fire Marshal
Georgia Ellis, Senior Admin. Specialist

Kevin Zorc
Fire Chief

Shane Hite
Deputy Fire Chief

Chad Motz
Ocean Rescue Captain

Gina Elko
Fire Captain

John Harris
Fire Captain



Nags Head Fire & Rescue

Post Office Box 99
Nags Head, North Carolina 27959
Phone 252.441.5909
Fax 252.441.8268
www.townofnagshead.net

Chip Holcomb
Fire Captain

John Kenny
Fire Captain

James Moseman
Fire Captain

Phil Wolfe
Fire Captain

MEMORANDUM

To: Dare County Board of Commissioners
From: Kevin Zorc, Fire Chief, Town of Nags Head *KZ*
CC: Cliff Ogburn, Town Manager, Town of Nags Head
Andy Garman, Deputy Town Manager, Town of Nags Head
Steve Kovacs, Fire Marshal, County of Dare
Date: May 30, 2017
Subject: July 4, 2017 Fireworks Display Request, Town of Nags Head

The Town of Nags Head, Nags Head Fishing Pier, and the Outer Banks Visitors Bureau are excited to co-sponsor the annual July 4, 2017 fireworks display at Nags Head Fishing Pier. We request your permission to conduct this dynamic crowd gathering activity and as requested, have assembled all necessary planning documents, diagrams and maps for your review. The Town of Nags Head is committed to hosting a safe and rewarding event and we look forward to a successful Independence Day Celebration.

2017 Nags Head July 4 Fireworks Planning Document

1) Site map indicating location of display area and appropriate setback for the largest shells. A diagram of the area showing where the display discharge area will be and its relationship and distance to the nearest structures, power or telephone lines and highways. Such diagram shall also include the specific location of the fireworks to be discharged.

Included.

2) Site map.

Included – Fireworks will be transported to the Nags Head Water plant located at 2200 S Lark Ave Nags Head, NC on July 2, 2017. Nearest occupied buildings are 267' (Water Plant) and 313" (Public Works) away from off load site. Site security will be maintained by a private contractor.

3) Site map indicating transport schedule of materials and plan to provide for security.

Included – On July 2, 2017, approximately 10:00 AM, fireworks pyro technicians will arrive at Nags Head Fishing Pier and offload the racks/mortar equipment for the show and transport them out to the end of the fishing pier. Fireworks shall remain secured in the Zambelli truck, supervised by law enforcement/security staff and not exposed during the equipment offloading.

On 7/4/17, at 4:00 AM, the Nags Head Fishing Pier will be cleared of all occupants and general offloading area restricted to pyro technicians only. Fireworks product (in sealed manufacturers container) will be offloaded from the Zambelli truck by certified pyro technicians in the Nags Head Fishing Pier parking lot. Fireworks will then expeditiously transport fireworks via trailer to the end of the pier for assembly, in a designated restricted space, for deployment on the evening of 7/4/17. Nags Head Pier will be closed during this transport of fireworks product and parking lot security will be maintained by a private security contractor. During setup of pyrotechnics at the display site, a minimum of 150' designated "no smoking" separation shall be maintained between pier patrons and set up.

4) Plan for the storage and security of pyrotechnic material prior to the event, and the manner and place of storage of such fireworks prior to the fireworks display.

Fireworks will be transported to the Nags Head Water Plant located at 2200 S Lark Ave Nags Head, NC on July 2. Pyrotechnics will be constantly attended and supervised by a contractor for the duration of the storage and terminate with the relocation of pyrotechnics on Nags Head Pier early morning, July 4.

5) A letter or original certificate from the insurance company of the person applying for the fireworks display permit certifying that liability insurance in a minimum of \$1,000,000 is in force at the time and date of the fireworks display and will cover damage to persons and/or property at and in the vicinity of the area of the fireworks display.

Included.

6) The name of the organization sponsoring the display, if any, together with the names of the persons actually in charge of the display.

Town of Nags Head and Outer Banks Visitors Bureau. Primary Contact – Fire Chief Kevin Zorc, 252-256-0726.

7) The specific number and types of fireworks to be discharged.

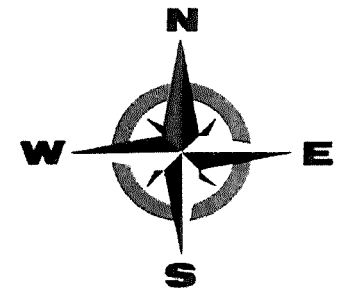
Included.

8) The date and time of day at which the display is to be held.

July 4, 2017 at 9:25 PM. Rain date July 5, 2017, 9:25 PM.

9) A statement of the name, ages, experience, addresses, and home and business telephone numbers of all persons who are to participate in the actual discharge of the fireworks. (Need to include copies of NC State Pyrotechnic licenses for each person involved in the handling of materials and shoot operations.)

Zambelli is the primary operator for the Nags Head Fireworks Display. A list of pyro technicians is included with required information.



**Town of Nags Head
Fireworks Display**

July 4, 2017

Nearest Structure
700'

Nearest power or
phone lines
800'

Nearest Street
1100'

Radius of 600 feet
exceeds NFPA 1123
requirements for 5
inch shells

Zambelli
FIREWORKS

7

5



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler	FAX (A/C, No): 727-367-5695
	PHONE (A/C, No, Ext): 727-547-3070	E-MAIL ADDRESS: mkugler@alliedspecialty.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: T.H.E. Insurance Company		12886
INSURED ZAMBELLI FIREWORKS MFG CO, INC., ETAL 20 SOUTH MERCER STREET NEW CASTLE PA 16101	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		CPP0103167-04	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0103167-04	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			ELP0011081-04	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	WCP0005125-004 Coverage is afforded in the State(s) of: AL, AZ, CO, CT, DE, FL, GA, IL, IN, KS, KY, LA, MD, MI, MN, MO, NC, NE, NJ, NV, NY, PA, SC, TN, TX, UT, VA & WI. Policy does not provide disability benefits in New York	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine / Hull			CPP0103167-04	02/01/2017	02/01/2018	Hull Limit \$900,000 Show Limit \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: July 4, 2017 Rain Date: July 5, 2017 Location: Nags Head Pier, 3335 South Virginia Dare Trail, Nags Head, NC


RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:

Town of Nags Head, Nags Head Fishing Pier, Dare County Tourism Board - ATIMA.

CERTIFICATE HOLDER Town of Nags Head PO Box 99 Nags Head, NC 27959 # 513785	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Carroll Sena</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Shell Listing
Town of Nags Head
July 4, 2017**

<i>Program Segment</i>	<i>Quantity of Shells</i>
 Three Inch Shells	770
Four Inch Shells	366
Five Inch Shells	165
1.3g Multi-Shot Devices	11

Current Pyrotechnic License Holders

Select License Type of Interest

- | | |
|---|---|
| <input checked="" type="radio"/> Pyrotechnic 1.3G | <input checked="" type="radio"/> Operator |
| <input type="radio"/> Pyrotechnic 1.4G | <input type="radio"/> Assistant |
| <input type="radio"/> Proximate Audience | |

[Get List](#)

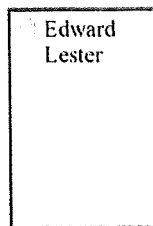
Get License Holder Information

Pyrotechnic License Number Driver's License Number

3382

[Search for License](#)

Holder's Full Name: Edward James Lester
Business Name: Zambelli Fireworks
Government ID By: North Carolina
Government ID Type: Driver License
ID Number: ****7758



License Number: 3382
License Type: 1.3G Pyrotechnic
License Level: Assistant
License Status: Valid
Expiration Date: 06/14/2019

Get a list of license holders by Last Name or Business/Employer

Last Name

Business/Employer

[Search for List](#)

Current Pyrotechnic License Holders

Select License Type of Interest

- | | |
|---|---|
| <input checked="" type="radio"/> Pyrotechnic 1.3G | <input checked="" type="radio"/> Operator |
| <input type="radio"/> Pyrotechnic 1.4G | <input type="radio"/> Assistant |
| <input type="radio"/> Proximate Audience | |

[Get List](#)

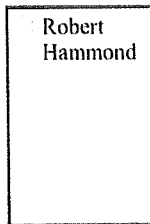
Get License Holder Information

Pyrotechnic License Number **Driver's License Number**

3409

[Search for License](#)

Holder's Full Name: Robert Flaye Hammond
Business Name: Zambelli Fireworks
Government ID By: North Carolina
Government ID Type: Driver License
ID Number: ***0661



License Number: 3409
License Type: 1.3G Pyrotechnic
License Level: Assistant
License Status: Valid
Expiration Date: 06/27/2019

Get a list of license holders by Last Name or Business/Employer

Last Name

Business/Employer

[Search for List](#)

Current Pyrotechnic License Holders

Select License Type of Interest

- | | |
|---|---|
| <input checked="" type="radio"/> Pyrotechnic 1.3G | <input checked="" type="radio"/> Operator |
| <input type="radio"/> Pyrotechnic 1.4G | <input type="radio"/> Assistant |
| <input type="radio"/> Proximate Audience | |

[Get List](#)

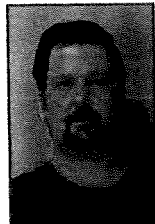
Get License Holder Information

Pyrotechnic License Number **Driver's License Number**

3167

[Search for License](#)

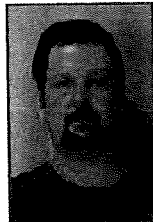
Holder's Full Name: Bryan Jackson
Business Name: Zambelli Fireworks
Government ID By: North Carolina
Government ID Type: Driver License
ID Number: ***7532



License Number: 3167
License Type: Proximate Audience
License Level: Operator
License Status: Valid
Expiration Date: 08/08/2017



License Number: 1819
License Type: 1.3G Pyrotechnic
License Level: Operator
License Status: Valid
Expiration Date: 05/30/2017



License Number: 3068
License Type: Proximate Audience
License Level: Assistant
License Status: Valid
Expiration Date: 08/31/2016

Get a list of license holders by Last Name or Business/Employer

Last Name

Business/Employer

[Search for List](#)

10

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

DEPARTMENT OF JUSTICE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	8-PA-073-23-5B-02044
Chief, Federal Explosives Licensing Center (FELC)	<i>Christopher L. Reers</i>	Expiration Date	February 1, 2015

Name
ZAMBELLI FIREWORKS INTERNATIONALE

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**20 SOUTH MERCER STREET
 NEW CASTLE, PA 16101-**

Type of License or Permit
23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business of operations specified above under "Type of License or Permit."	Mailing Address (Changes? Notify the FELC of any changes.) ZAMBELLI FIREWORKS MANUFACTURING CO ZAMBELLI FIREWORKS INTERNATIONALE PO BOX 1463 NEW CASTLE, PA 16103-
<i>W. D. Taylor</i> Licensee/Permittee Responsible Person Signature	<i>President - CEO</i> Position/Title
<i>W. D. Taylor</i> Printed Name	<i>9/25/2012</i> Date

ATF Form 5400.14/5400.15 Part 1
Revised October 2011

Previous Edition is Obsolete ZAMBELLI FIREWORKS MANUFACTURING CO 20 SOUTH MERCER STREET 16101 8 PA 073 23 5B 02044 February 1, 2015 23-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	ATF Homepage: www.atf.gov
--	--	---------------------------

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59): (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: ZAMBELLI FIREWORKS MANUFACTURING CO

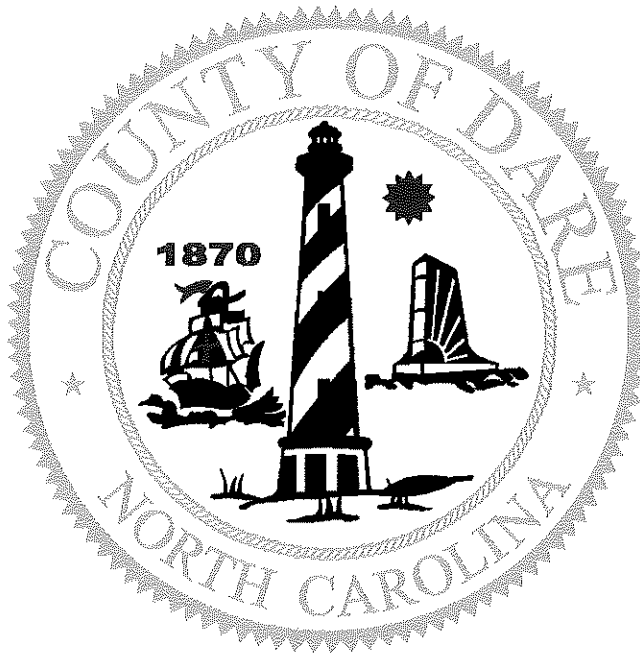
Business Name: ZAMBELLI FIREWORKS INTERNATIONALE

License/Permit Number: 8-PA-073-23-5B-02044

License/Permit Type: 23-IMPORTER OF EXPLOSIVES

Expiration: February 1, 2015

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



Tax Foreclosure Contract

Description

Updated contract with Zacchaeus Legal Services increasing the base fee from \$725.00 per parcel to \$800.00 per parcel. There has been no increase in fees since the initial contract of 2012, and all costs are transferred to the foreclosed property taxes and collected from the taxpayers upon settlement of the taxes due.

There is no budget consequence from this change.

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

TAX FORECLOSURE ATTORNEY AGREEMENT

This agreement, made and entered into this the _____ day of April, 2017, by and between Dare County, hereinafter referred to as County, and Mark D. Bardill, P.C., a North Carolina professional corporation, trading as Zacchaeus Legal Services, hereinafter referred to as Attorney, shall be for the legal services to be provided for foreclosure actions on delinquent real property taxes due to the County, and to this end, the parties hereto make the following recitals:

W I T N E S S E T H:

WHEREAS, Attorney has in excess of thirty years of experience serving as Special Tax Attorney for the Counties of Onslow, Jones, Craven, Lenoir, Beaufort, Wilson, Warren, Chatham, Lee, Cabarrus, Scotland, Tyrrell, Forsyth, Iredell, Yancey, Yadkin, Gates, Dare, Richmond, Washington, Catawba, Chowan and Guilford and the Towns of Jonesville, Wallace, Columbia, Rose Hill, Yadkinville, Dobbins Heights, Gibsonville, Plymouth, Hoffman and the City of Lumberton; and

WHEREAS, tax foreclosure is a certain and special area of practice and any attorney who serves as a Special Tax Attorney must provide specially trained staff, must advance thousands of dollars in costs and must dedicate other resources in order to successfully complete the foreclosure assignments made to it; and

WHEREAS, to support these specially trained staff, advanced costs and other dedicated resources, Attorney needs to extend the contract with County to serve as its special tax attorney for a term of two (2) years;

NOW, THEREFORE, for good and valuable consideration, and upon the agreements, conditions, and covenants found herein, the parties hereto agree as follows:

1. The Attorney shall initiate foreclosure actions for all parcels with delinquent taxes to be assigned in one batch made on or before the ____ day of every _____ during the term of this agreement, or in more frequent intervals, upon mutual agreement of the parties hereto.

2. The Tax Collector shall provide to the Attorney the name of the delinquent taxpayer, the most recent address on file, the total delinquent taxes, including interest and penalties by year and a map of the parcel with its identification number. This information shall be in the form of a computer printout and GIS Map, with other information provided as available.

3. All related work and filing of foreclosure actions shall take place within one hundred eighty (180) calendar days from the date that the Tax Collector transmits the initial information outlined in Paragraph 2 above and the request for foreclosure to the Attorney; however, if for some reason, the foreclosure action is not filed within one hundred eighty (180) calendar days from the date of transmittal, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been filed. If a Taxpayer tenders payment in

full prior to the filing of the complaint, the Tax Collector must accept payment and no attorney fees are due from the Taxpayer. Provided, however, should the Tax Office fail to inform the Attorney that a parcel has been paid in full while Attorney continues to work on preparing the case for filing, then in that event the Tax Office shall pay Attorney the standard per parcel fee as set forth in Paragraph 6 (as reduced by Paragraph 9, if applicable) and all incurred expenses, copy charges, and the like even though the case has not been filed.

4. The Attorney shall notify the Tax Collector, in writing, immediately upon the filing of a foreclosure complaint with the Office of the Clerk of Superior Court. Attorney and County acknowledge and agree that heretofore, the payment of the fee to file tax foreclosure cases in the Office of the Clerk of Superior Court and for in-County service by the Sheriff has been deferred pursuant to N.C.G.S. Section 105-374(i). Should the laws of North Carolina be changed so that payment of said fees can no longer be deferred, County agrees to immediately advance said fees upon request by Attorney.

5. The Attorney shall bring the foreclosure to conclusion within two years after filing said foreclosure action with the Clerk of Court's office; however, if for some reason, the foreclosure action is not concluded within two years of filing, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been concluded.

6. The Attorney shall be compensated in each foreclosure action in accordance with procedures set forth in the North Carolina General Statutes, Chapter 105 as ordered by a District or Superior Court Judge, or as agreed between the instant Taxpayer and Attorney. Attorney shall be guaranteed compensation for foreclosure on each parcel in the amount of eight hundred and 00/100 dollars (\$800.00) plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like. Attorney shall be paid said compensation and costs upon settlement of the foreclosure action prior to the Order of Foreclosure, upon redemption of the parcel from sale or as part of the amount paid to purchase the property at sale. If the Taxpayer applies to the District or Superior Court for determination of a reasonable attorney fee pursuant to the procedures set forth in the North Carolina General Statutes, Chapter 105, and the Court awards less than \$800.00 per parcel, the County shall pay the balance of said compensation within thirty (30) days of said award from the County's local funds for legal work.

7. The Attorney shall use its best efforts to be appointed the Commissioner in the Order of Foreclosure, and upon public sale of such property pursuant to the Order of Foreclosure as provided for in Chapter 105, the Attorney shall be entitled to a Commissioner's Fee, plus incurred expenses, in accordance with the schedule provided for in Chapter 105, as approved by the Clerk of Superior Court. However, to assist the County in collecting all taxes due without reduction by the amount of the Commissioner's Fee, the Attorney agrees that as Commissioner, it shall be paid only to the extent available after payment of all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property. To this end, these expenses shall be added to the amount of taxes, fees and costs as ordered in the Order of Foreclosure to determine the opening bid by the County for purchase of such property from local funds. For purposes of illustration, compare the examples below where a typical 5% commission would be appropriate in a foreclosure with

\$1,000.00 of taxes, \$1,200.00 of attorney fees and costs and \$500.00 of advertising/notice of public sale expenses (Total without Commissioner's Fee \$2,700):

Example #1 - County as High Bidder @ \$2,700

In this example, the County is paid in full for the taxes and interest which have accrued to the date the Order of Foreclosure is entered, the Attorney is paid in full for the attorney fees and costs incurred to the date of the Order of Foreclosure, the expenses incurred by the Attorney to advertise and give proper notice of public sale are paid, but no Commissioner's Fee is paid.

Example #2 - Other High Bidder @ \$2,750

In this example, all amounts outlined in Example #1 are paid, plus \$50.00 of the \$137.50 5% Commissioner's Fee is paid.

Example #3 - Other High Bidder @ \$3,000

In this example, all amounts outlined in Example #1 are paid, the \$150.00 5% Commissioner's Fee is paid, and \$150.00 is paid to the Clerk to hold as surplus from the sale.

8. If the Taxpayer files a petition in bankruptcy during the period any foreclosure action brought pursuant to this agreement is pending, the Tax Collector shall file, as part of its claim to the bankruptcy court, the fees, costs and expenses set forth herein, and shall pay Attorney for such amounts within sixty (60) days of written notification to Tax Collector of such bankruptcy. If the Taxpayer's petition is dismissed or a lift of the stay of bankruptcy court is obtained during the term of this agreement, Attorney agrees to proceed with the foreclosure and complete the remaining services due from it hereunder.

9. If the County assigns to the Attorney, in any one assignment, more than one parcel owned by the same Taxpayer or Taxpayer(s) and none other and encumbered by the same liens, the County's obligation to pay the compensation set forth in Paragraphs 6, 7 and 8 shall be based on the following per parcel charge: 2 to 5 parcels, the same amount as set forth above per parcel; 6 to 10 parcels, the same amount as set forth above less fifty (\$50.00) dollars per, 11 or more parcels, the same amount as set forth above less one hundred (\$100.00) dollars per parcel, plus all costs and expenses.

10. The Attorney shall not apply for fees over the amounts aforementioned except for unusual, novel, or difficult cases. The provisions of this paragraph shall be rarely invoked, if at all. Furthermore, the Attorney shall notify the Tax Office for approval before taking on extraordinary time and expense so as to make such application for additional fees necessary.

11. The County shall pay to the Attorney a fixed fee of three hundred twenty-five dollars and 00/100 (\$325.00) if a parcel is recalled before suit is filed or the standard per parcel fee as set forth in Paragraph 6 (as reduced by Paragraph 9, if applicable) if a parcel is recalled

after suit is filed plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, in the event of double listings, clerical or other erroneous information provided by the Tax Collector to the Attorney, or legal, practical or administrative problems discovered by the Attorney which result in legal impracticality or impossibility to effect proper collection remedies through foreclosure.

12. Costs, expenses, and the like, to the extent that they are ascertainable as of the time this Agreement is executed, are as follows: a) copies at \$.25 per copy for those made at Attorney=s office and as incurred by Attorney as to copies made elsewhere, *i.e.* register of deeds, clerk of court, *etc.*, with a minimum charge of \$.25 per copy, b) filing fees as set by statute, currently \$150 per suit, \$20 per notice filed, and \$15 per *alias & pluries* summons issued c) publication costs as incurred by Attorney according to the publishers= then current rate, d) service fees by certified and regular mail as set by the United States Postal Service, currently \$6.77 per envelope for certified mail, e) service fees by North Carolina Sheriff as set by statute, currently \$30 per defendant/lienholder, and f) service fees by out of state service providers as set by that state=s statute.

13. To ensure that the proper amount of delinquent taxes, interest, fees and costs are collected, the Attorney and the Tax Collector shall verify with one another the amount due at the time when, and if, the Taxpayer satisfies the tax lien after the complaint is filed but prior to foreclosure.

14. All funds collected shall be paid to the Tax Collector and shall be paid in the form of cash, bank check or certified funds. County shall immediately inform Attorney of the receipt of any such funds and the parcel to which they pertain. Any part of any such funds that represent attorney fees, service fees, copy charges, postage, publication costs, filing fees, and the like shall be remitted to Attorney as part of the next ensuing regular disbursement by the County Finance Office.

15. Subject to the terms below, Attorney shall be the sole and exclusive special tax foreclosure attorney for the County during the term of this agreement. County shall use its best efforts to assign all of its parcels with delinquent property taxes to Attorney pursuant to the terms hereof during the term of this Agreement.

16. Attorney's services hereunder are limited to the general prosecution of foreclosure actions to collect delinquent taxes assessed against real property located in the County, including title search services, document preparation, court appearances to obtain orders of foreclosure by default judgment, judgment on the pleadings, summary judgment, appearances as Commissioner to sell property at public sale, and negotiation with Taxpayers in settlement of such actions. Attorney's services hereunder do not include preparation of and response to discovery, preparation and court appearances for trial or appeal and the County shall provide all such legal services. The intent of this provision is to ensure that the overwhelming majority of Attorney's time, talent and advanced expenses is involved in the prosecution of delinquent real property taxes on a volume basis, and that any case that involves an extraordinary amount of effort, such as in the preparation of a case for trial, that the County Attorney or his designee shall be responsible for the continued prosecution of such case.

17. This agreement shall be for the period of two (2) years, beginning March 16th, 2017 and terminating on March 15th, 2019. After the initial two year term set out above, this Agreement shall renew itself automatically for two year terms, unless either party shall give written notice no less than 90 days prior to the end of the then current term. Upon each renewal, there will be a five (5%) per cent increase on all attorney fees set out hereunder. The intent of this provision regarding increases in attorney fees is to allow a two and one-half (2 ½%) annual increase for each year of the contract, made upon each renewal of the term of the agreement.

COUNTY:

County Manager

ATTEST:

Clerk

ATTORNEY:

President, Mark D. Bardill, P.C.

ATTEST:

Secretary

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

County Finance Director

\\ZLSNC-NAS\Office-Documents\Shared\Dare\Administrative\2nd TAX FORECLOSURE ATTORNEY AGREEMENT.docx

Agreement Addendum

Mark D. Bardill, P.C., a North Carolina professional corporation, trading as Zacchaeus Legal Services, hereinafter referred to as Attorney, agrees - - -

That Attorney and all of its subcontractors are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to NCGS 143-6A-4. Contractor agrees that it shall not utilize a subcontractor that is identified on the list.

Mark D. Bardill, President

Date



Tax Collector's Report

Description

May 2017 Discoveries over \$100.00
May 2017 NCVTS Refunds over \$100.00

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Discovery Report for REAL ESTATE, PERSONAL PROPERTY and MOTOR VEHICLE

(Discoveries over \$100.00)

MONTH: MAY Date Range: 5/26/2017 - 6/8/2017

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Value Discovered	Tax Discovered
CASTLEBURY, KENNETH ROY	011262000	2016	Disqualified OAE	207,900.00	5,765.87
			TOTAL:	207,900.00	5,765.87



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Payee Name	Secondary Owner	Address 1	Tax Jurisdiction	Change	Interest Change	Total Change
LANHAM, WILLIAM TOWNEY	LANHAM, ELSIE DARLENE	2 HIAWITHA CT WILLIAMSBURG, VA 23185	C99	(\$165.64)	\$0.00	(\$165.64)
			F51	(\$16.76)	\$0.00	(\$16.76)
			S99	(\$39.67)	\$0.00	(\$39.67)
			Refund			
MITCHEM, VIRGINIA AUSTIN	MITCHEM, JAMES JULIUS	140 JAYMAR PARK DR HENDERSONVILLE, NC 28792	C99	(\$93.27)	\$0.00	(\$93.27)
			F06	(\$13.75)	\$0.00	(\$13.75)
			R01	(\$2.08)	\$0.00	(\$2.08)
			S99	(\$22.34)	\$0.00	(\$22.34)
			Y06	(\$17.80)	\$0.00	(\$17.80)
Refund					\$149.24	
POWELL, KENNETH WALTON		109 SHORES AVE POINT HARBOR, NC 27964	C99	(\$109.32)	\$0.00	(\$109.32)
			T07	(\$96.84)	\$0.00	(\$96.84)
			Refund			
Refund Total						\$577.47

Tax Jurisdiction	District Type	Net Change
C99	COUNTY	(\$368.23)
T07	CITY	(\$96.84)
F06	FIRE	(\$13.75)
F51	FIRE	(\$16.76)
R01	FIRE	(\$2.08)
S99	SPECIAL	(\$62.01)
Y06	SPECIAL	(\$17.80)
Total		(\$577.47)

COMMISSIONERS' BUSINESS

MANAGER'S / ATTORNEY'S BUSINESS